

ORIGINAL

BID PACKAGE

FOR

**WATER MAIN REPLACEMENT PROGRAM
HOLLYWOOD BOULEVARD TO SHERIDAN STREET BETWEEN N.
FEDERAL HIGHWAY(US-1) AND N. 21ST AVENUE (14-5124)**

ROYAL POINCIANA SEWER EXPANSION (16-7077)

**PROJECT NOS.: 14-5124 (WTR)
16-7077 (SEWER)**

SUBMITTED BY: Lanzo Construction Co., Florida

DECEMBER 2018

SECTION 00300

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED Lanzo Construction Co., Florida

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and Local Preference Program, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work within 1095 days with final completion within 1125 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the Local Preference Ordinance.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated	<u>1/24/19</u>
No. <u>2</u>	Dated	<u>2/20/19</u>
No. <u>3</u>	Dated	<u>03/04/2019</u>
No. <u>4</u>		<u>03/11/2019</u>

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of _____

or approved Bid Bond for the sum of

10% of Contract Amount Dollars (\$) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

(Signature of Individual)

(Printed Name of Individual)

(Address)

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

(Name of Firm)

(Address)

(Signature of Individual) (SEAL)

WHEN THE BIDDER IS A PARTNERSHIP:

(Name of Firm) A Partnership

(Address)

By: _____
(SEAL)
(Partner)

Name and Address of all Partners:

WHEN THE BIDDER IS A JOINT VENTURE:

(Correct Name of Corporation)

By: _____
(SEAL)
(Address)

(Official Title)

As Joint Venture
(Corporate Seal)

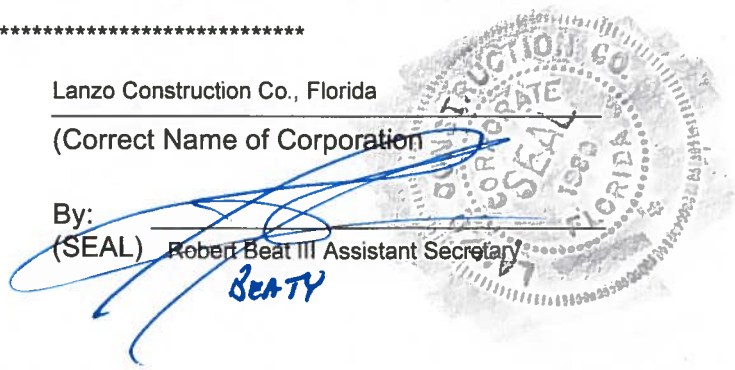
Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

WHEN THE BIDDER IS A CORPORATION:

Lanzo Construction Co., Florida

(Correct Name of Corporation)

By: _____
(SEAL) Robert Beat III Assistant Secretary



Assistant Secretary

(Official Title)

125 SE 5th Court, Deerfield Beach, FL 33441

(Address of Corporation)

Organized under the laws of the State of Florida, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Lanzo Construction Co., Florida

(Name of Corporation)

RESOLVED that Robert Beaty III

(Person Authorized to Sign)

Assistant Secretary _____ of Lanzo Construction Co., Florida

(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

CITY OF HOLLYWOOD

**WATER MAIN REPLACEMENT PROGRAM
HOLLYWOOD BOULEVARD TO SHERIDAN STREET BETWEEN
N. FEDERAL HIGHWAY(US-1) AND N. 21ST AVENUE (14-5124) AND
ROYAL POINCIANA SEWER EXPANSION (16-7077)**

The foregoing is a true and correct copy of the Resolution adopted by

Lanzo Construction Co., Florida at a meeting of its Board of

(Name of Corporation)

Directors held on the 10th day of March, 2016.

By:  Kevin Pawloski

Title: Assistant Secretary

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -





Delivering sustainable infrastructure solutions for tomorrow's communities

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

RESOLUTION OF CORPORATION

I **HEREBY** certify that I am the duly elected and qualified Secretary of Lanzo Construction Co. Florida, a Florida Corporation and that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of said Corporation, held on the 10th of March, 2016 and that such resolution is still in full force and effect.

RESOLUTION, that the officers listed below are authorized to sign Contracts, Bids and any other documents to carry out the business of the Corporation.

Name	Title	Signature
Quirino D'Alessandro, Sr.	Chairman	
Giuseppe D'Alessandro	President	
Rosemarie Torres	Secretary	
Quirino D'Alessandro, Jr.	Executive Vice President	
Antonio D'Alessandro	Executive Vice President	
Angelo D'Alessandro	Executive Vice President	
Michael R. Bone	Vice President	
Matthew P. Tilli	Vice President	
Kevin Pawlowski	Assistant Secretary	
Robert Beaty, III	Assistant Secretary	
Earnest Duncan	Assistant Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation and affix the Corporate Seal on the 10th of March, 2016.

By
Rosemarie Torres, Secretary

Attest:

Giuseppe D'Alessandro, President



SECTION 00301

**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION**

PROPOSAL BID FORM ADDENDUM #3

Project Name: Water Main Replacement Program - Hollywood Blvd to Sheridan St from Federal Hwy to N. 21 Avenue (14-5124) and Royal Poinciana Sewer Expansion (16-7077)

Project Nos.: 14-5124 and 16-7077

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within 1095 calendar days following the issuance of the Notice to Proceed. All entries on this form must be typed or written in block form in ink.

BASE BID:

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
SANITARY SEWER PAY ITEMS					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$1,075,000.00	\$1,075,000.00
2	Furnish & Install 8" SDR 26 PVC Sanitary Sewer Mains (0-6 FT)	1,039	LF	\$34.00	\$35,326.00
3	Furnish & Install 8" SDR 26 PVC Sanitary Sewer Mains (6-8 FT)	12,877	LF	\$31.00	\$399,187.00
4	Furnish & Install 8" SDR 26 PVC Sanitary Sewer Mains (8-10 FT)	4,795	LF	\$42.00	\$201,390.00
5	Furnish & Install 8" SDR 26 PVC Sanitary Sewer Mains (10-12 FT)	1,061	LF	\$43.00	\$45,623.00
6	Furnish & Install 12" SDR 26 PVC Sanitary Sewer Mains (6-8 FT)	351	LF	\$37.00	\$12,987.00
7	Furnish & Install 12" SDR 26 PVC Sanitary Sewer Mains (8-10 FT)	1,671	LF	\$48.00	\$80,208.00
8	Furnish & Install 12" SDR 26 PVC Sanitary Sewer Mains (10-12 FT)	1,859	LF	\$50.00	\$92,950.00
9	Furnish & Install 12" SDR 26 PVC Sanitary Sewer Mains (12-14 FT)	1,702	LF	\$75.00	\$127,650.00
10	Furnish & Install 12" SDR 26 PVC Sanitary Sewer Mains (14-16 FT)	955	LF	\$78.00	\$74,490.00
11	Furnish & Install 4-FT Diameter Manhole (0-6 FT)	15	EA	\$4,850.00	\$72,750.00
12	Furnish & Install 4-FT Diameter Manholes (6-8 FT)	43	EA	\$5,500.00	\$236,500.00
13	Furnish & Install 4-FT Diameter Manholes (8-10 FT)	16	EA	\$7,100.00	\$113,600.00
14	Furnish & Install 4-FT Diameter Manholes (10-12 FT)	11	EA	\$8,145.00	\$89,595.00
15	Furnish & Install 4-FT Diameter Manholes (12-14 FT)	4	EA	\$10,500.00	\$42,000.00
16	Furnish & Install 4-FT Diameter Manholes (14-16 FT)	6	EA	\$11,600.00	\$81,200.00
17	Furnish & Install 6" SDR 26 PVC Laterals with Cleanouts (50 LF)	343	EA	\$1,000.00	\$343,000.00
18	Clean and CCTV Existing Sanitary Sewer Mains	475	LF	\$0.85	\$403.75
19	Manhole Adjustments	4	EA	\$3,300.00	\$13,200.00
20	Seal and Coat Existing Manholes	55	VF	\$400.00	\$22,000.00
21	Place Out of Service Existing 4' Diameter Manholes	2	EA	\$2,000.00	\$4,000.00
22	Place Out of Service Existing 8" Sanitary Mains	402	LF	\$11.00	\$4,422.00
23	Place Out of Service Existing 12" Sanitary Mains	253	LF	\$15.00	\$3,795.00
24	Removal and Disposal of Existing 4' Diameter Manholes	7	EA	\$2,000.00	\$14,000.00
25	Removal and Disposal of Existing 8" Sanitary Mains	517	LF	\$4.00	\$2,068.00
26	Removal and Disposal of Existing 12" Sanitary Mains	279	LF	\$4.00	\$1,116.00
FORCE MAIN PAY ITEMS					
27	Furnish & Install 8" DR-18 PVC Force Main	2,801	LF	\$43.00	\$120,443.00
28	Furnish & Install 8" Plug Valves with Boxes	4	EA	\$4,310.00	\$17,240.00
29	Furnish & Install 2" Air Release Valve Assemblies with Enclosures	1	EA	\$9,130.00	\$9,130.00
30	Connect to Existing Doghouse Manhole on Taft St	1	LS	\$4,800.00	\$4,800.00
31	Connect to Existing Doghouse Manhole on McKinley St.	1	LS	\$52,000.00	\$52,000.00

SECTION 00301

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM ADDENDUM #3

32	Place Out of Service Existing 4" Force Main	1,619	LF	\$8.00	\$12,952.00
33	Place Out of Service Existing 6" Force Main	1,416	LF	\$8.00	\$11,328.00
34	Remove Existing 4" Force Main	1,440	LF	\$3.50	\$5,040.00
35	Remove Existing 6" Force Main	625	LF	\$3.50	\$2,187.50
<u>LIFT STATION(S) PAY ITEMS</u>					
36	Furnish & Install Coolidge St. Lift Station, Building and Complete Site	1	LS	\$1,120,000.00	\$1,120,000.00
37	Furnish & Install 6" Flow Meter Assembly	1	LS	\$67,000.00	\$67,000.00
38	Decommissioning Existing City Lift Station E-20	1	LS	\$21,000.00	\$21,000.00
39	Decommissioning Existing City Lift Station E-22	1	LS	\$17,600.00	\$17,600.00
40	Connection of Existing Private Lift Stations to New Gravity Sewer System	5	EA	\$3,500.00	\$17,500.00
<u>GENERAL PAY ITEMS (SEWER)</u>					
41	Removal & Replacement of Sidewalk	1,628	SY	\$49.00	\$79,772.00
42	Removal & Replacement of Concrete Curb and/or Gutter	2,178	LF	\$27.00	\$58,806.00
43	Alley Reconstruction	18,894	SY	\$28.00	\$529,032.00
44	Remove & Replace Brick Pavers, Stamped Concrete, and Specialty Driveways	1,787	SY	\$74.00	\$132,238.00
45	Milling & Resurfacing of 1" of Asphalt Pavement	58,893	SY	\$9.00	\$530,037.00
46	Milling & Resurfacing of 1" of Asphalt Pavement within Broward County Roadways	1,066	SY	\$18.00	\$19,188.00
47	Temporary Asphalt Restoration	43,257	LF	\$18.00	\$778,626.00
48	Furnish & Install Temporary Pavement Markings	1	LS	\$11,100.00	\$11,100.00
49	Replacement of Permanent Pavement Markings	1	LS	\$24,000.00	\$24,000.00
50	Landscaping & Tree Trimming (allowance)	1	LS	\$50,000.00	\$50,000.00
51	Maintenance of Traffic (MOT)	1	LS	\$23,000.00	\$23,000.00
52	Owner's Contingency for Wastewater System (allowance)	1	LS	\$600,000.00	\$600,000.00
53	Consideration for Indemnification	1	LS	\$5.00	\$5.00
54	Sewer System CCTV (allowance)	2,600	LF	\$1.00	\$2,600.00
55	Density Testing (allowance)	1	LS	\$50,000.00	\$50,000.00
56	FPL (allowance)	1	LS	\$50,000.00	\$50,000.00
57	Wastewater System Permits, Licenses and Fees (allowance)	1	LS	\$200,000.00	\$200,000.00
58	As-Builts and Record Drawings (By land surveyor approved by City or EOR)	1	LS	\$25,000.00	\$25,000.00
<u>WATER SYSTEM PAY ITEMS</u>					
59	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$1,071,500.00	\$1,071,500.00
60	Furnish & Install C900 - 4" PVC Water Mains	10,105	LF	\$21.00	\$212,205.00
61	Furnish & Install Class 52 - 4" DIP Water Mains	24,426	LF	\$47.00	\$1,148,022.00
62	Furnish & Install C900 - 6" PVC Water Mains	150	LF	\$75.00	\$11,250.00
63	Furnish & Install Class 52 - 6" DIP Water Mains	200	LF	\$78.00	\$15,600.00
64	Furnish & Install C900 - 8" PVC Water Mains	23,872	LF	\$28.00	\$668,416.00
65	Furnish & Install Class 52 - 8" DIP Water Mains	12,715	LF	\$46.00	\$584,890.00
66	Furnish & Install C900 - 12" PVC C900 Water Mains	2,155	LF	\$43.00	\$92,665.00
67	Furnish & Install Class 52 - 12" DIP Water Mains	500	LF	\$128.00	\$64,000.00
68	Furnish & Install Class 52 - 16" DIP Water Mains	5,891	LF	\$102.00	\$600,882.00

SECTION 00301

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM ADDENDUM #3

69	Furnish & Install Class 52 - 24" DIP Water Mains	3	4,567	LF	\$188.00	\$858,596.00
70	Furnish & Install 14" DR-11 HDPE Water Main (HDD)		460	LF	\$127.00	\$58,420.00
71	Furnish & Install 20" DR-11 HDPE Casing w/ 14" DR-11 HDPE Water Main Carrier (HDD) on Johnson St. under FEC Railroads		539	LF	\$270.00	\$145,530.00
72	Furnish & Install 20" DR-11 HDPE Casing w/ 14" DR-11 HDPE Water Main Carrier (HDD) on Taft St. under FEC Railroads		438	LF	\$270.00	\$118,260.00
73	Furnish & Install 12" DIP WM w/ 24" Steel Casing (3/8" thick) via Jack and Bore on Polk St. under FEC Railroad		187	LF	\$1,000.00	\$187,000.00
74	Furnish & Install 8" x 4" 316 Stainless Steel Tapping Sleeves and Valves		13	EA	\$4,800.00	\$62,400.00
75	Furnish & Install 8" x 8" 316 Stainless Steel Tapping Sleeves and Valves		13	EA	\$5,900.00	\$76,700.00
76	Furnish & Install 4" Domestic DIP Tees		26	EA	\$450.00	\$11,700.00
77	Furnish & Install 6" Domestic DIP Tees		3	EA	\$625.00	\$1,875.00
78	Furnish & Install 8" x 4" Domestic DIP Tees		46	EA	\$680.00	\$31,280.00
79	Furnish & Install 8" x 6" Domestic DIP Tees		58	EA	\$750.00	\$43,500.00
80	Furnish & Install 8" Domestic DIP Tees		39	EA	\$820.00	\$31,980.00
81	Furnish & Install 12" x 4" Domestic DIP Tees		3	EA	\$1,100.00	\$3,300.00
82	Furnish & Install 12" x 6" Domestic DIP Tees		2	EA	\$1,200.00	\$2,400.00
83	Furnish & Install 12" x 8" Domestic DIP Tees		3	EA	\$1,200.00	\$3,600.00
84	Furnish & Install 12" Domestic DIP Tees		2	EA	\$1,500.00	\$3,000.00
85	Furnish & Install 14" x 6" Domestic DIP Tees		4	EA	\$2,100.00	\$8,400.00
86	Furnish & Install 16" x 6" Domestic DIP Tees		14	EA	\$2,100.00	\$29,400.00
87	Furnish & Install 16" x 8" Domestic DIP Tees		11	EA	\$2,200.00	\$24,200.00
88	Furnish & Install 16" x 12" Domestic DIP Tees		14	EA	\$2,500.00	\$35,000.00
89	Furnish & Install 16" Domestic DIP Tees	3	2	EA	\$2,600.00	\$5,200.00
90	Furnish & Install 24" x 8" Domestic DIP Tees		7	EA	\$4,300.00	\$30,100.00
91	Furnish & Install 24" x 12" Domestic DIP Tees		4	EA	\$4,400.00	\$17,600.00
92	Furnish & Install 24" x 16" Domestic DIP Tees	3	2	EA	\$4,800.00	\$9,600.00
93	Furnish & Install 24" Domestic DIP Tees		4	EA	\$6,560.00	\$26,240.00
94	Furnish & Install 8" x 4" Domestic DIP Crosses		13	EA	\$930.00	\$12,090.00
95	Furnish & Install 8" x 6" Domestic DIP Crosses		2	EA	\$1,030.00	\$2,060.00
96	Furnish & Install 8" Domestic DIP Crosses		10	EA	\$1,122.00	\$11,220.00
97	Furnish & Install 12" x 8" Domestic DIP Crosses		4	EA	\$1,470.00	\$5,880.00
98	Furnish & Install 16" x 4" Domestic DIP Crosses		2	EA	\$2,740.00	\$5,480.00
99	Furnish & Install 16" x 8" Domestic DIP Crosses		5	EA	\$2,530.00	\$12,650.00
100	Furnish & Install 16" x 12" Domestic DIP Crosses		5	EA	\$3,200.00	\$16,000.00
101	Furnish & Install 16" Domestic DIP Crosses	3	2	EA	\$3,900.00	\$7,800.00
102	Furnish & Install 24" x 8" Domestic DIP Crosses		3	EA	\$8,250.00	\$24,750.00
103	Furnish & Install 4" Gate Valves		129	EA	\$1,100.00	\$141,900.00
104	Furnish & Install 6" Gate Valves		10	EA	\$1,300.00	\$13,000.00
105	Furnish & Install 8" Gate Valves		128	EA	\$1,700.00	\$217,600.00
106	Furnish & Install 12" Gate Valves		14	EA	\$2,900.00	\$40,600.00
107	Furnish & Install 16" Gate Valves		11	EA	\$6,700.00	\$73,700.00

SECTION 00301

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM ADDENDUM #3

108	Furnish & Install 24" Gate Valves	13	EA	\$19,000.00	\$247,000.00
109	Fire Line Reconnections - 4"	5	EA	\$2,900.00	\$14,500.00
110	Fire Line Reconnections - 6"	5	EA	\$2,900.00	\$14,500.00
111	Fire Line Reconnections - 8"	5	EA	\$3,100.00	\$15,500.00
112	Furnish & Install Fire Hydrant Assemblies	64	EA	\$4,900.00	\$313,600.00
113	Remove Existing Fire Hydrant Assemblies	64	EA	\$900.00	\$57,600.00
114	Water Service Removal and Replacement (Up to 1") (within Right-of-Way)	1,058	EA	\$970.00	\$1,026,260.00
115	Water Service Removal and Replacement (>1") (within Right-of-Way)	77	EA	\$3,400.00	\$261,800.00
116	Water Meter Reconnection (Up to 1")	1,058	EA	\$725.00	\$767,050.00
117	Water Meter Reconnection (>1")	77	EA	\$780.00	\$60,060.00
118	Relocation of Existing Water Meters From Rear Easements to Front of Property	114	EA	\$2,000.00	\$228,000.00
119	Place Out of Service Existing Water Mains of Various Sizes	1	LS	\$83,000.00	\$83,000.00
120	Connection to Existing 24" PCCP with 24" DIP on Sheridan St. and N. 19th Ave.	1	LS	\$30,500.00	\$30,500.00
121	Connection to Existing 24" PCCP with 24" DIP on Sheridan St. and N. 20th Ave.	1	LS	\$30,500.00	\$30,500.00
122	Furnish & Install Backflow Preventers (various sizes) (allowance)	1	LS	\$50,000.00	\$50,000.00
123	Furnish & Install Line Stop along Existing 24" PCCP on Sheridan St. and N. 19th Ave (allowance)	2	EA	\$30,000.00	\$60,000.00
124	Furnish & Install Line Stop along Existing 24" PCCP on Sheridan St. and N. 20th Ave (allowance)	2	EA	\$30,000.00	\$60,000.00
125	Furnish & Install Line Stop along Existing 24" CI on Hollywood Blvd (allowance)	3	EA	\$21,000.00	\$63,000.00
GENERAL PAY ITEMS (WATER)					
126	Removal & Replacement of Sidewalk	1,340	SY	\$59.00	\$79,060.00
127	Removal & Replacement of Concrete Curb and/or Gutter	9,900	LF	\$27.00	\$267,300.00
128	Milling & Disposal of 1" of Existing Asphalt	68,474	SY	\$5.00	\$342,370.00
129	Furnish & Install 1" Asphalt Pavement	68,474	SY	\$5.00	\$342,370.00
130	Alley Reconstruction	29,695	SY	\$22.00	\$653,290.00
131	Remove & Replace Brick Pavers, Stamped Concrete, and Specialty Driveways	1,362	SY	\$74.00	\$100,788.00
132	Milling & Resurfacing of 1" of Asphalt Pavement within FDOT Roadways	1,619	SY	\$14.00	\$22,666.00
133	Milling & Resurfacing of 1" of Asphalt Pavement within Broward County Roadways	2,349	SY	\$17.00	\$39,933.00
134	Temporary Asphalt Restoration	94,901	LF	\$18.00	\$1,708,218.00
135	Furnish & Install Temporary Pavement Markings	1	LS	\$11,130.00	\$11,130.00
136	Replacement of Permanent Pavement Markings	1	LS	\$24,000.00	\$24,000.00
137	Landscaping & Tree Trimming (allowance)	1	LS	\$50,000.00	\$50,000.00

SECTION 00301

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM ADDENDUM #3

138	Maintenance of Traffic (MOT) (19th Ave./Sheridan St)	1	LS	\$5,700.00	\$5,700.00
139	Maintenance of Traffic (MOT) (20th Ave./Sheridan St).	1	LS	\$5,700.00	\$5,700.00
140	Maintenance of Traffic (MOT) (Hollywood Blvd., N 19th Ave., & Tyler St.)	1	LS	\$5,700.00	\$5,700.00
141	Maintenance of Traffic (MOT) (US1/Federal Highway)	1	LS	\$5,700.00	\$5,700.00
142	Maintenance of Traffic (MOT) (N. 21st Ave.)	1	LS	\$5,700.00	\$5,700.00
143	Maintenance of Traffic (MOT)	1	LS	\$20,000.00	\$20,000.00
144	Owner's Contingency for Water System (allowance)	1	LS	\$700,000.00	\$700,000.00
145	Consideration for Indemnification	1	LS	\$5.00	\$5.00
146	Density Testing (allowance)	1	LS	\$50,000.00	\$50,000.00
147	FPL (allowance)	1	LS	\$25,000.00	\$25,000.00
148	Water System Permits, Licenses and Fees (allowance)	1	LS	\$300,000.00	\$300,000.00
149	As-Builts and Record Drawings (By land surveyor approved by City or EOR)	1	LS	\$22,000.00	\$22,000.00
150	Brick removal, storage, protection, and reinstallation on Hollywood Blvd. and N. 19th Ave	1	LS	\$500.00	\$500.00
BASE BID TOTAL FOR COMPLETE PROJECT				\$22,879,526.25	

TOTAL BASE BID IN WRITING

Twenty Two Million Eight Hundred & Seventy Nine Thousand Five Hundred & Twenty Six Dollars and Twenty Five Cents

NOTES:

- SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE CONTRACT SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN
- QUANTITIES PROVIDED ARE FOR INFORMATION PURPOSES. FULL DESCRIPTION OF THE PAY ITEMS ARE PROVIDED IN SECTION 01025 "BASIS OF PAYMENT"

SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we Lanzo Construction Co Florida, as Principal, and North American Specialty Insurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____

10% of Bid Dollars (\$ _____) lawful money

of the United States, amounting to 10% of the total Bid Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated _____ February 7th, _____ 2019 for

**WATER MAIN REPLACEMENT PROGRAM
HOLLYWOOD BOULEVARD TO SHERIDAN STREET BETWEEN
N. FEDERAL HIGHWAY(US-1) AND N. 21ST AVENUE (14-5124) AND
ROYAL POINCIANA SEWER EXPANSION (16-7077)**

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 7th day of February, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

[Signature]
Secretary

Lanzo Construction Co Florida
Name of Corporation

125 SE 5th Court, Deerfield Beach, FL 33441
Business Address

By: [Signature]
(Affix Corporate Seal)

Robert Beaty
Printed Name

Assistant Secretary
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL


I, Kevin Pawlowski, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Robert Beaty who signed the said bond on behalf of the Principal, was then Assistant Secretary of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

[Signature] (SEAL)
Secretary




TO BE EXECUTED BY CORPORATE SURETY:

Attest:


Secretary Krista Vaughn

North American Specialty Insurance Company
Corporate Surety
1450 American Lane, Suite 1100, Schaumburg, IL 60173
Business Address

BY: 
(Affix Corporate Seal)

Robert Trobec
Attorney-in-Fact
VTC Insurance Group
Name of Local Agency
6820 Porto Fino Circle, Suite 2, Fort Myers, FL 33912
Business Address

STATE OF ~~FLORIDA~~ Michigan

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, _____
Robert Trobec _____ to me well known, who being by me first duly sworn upon oath
says that he is the attorney-in-fact for the North American Specialty Insurance Company and
that the has been authorized by North American Specialty Insurance Company to execute the forgoing bond
on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 7th day of February, 2019


Notary Public, State of ~~Florida~~ Michigan

My Commission Expires:
CHARLENE VAUGHN
Notary Public, State of Michigan
County of Macomb
My Commission Expires 02-09-2025
Acting in the County of Oakland



- END OF SECTION -

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, IAN J. DONALD, JEFFREY A. CHANDLER, ALAN P. CHANDLER, SUSAN L. SMALL, T.J. GRIFFIN, JOHN L. BUDDE,

STEVEN K. BRANDON, TERENCE J. GRIFFIN, WILLIAM A. PIRRET, TERRI L. YOUNG and PATRICK E. WILLIAMS

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of March, 2018.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 29TH day of March, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of February, 2019.

SECTION 00420
INFORMATION REQUIRED FROM BIDDERS
GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: Lanzo Construction Co., Florida
125 SE 5th Court, Deerfield Beach, FL 33441

2. Contractor's Telephone Number: 954-979-0802
and e-mail address: Estimating@lanzo.org

3. Contractor's License (attach copy): CGC036262 / CUC049468
Primary Classification: General Contractor / Underground Contractor
Broward County License Number (attach copy): _____

4. Number of years as a Contractor in construction work of the type involved in this Contract: 39 years

5. List the names and titles of all officers of Contractor's firm:
Please see attached Resolution of Corporation

6. Name of person who inspected site or proposed work for your firm:
Name: Jeff Rodgers
Date of Inspection: 2/20/19

7. What is the last project of this nature you have completed?
Miami Dade Water & Sewer Department, Installation of 4.1 Miles of 54-Inch Force Main.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, MATTHEW PRESTON

LANZO CONSTRUCTION CO., FLORIDA
 660 UNION AVE
 CRESCENT CITY FL 32112

LICENSE NUMBER: CGC036262

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, MATTHEW PRESTON

LANZO CONSTR CO FLORIDA
 5145 NW 30TH STREET
 MARGATE FL 33063

LICENSE NUMBER: CUC049468

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Delivering sustainable infrastructure solutions for tomorrow's communities

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

RESOLUTION OF CORPORATION

I HEREBY certify that I am the duly elected and qualified Secretary of Lanzo Construction Co. Florida, a Florida Corporation and that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of said Corporation, held on the 10th of March, 2016 and that such resolution is still in full force and effect.

RESOLUTION, that the officers listed below are authorized to sign Contracts, Bids and any other documents to carry out the business of the Corporation.

Table with 3 columns: Name, Title, Signature. Lists officers including Quirino D'Alessandro, Sr., Giuseppe D'Alessandro, Rosemarie Torres, etc., with their respective titles and handwritten signatures.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation and affix the Corporate Seal on the 10th of March, 2016.

By [Signature]
Rosemarie Torres, Secretary

Attest: [Signature]
Giuseppe D'Alessandro, President



8. Have you ever failed to complete work awarded to you; if so, where and why?

No

9. Name three (3) individuals or corporations for which you have performed work and to which you refer:

Please see attached Detailed Job Description.

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
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Please see Attached Work In Progress Report

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

Please see attached Resume of Qualifications, Equipment List

12. What equipment will you purchase for the proposed work?

None

NOTE:

If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

City of Hollywood

Water Main Replacement Program 14-5124 & 16-7077

Contractor Statement:

Lanzo Construction Co., Florida hereby declares that it anticipates using Richard Kohsman as Superintendent, & Pablo Riano as Project Manager, for the “Water Main Replacement Program Hollywood Boulevard to Sheridan Street Between N. Federal Highway (US-1) & N. 21st Avenue (14-5124), Royal Poinciana Sewer Expansion (16-7077) Project.” The resumes & references have been attached to this form.

QUALIFICATIONS

Mr. Riano is proficient in planning, coordination and management of construction activities associated with Broward County public works projects. The scope of projects he has managed includes construction of water distribution systems, sanitary sewer collection and transmission systems, storm drainage systems, road improvements, landscaping, and other incidentals. Mr. Riano acts as liaison with client in all aspects of negotiations. His responsibilities include preparation of schedules, procurement of materials, negotiation of sub-contracts, preparation of application for payments and change orders.

EXPERIENCE

Lanzo Construction Company (*Project Manager*)

2004 - Present

Responsible for the coordination and execution of underground utility construction projects. His duties consist of issuance of purchase orders, contracts, shop drawing review, scheduling, payment requisitions and Owner/Engineer communication and project negotiations. Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida.

University/College Library (*Supervisor*)

1997 – 2004

Served as supervisor as well as performed clerical duties. Assisted in workflow and operation of Circulation Dept. and kept the Sr. Library Associate apprised of issues or problems with staff. Redesigned paper flow through computer tracking for better record keeping. Served as troubleshooter for all department activities and operations to help determine better management strategy and greater productivity.

COMPLETED PROJECTS

- Broward County OES – North Andrews Gardens Neighborhood Improvement Project \$9,074,190
- Broward County WWS – West Ken Lark Neighborhood Improvement Project \$10,439,066
- Broward County WWS – Broadview Estates Neighborhood Improvement Project \$15,627,945
- Broward County WWS – NW Quadrant Neighborhood Improvement Project \$16,678,266
- City of Hollywood – Emergency Repair of 60' PCCP Effluent Outfall \$975,247
- Broward County WWS - UAZ 124 BP No. 2 Neighborhood Improvement Project \$ 4,635,729
- Broward County WWS - Rock Island Bp No. 3 Neighborhood Improvement Project \$26,002,137

MEMBERSHIPS

- American Society of Civil Engineers
- Committee on Environmental Sustainability at Broward College [2004]
- Chi Epsilon
- FIU - Order of the Engineer

EDUCATION

- Associate of Arts in Engineering – International
- Bachelor of Science in Civil and Environmental Engineering
- American Traffic Safety Services Association (ATSSA)
- Crosby Communication System Training (Risk Management, Basic Rigging Plan, Basic Rigging Principles and Load Control, Hardware Inspection, Rigging Triangle)

Richard Kohsman

SUPERINTENDENT



QUALIFICATIONS

Richard has over 25 years' experience in the construction industry and is a master of communication. He provides clear communication between the owner's representatives who make the decisions and our men with boots on the ground who build the work and is essential to the successful delivery of the Palm and Hibiscus Project. He possesses specific experience in the construction of major infrastructure projects including potable water main, storm water, wastewater, solid waste major pipeline and treatment plant projects. He has experience at the local and regional level for large-scale projects requiring the coordination of various construction disciplines. He is knowledgeable in both private and public sector construction needs. He has been responsible for capital improvement development for potable water distribution projects including sanitary sewer storm water and water systems for Dade, Monroe, Broward and Palm Beach Counties. His responsibilities include daily onsite management of 60 plus project personnel, coordination with the project manager and the owner representative(s) for all phases of the project to best meet community/public needs..

EXPERIENCE

Lanzo Construction Co., FL – Construction Superintendent	2009 - Present
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Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

DL Higgins – Construction Superintendent	1998-2009
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Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

Giannetti Contracting – Foreman	2005-2006
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Water, Sewer, and Force Main Pipe installation Foreman

COMPLETED PROJECTS

- City of Miami Beach – Venetian Isles - \$16,087,679
- Key West – Emergency Outfall - \$1,485,580
- City of Marathon – area 5 Wastewater & Storm Water - \$20,487,925
- Key West – Sanitary Sewer Upgrade - \$12,476,000

CERTIFICATIONS

- Advanced Maintenance of Traffic
- OSHA Construction Safety & Health
- CPR & First Aid Training & Citation Review
- Trench & Excavation Competent Person Training

-
- **EDUCATION** High School Diploma

Miami Dade Water and Sewer



Owner
Miami Dade Water and Sewer
Department
3071 SW 38th Ave
Miami, FL

Mike Hernandez
(305)773-2915

Final Project Amount
\$14,340,888.00



Engineer
CES
10700 North Kendal Dr., Suite 400
Miami, Florida 33176

Jose Caraballo
(786)639-0041

Start Date – April 2015
Substantial Completion – 5/14/18

This project is for the replacement of approximately 46,000 linear feet of 8-inch water main throughout the project area bounded by SW 16th Street, SW 22nd Street, SW 17th Avenue and SW 27th Avenue, also referred to as Shenandoah Phase B project area. The Miami-Dade County Water and Sewer Department (WASD) will award a design build team the contract to execute the design and construction under one single contract. The Lanzo Team, designer and contractor, will work together, as one cohesive unit, in order to successfully design, permit, and construct the entire project essentially within one year. The project will produce the following benefits to the residents, the Community, and WASD. • Increase capacity and flow by replacing the under-sized mains with new 8-inch pipe



- Eliminate the use of water mains within the easement at the rear of the properties
- Relocate water meters from the rear of the property to the front within the public right of way
- Improve water pressure to the residents
- Increase fire hydrant coverage and fire protection
- Increase fire protection flows

This project also requires the Lanzo design build team to enter the private property in order to relocate the water meter and water service line to the house. This effort requires proactive collaboration with residents in acquiring individual building permits for the plumbing work required to relocate the existing water service from the new water meter to the house. This carefully planned effort begins with contacting the homeowner to provide full access and permission to perform this work within the private property. Once the permission is granted, the design-build team will open individual permits issued by the City of Miami Building Department, and comply with the requirements of that department in order to properly install, inspect, and close the permit.

F438 36" Water Main on SW 152nd Street

MDWASD



Owner
MDWASD
3071 SW 38 Ave
Miami FL

Nelson Cespedes
(305)607-0799
ncesp@miamidade.gov

Original Contract Amount:
\$10,760,850.00
Final Project Amount:
\$10,125,379.00



Engineer
MDWASD
3071 SW 38 Ave
Miami FL

Start Date – February 2016
Completion – June 2017



This project is one in a series of projects that are being processed under Section 2-8.1.12 of the Code, entitled Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Accelerate Ordinance. The scope of work for this project consists of providing and installing 13,788 LF of 36-inch water transmission main along S.W. 152 Street from S.W. 137 Avenue to S.W. 112 Avenue. An additional 90 linear feet of 24-inch and 120 linear feet of 48-inch water main is also installed at the intersection of S.W. 152 Street and S.W. 127 Avenue. The work includes, but it is not limited to, furnishing and installing all ductile iron piping, valves and fittings; furnishing and installing all tapping sleeves, valves and appurtenances required to make interconnections to existing mains; furnishing and installing all 36" DIP carrier pipe and 54" steel casing piping and appurtenances required for

bore method which requires the control of ground water in the deep shafts to go under the CSX Transportation railroad along S.W. 152 Street; utility relocations; furnishing traffic control; making temporary and permanent paving repairs; repairing all traffic loops along the route; and all other appurtenant and miscellaneous items and work for a complete, functional and satisfactory installation. There will be no water service connections installed on the water main. It is Miami-Dade Water and Sewer Department's intent to obtain a completely functional, and satisfactory installation under this Project, and any items of labor, equipment or materials which may be reasonably assumed as necessary to accomplish this end.

Qualifications

- 13,788 liner feet of 36" DIP Pipe installation
- Deep Shafts with controlling inflow and bottom heave of the shaft
- Jack and bore of 54" steel casing
- Urban construction environment in Miami Dade Limestone



MDWASD

Owner
Miami Dade Water and Sewer
Department
3071 SW 38th Ave
Miami, FL

Juan Bedoya,
WASD Phone 305-245-5871
juan.bedoya@miamidade.gov

Contract Amount: \$20,164,956



Design Engineer
CH2M
3150 SW 38 Ave
Suite 700
Miami, FL 33146

Start Date – January 4, 2017
Substantial Completion – Aug 21,
2018

The location of the proposed 54-inch force main starts at S.W. 127 Avenue and S.W. 280 Street, continuing north along S.W. 127 Avenue, then east along S.W. 268 Street, then north along S.W. 112 Avenue, then east along S.W. 248 Street connecting to the existing 54-inch force main at S.W. 107 Avenue and S.W. 248 Street. The new force main will be installed for redundancy and will be connected to an existing 48-inch force main at S.W. 280 Street and S.W. 127 Avenue, connected to an existing 54-inch force main at S.W.



248 Street and S.W. 107 Avenue with provisions for a cross connection at S.W. 268 Street and 112 Avenue. The project is located in an urban environment in south Miami Dade County. The scope of work includes, but is not limited to, the installation of approximately 23,000 lineal feet of Department furnished 54-inch diameter PCCP force main, approximately fifteen (15) Department furnished 54-inch plug valves and one (1) 48-inch plug valve; furnishing and installing joint material; making

connections to existing mains; constructing a microtunnel force main installation under the Florida Turnpike which was value engineered along with permit revision with the FDOT for open cut installation; constructing a microtunnel force main installation under C-102 Canal also value engineered along with permit revisions with SFWMD and USACE to open cut canal crossing including the installation of 72" Steel Casing pipe which we then installed 54" DIP carrier pipe with spacers inside. DIP was used because of the weight difference being easier to install in the casing pipe.



Broward County



Owner

Broward County
2555 W. Copans Road
Pompano Beach, FL 33069
Patrick MacGregor
(954) 831-0904
pamacgregor@co.broward.fl.us

Original Contract Amount

\$10,558,209.50

Final Project Amount

\$11,083,454.00



Engineer

Craven Thompson and Associates
3563 NW 53rd Street
Ft. Lauderdale FL 33309
Marc Woodworth
Senior Construction Manager
(954)739-6400
mwoodworth@craventhompson.com

Start Date – March 2012

Completion – March 2015

This project was designed to upgrade the existing utilities and provide new pavement in this residential neighborhood. New water mains, sewer mains, and surface restoration were installed while accommodating the residents. Lanzo was contracted by Broward County as the prime contractor to build this project.



This project is located within the Pompano the Neighborhood of Highland, west of NE 17 Ave, east of Dixie Highway, south of NE 54 St, north of NE 46 St.



The new utilities installed consisted of 500 LF of 6", 1,500 LF of 8", 850 LF of 12" LF of 1,300 LF of 20", 1,100 LF of 24" DIP-WM, 32,000 LF of 4", 1,900 LF of 16" PVC-Reuse WM, 28,670 LF of 8" PVC-Sewer with cuts as deep as 16', 550 LF of 8" DIP-FM, 119 Sewer Manholes, 1 Pump Station, 5,000 LF of 15-18" RCP, 10,170 LF of 15-18" HDPE culvert, 174 Storm Sewer Manholes, Pavement Restoration, Sidewalk and Curbing, establishing new Swales, Landscape & Irrigation. Work also included the water service pipe installation on private property of 25,000 LF, which required extensive public outreach to coordinate with the property owners.

City of Hallandale Beach



Owner

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach FL 33009

Mariana Pitiriciu, PE
(954)895-9944
Former City Engineer
mpitiriciu@yahoo.com

Original Contract Amount
\$8,074,323.00
Final Project Amount
\$9,682,693.00



Engineer

Calvin Giordano & Associates
1800 Eller Drive, Suite 600, Ft
Lauderdale, FL 33316

Bob McSweeney
(954)850-2060
bmcsweeney@calvin-giordano.com

Start Date – February 2012
Completion – May 2015

This project is Bordered by Hallandale Beach Blvd to the South, US1 to the West, NE 9th St to the North and NE 14 Ave to the south. This project was contracted to provide drainage improvements to the neighborhood in the NE Quadrant of Hallandale Beach which required extensive public outreach to coordinate with the property owners. As a part of the design to collect the storm water 2 large storm water pump stations were installed in dewatered sheeted cofferdams that were 18 vertical feet below grade. The reinforced structures were cast in place because the size of the structures prohibited pre-casting. The new pump stations each have Telemetry control of the diesel powered



pumps to be able to operate without electricity in an emergency situation. Work also included large diameter force mains, drainage wells and the large diameter culverts for stormwater collection.

Specific quantities installed include: Drainage culverts ranging from 15” CAP 196 LF, 24” CAP 1,691 LF, 30” CAP 1,230 LF, 36” CAP 967 LF, 48” RCP 1,336, 60” RCP 1,050 LF, 48x79” Elliptical RCP 45 LF, Storm Water Collection Structures 62 EA, 60” Tideflex Checkmate Inline Check Valve 1 EA, 42” Tideflex Checkmate Inline Check Valve 1 EA, Drainage Wells 16 EA, Storm Water Pump Stations, 18 vertical feet below grade, 2 EA, 48” DIP Stormwater FM 2,526 LF, 36” DIP Stormwater FM 573 LF, 24” DIP Stormwater FM 1,352 LF, 30” PVC Wastewater FM 2,846 LF, 20” PVC Wastewater FM 117 LF, 18” PVC Wastewater FM 30 LF.



Lanzo Construction Co. Florida

Work in Progress

NAME OF PROJECT	CONTACT NAME	OWNER	ENGINEER	Total Contract Value	Original Contract Time	Original Contract Price	% Completed To Date
Venetian Islands Improvements	Luis Leon lleon@shiskin.com 954-435-7010	City of Miami Beach	Schwabe-Shskin & Associates	\$ 27,027,634.00	456 Days	\$10,339,538.00	97%
Palm & Hibiscus Islands Design Build	Mark Tomczyk, Senior PM MarkTomczyk@miamibeachflg.com 305-673-7071	City of Miami Beach	Wade Trim	\$ 40,323,720.00	450 Days	\$36,500,000.00	94%
Miami Beach DB Sunset Harbor WM Design Build	Jose Rivas JoseRivas@miamibeachflg.gov 305-673-7080	City of Miami Beach	Wade Trim	\$ 13,806,417.00	910 Days	\$9,756,995.00	95%
Town of Hillsboro Beach WM Replacement	Peter Moore PMoore@chenmoore.com 954-818-9552	Town of Hillsboro Beach	Chen Moore & Associates	\$ 6,157,542.00	180 Days	\$6,498,272.00	97%
Reclaimed Water Main Area 12C	Aaron Cutler ACutler@baxterwoodman.com 561-398-1585	City of Delray Beach	Matthew's Consulting	\$ 4,046,260.00	330 Days	\$4,146,270.50	90%
Donut Hole Design Build	Mario Garcia garcm@miamidade.gov 786-552-4353	Miami Dade Water and Sewer	Wade Trim	\$ 9,794,837.00	552 Days	\$ 9,794,837.00	5%
SW Drainage Improvements	Bob McSweeney bmcweeney@calvin-giordano.com 954-850-2060	City of Hallandale Beach	Calvin, Giordano & Associates	\$ 11,775,000.00	540 Days	\$ 11,835,000.00	9%
Hillsboro Mile Sanitary Sewer	Marc Woodworth Mwoodworth@CravenThompson.com 954-818-3587	Broward County	Craven Thompson & Associates	\$ 9,550,573.00	425 Days	\$9,782,573.00	16%
Sawgrass Reuse Distribution System	TBD	City of Sunrise	Arcadis	\$9,150,020.00	510 Days	\$9,150,020.00	1%

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	Work to be Performed	Subcontractor's Name / Address
1.	<u>None</u>	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

SECTION 00435

LOCAL PREFERENCE

(EXHIBIT "A")

Pursuant to §38.50 of the City of Hollywood *Code of Ordinances*, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

SECTION 00495

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Box / Slope Method

Total \$ 118,200.00

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act".



Witness Signature

Prajwal Aditya

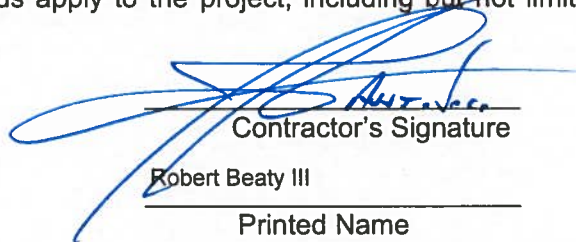
Witness Printed Name

125 SE 5th Ct, Deerfield Beach, FL 33441

Witness Address

March 14th, 2019

Date



Contractor's Signature

Robert Beaty III

Printed Name

Assistant Secretary

Title

March 14th, 2019

Date

- END OF SECTION -



miamidade.gov

Water and Sewer
PO Box 330316 • 3071 SW 38 Avenue
Miami, Florida 33233-0316
T 305-665-7471

June 26, 2018

Michael R. Bone, Vice President
Lanzo Construction Co., Florida
125 S.E. 5 Court
Deerfield Beach, FL 33441

RE: Project No. DB15-WASD-01, Contract No. 17LCCF002

Dear Mr. Bone:

Enclosed please find your executed copy of the Project No. DB15-WASD-01, Contract No. 17LCCF002-Design-Build Services for Replacement of Water Mains and Service Conversions in the City of North Miami Beach "Donut Hole" Service Area.

The total compensation of the contract is not to exceed \$9,794,837.00, for a contract term of 552 calendar days from Notice to Proceed.

If you have any additional questions, please do not hesitate to contact me at 786-552-8040 or via email at patty.palomo@miamidade.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patty Palomo", written over a circular stamp or seal.

Patty Palomo, Chief of Intergovernmental Affairs
Miami-Dade Water and Sewer Department

**DESIGN-BUILD CONTRACT
DESIGN-BUILD SERVICES FOR REPLACEMENT OF WATER MAINS
AND SERVICE CONVERSIONS IN THE CITY OF
NORTH MIAMI BEACH "DONUT HOLE" SERVICE AREA
PROJECT NO. DB15-WASD-01
CONTRACT NO. 17LCCF002**

DESIGN-BUILD CONTRACT

Made as of the 25th day of June in the year 2018.

Between the COUNTY: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "COUNTY", which shall include its officials, successors, legal representatives, and assigns.

And the DESIGN-BUILDER:

Name: Lanzo Construction, Co., Florida
FEIN: 59-2011933
Address: 125 S.E. 5 Court
Deerfield Beach, FL 33441
Phone Number: 954-979-0802
Contact Person: Michael R. Bone, Vice President
E-mail Address: estimating@lanzo.org

The term "DESIGN-BUILDER" shall include its officials, successors, legal representatives, and assigns.

The COUNTY and the DESIGN-BUILDER agree as set forth herein:

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AFFIDAVITS

Design-Builder's Affidavit
Conflict of Interest Affidavit
Vendor Affirmation Affidavit
Collusion Affidavit
Debarment Disclosure
Criminal Record
Public Entity Crimes
Contractor's Due Diligence

ARTICLE 1
ABBREVIATIONS AND DEFINITIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the ABBREVIATIONS and DEFINITIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1) ABBREVIATIONS:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Official
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Insurance Association. (Successor to NBFU)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute (Successor to USASI and ASA)
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers Institute
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMA	Concrete Masonry Association
CM/IT	Construction Management / Inspection Team
CPSC	Consumer Products Safety Council

CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EEL	Edison Electric Institute
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FPR	Federal Procurement Regulations
FS	Florida Statutes
IEEE	Institute of Electrical and Electronics Engineers (Successor to AIEE)
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISD	Internal Services Department
ISO	International Standards Organization
JIC	Joint Industrial Council
MBMA	Metal Building Manufacturer's Association
MDC	Miami-Dade County
MDFD	Miami-Dade Fire Department
MDWASD	Miami-Dade Water and Sewer Department
MIL	Military Specifications
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety & Health Administration/Occupational Safety & Health Act
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PSC	Public Service Commission
PWWM	Miami-Dade County Public Works and Waste Management Department
SBD	Miami-Dade County Small Business Development Department
SFBC	South Florida Building Code
SFWMD	South Florida Water Management District
SMACCNA	Sheet Metal and Air Conditioning Design-Builders National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TIMA	Thermal Insulation Manufacturer's Association
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers

Whenever the following terms or pronouns in place of them appear in these Contract Documents the intent and meaning shall be interpreted as follows:

1.2) DEFINITIONS

ADDENDUM/ADDENDA: Written errata, interpretations and revisions to the Bid Documents issued by COUNTY prior to award of the project.

ADDITIONAL SERVICES: Those services, in addition to the Scope of Services in this Contract, which the DESIGN-BUILDER shall perform at COUNTY'S option and when authorized by task order authorization(s) in accordance with the terms of this Contract.

ARTICLE: The numbered prime division of this Contract.

AS-BUILT DRAWINGS: Drawings produced by the DESIGN-BUILDER and provided to the DIRECTOR or the DIRECTOR's designee as a final record of how the Work was actually constructed. These as-built drawings are created from the DESIGN-BUILDER'S "issued for construction" plans and specifications, including all revisions, shop drawings, requests for information and submittals, addendum and Change Order drawings, and the DESIGN-BUILDER as-built date record of the construction plans and specifications. Such as-built drawings are converted into the Record Documents by the DESIGN-BUILDER, stamped by a Florida Professional Engineer, and submitted to the COUNTY in accordance with the Design Criteria Package specifications.

ALIGNMENT: The horizontal and vertical location of a tunnel, street, pipeline or some other Work or related component as described by curves, tangents and elevations.

APPLICABLE LAW: Any applicable law (including, without limitation, any Environmental Law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, and Florida Building Code requirements and regulations, and all applicable impact fee requirements. All rules, regulations, ordinances, resolutions, administrative orders, and the charter references in this Agreement, which may be applicable, are posted on the County's website www.miamidade.gov. If, after the date of this Contract, there is any change in applicable laws that increases the services to be provided, or cost or expenses incurred by the DESIGN-BUILDER in performing the services under this Contract, then the DESIGN-BUILDER'S compensation otherwise payable under this Contract may be increased or decreased accordingly by mutual agreement between the Parties hereto; however, no increase in compensation hereunder shall be effective unless authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

APPLICATION FOR PAYMENT: The DESIGN-BUILDER invoice and associated documentation required for submittal to the MDWASD to request payments due under the Contract in a format acceptable to MDWASD.

AWARD: The issuance of a Contract by Miami-Dade County.

BASIC SERVICES: Those design-build services defined in Article 5 "SCOPE OF SERVICES".

BID BOND: The cashier's check, certified check or Bid Bond, accompanying the Bid submitted by the DESIGN-BUILDER, as a guarantee or security that the DESIGN-BUILDER will enter into a contract with the COUNTY for the performance of the Work and furnish acceptable bonds and insurance if the Contract is awarded to the DESIGN-BUILDER.

BOARD OF COUNTY COMMISSIONERS: The duly elected officials authorized to act on behalf of the COUNTY.

CERTIFICATE OF FINAL COMPLETION: A written notice issued by the COUNTY and concurred by the DESIGN-BUILDER that all conditions of the permits and regulatory agencies have been met; all design, construction, reconstruction or rehabilitation, including corrective Work, has been performed; and all requirements of the Contract Documents have been completed, and the COUNTY has received from the DESIGN-BUILDER a release of all liens, release of surety, release of claims by the DESIGN-BUILDER, corrected as-built drawings, record drawings, and all other documents required by this Contract.

CHANGE NOTICE: A document issued by the COUNTY to the DESIGN-BUILDER specifying a proposed change to the Contract Documents.

CHANGE ORDER: A written document ordering a change in the contract price or time or a material change in the Work, as determined by the COUNTY.

CONSTRUCTION STAGING AREA: Property which may be available for use by the DESIGN-BUILDER during the construction period for the purpose of storing products and construction equipment and for the purpose of staging the Work. The construction staging area(s), if applicable, are defined in the Contract Documents.

CONSTRUCTION MANAGEMENT/INSPECTION TEAM ("DIRECTOR'S DESIGNEE"): The team engaged by the COUNTY'S REPRESENTATIVE, led by the firm providing the CONSTRUCTION MANAGEMENT SERVICES, to administer the Design-Build Contract and manage and inspect the Work performed for execution of the Project with the authority granted to it by the COUNTY'S REPRESENTATIVE.

CONSTRUCTION MANAGEMENT CONSULTANT/SERVICES: The Construction Management Consultant is responsible for contract administration, construction management and field inspection services that will include, but are not limited to: construction administration activities during the design, permitting and construction phases of the Design-Build Contract; daily on-site inspections; maintaining daily progress log(s); coordinating weekly status meetings; reviewing and approving schedules, schedule of values, and other documents as necessary; processing and

authorizing progress payments, including allowance accounts and change orders; reviewing and accepting as-built drawings; utilizing MDWASD'S project control system to track all documents and activities; interfacing with the Design-Build Criteria Professional and the Design-Build Contractor as needed; and responding to requests for information.

CONTINGENCY ALLOWANCE ACCOUNT(S): An account that establishes a specific amount of time and/or money to be used to perform.

CONTRACT: The term "Contract" means the entire and integrated agreement between the DESIGN-BUILDER and the COUNTY (the "Parties") setting forth the obligations of the Parties thereunder, including, but not limited to, performance of the Work and the basis of payment. The Contract supersedes all prior negotiations, representations, or agreements, either oral or written. The Contract is inclusive of all Exhibits, the Contract Documents, the Contract Drawings, the Design Criteria Package and its attachments and references, addenda, and modifications. Other terms and conditions are included in the Exhibits and documents that are expressly incorporated by reference.

CONTRACT COMPLETION DATE(S): The effective date of Notice-to-Proceed ("NTP") plus the Contract duration, as defined in Article 6 "THE PROJECT", as may be amended by change order.

CONTRACT DOCUMENTS: Documents applicable to and specific to the design and construction of an individual Project setting forth the obligations of the Parties thereunder, including, but not limited to, the performance of the Work and the basis of payment and consisting of the Request for Design-Build Services (RDBS), including the Design Criteria Package with any and all exhibits and attachments, DESIGN-BUILDER proposal submitted in response to such RDBS documents, the executed Design-Build Contract and the specifications and drawings which are to be developed, signed and sealed by the DESIGN-BUILDER, with any addenda, and modifications thereto so long as such specifications and drawings are determined by the MDWASD, or its designated representatives, to be in compliance with the Contract Documents. Unless specifically defined and approved in writing by the COUNTY such as a substitution or waiver of a specific requirement, all requirements of the RDBS documents, including the Design Criteria Package, and this Contract take precedent over other Contract Documents

CONTRACT DRAWINGS: The plans, profiles, cross-sections, elevations, schedules, and details which show locations, character, dimensions, and details of the Work to be developed, signed and sealed by the DESIGN-BUILDER subsequent to NTP.

CONTRACT PRICE: The amount specified in Article 11 "BASIS OF COMPENSATION", pursuant to the terms and conditions of this Contract.

CONTRACT TIME: The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration.

COUNTY ("MIAMI-DADE COUNTY" OR "OWNER"): A political subdivision of the State of Florida. In all respects hereunder, the COUNTY'S performance is pursuant to the COUNTY'S position as the Owner of this Project. In the event the COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and enforcement of any rules, regulations, laws and ordinances shall be deemed to have

occurred pursuant to the COUNTY'S authority as a governmental body and shall not be attributable in any manner to the COUNTY as a party to this Contract.

COUNTY'S REPRESENTATIVE: The DIRECTOR or the Director's designee, individual(s) or firms(s), designated to act on his behalf in the administration of the Contract within the limits of their respective authorization, including the Design Criteria Professional and the Construction Management Consultant, Inspectors and Project Manager.

DAYS: Unless otherwise designated, days mean calendar days.

DEDICATED ALLOWANCE(S) ACCOUNT: A stated maximum dollar amount(s) that are included in the Contract for the purpose of funding specific items of Work at the sole discretion of the Owner. The scope and limitations regarding use of the Dedicated Allowance Account(s) are contained in the Contract Documents.

DESIGN-BUILDER ("DESIGN-BUILD", "CONTRACTOR", "PRINCIPAL" or "CONTRACTOR"): The person, firm or corporation selected to perform the Work pursuant to this Contract. The DESIGN-BUILDER will be liable for the acceptable performance of, and payment of, all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of the DESIGN-BUILDER shall be deemed to be a reference to the DESIGN-BUILDER. The DESIGN-BUILDER will be responsible for the professional services, design, supply, construction/installation, and performance of all equipment, materials, and systems, and the DESIGN-BUILDER shall not be relieved of the responsibility for the performance of all equipment furnished for the Project as defined in the Design Criteria Package. The DESIGN-BUILDER shall include a design engineering architecture/staff professional pursuant to Section 287.055, Florida Statutes.

DESIGN CRITERIA PACKAGE: The document provided as part of the Request for Design-Build Services (RDBS), Step Two, Request for Proposal, consisting of narrative description, quality standards and references, and other technical data, and performance-oriented drawings and/or specifications of the construction which stipulates the project scope of Work and technical requirements for which all DESIGN-BUILDERS are to base their proposals. The Design Criteria Package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including but not limited to, the legal description of the Work Site, survey information concerning the Work Site, space and distance requirements, material quality standards, schematic layouts and conceptual design criteria of the Project, cost or budget estimates, design and construction schedules, Work Site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the specific project.

DESIGN CRITERIA PROFESSIONAL ("DESIGN CRITERIA CONSULTANT"): The Design Criteria Professional for this Project is 300 Engineering Group, P.A., currently located at 3850 Bird Road, Suite 601, Miami, Florida 33146. The Design-Criteria Professional acts as the COUNTY'S REPRESENTATIVE.

DIRECT COST: The DESIGN-BUILDER'S cost of labor, material, equipment and subcontracts required to perform an element of Work, excluding mark-ups for profit,

overhead, bond, insurance, small tools, incidentals, impact costs, indirect costs and DESIGN-BUILDER'S mark-ups on subcontractor Work.

DIRECTOR ("COUNTY'S REPRESENTATIVE"): The DIRECTOR of the Miami-Dade Water and Sewer Department ("MDWASD") who administers the Contract on behalf of the COUNTY.

DIRECTOR'S DESIGNEE: The individual or firm designated to represent the DIRECTOR during the execution of the design and construction of the Project, who is authorized to administer the Project on a day-to-day basis.

EFFECTIVE DATE: The date that the Design-Build Contract is duly executed by all parties and is legally binding and enforceable.

EQUIPMENT: The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof.

EXTRA WORK: Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for Extra Work is governed by Article 11, "BASIS OF COMPENSATION".

FIELD ORDER: A written order issued by the COUNTY'S REPRESENTATIVE which orders minor changes in the Project but which does not involve a change in the total contract amount or contract completion date.

FINAL COMPLETION: The formal written communication from the DIRECTOR or the COUNTY'S REPRESENTATIVE to the DESIGN-BUILDER that all of the Work and related requirements, including all physical work and final submittal of record drawings and specifications and all other documentation and services, including any remaining Work items identified at Substantial Completion or thereafter, are completed in accordance with the Contract Documents and accepted by the COUNTY. The status of completion of the Work, or a portion thereof, of a particular project or, by Contract Document formally and separately designated portion thereof, such that, in accordance with the provisions of the Contract Documents and their reasonably assumed intent, the Project or portion thereof, is in a state such that no further Work or Services are required, in accordance with the Contract Documents to render complete and satisfactory work acceptable to the MDWASD, including any pending items whether or not they were listed after Substantial Completion, and all manuals, certifications, as-built plans and record documents, and any other documentation provided as required by MDWASD or other governing authority. Final Completion excludes the DESIGN-BUILDER responsibilities with respect to warranties and guarantees, including any statutory requirements, specified in, or related to the Contract.

FURNISHING: Manufacturing, fabricating and delivering to the Site of the Work materials, power, tools, patterns, supplies, appliances, vehicles and conveyances necessary or required for the completion of Work.

INDIRECT COSTS: Costs, other than direct costs, required to perform an element of Work. Indirect costs may include profit, overhead, bond, insurance, impact costs (including impact to unchanged work), small tools, incidentals and the DESIGN-

BUILDER'S mark-up on subcontractor work paid in accordance with Contract Documents.

INSTALLATION or INSTALLING: Completely assembling, erecting, and connecting material, parts, components, supplies, and related equipment specified or required for the completion of the Work.

INSPECTOR: An authorized representative of the COUNTY assigned to make necessary inspections of materials and equipment furnished by the DESIGN-BUILDER and of the Work performed by the DESIGN-BUILDER.

INSURANCE SPECIFICATIONS: Insurance requirements of the Contract to be provided by the DESIGN-BUILDER and included in Article 13.3 of this Contract.

LIMIT OF WORK: Physical boundary within which the Work is to be performed.

MATERIAL: Materials incorporated in this Project or used or consumed in the performance of the Work.

MIAMI-DADE WATER AND SEWER DEPARTMENT ("MDWASD"): A Department of Miami-Dade County that maintains and operates the County's water and sewer system.

MILESTONE EVENT DATE(S) (Milestone Date(s)): A contractually mandated completion event date, including Contract completion dates, as defined in the Contract and represented in the Project Schedule. Milestone Dates may include interim dates within the duration of the Project or completion dates when Work, or portions of the Work, are required to be finished.

MOBILIZATION and ENGINEERING SCHEDULE: An initial schedule prepared by the DESIGN-BUILDER in Critical Path Method (CPM) format, provided to the COUNTY to indicate the specific DESIGN-BUILDER activities for the main mobilization and engineering period immediately after NTP, including DESIGN-BUILDER submittals to the COUNTY for compliance review with the Contract Documents. This Schedule does not need to have the detail required for construction and other activities to be conducted beyond the first one hundred twenty (120) days after NTP. Its purpose is to achieve an early common schedule basis for working coordination while the engineering, design and mobilization activities are progressing to enable development of the Baseline Project Schedule for the entire Project.

NOTICE TO OCCUPY SITE: Written notice from the DIRECTOR or the COUNTY'S REPRESENTATIVE to the DESIGN-BUILDER that allows the DESIGN-BUILDER to occupy the Project Site. Said authorization from the DIRECTOR or the Director's designee may be included in the Notice to Proceed.

NOTICE TO PROCEED ("NTP"): Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER specifying the date on which the DESIGN-BUILDER is to proceed with the Work and on which the Contract period begins.

NOTICE OF TERMINATION: Written notice from the DIRECTOR or the Director's designee to the DESIGN-BUILDER to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

OWNER: Miami-Dade County.

PERMANENT SUBSURFACE EASEMENT: Underground space required to construct and maintain permanent subsurface facilities.

PERMANENT UTILITY EASEMENT: Area required to construct and maintain utility facilities.

PLANS ("DRAWINGS AND SPECIFICATIONS"): The preliminary and final plans and drawings and renderings of the Project and the preliminary outline and final specifications for the design-build services for the Project, which will be prepared by the DESIGN-BUILDER and will be made a part of the Contract Documents upon acceptance by the COUNTY.

PRICE PROPOSAL: The form of which the DESIGN-BUILDER provides his/her prices for the Work in the proposal provided in response to the RDBS.

PROJECT: The Scope of the Work and Services as defined in the Contract Documents, including but not limited to, the Design Criteria Package, this Contract with all amendments and the Specifications, General Covenants and Conditions and Special Provisions.

PROJECT INITIATION DATE: The date provided in the Notice to Proceed upon which the Contract's time for performance begins.

PROJECT SCHEDULE ("BASELINE PROJECT SCHEDULE"): The baseline Project schedule covering the entire scope and duration of the Project prepared in the critical path method (CPM) and cost-loaded based on an agreed Schedule of Values that is developed and submitted by the DESIGN-BUILDER to the DIRECTOR or the COUNTY'S REPRESENTATIVE for compliance review with the Contract Document. The Project Schedule indicates the durations and sequence of key activities of engineering, design, permitting, construction, testing and commissioning and indicates Milestone event dates as required by the Contract, including the Substantial and Final Completion dates.

PROPOSAL DOCUMENTS: Documents applicable to and specific to the DESIGN-BUILDER'S Proposal for this Contract, consisting of qualifications data and information; technical narrative descriptions; design and construction data; plans and calculations; commercial data, including pricing, insurance and bonding; and forms provided in the Proposal, and other related documents specified in the Contract and errata and addenda thereto.

QUANTITY ADJUSTMENT: Is to be used for Additional Work that is beyond the scope of work in this contract, which requires approval from the Miami-Dade Water and Sewer Department's Director or the Director's designee.

REQUEST FOR DESIGN-BUILD SERVICES ("RDBS"): A document issued by the COUNTY to solicit proposals from firms to perform the Design-Build project.

REQUEST FOR CHANGE: A written request by the DESIGN-BUILDER to the DIRECTOR or the Director's designee requesting issuance of a Change Order for an adjustment in Contract Duration and/or Total Contract Price.

RIGHT OF WAY: A term denoting land and property, and interests therein, acquired by the COUNTY.

SAMPLES: Physical examples, provided by the DESIGN-BUILDER, for review of compliance with the Contract Documents by the COUNTY, which illustrate materials, equipment, fixtures and workmanship, which establish standards by which the Work will be judged.

SCHEDULE OF VALUES: A detailed breakdown of the Contract Price and associated elements of the Work submitted by the DESIGN-BUILDER promptly after award of the Project, and agreed between the DESIGN-BUILDER and the COUNTY to serve as a basis for measuring progress of the Work and for making monthly progress payments to the DESIGN-BUILDER.

SCOPE OF SERVICES: The services to be provided by the DESIGN-BUILDER that include, but are not limited to, engineering, design, procurement and construction services necessary to prepare the construction plans and specifications, as well as providing installation/construction, testing and commissioning of the Project, as described in Article 5 "SCOPE OF SERVICES" of this Contract.

SCOPE OF WORK ("WORK"): The scope of the engineering, design, permitting, construction/installation, testing and commissioning and providing the necessary labor, materials, equipment, supervision and other services to fulfill all the contractual requirements as indicated in the Contract Documents, including addenda, modifications, or extensions thereto made by authorized changes. Includes, but is not limited to, the physical components and facilities of the Project, as well as activities related to designing, building and achieving performance of such components and facilities, all as delineated in the Design Criteria Package.

SHOP DRAWINGS: Documents furnished by the DESIGN-BUILDER to illustrate specific portions of the design, fabrication or installation. Shop Drawings include drawings, diagrams, illustrations, schedules, tables, charts, brochures and other data describing fabrication and installation of specific portions of the Work.

STATE: The State of Florida.

SUBCONSULTANT: A subconsultant is a person or organization which is properly registered as a professional Architect, Interior Designer, Engineer, Landscape Architect, or other qualified professional in other fields not requiring professional registration, who has signed a Contract with the DESIGN-BUILDER to furnish professional services for the Project Scope of Work. A subconsultant does not furnish trade labor for construction.

SUBCONTRACTOR: A subcontractor is a person or organization which is properly registered as a General or Trade contractor within the State for the particular trade or craft for which he/she will be performing work, who has signed a Contract with the

DESIGN-BUILDER to furnish construction/installation-related services within the Project Scope of Work.

SUBSTANTIAL COMPLETION: Substantial completion of a project or specified area of a project is the date on which the construction is sufficiently completed as determined by the COUNTY, in accordance with the Contract Documents as modified by any Change Orders agreed to by the parties, so that the COUNTY can beneficially occupy the Project or specified area of the Project for the use for which it was intended.

SURETY: The surety company or individual which is bound by Contract Bond with and for the DESIGN-BUILDER who is primarily liable and which surety company or individual is responsible for DESIGN-BUILDER'S acceptable performance of the Work under this Contract and for the payment of all debts pursuant to Section 255.05, Florida Statutes, as may be amended from time to time.

TECHNICAL PROVISIONS: Those provisions which specify the design requirements, materials, execution of construction, performance requirements, and method of measurement and payment for work entering into the Project.

TEMPORARY CONSTRUCTION EASEMENT LINE: A boundary which describes the area available for construction operations.

TERM OF THE CONTRACT: Means the maximum number of calendar days, including authorized time extensions, allowed for Final Completion of all Contract Work and requirements. Also called "Contract Duration".

TOTAL CONTRACT AMOUNT: The sum of the DESIGN-BUILD CONTRACT PRICE, together with the COUNTY'S Contingency Account and Dedicated Allowance Account, which constitute all sums under the CONTRACT.

VALUE ENGINEERING PROPOSAL ("VE"): The systematic application of recognized techniques for optimizing both cost and performance and/or providing innovative techniques in a new or existing facility or system, or for eliminating or replacing items to reduce cost without significantly reducing the required functions and/or performance of the facility or system.

VALUE ENGINEERING PROPOSAL ("VEP"): Means a proposal submitted, at the sole option of DESIGN-BUILDER, pursuant to Section 13.16 below.

WORK: Means all work, services, activities and other obligations to be performed by the DESIGN-BUILDER under the Contract Documents, including without limitation, design, engineering, permitting, procurement of equipment and/or materials, project management, supervision, construction, training, testing, startup and commissioning, and all other services and deliverables required by the Contractor to achieve Substantial Completion and Final Completion of the Project in accordance with the Contract Documents requirements.

WORKSITE ("WORKSITE" or "SITE"): The area enclosed by the Site boundaries or Limits of Work indicated in the Contract Documents and boundaries of local streets, waterways, public lands, temporary and permanent easements and other such physical locations in which the DESIGN-BUILDER is to perform the Work under the Contract. It

shall also include areas obtained by the DESIGN-BUILDER for use in connection with the Contract, when contiguous to the Limit of Work.

WORKING DRAWINGS: Drawings, calculations and catalog data, other than Contract Drawings furnished by the DESIGN-BUILDER and Shop Drawings prepared by the DESIGN-BUILDER, necessary or required for the DESIGN-BUILDER'S prosecution of the Work. The COUNTY and its Design Criteria Professional will not review Working Drawings and will not be responsible for their content or accuracy. They are the sole responsibility of the DESIGN-BUILDER.

ARTICLE 2 INTERPRETATION

- 2.1) Documents comprising the Contract Documents are complementary and indicate the scope and requirements for the design, permitting, construction/installation, testing, commissioning and completion of the Work and Services. Anything mentioned in one document, including the RDBS and Design Criteria Package, and not mentioned in the Contract, shall be of like effect as if shown or mentioned in both.
- 2.2) Where "as indicated", "as detailed" or words of similar import are used, it shall be understood that the reference is made to the Contract Documents, including the RDBS and Design Criteria Package, unless stated otherwise.
- 2.3) References to Articles or Sections include sub-articles or sub-sections under the Article referenced (for example, a reference to Article 8 is also a reference to 8.1 through 8.4) and references to paragraphs similarly include references to the sub-article.
- 2.4) Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of receipt of Proposals except where a particular issue is indicated. In case of conflict between municipal, utility, industry, and railroad standards, the stricter standard shall govern. In case of conflict between the referenced standard and other requirements of the Contract Documents, the stricter requirements shall govern.
- 2.5) In order to ensure that the Contract is administered in conformity to the laws and regulations governing the same, questions concerning or arising out of or in connection with the performance of the Contract or the warranty of the Work, as they may involve the construction and interpretation of this Contract and performance thereunder, will be governed by and decided according to the laws and regulations of Miami-Dade County, the State of Florida, and the United States of America. Any litigation which may arise out of this Contract shall be commenced in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida.
- 2.6) When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of receipt of Proposals except where a particular issue is indicated.

- 2.7) Effect of Headings: The headings and titles to provisions in the Contract Documents are descriptive only and shall be deemed not to modify or affect the rights and duties of parties to this Contract.

**ARTICLE 3
INTENTION OF THE COUNTY**

- 3.1) It is the intent of the Contract Documents to result in the design and construction of a fully complete, fully functional Project, ready in all aspects to be put to its intended use, that is designed and constructed by the DESIGN-BUILDER in accordance with the COUNTY reviewed and fully permitted Contract Documents prepared by the DESIGN-BUILDER and accepted by the COUNTY. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result, will be supplied whether or not specifically called for.

**ARTICLE 4
RESPONSIBILITIES OF THE DESIGN-BUILDER**

- 4.1) The DESIGN-BUILDER shall perform the design and construction of the Project as defined in the RDBS, including the Design Criteria Package and in accordance with the approved alternate proposal. In summary, the Services include, but are not limited to, providing all resources and professional services to perform the design and construction of the Project, such as planning, technical investigations, engineering, design, permitting, procurement of materials and equipment, construction, installation, testing and commissioning and Work-Site restoration, together with providing all labor, materials, equipment and construction equipment, together with all project management, cost and schedule management, field supervision, quality control and assurance and safety and health activities to complete the Work in a timely, quality and efficient manner that meets the Contract requirements within the Project Schedule.
- 4.2) The DESIGN-BUILDER shall be responsible for obtaining all necessary licenses and permits not being provided by the COUNTY and for complying with applicable federal, state, county and municipal laws and latest codes and regulations in connection with the prosecution of the Work.

The COUNTY shall establish a Dedicated Allowance Account to reimburse the actual agency permits fees cost to the DESIGN-BUILDER. The cost of such permits will exclude any DESIGN-BUILDER technical support, administrative and incidental cost, which shall be included elsewhere by the DESIGN-BUILDER in the CONTRACT PRICE. The DESIGN-BUILDER shall protect, indemnify and hold harmless the Federal, State, County and Municipal governments and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the DESIGN-BUILDER, its employees, agents or subconsultants and subcontractors. No extensions of time will be granted to the DESIGN-BUILDER for delays in obtaining the permits that are the responsibility of the DESIGN-BUILDER. The DESIGN-BUILDER shall not be responsible for delays in obtaining permits that are the responsibility of the COUNTY unless the DESIGN-BUILDER has contributed to such delays through any action or inaction of the DESIGN-BUILDER.

- 4.3) It is the DESIGN-BUILDER'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and for all persons working on the Project for whom a Certificate of Competency is required. Occupational licenses from Miami-Dade County firms will be required to be submitted within fifteen (15) days of notification of intent to award. Local Business Tax Receipts Occupational licenses will be required pursuant to Florida Law.
- 4.4) The DESIGN-BUILDER shall be fully responsible for the actions of all persons working in conjunction with the design and construction of the Project.
- 4.5) The DESIGN-BUILDER is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by the DESIGN-BUILDER'S subconsultants), within the specified time period and for the specified Contract Price. The DESIGN-BUILDER shall exercise that degree of care and skill customarily exercised by other professionals performing similar services with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for, and represents that the Work conforms to, the COUNTY'S requirements as set forth in the Contract Documents.

The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages caused by the DESIGN-BUILDER'S negligent acts or errors or omissions in the performance of the Work as specified in Article 13.2 "ERRORS AND OMISSIONS" of this Contract. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its sole expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The DESIGN-BUILDER shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming design and construction services resulting from the DESIGN-BUILDER'S deficiencies for a period from the commencement of this Contract until twelve (12) months following the Substantial Completion Date of the Work and for the period of liability required by applicable law. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections.

Neither the COUNTY'S inspection, review, approval or acceptance of, or payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action arising out of the performance of the Contract. The DESIGN-BUILDER and its subconsultants or subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants or subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER or its subconsultants' or subcontractors' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants or subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of the subconsultant's Work. The DESIGN-BUILDER shall be responsible for any deficient, defective services and any resulting deficient construction services re-performed within twelve (12) months following the Substantial Completion Date and shall be subject to

further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four (24) months from Final Completion.

- 4.6) The DESIGN-BUILDER agrees to bind specifically every subcontractor and subconsultant to the applicable terms and conditions of this Contract for the benefit of the COUNTY. The DESIGN-BUILDER agrees to incorporate all terms of this Contract as applicable to subcontractors and subconsultants into any and all subcontracts.
- 4.7) The DESIGN-BUILDER shall provide and pay for all architecture, engineering, landscape architecture, geotechnical, concrete and material testing (as directed by applicable regulatory agencies), land surveying services, materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 4.8) The DESIGN-BUILDER shall at all times enforce strict discipline and good order among its employees, subconsultants and subcontractors at the Work Site and shall not employ for the Project any unfit person or anyone not skilled in the work assigned to him or her.
- 4.9) The DESIGN-BUILDER shall maintain, at its sole cost, suitable and sufficient guards, barriers and, at night, suitable and sufficient lighting for the prevention of accidents and thefts.
- 4.10) The DESIGN-BUILDER shall keep itself fully informed of, and shall take into account and comply with, all existing and future laws, all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Project, or the materials used or employed in the Project, or in any way affecting the conduct of the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part hereof. If any requirement or term of the Contract for this Project is in violation of any such law, ordinance, regulation, order or decree, the DESIGN-BUILDER shall forthwith report the same to the COUNTY'S REPRESENTATIVE in writing. The DESIGN-BUILDER shall cause all its agents, employees, subconsultants and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.
- 4.11) In the event of a change after the Effective Date of this Contract, in any national and state laws and municipal codes, ordinances and regulations which in any manner affects the Project, the DESIGN-BUILDER shall advise the COUNTY in writing and the COUNTY may initiate a change order to bring the Project into compliance with all laws, ordinances, codes and regulations as amended or enacted.
- 4.12) The DESIGN-BUILDER shall pay all applicable sales, consumer, use and other taxes required by law. The DESIGN-BUILDER is responsible for reviewing the pertinent federal, state and local statutes involving taxes and complying with all requirements.
- 4.13) The DESIGN-BUILDER, before commencing performance of the Work at the Site, shall verify all governing dimensions at the Site, and shall examine all adjoining areas, facilities, utilities and other related conditions upon which the Work is in any way dependent for its quality and functional performance according to the intent of the

Contract Documents, specifically the Design Criteria Package, and no disclaimer of responsibility for defective or non-conforming adjoining Work will be considered unless notice of same has been filed by the DESIGN-BUILDER, and agreed in writing by the COUNTY before the DESIGN-BUILDER begins any part of the Work.

- 4.14) The DESIGN-BUILDER shall satisfy itself by personal investigation and by such other means as the DESIGN-BUILDER may think necessary or desirable, as to the conditions affecting the proposed Work and the cost thereof. No information derived from maps, drawings, specifications or soil condition test included in the Design Criteria Package shall relieve the DESIGN-BUILDER from any risk or from fulfilling all terms of the Contract. The DESIGN-BUILDER shall be responsible for any additional soil tests and/or geotechnical investigations required to support the design and construction approach in executing the Project. In the pricing of the design and construction, the DESIGN-BUILDER shall consider the cost for removal, disposal, replacement and compaction of material, if necessary.
- 4.15) The locations of existing utilities and structures within the Project area as shown on the Contract Drawings or the Design Criteria Package are taken from existing records and from available information; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the DESIGN-BUILDER only and no responsibility is assumed by the COUNTY, MDWASD or other COUNTY departments or agencies furnishing information for their accuracy or completeness. The DESIGN-BUILDER shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Any and all costs, including but not limited to, costs of delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely and reasonable exploration ahead of the Work, shall rest solely with the DESIGN-BUILDER.
- 4.16) All services shall be performed by the DESIGN-BUILDER in compliance with the Contract Documents to the satisfaction of the COUNTY.

ARTICLE 5 SCOPE OF SERVICES

- 5.1) **SCOPE OF SERVICES:** The DESIGN-BUILDER shall provide the following services including, but not limited to: surveying, geotechnical investigations, engineering, design, preparation of technical specifications, permitting, construction, testing and commissioning services, customer contact, negotiation and agreement execution for the installation of new, 6-inch, 8-inch and 12-inch water mains, new water services and fire hydrants, and restoration within private property for the installation of all required piping, fittings and accessories for the water service conversion.

The Project consists of the replacement of the existing undersized and deteriorated water mains and existing main loop closures in order to improve system pressure and provide fire flow protection and for water service conversions (transfer of services from the rear to the front of properties and replacement of certain existing old services in front of properties to meet the County's new standard) in the City of North Miami Beach "Donut Hole" service area of Miami-Dade County, Florida.

The Project includes, but not limited to, the following main elements:

1. The installation will be comprised of approximately 21,385 linear feet of 8-inch ductile iron water main pipe and fittings;
2. The installation will consist of approximately 11,486 linear feet of 12-inch ductile iron water main pipe and fittings;
3. The installation will consist of approximately 1,900 linear feet of 6-inch ductile iron water main pipe and fittings;
4. All installations will require resilient seated gate valves;
5. All installations will require fire hydrant assemblies with guard posts;
6. The installations will be comprised of approximately 247 dual water services and approximately 14 single water services;
7. Approximately 506 water service will be converted from the rear of the property to the front of property.

The installation components will include, but are not limited to:

- Providing all required piping, fittings and accessories;
- Testing of homeowners plumbing and restoring of conditions (driveway, landscaping) within private property, including providing safety and protection of homeowner's property;
- Tapping connections of various sizes to existing mains, including tapping sleeves and valves;
- Connecting in-line water mains to existing mains of various sizes, and air release valve and flushing valve outlet assemblies;
- Providing polyethylene encasement for ductile iron pipe and fittings, if ordered by the engineer;
- Sheeting and shoring is to be left in the ground, if ordered by the engineer;
- Additional suitable backfill, if needed;
- Furnishing all materials, equipment and supplies necessary for cleaning, testing and disinfecting the mains;
- Removing existing asphalt pavement and sod;
- Milling and resurfacing of existing asphalt pavement;
- Removing, transporting, salvaging and legal disposing of demolition material;
- Placing existing water mains out of service upon completion of work;
- Providing Traffic control;
- Installing and restoring pedestrian curb ramps and installing detectable warning surfaces;
- Providing temporary and permanent replacement of any utilities, pavement, sidewalk, curb and gutter, valley gutter, traffic circle roundabouts, trees, landscaping, sod, pavement markings and/or driveways damaged by construction; and
- Providing all other appurtenant and miscellaneous items and work for a complete and fully functional installation.

The Design-Builder shall design and construct all ancillary piping, tapping, and temporary bypass and tie-in connections to facilitate the successful construction and commissioning of the new 6-inch, 8-inch and 12-inch water mains without any interruption of service to the existing Miami-Dade Water and Sewer Department's customers. The design and construction services rendered by the Design-Builder shall result in a complete, functional and operable piping project with a standard design life.

In addition, the DESIGN-BUILDER shall comply with Miami-Dade County's Implementing Order 10-13, "Public Involvement Plan." The DESIGN-BUILDER'S Public Involvement Plan has been reviewed and approved by MDWASD and is attached hereto as Exhibit "I".

ARTICLE 6 THE PROJECT

- 6.1) **LOCATION:** The project location, referred to as the City of North Miami Beach "Donut Hole" service area, is the area bounded by N.W. 187 Street to the north, N.W. 179 Street to the south, N.W. 7 Avenue to the west, and N.W. 2 Avenue to the east.

It is agreed that the DESIGN-BUILDER will carry out the Project within the services encompassed in this Contract. All demolition, excavations and debris removal shall be performed in accordance with existing State of Florida and COUNTY environmental requirements and included in the DESIGN-BUILDER Contract Price.

The Project includes furnishing all engineering, design and permitting services, as well as all construction labor, materials, equipment, services and incidentals necessary to design and build the Project in accordance with the Contract Documents, including the Design Criteria Package. Work and Services shall be in compliance with design and construction standards required by the RDBS, the Florida Accessibility Code, the Florida Building Code, all environmental and fire codes, and any other applicable regulation or code of any agency (city, county, state or federal) required in the process of providing the design, permitting, construction, testing and commissioning of the Project.

- 6.2) **TERM OF THE CONTRACT:** The DESIGN-BUILDER must engineer, design, permit, construct, test and commission the Work to bring the Work to Substantial Completion within four hundred and ninety-two (492) calendar days of the Notice to Proceed (the "Substantial Completion Date") and to Final Completion within five hundred and fifty-two (552) calendar days from the Notice to Proceed (the "Final Completion Date").

It will be the responsibility of the DESIGN-BUILDER to secure all permits not provided by the COUNTY and to provide signed and sealed architectural and engineering construction documents for construction and installation, which comply with all regulatory requirements as well as meeting the needs and terms herein of the COUNTY. The DESIGN-BUILDER must complete the Work by the following durations, which exclude the warranty administration period:

- 6.2.1) **COUNTY Contingency Period:** The COUNTY'S REPRESENTATIVE may authorize a contingency period of not more than fifty-five (55) calendar days from the Notice to Proceed to increase in calendar days for the DESIGN-BUILDER to achieve Project Schedule Contract Dates when the COUNTY'S REPRESENTATIVE determines that additional days are justified and approves such an increase in accordance with provisions of the Contract:

- 6.2.1.2) The DESIGN-BUILDER shall place into service all new water mains and water services in public right-of-way and finish all work associated with surveying, geotechnical

specifications, permitting, construction, testing and commissioning services for the complete and fully operational installation of the new 8-inch and 12-inch water mains and water services.

6.2.1.3) The DESIGN-BUILDER shall complete the following activities by the Final Completion:

(a) Obtain acceptance by all applicable regulatory agencies, including MDWASD, for all Work and Services required by the Contract Documents; and

(b) Complete all remaining Work under the Contract, including all final site restorations; COUNTY approval of as-built drawings; other record documentation; and all other remaining incomplete or unacceptable Work items identified by the COUNTY'S REPRESENTATIVE.

6.2.1.4) Recognition of the DESIGN-BUILDER achieving such Contract Dates is at the sole discretion of MDWASD; however, MDWASD and the DESIGN-BUILDER will work and cooperate in good faith to meet such Contract Dates.

6.2.2) Ligated Damages:

The DESIGN-BUILDER and the COUNTY recognize that time is of the essence and that the COUNTY will suffer financial loss if the Work is not completed within the time specified in the Contract Documents, plus any extensions thereof authorized in accordance with the Contract Documents. The Parties also recognize the delays, expense and difficulties in proving in a legal proceeding the actual loss suffered by the COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the COUNTY and the DESIGN-BUILDER agree to the following:

If the DESIGN-BUILDER does not achieve Substantial Completion by the established Substantial Completion Contract Date, Liquidated Damages (LDs) for delay (but not as a penalty) will be assessed in the amount of two thousand five hundred dollars (\$2,500) per calendar day, which will be paid to the County by the Design-Builder.

If the DESIGN-BUILDER does not achieve Final Completion by the established Final Completion Date, liquidated damages for delay (but not as a penalty) will be assessed in the amount of one thousand dollars (\$1,000.00) per calendar day, which will be paid to the COUNTY by the DESIGN-BUILDER.

If both the Substantial Completion and Final Completion Dates are being exceeded concurrently, the liquidated damages for such dates will be cumulative until the Substantial Completion Date is achieved, after which the liquidated damages alone as associated with the Final Completion Date will continue until the Final Completion is achieved.

Ligated damages for not meeting the required Substantial Completion Date and/or the Final Completion Date will be charged to the DESIGN-BUILDER for the number of days

that such dates are not achieved. All assessments of liquidated damages to the DESIGN-BUILDER may be adjustments to payments due to the DESIGN-BUILDER.

These amounts are not penalties but liquidated damages to the COUNTY. Liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of actual damages that will be sustained by the COUNTY as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the DESIGN-BUILDER to complete the Contract on time.

The COUNTY may deduct the sum of liquidated damages from any monies due or that become due to the DESIGN-BUILDER under the Contract or under any other contract with the COUNTY, or if such monies are insufficient, the DESIGN-BUILDER or its Surety or Sureties shall pay to the COUNTY any deficiencies in such monies within thirty (30) days of written notice by the COUNTY. The remedies provided herein are not intended to preclude the COUNTY from terminating this Contract as provided in the termination provisions herein.

The COUNTY does not waive its right to liquidated damages due under the Contract by allowing the DESIGN-BUILDER to continue and to finish the Work, or any part of it, after the expiration of the Contract.

Furthermore, it is agreed that liquidated damages will not be due from the DESIGN-BUILDER due to delays agreed by the COUNTY as justified under the provisions of the Contract, to the extent that the DESIGN-BUILDER is granted an extension of Contract Time by the COUNTY'S REPRESENTATIVE.

- 6.3) PROJECT SCHEDULE: The DESIGN-BUILDER will proceed in accordance with the approved Mobilization and Engineering Schedule comprising the activities to be performed in the first one hundred twenty (120) days of Work after Notice to Proceed (NTP) as indicated in the attached Exhibit "A" "Project Schedules".

Subsequently, the Initial Baseline Project Schedule shall be expanded by the DESIGN-BUILDER to develop the Final Baseline Project Schedule, covering all details of the entire Project, including all milestone event dates, and will be submitted to the COUNTY for compliance review not later than sixty (60) days after NTP to allow sufficient time to establish the approved Final Baseline Project Schedule, prior to the one hundred twenty (120) day period, covered by the Mobilization and Engineering Schedule.

The Final Baseline Project Schedule shall be a cost-loaded design and construction schedule of the Project and coordinated with the agreed Schedule of Values utilizing the Critical Path Method (CPM) with Primavera P6, Version 8.0 or later Scheduling software. It shall commence on the NTP and include the start and completion dates of various activities and major Project components, the sequence of design and construction and the contract completion dates for the overall Project. The Final Baseline Project Schedule shall be updated monthly based on actual progress achieved in accordance with the Contract Documents and submitted to MDWASD as a requirement to support each pay application.

- 6.4) PUBLISHING OF INFORMATION: The DESIGN-BUILDER shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or

otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract or any particulars thereof, during the period of this Contract, without first notifying the COUNTY and securing its consent in writing. The DESIGN-BUILDER also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Contract. Under Article 13.8 "OWNERSHIP AND REUSE OF DOCUMENTS", such data or information is the property of the COUNTY.

- 6.5) **WARRANTY:** Except where longer periods of warranty are indicated for certain items, the DESIGN-BUILDER warrants Work under the Contract to be free from faulty materials and workmanship for a period of not less than one (1) year from date of Substantial Completion. This one-year (1) period shall be covered by the Surety Performance Bond as specified in this Contract. In the case of defects or failure in a part of the Work which the COUNTY takes possession of prior to Substantial Completion, such a period shall commence on the date the COUNTY takes possession. Upon receiving notification from the COUNTY or any public body, to whom the ownership of the Work has been transferred, the DESIGN-BUILDER shall immediately remedy, repair, or replace, without cost to the COUNTY or other notifying party and to the entire satisfaction of the COUNTY or other notifying party, defects, damages, or imperfections due to faulty design, materials or workmanship appearing in said Work within said period of not less than one (1) year. Remedial Work shall carry the same warranty as the original Work starting with the date of acceptance of the replacement or repair. Payment to the DESIGN-BUILDER will not relieve him of any obligation under this Contract. Any latent defects shall be corrected within the period required by applicable law.
- 6.5.1) The DESIGN-BUILDER, at no additional expense to the COUNTY, shall remedy damage to equipment, the Site or the buildings or the contents thereof or existing utilities or structures, which is the result of any failure or defect in the performance of the Work, and restore any Work damaged in fulfilling the requirements of the Contract. Should the DESIGN-BUILDER fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the COUNTY will have the right to replace, repair or otherwise remedy such failure or defect and deduct all costs from the DESIGN-BUILDER'S pay request.
- 6.5.2) Subcontractors', manufacturers' and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the DESIGN-BUILDER for the benefit of the COUNTY provided that, if directed by the COUNTY, the DESIGN-BUILDER will require subcontractors, manufacturers and suppliers to execute such warranties and guarantees, in writing, directly to the COUNTY.
- 6.5.3) The rights and remedies of the COUNTY provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.
- 6.5.4) Nothing in the above intends or implies that this warranty shall apply to Work that has been abused or neglected by the COUNTY or other public body, utility or entity to which ownership has been transferred.

- 6.5.5) MATERIAL: Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product or patented process by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the DESIGN-BUILDER may, at its option, use any equipment, material, article or process which is equivalent to that named, subject to the requirements of Article 6.5.6 below.
- 6.5.6) The COUNTY shall be the sole judge of the quality, suitability and cost of the proposed alternative equipment, material, article or process. The burden of proving the quality, suitability and cost of an alternative shall be upon the DESIGN-BUILDER. Information required by the COUNTY in judging an alternative shall be supplied by the DESIGN-BUILDER at the DESIGN-BUILDER'S expense.
- 6.5.6.1) Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. All costs pertaining to redesign and changes in other parts of the Work, including remedial Work and completed Work, shall be at the DESIGN-BUILDER'S expense, and no additional time of performance will be allowed.
- 6.5.6.2) No action relating to the approval of alternative materials will be taken by the COUNTY until the request for substitution is made in writing by the DESIGN-BUILDER accompanied by complete data as to the quality, suitability and cost of the materials proposed. Such request shall be made at least thirty (30) days before the early start date of the activity provided in the DESIGN-BUILDER'S approved construction schedule. Any delays in receiving approval shall be the responsibility of the DESIGN-BUILDER.
- 6.5.6.3) Where classification, rating, or other certification by a body such as, but not limited to, UL, NSF, NEMA, or AREA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body or equivalent independent testing laboratory, indicating compliance with Contract requirements. The equivalence of a classification, rating or certification, or the equivalence of the independent testing laboratory or other testing certifying entity, shall be solely decided by MDWASD, and such decision shall be final. Testing required to prove equality of the material proposed shall be at the DESIGN-BUILDER'S expense.
- 6.5.6.4) Approval of an alternative material will be only for the characteristics and use named in such approval and shall not change or modify any Contract requirement or establish approval for the material to be used on any other Project for MDWASD or the COUNTY.

- 6.5.6.5) SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The DESIGN-BUILDER shall furnish all materials and products required to complete the Work, except those designated and specifically named to be furnished by the COUNTY'S REPRESENTATIVE.
 - 6.5.6.6) Only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work. The materials shall be manufactured, handled and incorporated to ensure completed Work in accordance with the Contract and its intent.
 - 6.5.6.7) Materials furnished by the DESIGN-BUILDER, not conforming to the requirements of the Contract Documents, will be rejected, whether in place or not. Rejected material shall be removed immediately from the Work Site unless otherwise permitted in writing by the COUNTY. All costs of such removal and replacement will be at the sole expense of the DESIGN-BUILDER, and no additional time of performance will be allowed. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approved in writing by the COUNTY. If the DESIGN-BUILDER fails to comply promptly with a request by the COUNTY made under the provisions of this Article, the COUNTY may cause the removal and replacement of rejected material and the cost thereof to be deducted from any monies due or to become due to the DESIGN-BUILDER.
 - 6.5.6.8) Materials shall be transported, handled and stored by the DESIGN-BUILDER in a manner which will ensure the preservation of their quality, appearance and fitness for the Work. Materials shall be stored in a manner to facilitate inspection.
 - 6.5.6.9) The COUNTY will have no responsibility to the DESIGN-BUILDER concerning local material sources other than the responsibility involved in the designations of suitability for intended use. The DESIGN-BUILDER shall make all necessary arrangements with the owners of material sources. The DESIGN-BUILDER shall pay all costs in connection with making such arrangements, exploring, developing and using material sources, whether or not indicated, except such costs as the COUNTY expressly agrees in writing to assume.
- 6.5.7) DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE: Unless otherwise specified in the Contract Documents, the DESIGN-BUILDER shall make its own arrangements for legally disposing of waste and excess materials outside the Work Site and shall pay all costs thereof.
- 6.5.7.1) Prior to disposing of material outside the Work Site, the DESIGN-BUILDER shall provide the Department proof of legal disposal. The DESIGN-BUILDER shall file with the COUNTY said permission, or a certified copy thereof, together with a written release from the property owner absolving the COUNTY from any and all responsibility in connection with the disposal of material on said property.

- 6.5.7.2) The DESIGN-BUILDER shall obtain and pay for all permits for such disposal from all governing authorities. The direct cost of such permits without overhead or other additional charges will be reimbursed by MDWASD out of the dedicated allowance established for that purpose. Permits obtained for the DESIGN-BUILDER'S convenience or unnecessary permits shall not be reimbursed. Should the question of the necessity or non-necessity of a permit arise, said question shall be decided by the COUNTY and that decision shall be final. The cost of compliance with any permit conditions shall rest solely with the DESIGN-BUILDER and will not be reimbursed.
- 6.5.7.3) The DESIGN-BUILDER shall have no property right in materials after they have been attached or affixed to the Work or the soil or after payment has been made by the COUNTY to the DESIGN-BUILDER for materials delivered to the Site of the Work or stored subject to or under the control of the COUNTY, as provided in Article 11, "BASIS OF COMPENSATION". However, the DESIGN-BUILDER shall be responsible for the security of the material on-Site until the material is incorporated into the Work and accepted by the COUNTY

**ARTICLE 7
SUBCONSULTANTS**

- 7.1) In the event that the DESIGN-BUILDER plans, or its subconsultants plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subconsultants shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to MDWASD for examination and approval prior to the DESIGN-BUILDER's or subconsultant's execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subconsultants approved in writing by MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its subconsultants at any tier for any portion of the Project, whichever is deemed to be in the COUNTY's best interest.
- 7.2) LIST OF FIRMS: The DESIGN-BUILDER proposes to utilize the following Subconsultants for the Project:
- | | |
|----------------------------------|-----------------|
| <u>FIRM NAME:</u> | <u>FEIN NO:</u> |
| CES Consultants, Inc. | 65-0792884 |
| Longitude Surveyors, LLC | 36-4551726 |
| Nutting Engineers of Florida Inc | 59-1159182 |
| Wade Trim, Inc. | 59-2417170 |
- 7.3) REPLACEMENT OF FIRMS: The DESIGN-BUILDER shall not change any subconsultant without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.

the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justifications for the proposed change.

- 7.4) **CONTRACT MEASURES:** The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "B" "Letters of Agreement" as presented in the DESIGN-BUILDER'S proposal for the Project:

25.00% Small Business Enterprise (SBE) Goal of the Engineering, Design, Permitting, Technical Support during Construction and related Professional Services

**ARTICLE 8
SUBCONTRACTORS**

- 8.1) In the event that the DESIGN-BUILDER plans, or its subcontractors plan, to enter into subcontracts for any portion of the Project, the DESIGN-BUILDER and subcontractors shall incorporate in each subcontract all provisions, terms and conditions applicable to the Project, which constitute obligations to be assumed and effected by the DESIGN-BUILDER under the Design-Build Contract and any other Design-Build documents and, at the request of MDWASD, shall submit a copy of each such subcontract at all tiers to the MDWASD for examination and approval, prior to the DESIGN-BUILDER'S or subcontractor's execution of the subcontract. Generalized subcontracts or subcontracts without all details/provisions included will not be acceptable. Subcontracts shall be entered into only with those subcontractors approved in writing by the MDWASD. The COUNTY reserves the right of approval or rejection of any subcontract at any tier contemplated by the DESIGN-BUILDER or its subcontractors at any tier for any portion of the Project, whichever it deems to be in the COUNTY'S best interest.

- 8.2) **LIST OF FIRMS:** The DESIGN-BUILDER proposes to utilize the following Subcontractors for the Project:

<u>FIRM NAME:</u>	<u>FEIN NO:</u>
Balsera Communications	46-4325093
Corcel Corp Broward Branch	65-0246259
Vittiglio Construction and Supply Co. Inc.	59-2005040

- 8.3) **REPLACEMENT OF FIRMS:** The DESIGN-BUILDER shall not change any Subcontractor without the DIRECTOR'S prior written approval. A written request from the DESIGN-BUILDER must be submitted to the DIRECTOR, stating the justification for the proposed change.

- 8.4) **CONTRACT MEASURES:** The DESIGN-BUILDER is required under this Contract to achieve the following Contract measures applied to this Project as shown in the attached Exhibit "C", "Letter of Intent" as presented in the DESIGN-BUILDER's proposal for the Project.

**16.00%, Small Business Enterprise (SBE) Goal of the Construction, Testing and Commissioning; and
4.00% (SBE) Goal of the Goods and Services for the Project**

**ARTICLE 9
SUBCONTRACTS**

- 9.1) **DESIGN-BUILDER PARTICIPATION:** Except as otherwise provided, the DESIGN-BUILDER shall perform not less than twenty-five percent (25%) of the Work with its own organization. If, during the progress of the Work, the DESIGN-BUILDER requests a reduction in such participation percentage, and the MDWASD determines that such request is not a disadvantage to MDWASD, the percentage of the Work required to be performed by the DESIGN-BUILDER may be reduced, provided written approval of such reduction is obtained by the DESIGN-BUILDER from the MDWASD. Under no circumstances shall less than ten percent (10%) of the Work be performed with the DESIGN-BUILDER's own forces.
- 9.2) **SUBCONTRACT DOCUMENTS:** The organization of the Contract Documents into divisions, sections and articles, and the arrangement of titles of Contract Drawings, shall not control the DESIGN-BUILDER in dividing the Work among subcontractors, nor in establishing the extent of Work to be performed by any trade.

**ARTICLE 10
THE COUNTY'S RESPONSIBILITIES**

- 10.1) **INFORMATION FURNISHED:** The COUNTY, at its expense, shall furnish the DESIGN-BUILDER with the following information:
- 10.1.1) Information as included or attached to the RDBS and any plans and any other data available in the COUNTY files specifically and expressly pertaining to the Work to be performed under this Contract. The DESIGN-BUILDER is responsible to request any and all plans and data not furnished which the DESIGN-BUILDER knows or should know is necessary or appropriate for the rendition of the services described herein.
- 10.2) **PROJECT MANAGEMENT**
- 10.2.1) The DIRECTOR shall designate the COUNTY'S REPRESENTATIVE to act as liaison and point of contact between the DESIGN-BUILDER and the MDWASD. The DESIGN-BUILDER shall have general responsibility for management of the Work in accordance with the Contract Documents. The DESIGN-BUILDER shall meet with the COUNTY'S REPRESENTATIVE at periodic intervals throughout the Project to assess progress of the DESIGN-BUILDER'S Work in accordance with the approved "Project Schedule" and to review Contract requirements and scope of the Project. The DESIGN-BUILDER'S design subconsultants shall visit the Site periodically during the design and construction phases to assess existing conditions and verify that completed Work is in accordance with the Contract Documents. The DESIGN-BUILDER shall communicate with the COUNTY'S REPRESENTATIVE in the most efficient manner and, as approved by MDWASD, using electronic means to the greatest extent possible.
- 10.3) **CHANGED OR ADDITIONAL WORK**
- 10.3.1) In the case of any required additional Work or services required and directed by the COUNTY, the COUNTY shall issue written authorizations to proceed to the

DESIGN-BUILDER for the added Work or services to be performed. In case of an emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER. The written confirmation shall follow in a reasonable time thereafter.

10.3.2) The COUNTY'S REPRESENTATIVE shall act on behalf of MDWASD in all matters pertaining to this Contract as authorized by MDWASD and shall issue written authorizations to proceed to the DESIGN-BUILDER for any approved changed or additional Work to be performed hereunder. These authorizations are referred to as Change Orders. In case of an emergency, the COUNTY reserves the right to issue oral authorizations to the DESIGN-BUILDER with the understanding that written confirmation to proceed shall follow immediately thereafter, and authorized by the County Mayor or the County's Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or if beyond such authority, through written amendment approved by the Board of County Commissioners.

10.3.3) If the COUNTY'S REPRESENTATIVE requests a proposal for any change or additional Work or Services to be performed by the DESIGN-BUILDER, the DESIGN-BUILDER shall submit a proposal within fourteen (14) days or, if extensive investigation or design is required, in a reasonable time period as agreed by the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE, in a form acceptable to the COUNTY'S REPRESENTATIVE. No payment shall be made for the DESIGN-BUILDER'S services in connection with the preparation of any such proposal unless, in the case of a COUNTY directed change, there is a defined and mutually agreed amount for engineering and/or design and related professional services and MDWASD does not proceed with the changed or additional Work.

The COUNTY'S REPRESENTATIVE shall confer with the DESIGN-BUILDER before any request for proposal is issued by the DIRECTOR or the Director's designee to discuss and agree upon the scope, time required for completion and compensation method for Work and/or services to be rendered pursuant to this Contract. No payment shall be made by MDWASD until the Work completed is included in a duly submitted invoice in accordance with this Contract.

ARTICLE 11 BASIS OF COMPENSATION

11.1) **CONTRACT PRICE:** The COUNTY agrees to pay the DESIGN-BUILDER and the DESIGN-BUILDER agrees to accept for Design-Build Services rendered pursuant to this Contract, the fixed lump sum amount stipulated under this Article called the DESIGN-BUILD CONTRACT PRICE, as shown below and as attached hereto as Exhibit "C", "Contract Schedule of Values."

11.1.1) Agreed Design-Build Contract Price (Lump Sum)

11.1.1.1) Under this compensation basis, the DESIGN-BUILDER agrees to perform the Work and provide the Design-Build Services described in this Contract for an agreed fixed lump sum dollar amount of compensation.

11.1.1.2) The aggregate fixed Lump Sum for all payments to the DESIGN-BUILDER for Design-Build Services authorized on this Project is as follows:

DESIGN-BUILD SERVICES	
Engineering and Design Services:	\$ 800,000.00
Construction, Testing and Commissioning:	\$ 7,465,000.00
CONTRACT PRICE (Lump Sum):	\$ 8,265,000.00

11.2) CONTINGENCY ALLOWANCE ACCOUNT

11.2.1) This Project is under a Design-Build Contract for the design and construction of service conversions and public property; therefore, a Contingency Allowance Account is permissible, per Ordinance No. 00-65. This Contingency Allowance Account, computed as ten percent (10%) of the design-related portion of the Contract value, is eighty thousand dollars (\$80,000.00), plus five percent (5%) of the construction-related portion of the Contract value, which is three hundred seventy-three thousand two hundred fifty dollars (\$373,250.00), and will be used by MDWASD, at its sole option, for unforeseen conditions necessitating additional design and construction, resulting in additions to the Design-Build Contract Price. In this regard, the total of the Contingency Allowance Account is four hundred fifty-three thousand two hundred fifty dollars (\$453,250.00).

11.3) DEDICATED ALLOWANCE ACCOUNT:

11.3.1) At the discretion of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER may be authorized to perform services outside the basic services described in Article 5 above, under a Dedicated Allowance Account specifically established for said purpose. Compensation to the DESIGN-BUILDER for any of these services will be subject to the Design-Build contract terms and conditions and shall not exceed the individual amount authorized by the COUNTY'S REPRESENTATIVE through direct negotiation with the DESIGN-BUILDER prior to the performance of the Work. Amounts provided in the aforementioned allowance are as follows:

11.3.1.1)	Permit Fees	\$ 238,276.00
11.3.1.2)	Installation of Electrical Grounding	\$ 136,500.00
11.3.1.3)	Off Duty Police Officer	\$ 230,560.00
11.3.1.4)	Removal and Remediation of contaminated Fill material	\$ 18,869.00
11.3.1.5)	Relocation of Sub-Meters	\$ 75,000.00
11.3.1.6)	Quantity Adjustment	\$ 377,382.00

Total amount of Dedicated Allowance Account items above is one million seventy-six thousand five hundred eighty-seven dollars (\$1,076,587.00).

11.3.2) The DESIGN-BUILDER shall obtain prior authorization from the COUNTY'S REPRESENTATIVE for any and all expenses related to services provided under this account. Failure to obtain such prior authorization shall be grounds for non-payment of said expenses.

11.4) **TOTAL CONTRACT AMOUNT:** If at any time the DESIGN-BUILDER believes he is entitled to any part or parts of the Contingency Account or the Dedicated Allowance Account, the DESIGN-BUILDER will request such payment with all supporting documentation and justification, including applicable Contract terms and conditions, and the COUNTY will evaluate the DESIGN-BUILDER'S submittal and advise the DESIGN-BUILDER of its findings. The COUNTY is under no obligation to assign any monies from either of these accounts to the DESIGN-BUILDER. If the DESIGN-BUILDER is not in agreement with the COUNTY's findings, the DESIGN-BUILDER may refer to the disputes provisions of the Contract.

11.4.1) The sum of the Contingency Account and the Dedicated Allowance Account is one million five hundred twenty-nine thousand eight hundred thirty-seven dollars (\$1,529,837.00) for all payments to the DESIGN-BUILDER for any Additional Services authorized by the COUNTY'S REPRESENTATIVE on this Project.

Therefore, the TOTAL CONTRACT AMOUNT for this Contract shall be limited to nine million seven hundred ninety-four thousand eight hundred thirty-seven dollars (\$9,794,837.00). Any further amounts required for this Contract must be authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

11.4.2) The parties agree that the above-mentioned amount of compensation is subject to the terms and conditions of the Design-Build Contract and may only be authorized under such terms and conditions and that the DESIGN-BUILDER shall not be entitled to any compensation beyond those specified and authorized through the agreed applicable lump sum of the Design-Build Contract Price of the Contract, according to the items listed in Article 11.1.1.

11.5) **MARKUP FOR CHANGE ORDERS TO THIS CONTRACT:** In the case of any change orders to this CONTRACT, the DESIGN-BUILDER is authorized to receive markups for all overhead and profit as indicated below. Overhead includes both corporate (home office) and Site overhead, including but not limited to, construction offices, office equipment and utilities, management and supervision, and local transportation and expenses.

11.5.1) For Work and services directly performed by the DESIGN-BUILDER, the DESIGN-BUILDER may add up to a ten percent (10%) mark-up.

11.5.2) For Work and services directly performed by a subconsultant or subcontractors, the subconsultant or subcontractor may add up to a ten percent (10%) mark-up, and the DESIGN-BUILDER may provide a markup on all subcontractor and subconsultant costs of five percent (5%).

11.5.3) No markups by the DESIGN-BUILDER are allowed for services performed by sub-subconsultants or sub-subcontractors.

**ARTICLE 12
PARTIAL AND FINAL PAYMENT**

- 12.1) **PROGRESS PAYMENTS:** Subsequent to Contract award, and prior to Contract execution, MDWASD and the DESIGN-BUILDER will mutually establish a Schedule of Values that defines the Work items for the basis of progress payments, as indicated in the Design-Criteria Package. The DESIGN-BUILDER will be paid each month for the value of the Work completed, less retainage and other authorized deductions, as agreed by the COUNTY'S REPRESENTATIVE during the preceding month and the invoiced cost, including applicable sales taxes and shipping value, less retainage of materials not already used, but which have been furnished by the DESIGN-BUILDER under the Contract Documents, provided that such materials have been delivered, properly stored and inspected by the COUNTY'S REPRESENTATIVE and that payment therefore has been satisfactorily certified by the DESIGN-BUILDER to the COUNTY'S REPRESENTATIVE.

The DESIGN-BUILDER may request, in writing, the value of labor, equipment and/or materials supplied by subcontractors, vendors or manufacturers to the DESIGN-BUILDER, that the COUNTY pay this portion of the DESIGN-BUILDER'S monthly progress payment as a joint check, payable to the DESIGN-BUILDER and such subcontractors, suppliers, vendors or manufacturers. Such request must be made monthly and shall accompany the DESIGN-BUILDER'S monthly pay application for labor, equipment and/or materials furnished. The DESIGN-BUILDER'S request shall indicate the breakdown of costs for design services and construction services and shall include the corresponding Monthly Utilization Reports. Direct payment by the COUNTY, by joint check to the DESIGN-BUILDER'S subcontractors or material and equipment vendors or suppliers or any other second party, must be agreeable to and so stated in writing by the DESIGN-BUILDER'S Surety.

For the purpose of processing progress payment applications, the DESIGN-BUILDER will be assigned a specific pay application period ending date by MDWASD, which will apply to each calendar month throughout the course of the Contract until the final application. The DESIGN-BUILDER will be notified of their Contract's pay application period ending date at the Post Award meeting.

The Partial Affidavit and Release forms will be modified to state that all labor, material, equipment and supplies have been paid in full through the assigned pay application period ending date of the previous pay application period.

Before the DESIGN-BUILDER can receive any payment or draw hereunder, except the first partial payment for monies due the DESIGN-BUILDER as a result of a percentage of the Work completed, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with an affidavit of payment and a release due ten (10) days after the release of their check by MDWASD, duly executed by each subcontractor and supplier of material or equipment for any Work performed for the Project up through the pay application period ending date of the previous month. The affidavit and release shall state that all labor, material, equipment and supplies have been paid in full through the pay application period ending date of the previous month and that the subcontractor or supplier releases all known claims for labor, material, equipment and supplies up through the pay application period ending date of the previous month. In addition, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with a duly

executed affidavit (Certification of DESIGN-BUILDER) stating that all subcontractors and suppliers of material and equipment have been paid their full proportionate share of all draws including the last or previous draw for Work performed for the Project up through the pay application period ending date of the previous month. This does not apply to the first payment. The failure of the DESIGN-BUILDER to provide the foregoing affidavit and release from each subcontractor and supplier shall result in the COUNTY withholding the current pay application until the affidavit and release is provided or a Consent of Surety is provided to the MDWASD in an approved form for the amount in dispute.

If applicable, the COUNTY will notify the DESIGN-BUILDER and Surety by certified letter informing them of the DESIGN-BUILDER'S non-compliance with the Contract Documents.

As a prerequisite for the acceptance of monthly payment applications for completed construction work, the DESIGN-BUILDER shall submit redlines, partially completed as-built plan sheets and fully completed as-built plan sheets, all as required by and satisfactory to, the COUNTY'S REPRESENTATIVE. From NTP through one hundred twenty (120) days, the DESIGN-BUILDER will utilize and submit the approved Mobilization and Engineering Schedule to indicate progress in accordance with the Schedule of Values to support request for progress payments. Once the Final Baseline Project Schedule is approved for compliance by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall prepare a progress update to the current Project cost-loaded Final Baseline Project Schedule and submit six (6) complete print copies and three (3) complete electronic copies to the COUNTY'S REPRESENTATIVE for review and support for the requested progress payment applications for Work completed after one hundred twenty (120) days from NTP through to Final Completion.

Such schedules shall show the progress of the Work to date and schedule to completion of the Project. In the event that the DESIGN-BUILDER is forecasting that completion will occur after the date(s) specified in the Contract, the DESIGN-BUILDER shall submit a recovery plan and schedule showing its planned actions and resources to meet the Contract date(s). The COUNTY may accept such recovery schedule as fulfilling the requirement needed for monthly payment; however, such payment or acceptance shall not constitute adoption of such schedule or a modification of the Contract time, nor shall such payment or acceptance preclude the COUNTY from exercising any right granted it herein in the event that the DESIGN-BUILDER does not finish the Work within the Contract Completion Dates.

For the purpose of preparing a monthly pay application, the DESIGN-BUILDER jointly with the COUNTY'S REPRESENTATIVE shall prepare the application and MDWASD will produce a computer print out to be signed by the DESIGN-BUILDER. The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE at the time of preparing the monthly application on MDWASD'S form a list of subcontractors and vendors who have performed services or supplied materials or equipment during the period for which the application is being prepared. The DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall, as a part of the preparation of the application, agree and sign off on the DESIGN-BUILDER'S list of required releases. The COUNTY'S REPRESENTATIVE will evaluate the application of the value of all Work done and materials furnished up to the pay application period ending date of each calendar month and will deduct therefrom the retainage, all liquidated damages assessed during that

month in accordance with this Article, if any, and all previous payments and charges and the balance will be paid by the COUNTY to the DESIGN-BUILDER on or before the fifteenth (15th) day after the DESIGN-BUILDER signs the pay application. The retainage deducted from each progress payment is reserved by the COUNTY as partial guarantee of the faithful execution of the Contract by the DESIGN-BUILDER.

When the computer printout of the application has been prepared, the COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER that the application is ready for its signature. Signature of the DESIGN-BUILDER on the computer printout of the application shall constitute acceptance by MDWASD of the DESIGN-BUILDER'S invoice for Project Work and services performed. When the DESIGN-BUILDER comes in to sign the application, the DESIGN-BUILDER must submit all required documentation, i.e., two (2) copies of the current updated final Baseline Project Schedule, Certified Payroll, reports for the DESIGN-BUILDER and each subcontractor that provided labor on the Project during that pay period, the Monthly Utilization and Monthly Employment Data Reports and a DESIGN-BUILDER'S Invoice on the format provided by MDWASD with all required documentation. Additionally, the affidavit and all releases for the previous application shall be submitted in acceptable form. When a complete package of all required submittals has been turned in and any applicable as-built drawings have been produced to the satisfaction of the COUNTY'S REPRESENTATIVE, and the updated Project Schedule has been received by MDWASD, the DESIGN-BUILDER will be allowed to sign the application and the application will be processed for payment.

As a consideration for such payment, the COUNTY shall have the right to enter upon and put into proper service, any or all parts of the Work which may be in condition for use. No claim or charge is to be made by the DESIGN-BUILDER for such use, nor is such use to be construed as an acceptance by the COUNTY of any part of the Work so used; however, the one (1) year warranty period shall commence from the date of final acceptance by the County.

- 12.2) **RETAINAGE:** Retainage during the first fifty percent (50%) completion of the Project as determined by the COUNTY'S REPRESENTATIVE shall be ten percent (10%). After satisfactory completion, as determined solely by MDWASD, of fifty percent (50%) completion of the Work, MDWASD will reduce the retainage amount to five percent (5%) withheld in accordance with Section 255.078, Florida Statutes, from subsequent progress payments until final payment is due. The point of fifty percent (50%) completion shall be as defined in the Schedule of Values as agreed between the DESIGN-BUILDER and the COUNTY and reflected in the Baseline Project Schedule.

The DESIGN-BUILDER shall perform all items of Work preceding the point of fifty percent (50%) completion shown in the Schedule of Values and reflected in the Baseline Project Schedule to the satisfaction of the COUNTY'S REPRESENTATIVE prior to consideration by MDWASD of any reduction in the percentage rate of retainage. Unless specific written permission is granted by the COUNTY'S REPRESENTATIVE to either change the sequence or perform differing amounts of Work, the items listed shall be a required precedent to said reduction. MDWASD may retain additional amounts with regard to disputed items and/or claims.

- 12.3) **FINAL PAYMENT:** As soon as the COUNTY'S REPRESENTATIVE is notified of the Final Completion of the Work and can be assured by tests, inspection or otherwise, that all of the provisions of the Contract have been carried out satisfactorily, the COUNTY'S

REPRESENTATIVE will make a final application of the value of all Work completed and will deduct therefrom all previous payments which have been made. The amount of the pay application, less any charges or damages herein provided for, and the reduction of any unused or unauthorized contingency account funds remaining, will be paid.

When the computer printout of the final pay application has been prepared, MDWASD will notify the DESIGN-BUILDER in writing that the final application is ready for the DESIGN-BUILDER'S signature. Prior to being permitted to sign the final application, the DESIGN-BUILDER must provide the COUNTY'S REPRESENTATIVE with the DESIGN-BUILDER'S Invoice and all required documentation, i.e., one (1) original and one (1) copy of the Certified Payroll, two (2) original and one (1) copy of the Monthly Utilization and Employment Data Reports, three (3) Certificates of the DESIGN-BUILDER for the previous application and a Final Certificate of the DESIGN-BUILDER and an Affidavit and Final Release from all subcontractors and suppliers.

Once a complete package of duly executed documents has been submitted, and accepted by the MDWASD, the DESIGN-BUILDER will be permitted to sign the final application. Should the DESIGN-BUILDER fail to provide the COUNTY'S REPRESENTATIVE with all of the required documentation cited above within thirty (30) days from the date of written notification that the final pay application is ready for signature, the DESIGN-BUILDER may be held in default due to such delay.

The COUNTY may withhold from payment under this Contract any money the COUNTY believes is owed by the DESIGN-BUILDER pursuant to any other contract or other claim.

12.4) PAYMENT FOR ADDITIONAL WORK AND SERVICES/ADJUSTMENT FOR DELETION OF WORK (Approved Change Orders):

12.4.1) Payment for approved change orders may be requested monthly in proportion to the Work and services performed.

12.4.2) All payments will be made on duly certified invoices stating that the services for which payment is requested have been performed pursuant to this Contract. All invoices must be accompanied with a current Monthly Utilization Report (MUR). Payments will not be processed without the MUR pursuant to Administrative Order 3-39.

12.4.3) EXTRA WORK/DELETION OF WORK AND PAYMENT THEREFOR

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, delete any part of the design and construction from the Contract Scope of Work. In the event this occurs, the DESIGN-BUILDER will submit a cost breakdown of the Work to be reduced and, with the concurrence of the COUNTY'S REPRESENTATIVE, the amount paid to the DESIGN-BUILDER will be reduced by that amount.

The COUNTY'S REPRESENTATIVE may, at its sole discretion and option, direct Extra Work to the Contract Scope of Work. The DESIGN-BUILDER shall perform Extra Work, for which there is no price included in the Schedule of Values, where directed by the COUNTY'S REPRESENTATIVE. No Extra

Work shall be paid for unless requested or directed in writing by the COUNTY'S REPRESENTATIVE.

Extra Work will be paid at lump sum or at unit prices as agreed in writing by the COUNTY'S REPRESENTATIVE and the DESIGN-BUILDER, before the Extra Work is performed. Extra Work shall be based on the following:

The DESIGN-BUILDER shall submit to the COUNTY'S REPRESENTATIVE a proposal containing a complete breakdown of costs for the Extra Work, whether increases or decreases on the Contract Scope of Work, including overhead and profit. Overhead and profit includes all home office expenses, field office expenses, for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the Extra Work. In addition, the DESIGN-BUILDER shall include the cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, pension plans, vacations, and insurance and the DESIGN-BUILDER'S public liability and property damage insurance involved in such Extra Work, based on the wages paid to such labor. Specific items to be included in this proposal shall be included on the following basis:

a) For all materials to be utilized, the DESIGN-BUILDER shall include the cost of such materials, including freight charges and applicable sales taxes.

b) For any construction equipment or special equipment to be utilized, the DESIGN-BUILDER shall include maintenance, operation, fuel and lubricant required for the economical performance of Extra Work. The COUNTY shall therefore not pay additionally for small tools and equipment ordinarily used in construction which shall be included in the overhead and profit percentage included. Where there is a question as to whether payment pursuant to this Article is valid, the Construction Management/Inspection Team shall make the final determination as to the validity of such payment. For the purposes of estimating construction equipment cost, the hourly rental price of such construction or special equipment shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Fuel, maintenance and lubrication are included in the calculated rental rates. In the event that the equipment is not owned by the DESIGN-BUILDER or its companies and the equipment is rented from a recognized equipment rental company, the DESIGN-BUILDER will be paid the estimated time that the equipment will work at the hourly rental rate to which shall be added ten percent (10%) for fuel, maintenance and lubrication for rented equipment.

c) For estimating all labor, the DESIGN-BUILDER may charge a sum equal to the current local rate of wages for every hour that the labor is actually performed. For a working foreman who performs labor, the DESIGN-BUILDER may charge one hundred percent (100%) of his/her hourly wage rate; for a foreman who only directs workers in the performance of their work, the DESIGN-BUILDER may charge the following: twenty-five percent (25%) of the working foreman's salary for directing up to two workers in their work; fifty percent (50%) of salary for directing up to four workers in their work; seventy-five percent (75%) for directing five (5) workers in their work; and one hundred

percent (100%) for directing six (6) workers or more in their work.

If Extra Work is directed, it shall be included in the DESIGN-BUILDER'S monthly application for payment. The DESIGN-BUILDER is required to include a statement certifying that the requested payment for Extra Work is consistent with the Contract Documents, and he has reviewed such requested payments for Extra Work and found them to be accurate, fair and reasonable.

As an alternative to the consideration of a proposal as indicated above, the COUNTY'S REPRESENTATIVE may direct that Work be performed at the unit price provided for in the Contract, in the event that Work is of like character and susceptible of classification under a unit price item of the Contract.

All Extra Work performed hereunder will be subject to all of the provisions of the Contract.

If the DESIGN-BUILDER performs Work which it contends is Extra Work but which has not been authorized by the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall keep daily records of all amounts expended by the DESIGN-BUILDER in the performance of such Work. At the request of the COUNTY'S REPRESENTATIVE, the DESIGN-BUILDER shall provide certified statements showing the cost of such alleged Extra Work to which shall be attached the original receipted bills covering the costs of the materials, applicable sales taxes and freight charges on all materials used in such Work.

If required, the DESIGN-BUILDER shall produce any books, vouchers, other records, or memoranda which will assist the COUNTY'S REPRESENTATIVE in determining the true, necessary cost of Work and materials to be paid for on a cost plus basis.

In no case will the DESIGN-BUILDER be entitled to compensation pursuant to this Article unless the DESIGN-BUILDER has first provided notice, as described below in this section, that the Work is outside the requirements of the Contract, in which case no Extra Work shall be considered authorized until the COUNTY'S REPRESENTATIVE or MDWASD, as appropriate, makes a final determination that the Work is in fact Extra Work required to be performed by the DESIGN-BUILDER, or unless the Work is denominated by the COUNTY'S REPRESENTATIVE in writing as Extra Work pursuant to this Article. In either circumstance, in the event insufficient funds remain in the Contract to pay for such Extra Work, payment to the DESIGN-BUILDER can only be made upon approval of a change order authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

No additional compensation shall be due to the DESIGN-BUILDER for Extra Work occasioned as a result of differing Site conditions, or as a result of delays, except to the extent specified in Sections 13.15, 13.16 and 13.18 of this Contract

If the DESIGN-BUILDER believes that an order or directive of the COUNTY'S REPRESENTATIVE calls for the performance of Work outside the requirements of the Contract, the DESIGN-BUILDER shall so notify the COUNTY'S REPRESENTATIVE in accordance with the procedures specified below.

The supervision of the execution of this Contract is vested in the DIRECTOR of MDWASD acting through his representatives, the COUNTY'S REPRESENTATIVE, and his instructions shall be carried into effect promptly and efficiently.

The COUNTY'S REPRESENTATIVE shall in all cases determine the amount, quality, fitness and acceptability of the Work and materials to be paid for and shall decide all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the COUNTY'S REPRESENTATIVE is to be a condition precedent to the DESIGN-BUILDER's right to receive any money for the Work or the materials to which the question or difference of opinion relates except as otherwise explicitly provided for herein.

If the DESIGN-BUILDER considers any Work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the COUNTY'S REPRESENTATIVE to be unfair, he shall immediately, upon such Work being demanded or such decision or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or conform to the decision or ruling. Beginning with the first day of this Work, the DESIGN-BUILDER and the COUNTY'S REPRESENTATIVE shall fill out daily records for this Work at the end of each day, and said record shall be signed by both Parties, one copy being submitted to the COUNTY'S REPRESENTATIVE and the other being retained by the DESIGN-BUILDER. This documentation does not constitute acknowledgment of authorization to pay for this Work. In the event that a claim for this Work is approved by MDWASD subsequent to the commencement of Work, an accurate accounting for Work will be agreed upon by both parties upon completion of this Work and will be paid for as Work as provided in the Specifications by Allowance Account if funds are available, or by an approved Change Order authorized by the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

The Work will be paid for either by a unit price item in the Contract or as Extra Work for labor, material and equipment which shall be full compensation to the DESIGN-BUILDER for all overhead and profit and as specified above in this Article in paragraphs (a), (b), and (c).

Failure of the DESIGN-BUILDER'S representatives to meet with the COUNTY'S REPRESENTATIVE and to maintain daily records for this Work shall be deemed that the DESIGN-BUILDER does not wish to pursue its claim and has waived all grounds for making a claim.

Unless the DESIGN-BUILDER files such written protest with the COUNTY'S REPRESENTATIVE within ten (10) days of receipt of said written instructions or decisions, the DESIGN-BUILDER shall be deemed to have waived all grounds for such protest and to have accepted the requirement, decision or ruling of the COUNTY'S REPRESENTATIVE as just and reasonable and as being within the scope of the DESIGN-BUILDER'S obligations under the Contract Documents, and no further documentation will be required by the COUNTY'S REPRESENTATIVE. No payment for this claim will be made in the event that a timely written protest by the DESIGN BUILDER to the COUNTY'S REPRESENTATIVE is formally denied.

If the decision of the DIRECTOR or the Director's designee would result in the Contract Price exceeding that approved by the Board of County Commissioners, the DIRECTOR shall request and receive approval for additional funding from the County Mayor or the County Mayor's designee in accordance with his powers granted under Section 2-8.2.12 or, if beyond such authority, through written amendment approved by the Board of County Commissioners.

ARTICLE 13 GENERAL PROVISIONS

13.1) INDEMNIFICATION AND WAIVER OF LIABILITY:

13.1.1) Pursuant to Section 725.08 of the Florida Statutes, the DESIGN-BUILDER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liabilities, damages, losses and costs, including reasonable attorneys' fees, which the COUNTY or its officers, employees, agents or instrumentalities may incur to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the DESIGN-BUILDER or its employees, agents, servants, partners, principals or subcontractors in the performance of this Contract. The DESIGN-BUILDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. The DESIGN-BUILDER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the DESIGN-BUILDER shall in no way limit the responsibility to indemnify, keep and save harmless the COUNTY or its officers, employees, agents and instrumentalities as herein provided. This provision for indemnification shall survive expiration or termination of the Contract.

13.1.2) Notwithstanding any provision herein to the contrary, the DESIGN-BUILDER agrees and recognizes that the COUNTY and its officers, employees, agents and instrumentalities shall not be held liable or responsible for any claims, which result from any actions, errors or omissions of the DESIGN-BUILDER. In reviewing, approving or rejecting any submissions by the DESIGN-BUILDER or other acts of the DESIGN-BUILDER, the COUNTY in no way assumes or shares any responsibility or liability of the DESIGN-BUILDER,

subconsultants, the registered professionals (architects and/or engineers) and Subcontractors under this Contract.

13.1.3) **CONTRACT SECURITY:** The DESIGN-BUILDER agrees to execute and deliver within fourteen (14) days after the execution of the Contract, the DESIGN-BUILDER'S Performance and Payment Bonds prepared on the applicable bond forms included in Volume I of the RDBS and attached as Exhibit "D" "Performance and Payment Bonds". The Surety Performance and Payment Bonds shall be in the amount of one hundred percent (100%) of the TOTAL CONTRACT AMOUNT covering all sums under the CONTRACT. The Bonds must be in the form of a Surety Bond written through a local surety bond agency, rated as to management and strength as set forth below.

13.1.4) **SURETY BOND QUALIFICATIONS:** The following specifications shall apply to bid, performance, payment, maintenance and all other types of bonds. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
Over \$10,000,000	A IX

13.1.5) The DESIGN-BUILDER may, in lieu of a surety performance bond and a surety payment bond, submit two (2) cash bonds, conditioned upon the faithful performance of the Work, in strict accordance with this Contract and with the RDBS and the completion of the Work, free from all liens and within the time limit herein specified; said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits. Said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if the DESIGN-BUILDER were the obligee or obligees therein specifically mentioned and all such persons shall be held or deemed to the obligee thereof.

13.1.6) The Design Builder shall provide a Performance and Payment Bond in accordance with state law. Section 255.05, Florida Statutes, provides for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

13.1.6.1) A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnish the Principal with a notice that he intends to look to the bond for protection.

- 13.1.6.2) A claimant who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 13.1.6.3) No action for the labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year after Final Completion.
- 13.1.7) Surety Obligations: If the DESIGN-BUILDER is in default pursuant to the Contract and the COUNTY has declared the DESIGN-BUILDER in default, the Surety promptly may remedy the default or shall:
 - 13.1.7.1) Arrange for the completion of the Project obligations under the Contract by a firm other than the DESIGN-BUILDER acceptable to the COUNTY and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the Project Work progresses, sufficient funds to pay the cost of completion of the Project Work less the Contract Balance up to the Bond Sum.

13.2) ERRORS AND OMISSIONS:

- 13.2.1) The DESIGN-BUILDER, to the extent of its failure to perform in accordance with the standard of care set forth in this Contract, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under the Contract (including the Work performed by subconsultants and subcontractors), within the specified time period and specified cost. The DESIGN-BUILDER shall exercise the degree of care and skill customarily exercised by other professionals performing similar services with respect to the disciplines required for the performance of the Work in the State of Florida. The DESIGN-BUILDER is responsible for and represents that the Work conforms to COUNTY'S requirements as set forth in the Contract. The DESIGN-BUILDER shall be and remain liable to the COUNTY for all damages to the COUNTY caused by the DESIGN-BUILDER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the COUNTY may have, the DESIGN-BUILDER shall, at its expense, re-perform the services to correct any deficiencies, which result from the DESIGN-BUILDER'S failure to perform in accordance with the above standards. The COUNTY shall notify the DESIGN-BUILDER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the COUNTY'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under the Contract shall be construed to relieve the DESIGN-BUILDER or any subconsultant or subcontractor of its obligations and responsibilities under the Contract, nor constitute a waiver of any of the COUNTY'S rights under the Contract or of any cause of action

arising out of the performance of the Contract. The DESIGN-BUILDER and its subconsultants and Subcontractors shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by any failure of the DESIGN-BUILDER or its subconsultants and subcontractors to comply with the terms and conditions of the Contract or by the DESIGN-BUILDER'S or subconsultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Contract. With respect to the performance of Work by subconsultants and subcontractors, the DESIGN-BUILDER shall, in approving and accepting such Work, ensure the professional quality, completeness and coordination of subconsultants' and subcontractors' Work.

13.2.2) The DESIGN-BUILDER shall be responsible to re-perform any deficient, defective Work and/or services identified by the COUNTY within twelve (12) months following Substantial Completion and shall be subject to further re-performance, repair and replacement for twelve (12) months from Final Completion or the date of initial corrective measures, whichever is later.

13.3) INSURANCE:

13.3.1) Within fourteen (14) days after the date of the execution of this Contract and prior to commencement of Work, the DESIGN-BUILDER shall obtain all insurance required under this Section. All insurance shall be maintained until the Work has been completed and accepted by the COUNTY. The DESIGN-BUILDER shall furnish to the COUNTY:

13.3.1.1) Certificate(s) of Insurance: which clearly indicate that the Contractor has obtained the insurance coverage as required below.

13.3.1.2) Worker's Compensation Insurance for all employees of the DESIGN-BUILDER, as required by Chapter 440, Florida Statutes.

13.3.1.3) Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily injury and Property Damage. **Miami-Dade COUNTY must be shown as an additional insured with respect to this coverage.**

13.3.1.4) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

13.3.1.5) Professional Liability Insurance in the name of the DESIGN-BUILDER will provide or cause its Engineer to provide in an amount not less than \$1,000,000 per claim.

13.3.1.6) **Prior to occupying the site provide:** Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the

building(s) or structure(s). The policy shall be in the name of Miami-Dade County and the Design-Builder.

13.3.2) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

13.3.2.1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

13.3.2.2) The DESIGN-BUILDER shall furnish Certificates of Insurance to the COUNTY, prior to commencing any operations under this Contract, which certificates shall clearly indicate that the DESIGN-BUILDER has obtained insurance, in the type, amount and classifications, in strict compliance with this Section. All insurance required by the Contract shall stay in force until construction of the Project is complete to a point where no construction personnel of the DESIGN-BUILDER or any subcontractor are required to be on the Work Site and all survey work for as-built drawings is completed to the satisfaction of the COUNTY'S REPRESENTATIVE. At that point, the DESIGN-BUILDER shall make a written request to the COUNTY'S REPRESENTATIVE to discontinue all or portions of the insurance coverage for the Project (as appropriate), and upon receipt of written permission from the COUNTY'S REPRESENTATIVE, may discontinue said insurance. In any instance where Work must be resumed after a pause, the DESIGN-BUILDER shall obtain all insurance as required above, prior to performing the Work.

Note: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE AND POLICY.

CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W. 1 STREET,
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the DESIGN-BUILDER of its liability and obligation under this Article or under any other Article of this Contract.

- 13.3.3) The DESIGN-BUILDER shall not commence the Work until it has obtained all insurances required hereunder. The DESIGN-BUILDER shall maintain all required insurances for the full term of this Contract unless discontinued in accordance with section 13.3.2.2 above.
- 13.3.4) The DESIGN-BUILDER shall name the COUNTY, MDWASD and their officers, employees, agents, and consultants as additional insureds on all insurance policies, with the exception of Professional Insurance Liability.
- 13.4) PERFORMANCE:
- 13.4.1) PERFORMANCE AND DELEGATION: The performance of this Contract shall not be delegated or assigned by the DESIGN-BUILDER without the written consent of the COUNTY and such consent shall be in the COUNTY's sole discretion and shall not be given to any proposed delegation which would relieve the DESIGN-BUILDER or their surety of their responsibilities under this Contract. The services to be performed hereunder shall be performed by the DESIGN-BUILDER'S own staff and any subcontractors and subconsultants specifically indicated in the DESIGN-BUILDER'S proposals, provided in response to the RDBS and accepted by the COUNTY, unless otherwise approved in writing by the COUNTY. The employment of, contract with or use of services of any other person or firm by the DESIGN-BUILDER as subconsultant or subcontractor or otherwise is subject to written approval by the COUNTY.
- 13.4.2) CONSEQUENCE FOR NONPERFORMANCE: Should the DESIGN-BUILDER fail to perform its services within the time agreed to by the COUNTY and the DESIGN-BUILDER, and such failure causes a delay in the progress of the services, the DESIGN-BUILDER shall be liable for any direct damages to the COUNTY resulting from such delay.
- 13.4.3) TIME FOR PERFORMANCE: The DESIGN-BUILDER agrees to start all Work hereunder upon the date indicated in the Notice to Proceed (NTP), issued by MDWASD, and complete the Work within the time specified in the Contract.
- 13.4.3.1) Each time any portion of the Schedule prepared by the DESIGN-BUILDER is not met for unapproved/unjustified causes (other than COUNTY caused) the COUNTY may notify the Internal Services Department, Division of Small Business Development, and any other entity established by the COUNTY for tracking the unsatisfactory performance and may notify the DESIGN-BUILDER'S Surety.

- 13.4.4) PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Contract shall be performed by the COUNTY and shall be utilized as evaluation criteria for future solicitations.
- 13.4.5) UNFINISHED OR INCOMPLETE WORK: If at any time before Final Completion of the Project the COUNTY'S REPRESENTATIVE finds there is unmanned or unfinished or incomplete Work, or Work delay or Work stoppages, it shall notify the DESIGN-BUILDER in writing to finish or complete the Work at the DESIGN-BUILDER'S expense forthwith using whatever professional services and construction labor, materials and equipment necessary to perform the Work in accordance with the Contract Documents.

When the activity duration for any items shown on the approved Baseline Project Schedule do not appear sufficient to be completed in the time provided, and the affected activities are likely to delay completion of the Project in the sole opinion of the COUNTY'S REPRESENTATIVE, or if the COUNTY'S REPRESENTATIVE otherwise determines that the Work is not progressing in a timely manner towards completion in a timely manner, and the DESIGN-BUILDER fails to make good efforts for completing any of the above Work activities as specified, the COUNTY'S REPRESENTATIVE shall give notice to the DESIGN-BUILDER, in writing, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to take the measures necessary to perform the Work. If the DESIGN-BUILDER does not begin to correct such conditions within five (5) days of such notice, or provide a plan satisfactory to the COUNTY'S REPRESENTATIVE to correct such conditions, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to place the DESIGN-BUILDER in default and notify its surety of same.

13.5) PROJECT SUSPENSION OR ABANDONMENT:

- 13.5.1) If the Project is suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY under any phase, the COUNTY shall give seven (7) days' notice to the DESIGN-BUILDER of the Project's abandonment or suspension. If it is known that the Project is to be suspended for less than six (6) months, then the DESIGN-BUILDER shall remain on the Project under this Contract and compensated as agreed by the DESIGN-BUILDER and the COUNTY for direct labor, equipment and materials and rates for overhead and profit as applicable for Extra Work. The COUNTY will not be liable for stand-by, overhead or any other costs direct or indirect, that the DESIGN-BUILDER may incur outside of any direct costs associated with this Project. If the Project is to be suspended for the convenience of the COUNTY for more than six (6) months, or abandoned in whole or in part for the convenience of the COUNTY during any phase, the DESIGN-BUILDER shall be paid for Work which was performed

prior to such suspension or abandonment, and any specific Work as directed by the COUNTY to secure and/or abandon the Work, and the COUNTY shall have no further obligation or liability to the DESIGN-BUILDER under this Contract. If the Project is resumed after having been suspended for more than six (6) months, the DESIGN-BUILDER'S compensation to complete the Project may be renegotiated due to the suspension delay, but the COUNTY will have no obligation to complete the Project under this Contract, and may hire or contract with another DESIGN-BUILDER to complete the Project. The COUNTY will have no further obligation or liability to the DESIGN-BUILDER.

13.6) TERMINATION OF CONTRACT:

13.6.1) By COUNTY For Convenience: The COUNTY may terminate for the COUNTY'S convenience, at its sole discretion, performance of Work under this Contract in whole or in part, if the COUNTY determines that a termination is in the COUNTY'S interest. The COUNTY shall terminate by delivering to the DESIGN-BUILDER a Notice of Termination, specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Contract and may be issued without cause. Upon such Notice of Termination, the DESIGN-BUILDER shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on Work done as of the date of the Notice of Termination and the reasonable costs of demobilizing its owned or rented equipment, materials, tools and labor forces and preparing its final invoice to the COUNTY. The DESIGN-BUILDER shall immediately provide the COUNTY with all drawings, plans and documentation related to the Project. Upon payment thereof, the COUNTY will have no further obligation or liability to the DESIGN-BUILDER under this Contract. The DESIGN-BUILDER shall not be entitled to any other compensation under this Contract.

The COUNTY reserves the right to, at its sole discretion, terminate this Contract without cause by giving a written Notice of Termination by the COUNTY REPRESENTATIVE to the DESIGN-BUILDER and its Surety at least ten (10) calendar days prior to the effective date of such cancellation.

In the event of such termination without cause, the DESIGN-BUILDER will be paid for all labor performed, all materials and equipment furnished by the DESIGN-BUILDER and its subcontractors, material men and suppliers and manufacturers of equipment, less all authorized partial payments made prior to the date of cancellation. Specific Work shall be paid for as follows:

The value of all items of Work, completed under the Contract based upon the unit prices and/or the approved Schedule of Values (the Schedule of Values being the detailed cost breakdown), satisfactory to the COUNTY'S REPRESENTATIVE.

The actual cost, as verified by invoice, of acceptable materials and equipment delivered to the Work Site or irrevocably ordered prior to the date of receipt of the Notice of Termination. Said irrevocably ordered materials or equipment must be actually delivered to a MDWASD storage yard designated by the COUNTY'S REPRESENTATIVE, prior to payment being authorized.

Items from the Schedule of Values or unit price items that are partially completed will be paid as specified below in this Section. In the event of termination or cancellation under this Section, the DESIGN-BUILDER shall not be entitled to any anticipated profits or for extended general conditions, for any Work not performed due to such cancellation. No claims for loss of anticipated profits or for any other reason in connection with the cancellation of the Contract will be considered, nor shall the DESIGN-BUILDER or the COUNTY be entitled to any consequential damages.

The COUNTY shall have the right to cancel those portions of the Contract relating to the Work of any item provided for therein. Where that portion of the Work contains completed payment items as called out in the Schedule of Values or unit price items which have been completed, they will be paid for as specified above in this Section. Where items of Work are not complete, the DESIGN-BUILDER will be allowed a profit percentage on the materials used and on construction actually performed, at the same rates as provided for "Extra Work", but as above, no allowance will be made for future anticipated profits on the balance of such Work.

- 13.6.2) By the COUNTY for Cause: In the event the DESIGN-BUILDER fails to comply with the provisions of this Contract, the COUNTY may declare the DESIGN-BUILDER in default by thirty (30) days prior written notification by the COUNTY'S REPRESENTATIVE, if the DESIGN-BUILDER fails to cure the default or take acceptable steps, all to the satisfaction of the COUNTY, to cure the default within that time frame. In such event, the DESIGN-BUILDER shall only be compensated for any completed Work found acceptable to the COUNTY. In the event partial payment has been made for such Work not completed, the DESIGN-BUILDER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Any dispute arising out of this Article shall be resolved in accordance with Article 13.12 "DISPUTE RESOLUTION". The DESIGN-BUILDER shall remain liable for any liabilities and claims related to the DESIGN-BUILDER'S default. As an alternative to termination, the COUNTY may bring suit or proceedings for specific performance or for an injunction. If a court of competent jurisdiction determines the COUNTY erroneously terminated the Contract for default, the termination shall be converted to a Termination for Convenience and the DESIGN-BUILDER shall have no further recourse of any nature for wrongful termination.

A default in any contract with Miami-Dade County shall constitute a default in this Contract and shall allow Miami-Dade County all remedies for default.

If the DESIGN-BUILDER fails to begin the Work under the Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work, or performs the Work unsatisfactorily, or neglects or refuses to remove materials or to perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any

other cause whatsoever shall not carry on the Work in an acceptable manner, in addition to any other right specified above or held by the COUNTY, the COUNTY'S REPRESENTATIVE may give notice in writing to the DESIGN-BUILDER and to its surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. This notification shall be a formal Notice to Cure provided to the DESIGN-BUILDER and its surety by Certified mail.

If the DESIGN-BUILDER or the surety does not react and correct such conditions or provide a plan of action acceptable to the COUNTY'S REPRESENTATIVE for correction of same within a period of five (5) days after receipt of such Notice to Cure, the DIRECTOR, upon written certificate from the COUNTY'S REPRESENTATIVE reciting the facts of such delay, neglect or default and the failure of the DESIGN-BUILDER to comply with the directions given in such Notice to Cure, shall provide the DESIGN-BUILDER and its surety with a formal Notice of Default by Certified mail and shall have full power and authority three (3) days after receipt of the certified Notice of Default, without violating the Contract, to take the prosecution of the Work out of the hands of the DESIGN-BUILDER; to appropriate or use any or all materials or equipment on the ground as may be suitable and acceptable, to enter into a Contract with another DESIGN-BUILDER for the completion of the Project; or to use such other methods as, in the opinion of the DIRECTOR, shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the COUNTY, together with all costs of completing the Work under Contract, shall be deducted from any moneys due or which may become due to the DESIGN-BUILDER. In the event that the expense so incurred by the COUNTY shall be less than the sum which would have been payable under the Contract if the Work had been completed by the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to receive the difference, less additional costs for liquidated damages if applicable and documented; in case such expense shall exceed the sum which would have been payable under the Contract, the DESIGN-BUILDER and the surety shall be liable and shall pay to the COUNTY the amount of such excess.

Nothing contained herein shall limit the availability of any other remedy the COUNTY may have in the event of a default, whether such remedy arises by contract or by operation of law, and the choice by the COUNTY to proceed with one remedy shall not limit the ability of the COUNTY to pursue additional remedies.

13.7) DESIGN-BUILDER'S ACCOUNTING RECORDS:

- 13.7.1) For any Work performed on a reimbursable time and materials basis, the COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records, including but not limited to, audited financial statements, balance sheets, and other financial records, during the performance of this Contract and for one (1) year after final payment under this Contract. The DESIGN-BUILDER agrees to furnish copies of any records necessary to approve any requests for payment by the DESIGN-BUILDER.

13.7.2) The COUNTY reserves the right to audit the DESIGN-BUILDER'S financial records for purposes of verifying certified costs or pricing data submitted or identified by the DESIGN-BUILDER in conjunction with the negotiation of this Contract or any modification/change order to this Contract. The DESIGN-BUILDER shall, for a period of three (3) years after the date of Final Completion under this Contract:

13.7.2.1) Maintain such certified costs or pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified costs or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

13.7.2.2) Permit authorized representatives of the COUNTY and the State of Florida to examine such books, records, documents, papers, computations, projections and other supporting data.

13.7.3) Unless governed elsewhere in the Contract, in the event any information provided by the DESIGN-BUILDER during initial Contract negotiations or any supplemental Contract negotiations is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, an appropriate reduction or increase in the total compensation amount will be made to the Contract. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds, including withholding funds due the DESIGN-BUILDER on other COUNTY contracts. The DESIGN-BUILDER agrees to insert these audit clauses in all of its subcontracts.

13.8) OWNERSHIP AND REUSE OF THE DOCUMENTS:

13.8.1) All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Work and Services performed or produced in the performance of this Contract, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the DESIGN-BUILDER or owned by a third party and licensed to the DESIGN-BUILDER for use and reproduction, shall become the property of the COUNTY. DESIGN-BUILDER shall not disclose, release, or make available any document to any third party, without prior written approval from the COUNTY. The DESIGN-BUILDER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any copyrighted standard details and designs owned by a third party and used or reproduced by the DESIGN-BUILDER in the performance of this Contract. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

13.8.2) If the COUNTY elects to re-use the plans and specifications for other sites and/or purposes other than those for which it was prepared, it shall be at the COUNTY'S sole risk and the COUNTY will hold the DESIGN-BUILDER harmless for any liability arising out of any reuse of documents.

13.8.3) The DESIGN-BUILDER shall bind all subconsultants and subcontractors to the Contract requirements for re-use of plans and specifications.

13.9) COMPLIANCE WITH LAWS:

13.9.1) The Contract shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.

13.9.1.1) Each employee of the DESIGN-BUILDER and its subconsultants and subcontractors that will be involved in the Project shall sign an agreement stating that they will not copy, duplicate, or distribute any Project documents other than for the purpose of performing their Work under this Contract, unless authorized by the COUNTY.

13.9.1.3) The DESIGN-BUILDER and its subconsultants and subcontractors agree in writing that the Project documents are to be kept and maintained in a secure location.

13.9.2) In addition to the above requirements in this Article, the DESIGN-BUILDER shall, during the term of this Contract, be governed by all federal, State of Florida and Miami-Dade County laws, regulatory orders, county codes and resolutions, and MDWASD operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project. MDWASD will assist the DESIGN-BUILDER in obtaining copies of the laws, orders, codes, resolutions, or procedures not readily available on the internet, including, but not limited to, the following:

- Ordinance No. 03-107 – Amending Section 2-11.1(s) of the Conflict of Interest and Code of Ethics;
- Ordinance No. 09-68 – Local Certified Services for Disabled Veterans Preference;
- Ordinance No. 02-68 – MDWASD Security Ordinance;
- Ordinance No. 73-77 - Art in Public Places;
- Ordinance No. 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender;
- Ordinance No. 90-143 - Responsible Wages and Benefits;
- Ordinance No. 91-142 - Family Leave, as amended by Ordinance No. 92-91- Family Leave, superseded by Ordinance No. 93-118 Family Leave Act, as amended by Resolution R-1499-91 and Resolution R-183-00;
- Ordinance No. 92-15 - Drug-free Workplace, as amended by Ordinance No. 00-30;
- Ordinance No. 94-73 - Value Analysis and Life-Cycle Costing;
- Ordinance No. 95-178 - Proposers are to Verify that all Delinquent and Currently Due Fees or Taxes have been Paid as a Condition of Award;
- Ordinance No. 97-35 - Fair Subcontracting Policies ISD Form No. 9 as amended by Ordinance No. 98-124, attached as Exhibit "E";
- Ordinance No. 97-104 – Subcontractor/Supplier Listing, ISD Form 7, attached as Exhibit "F";

- Ordinance No. 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding, and Financial Services;
- Ordinance No. 97-215 - Inspector General;
- Ordinance No. 98-30 – County Contractors Employment and Procurement Practices;
- Ordinance No. 99-5 - Domestic Violence Leave;
- Ordinance No. 99-152 - False Claim Ordinance;
- Ordinance No. 99-162 - Precluding entities who are not current in their obligations to the County from receiving new contracts or purchase orders;
- Ordinance No. 00-18 – Debarment;
- Ordinance No. 00-67 - Prohibition of Contracting with Individuals and Entities while in Arrears with the County, as amended by Resolution R-531-00;
- Ordinance No. 00-85 - Ordinance amending Section 2-8.9 of the Code of Miami-Dade County, The Living Wage Ordinance;
- Ordinance No. 00-96 - Code of Business Ethics: Ordinance amending Section 2-8.1(i) of the Miami-Dade County Code;
- Ordinance No. 01-103 and Administrative Order 3-32 – Small Business Enterprise Program;
- Ordinance No. 07-65 – Sustainable Buildings Program;
- Resolution R-385-95 - Policy Prohibiting Contracts with Firms Violating the A.D.A. and other Laws Prohibiting Discrimination on the Basis of Disability A.D.A. Requirements, are a condition of Award, as amended by Resolution R-182-00;
- Resolution R-994-99 - Code of Business Ethics;
- Resolution R-185-00 - Domestic Violence Leave Requirements are a Condition of Award;
- Resolution R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the Project;
- Ordinance No. 97-172 and Administrative Order-3-26 - Ordinance amending Section 2-10.4 requiring certain Contracts for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services which are incorporated herein by reference, as if fully set forth herein, in connection with the DESIGN-BUILDER'S obligation hereunder;
- Administrative Order-3-39 - Acquisition of Professional Services;
- Administrative Order 3-27 – Cone of Silence; and
- Ordinance No. 14-79 –Sea Level Rise.
- Resolution R531-00-Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project;
- Miami-Dade County Code Section 2.11.17- Residents First Training and Employment Program.

13.9.3) The DESIGN-BUILDER shall comply with the financial disclosure requirements of Ordinance 77-13 (County Code Section 2-11.1) by filing within thirty (30) days of the execution date of this Contract and prior to July 15th of each succeeding year that the Contract is in effect, one of the following

with the Supervisor of Elections, P.O. Box 521550, Miami, Florida 33152-1550:

- A Source of Income Statement
- A Statement of Financial Interests
- A copy of the DESIGN-BUILDER'S current federal income tax return

13.9.4) **AFFIRMATIVE ACTION:**

13.9.4.1) The DESIGN-BUILDER'S Affirmative Action Plan submitted, pursuant to Ordinance 82-37, as approved by the Department of Internal Services Department and any approved update thereof, are hereby incorporated as contractual obligations of the DESIGN-BUILDER to Miami-Dade County hereunder. The DESIGN-BUILDER shall undertake and perform the affirmative action specified herein. The DIRECTOR may declare the DESIGN-BUILDER in default of this Contract for failure of the DESIGN-BUILDER to comply with the requirements of this Paragraph.

13.9.5) **PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS AND SUBCONTRACTORS**

13.9.5.1) The DESIGN-BUILDER'S attention is directed to Miami-Dade County Ordinance No. 94-40 and Section 2-8.1.4 of the Code of Miami-Dade County providing for expedited payments to small businesses by COUNTY agencies and the Public Health Trust; creating dispute resolution procedures for payment of COUNTY and Public Health Trust obligations; and requiring the prime DESIGN-BUILDER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. The time for which payment shall be due is thirty (30) days from the receipt of a proper invoice. Failure of the DESIGN-BUILDER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the COUNTY contract or Public Health Trust contract and debarment procedures of the COUNTY.

13.9.6) **OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:**

13.9.6.1) According to Section 2-1076 of the Code of Miami-Dade County, the COUNTY has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County contracts or Public Health Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the DESIGN-BUILDER under this Contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same

becomes due unless, as stated in the Contract Documents, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The DESIGN-BUILDER shall, in stating its agreed prices, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid price form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed COUNTY and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, bid specifications, (bid/proposal) submittals, activities of the DESIGN-BUILDER, its officers, agents and employees, lobbyists, COUNTY and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice, the DESIGN-BUILDER shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the DESIGN-BUILDER's possession, custody or control which, in the Inspector General's sole judgment, pertain to performance of the contract, including but not limited to, original estimate files, change order payment application files, worksheets, proposals and contracts from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The DESIGN-BUILDER shall make available at its office, at all reasonable times, the records, materials and other evidence regarding the acquisition (bid preparation) and performance of this Contract, for examination, audit or reproduction, until three (3) years after final payment under this Contract or for any longer

period required by statute or by other clauses of this Contract. In addition:

- If this Contract is completely or partially terminated, the DESIGN-BUILDER shall make available records relating to the Work terminated until three (3) years after any resulting final termination settlement; and
- The DESIGN-BUILDER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation or claims are finally resolved.

The provisions in this Article shall apply to the DESIGN-BUILDER, its officers, agents, employees, subcontractors and suppliers. The DESIGN-BUILDER shall incorporate the provisions in this Article in all subcontracts and all other contracts executed by the DESIGN-BUILDER, in connection with the performance of this Contract.

Nothing in this Article shall impair any independent right of the COUNTY to conduct audits or investigative activities. The provisions of this Article are neither intended, nor shall they be construed to impose any liability on the COUNTY by the DESIGN-BUILDER, or third parties.

Exception: The above application of one-quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental contracts; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an independent private-sector inspector general (IPSIG) is assigned at the time the contract is approved by the Board of County Commissioners; (j) professional service agreements under one thousand dollars (\$1,000.00); (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Board of County Commissioners contracts, including but not limited to, those contracts specifically exempted above.

13.9.6.2) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the DESIGN-BUILDER is hereby directed to the requirements of A.O. 3-20 and R-516-96; the COUNTY shall have

the right but not the obligation to retain the services of an IPSIG who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the DESIGN-BUILDER and the COUNTY in connection with this Contract. The scope of services performed by an IPSIG may include, but is not limited to, monitoring and investigating compliance with Contract specifications, project costs and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals and activities of the DESIGN-BUILDER, its officers, agents and employees, lobbyists, COUNTY staff and elected officials.

Upon ten (10) days written notice to the DESIGN-BUILDER from an IPSIG, the DESIGN-BUILDER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the DESIGN-BUILDER'S possession, custody or control, which in the IPSIG'S sole judgment pertain to performance of the Contract, including but not limited to, original estimate files, bid and change order estimates, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

- 13.9.7) MONTHLY UTILIZATION REPORT (MUR): Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE-A&E) Program and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the DESIGN-BUILDER is required to file Monthly Utilization Reports with the COUNTY'S contracting department monthly, unless designated otherwise. The MUR is required to accompany every invoice, which is due on or before the tenth (10th) working day following the end of the month that the report covers. The MUR should indicate the amount of contract monies received and paid as a DESIGN-BUILDER, including payments to subconsultants and subcontractors (if applicable), from the COUNTY pursuant to the Project. Authorized representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the Work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Internal Services Department, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the

format attached hereto and titled "Monthly Utilization Report", attached as Exhibit "G".

- 13.9.8) **CERTIFICATION OF WAGE RATES:** Attached hereto as Exhibit "H" is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes, the DESIGN-BUILDER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided, are accurate, complete and current as of the date of this Contract. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the Contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such Contract compensation adjustments shall be made within one (1) year following the end of the Contract, the date of final billing or acceptance of the Work by the COUNTY, whichever is later. The COUNTY reserves the right to request a certified copy of the DESIGN-BUILDER payroll at any time during the term of this Contract.

13.10) MISCELLANEOUS PROVISIONS:

- 13.10.1) **ANTI PRECLUSION:**The DESIGN-BUILDER may submit proposals for any design-build services, which they are qualified to perform, for which Proposals may be publicly solicited by the COUNTY, outside of this Contract.
- 13.10.2) Other than to immediately advise the COUNTY of the existence of such materials that they may discover during standard investigations carried out for the purpose of performing their services, the DESIGN-BUILDER will have no responsibility for the presence, handling, funding, cost of removal or exposure of persons to hazardous materials or contaminants in any form at the Project Site, except for any such materials that the DESIGN-BUILDER brings into the Site.
- 13.10.3) **FORCE MAJEURE:** For the purpose of delay and events of force majeure, an event of "Force Majeure" is defined to include an event beyond the control of the DESIGN-BUILDER, which prevents the DESIGN-BUILDER from performing and fulfilling its obligations under this Contract, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties or inability to provide a safe working environment for employees. The DESIGN-BUILDER shall not be liable for any delays due to a force majeure event, provided that the DESIGN-BUILDER verbally notifies the COUNTY within forty-eight (48) hours of such force majeure event and provides the COUNTY written notice that includes justification for extension of the Contract within ten (10) days of such force majeure event. Such events of Force Majeure will be considered under the change order provisions of the Contract.
- 13.10.4) **STANDARD OF CARE:** In the performance of its services, the DESIGN-BUILDER shall exercise the degree of care and skill customarily exercised by

other professionals performing similar services in the same locality and time period, including the degree of care and skill required by the Florida Department of Professional Regulation and various construction licensing boards in the State of Florida or Miami-Dade County. Pursuing to Ordinance No. 14-79 Sea Level Rise, the ENGINEER shall consider future impacts of sea level rise and climate change that may be addressed through design considerations

13.10.5) RESPONSIBILITY FOR OTHERS: The DESIGN-BUILDER shall be responsible to the COUNTY for Design-Build Services and the services of DESIGN-BUILDER subconsultants and subcontractors. The DESIGN-BUILDER shall not be responsible for the acts or omissions of other parties engaged by the COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

13.10.6) RIGHT OF ENTRY: The COUNTY grants to the DESIGN-BUILDER, if the Work-Site is owned by the COUNTY, permission for a right of entry from time to time by the DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. If the Work-Site is not owned by the COUNTY, the DESIGN-BUILDER is responsible for making arrangements with property owner(s) for right of entry from time to time by the DESIGN-BUILDER, its employees, agents and subconsultants and subcontractors, upon the Work-Site for the purpose of providing the services. The COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing Work-Site conditions and affect the environment in the area being studied, despite the use of reasonable care. In the event existing Work-Site conditions have been altered, the DESIGN-BUILDER shall restore the Work-Site to original condition.

13.11) SUCCESSORS AND ASSIGNS:

13.11.1) The DESIGN-BUILDER and the COUNTY each bind themselves, their partners, successors, legal representatives and assigns to the other party of the Contract and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Contract. The DESIGN-BUILDER shall afford the COUNTY'S REPRESENTATIVE the opportunity to approve or reject all proposed assignees, successors, or other changes in the ownership structure and composition of the DESIGN-BUILDER in writing. Failure to do so constitutes a breach of this Contract by the DESIGN-BUILDER.

13.12) DISPUTE RESOLUTION:

13.12.1) Except as otherwise provided in the Contract, any dispute arising under this Contract, which is not disposed of by agreement, shall be decided by the DIRECTOR or the Director's designee. The DIRECTOR or the Director's designee shall reduce his or her decision to writing and furnishing a copy thereof to the DESIGN-BUILDER. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent,

capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Pending final decision of a dispute hereunder, the DESIGN-BUILDER shall proceed diligently with the performance of the Contract and in accordance with the DIRECTOR or the Director's designee's interpretation. Any claim by the Contractor shall be certified in accordance with the County's False Claims Ordinance.

13.13) CERTIFICATION:

13.13.1) The DESIGN-BUILDER certifies that no companies or persons, other than bona fide employees working solely for the DESIGN-BUILDER or the DESIGN-BUILDER'S subconsultants and subcontractors, approved by the COUNTY, have been retained or employed to solicit or secure this Contract or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations, contingent upon or resulting from the award or making of this Contract. The DESIGN-BUILDER also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the DESIGN-BUILDER or the DESIGN-BUILDER'S County approved subconsultants and subcontractors, to accomplish the Work contemplated under the terms of this Contract. For breach or violation of this Certification, the COUNTY shall have the right to annul this Contract without liability.

13.14) HAZARDOUS CONDITIONS:

Unless otherwise expressly provided in the Contract Documents to be part of the Work, the DESIGN-BUILDER is not responsible for any pre-existing Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, the DESIGN-BUILDER will stop work immediately in the affected area and duly notify the COUNTY'S REPRESENTATIVE and, if required by legal or regulatory requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

Upon receiving notice of the presence of suspected Hazardous Conditions, the COUNTY shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include the COUNTY retaining qualified independent experts to: (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the COUNTY must take to either remove the Hazardous Conditions or render the Hazardous Conditions harmless. The methods of rendering the hazardous conditions harmless may include having the DESIGN-BUILDER construct through or remove the hazardous material as part of the Project Work. In such instance, the Work involved will be Extra Work and treated with the methods provided in Article 12.4.3 Extra Work and Payment thereof.

The DESIGN-BUILDER shall be obligated to resume work at the affected area of the Project only after the COUNTY'S expert provides written certification that: (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the affected Work-Site.

The DESIGN-BUILDER will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Time(s), to the extent the DESIGN-BUILDER'S time of performance has been adversely impacted by the presence of Hazardous Conditions.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the DESIGN-BUILDER, design consultants, subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the affected Work-Site.

Notwithstanding the preceding provisions of this Section, the COUNTY is not responsible for Hazardous Conditions introduced to the Site by the DESIGN-BUILDER, subcontractors or anyone for whose acts they may be liable. The DESIGN-BUILDER shall indemnify, defend and hold harmless the COUNTY and the COUNTY'S officers, Commissioners, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by the DESIGN-BUILDER, subcontractors or anyone for whose acts they may be liable.

13.15) TIME EXTENSIONS AND DELAY:

Where the progress of the DESIGN-BUILDER is delayed, and such delay is beyond the control of the DESIGN-BUILDER, and if such delay affects the critical path of the Project, based on the approved Baseline Project Schedule, the DESIGN-BUILDER shall, within five (5) days of the start of the delay, notify the COUNTY'S REPRESENTATIVE in writing of the delay and, if justified, request an extension of the Contract time. Said notice shall specifically detail the nature and cause of the delay and shall include sufficient, credible and complete documentation, including but not limited to, approved schedules and analysis, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S Baseline Project Schedule, as approved by the COUNTY'S REPRESENTATIVE. If the COUNTY'S REPRESENTATIVE finds that the delay is beyond the control of the DESIGN-BUILDER and affects the critical path schedule of the Project, based on the approved Baseline Project Schedule, the COUNTY'S REPRESENTATIVE will grant the DESIGN-BUILDER a non-compensable time extension, as approved by the COUNTY'S REPRESENTATIVE.

Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided for above, is a condition precedent to any obligation on the part of the COUNTY to grant a non-compensable time extension and/or associated change order, and the failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on the maintenance or litigation of any claim related for additional time arising out of the delay and shall serve as a waiver by the DESIGN-BUILDER of any and all such claims.

A non-compensable time extension shall be the sole remedy available to the DESIGN-BUILDER for delays beyond the control of the DESIGN-BUILDER. UNLESS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL A CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. The DESIGN-

BUILDER shall not be entitled to an increase in the Contract Sum or payment of compensation of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery of damages, in the liquidated amount specified herein, by the DESIGN-BUILDER as available in law through a court of competent jurisdiction for hindrances or delays caused solely by the bad faith, fraud, or active interference of the COUNTY or its agents. Otherwise, the DESIGN-BUILDER shall be entitled only to non-compensable extension of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

If the DESIGN-BUILDER contends that it is entitled to a compensable time extension, the DESIGN-BUILDER shall, within three (3) days of the start of the action alleged to furnish justification for the compensable time extension, notify the COUNTY'S REPRESENTATIVE in writing of the delay. Said notice shall specifically detail the nature and cause of the delay, the specific action of the COUNTY which renders this delay compensable, and shall include sufficient and credible documentation, including but not limited to, approved schedules, to allow the COUNTY'S REPRESENTATIVE to evaluate the impact of the delay on the DESIGN-BUILDER'S critical path. Proper and timely notification to the COUNTY'S REPRESENTATIVE of the delay, as provided above, is a condition precedent to any obligation on the part of the COUNTY to grant a compensable time extension and failure of the DESIGN-BUILDER to properly and timely render such notice shall serve as a bar on any litigation related to any claim for time or damages of any sort, including acceleration damages arising out of the delay and shall serve as a waiver by the DESIGN-BUILDER of any and all such claims.

The DESIGN-BUILDER shall maintain, for the duration of the alleged compensable delay, daily records. The maintenance of said records is a condition precedent to any obligation on the part of the COUNTY as to any compensable time extension. For each day for which said confirmed records are lacking, the COUNTY shall have no obligation to the DESIGN-BUILDER as to extra time or compensation, and the lack of such records shall preclude the DESIGN-BUILDER from maintaining any action for damages of any sort or extra time with respect to such delay.

In the event the COUNTY'S REPRESENTATIVE shall grant any time extension, the DESIGN-BUILDER shall submit a revised schedule, compliant with the terms of the General Covenants and Conditions; said revised schedule shall reflect all delays which previously impacted the Work, including delays as may have been caused by the DESIGN-BUILDER, and will reflect all time extensions granted to the date of the revised schedule.

The COUNTY and the DESIGN-BUILDER agree that it is impossible, at the time this Contract is executed, to ascertain the precise amount of damages which the DESIGN-BUILDER may suffer as a result of any compensable delay, and that proof of such damages will be difficult. Therefore, the COUNTY and the DESIGN-BUILDER agree that the sum of two thousand five hundred dollars (\$2,500.00) per day of delay is a fair and reasonable sum for all indirect costs as may be borne by the DESIGN-BUILDER due to any compensable delay, including but not limited to, profits, interest, home office overhead, field office overhead, acceleration, loss of earnings, loss of productivity and/or efficiency, loss of bonding capacity, loss of opportunity, and all other indirect costs

incurred by the DESIGN-BUILDER or its subcontractors, materialmen, suppliers, or vendors.

Where a delay for which the DESIGN-BUILDER would be entitled to compensation occurs concurrently with a delay for which the DESIGN-BUILDER would not be entitled to any time extension, the DESIGN-BUILDER shall be entitled to no compensation for the period of such concurrent delay.

The DESIGN-BUILDER shall have no cause of action for the following items, and such items shall neither form the basis of any claim nor be included in compensation by the COUNTY, except insofar as the DESIGN-BUILDER may be due liquidated damages for delay, and this Article shall be the sole vehicle for recovery of the following items:

1. Home office expenses or any direct costs allocated from the headquarters of the DESIGN-BUILDER
2. Loss of anticipated profits on this or any other project
3. Loss of bonding capacity
4. Losses due to projects not bid on
5. Loss of business opportunities
6. Loss of productivity on this or other project
7. Loss of interest on funds not paid
8. Costs to prepare, negotiate or prosecute claims
9. Costs spent to achieve compliance with applicable laws and regulations
10. Increased bonding or insurance costs
11. Loss of efficiency
12. Acceleration costs
13. Loss of opportunity
14. All other indirect and consequential costs not listed herein.

13.16) VALUE ENGINEERING PROPOSALS AFTER CONTRACT AWARD (VEPs):

13.16.1) General. The DESIGN-BUILDER may, at its sole option and its sole expense, develop, prepare and submit a Value Engineering Proposal ("VEP") to modify the requirements of the Contract Documents, provided that it does so in accordance with the following requirements. The DESIGN-BUILDER'S VEP shall clearly demonstrate that modifying the requirements of the Contract Documents would: (a) result in a net reduction in the Contract Price; (b) not impair, in any manner, the essential functions or characteristics of the Project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, design and safety standards; and (c) not adversely impact the Project Schedule or the Contract Time(s). The COUNTY shall have the right, at its sole option and discretion, to accept or reject any VEP.

13.16.2) Definitions. For purposes of this Section, the following terms shall have the following meanings:

"Collateral Costs" means Owner's costs of operation, maintenance, logistic support or Owner-furnished property, as defined by Owner.

"Collateral Savings" means those measurable net reductions resulting from a VEP in Owner's overall projected Collateral Costs, exclusive of acquisition savings, whether or not the acquisition cost may change.

"DESIGN-BUILDER'S Development and Implementation Costs" means those costs the DESIGN-BUILDER and any Subcontractor incurs on a VEP, specifically in developing, testing, preparing and submitting the VEP, as well as those costs the DESIGN-BUILDER incurs to make the modifications to the Contract Documents in the event the Owner accepts the VEP.

"Owner's Costs" means those Owner costs that result directly from developing and implementing the VEP, such as any net increase in the cost of training, testing, operations, maintenance, and logistic support. The term does not include normal Owner administrative costs of processing the VEP.

"Instant Contract Savings" means the estimated reduction in the DESIGN-BUILDER'S cost of performance of the Contract that result from Owner's acceptance of the VEP, minus the DESIGN-BUILDER'S Development and Implementation Costs.

13.16.3) VEP Preparation and Submission. At a minimum, the DESIGN-BUILDER shall include in each VEP the information described in Subparagraphs (A) through (F) below.

- A. A description of the difference between the existing requirements under the Contract Documents and that proposed, including the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of that alteration on performance, reliability, operability or durability.
- B. A list and analysis of the requirements to the Contract Documents that must be modified if the VEP is accepted by Owner, as well as specific suggested language.
- C. A separate, detailed cost estimate for: (i) the affected portions of the existing requirements of the Contract Documents; and (ii) the cost reduction associated with the VEP which shall take into account: (a) the DESIGN-BUILDER'S Development and Implementation Costs, all of which shall be separately and clearly detailed; and (b) a description and estimate of the Owner Costs associated with the VEP.
- D. An estimate, to the extent practical, of any effects the VEP would have on Collateral Costs.
- E. A statement of the time by which a Change Order accepting the VEP must be issued in order to achieve the maximum cost reduction.
- F. A statement of the effect acceptance of the VEP will have on the Contract Time(s).

The DESIGN-BUILDER shall submit VEPs to Owner with a signed original, ten (10) paper copies and two (2) electronic copies.

13.16.4) Owner's Action

- A. Owner shall notify the DESIGN-BUILDER of the status of the VEP within thirty (30) calendar days after its receipt of the VEP. If additional time is required for evaluation, Owner shall notify the DESIGN-BUILDER within the thirty (30) day period and provide the expected date of the decision. Unless Owner's notification specifically states otherwise, the DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract Documents.
- B. Owner shall not be liable for any delay in acting upon, or failing to act upon, a VEP.
- C. If the VEP is not accepted, Owner shall notify the DESIGN-BUILDER in writing, explaining the reasons for rejection. The DESIGN-BUILDER may withdraw any VEP, in whole or in part, at any time before it is accepted or rejected by Owner.
- D. Any VEP may be accepted, in whole or in part, by Owner issuing a Change Order. Owner may accept the VEP, even though an agreement on price reduction has not been reached, by issuing DESIGN-BUILDER a notice to proceed with the change.
- E. Owner shall have the sole and absolute discretion to accept or reject all or part of any VEP, and its decision shall be final, binding and not subject to review through the disputes process set forth in Article 13.12 or in any other manner.
- F. The DESIGN-BUILDER shall continue to perform the Work in accordance with the requirements of the Contract until a notice to proceed is issued or a Change Order is issued by Owner incorporating the VEP into the Contract. If a VEP has not been approved by the date upon which the DESIGN-BUILDER'S VEP submission specifies that a decision should be made, or such other date as DESIGN-BUILDER may subsequently have requested in writing, such VEP shall be deemed rejected.

13.16.5) Sharing

- A. Owner's share of savings is determined by subtracting Owner's Costs from Instant Contract Savings, and multiplying the result by fifty percent (50%). The Contract Price will be reduced by the amount of Owner's share of the savings.
- B. Payment of any share due the DESIGN-BUILDER shall be as provided in the Change Order authorizing the VEP, which Change Order will modify the Contract Price and will revise any other affected provisions of the Contract Documents, including, if applicable, the Contract Time(s).

13.16.6) Contractual Obligations

- A. Owner shall be the sole judge of the acceptability of any VEP and of the estimated net savings from the adoption of all or any part of such proposal.
- B. The submission of a VEP by the DESIGN-BUILDER to Owner shall not in itself affect the rights or obligations of either party under this Contract.
- C. Owner acceptance of a VEP and performance of the cost-reduction Work shall not extend the time of completion of the Contract unless specifically provided for in the Change Order.
- D. The DESIGN-BUILDER will not be reimbursed for any costs associated with VEPs, if such VEPs are not accepted by Owner.

13.17) SITE CONDITIONS:

- 13.17.1) The COUNTY makes no representations or warranties as to Site conditions at the Work-Site ("Site Conditions"), including but not limited to, the nature or amount of any kind of soil material, the location of any utilities or structures on the Site, the composition or condition of any utility or structure and its contents, the fitness of any material for use as fill or drainage or the amount of water to be expected. Any information provided herein relating to Site Conditions is provided as advisory only and is the COUNTY'S best estimate of conditions at a particular location. Please note that underground conditions may vary from those observed by the COUNTY and that the COUNTY cannot guarantee that the DESIGN-BUILDER will encounter Site Conditions similar to those observed by the COUNTY.
- 13.17.2) The DESIGN-BUILDER shall, prior to beginning design and construction activities, make whatever, Site investigations the DESIGN-BUILDER deems diligent or prudent, and shall take into account all Site Conditions which are known to the DESIGN-BUILDER, or which could be known to the DESIGN-BUILDER with reasonable, diligent investigation, in planning or executing the Work. Where Site conditions delay the Project, and said delay could have been avoided by reasonable investigations of the Site by the DESIGN-BUILDER, such delay will not be considered to be beyond the control of the DESIGN-BUILDER, and no time extension shall be granted pursuant to Article 13.15 TIME EXTENSIONS AND DELAY of this DESIGN-BUILD CONTRACT.
- 13.17.3) In the event that Site Conditions differ from those reasonably expected or foreseeable by the DESIGN-BUILDER, the DESIGN-BUILDER shall immediately within twenty-four (24) hours, and before such conditions are further disturbed, notify the COUNTY'S REPRESENTATIVE in writing of: (1) subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents, or other information and data that the DESIGN-BUILDER should have known or could have reasonably discovered prior to the proposal submittal date, or (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those

ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The COUNTY'S REPRESENTATIVE will promptly investigate the conditions, and if the COUNTY'S REPRESENTATIVE determines that such conditions materially differ from those reasonably expected or foreseeable by the data and information set forth in the geotechnical baseline conditions included in the Design-Criteria Package, the Contract Documents or other data and information reasonably available to the DESIGN-BUILDER prior to the proposal date, and such conditions cause an increase or decrease in the DESIGN-BUILDER'S cost of, or the time required for, the performance of any part of the Work under the Contract, an adjustment, excluding loss of anticipated profits, may be made and the Contract modified in writing accordingly by the COUNTY'S REPRESENTATIVE. The COUNTY'S REPRESENTATIVE will notify the DESIGN-BUILDER whether or not an adjustment of the Contract is warranted.

- 13.17.4) No claim of the DESIGN-BUILDER under this Article will be allowed unless the DESIGN-BUILDER has given the notice required in Article 13.17.3 of this Article and Article 13.18, NOTICE OF POTENTIAL CLAIM.
- 13.17.5) No claim by the DESIGN-BUILDER for a change hereunder will be allowed if asserted after final payment under this Contract.
- 13.17.6) If the COUNTY'S REPRESENTATIVE is not given written notice prior to the conditions being further disturbed after the initial discovery by the DESIGN-BUILDER, the DESIGN-BUILDER will be deemed to have waived its right to assert a claim for additional time and compensation arising out of such changed conditions.

13.18) NOTICE OF POTENTIAL CLAIM:

- 13.18.1) The DESIGN-BUILDER will not be entitled to additional compensation otherwise payable for any act or failure to act by the COUNTY, the happening of any event or occurrence, or any other cause, unless he shall have given the COUNTY'S REPRESENTATIVE a written notice of potential claim therefore as specified in this Article. The DESIGN-BUILDER understands and agrees that the filing of a notice of potential claim in accordance with this Article is a condition precedent to recovery of any additional time and/or money as a result of any alleged act or omission of the COUNTY and that the failure of the DESIGN-BUILDER to strictly comply is deemed a waiver of all claims.
- 13.18.2) The DESIGN-BUILDER shall provide the COUNTY'S REPRESENTATIVE with immediate verbal notification of any potential claims followed by written notice of potential claims within three (3) days of the verbal notification. The written notice of potential claim shall set forth the reasons for which the DESIGN-BUILDER believes additional compensation and/or time will or may be due, the nature of the costs involved and the approximate amount of the potential claim. If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY'S REPRESENTATIVE prior to the time

that the DESIGN-BUILDER has started performance of Work giving rise to the potential claim.

- 13.18.3) It is the intention of this Article, that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of the COUNTY'S REPRESENTATIVE at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.
- 13.18.4) The notice requirements of this Article are in addition to those required in other Articles of this Contract.
- 13.18.5) The DESIGN-BUILDER shall segregate all costs associated with each claim. Failure to segregate costs will be grounds for the COUNTY'S rejection of the claim.
- 13.18.6) If the COUNTY decides to pay all or part of a claim for which notice was not timely made, the COUNTY does not waive the right to enforce the notice requirements in connection with any other claim.

13.19) INSPECTING AND TESTING MATERIALS:

The inspection and testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies experienced in such services. The DESIGN-BUILDER shall submit such samples or such special or test pieces of materials as the COUNTY'S REPRESENTATIVE may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not specification requirements are met shall be borne by the DESIGN-BUILDER. The DESIGN-BUILDER shall not incorporate any material or finished article into the Work until the results of the inspections or tests are known and he has been notified by the COUNTY'S REPRESENTATIVE that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected by the COUNTY'S REPRESENTATIVE shall be promptly removed from the Work-Site.

13.20) CORRECTIONS OF WORK OR MATERIAL:

If at any time before the Final Completion of the Project, defects in the Work or materials, unsatisfactory Work or material, poor workmanship, damaged, destroyed, or incorrect Work, are found by the COUNTY'S REPRESENTATIVE, or any other Governmental Agency having jurisdiction over the Work, the DESIGN-BUILDER so notified shall immediately correct such Work at its expense using whatever material and labor necessary in accordance with the plans and specifications.

Previous inspection of such Work or prior approval of any design submittals for compliance will not relieve the DESIGN-BUILDER of its responsibility for any of the above deficiencies, although they may have been overlooked by the COUNTY'S REPRESENTATIVE or may have been the results of damage from any cause. Neglect to make good for any of the above Work shall result in the COUNTY'S REPRESENTATIVE giving notice in writing to the DESIGN-BUILDER specifying the

conditions pertaining thereto and directing the DESIGN-BUILDER to correct same. If the DESIGN-BUILDER does not correct such conditions within five (5) days after receipt of such notice, it shall be sufficient grounds for the COUNTY'S REPRESENTATIVE to order the subject Work discontinued and have the Work completely remedied at the expense of the DESIGN-BUILDER.

All materials are to be inspected before use, and the DESIGN-BUILDER shall notify the COUNTY'S REPRESENTATIVE in time to enable it to inspect any inaccessible Work or materials before being covered. The DESIGN-BUILDER shall furnish at its expense necessary personnel and facilities for inspection of such Work or materials after being covered, if so required. If, in the opinion of the COUNTY'S REPRESENTATIVE, the materials or finished items already installed, whether exposed or covered up, are damaged, destroyed or not in compliance with specifications, the COUNTY'S REPRESENTATIVE shall notify the DESIGN-BUILDER in writing, specifying the Work or materials which shall not be incorporated in the Work without replacement or corrective Work sufficient to obtain the COUNTY'S REPRESENTATIVE'S approval. All costs for the correction of said Work or materials shall be borne by the DESIGN-BUILDER.

If, in the opinion of the COUNTY'S REPRESENTATIVE, the structural, mechanical, or electrical integrity of installed Work or materials on Site is questionable, the COUNTY'S REPRESENTATIVE may direct the DESIGN-BUILDER to perform necessary tests to determine the acceptability of the item in question. The DESIGN-BUILDER shall immediately employ a Professional Engineer licensed to practice in the State of Florida, to submit a testing procedure for approval as well as corrective methods of repair or replacement of the Work if required. Engineering, testing and any required corrective Work shall be performed immediately to minimize delays to the Project. If the tested Work or materials are found to have deficiencies or not be in accordance with the best practices of the trade, even if the COUNTY for its convenience elects to accept the Work or materials, all engineering, testing, and corrective costs shall be borne by the DESIGN-BUILDER. Should the Work or material in question be found to be without deficiencies and in accordance with the best practices of the trade, said costs will be borne by the COUNTY to the extent of actual costs for said services. Any office overhead or other charges will remain with the DESIGN-BUILDER. A non-compensable time extension will be granted if no corrective measures are required by the COUNTY'S REPRESENTATIVE.

In all cases of corrective Work, including tests, prior to performing any Work, the DESIGN-BUILDER must submit its method of correction and obtain approval from the COUNTY'S REPRESENTATIVE prior to correcting, removing, or replacing this Work. The COUNTY'S REPRESENTATIVE will only approve the completed Work when it is satisfactorily performed. All costs for this Work, including testing, shall be borne by the DESIGN-BUILDER.

13.21) SOVEREIGNTY:

13.21.1) COUNTY'S Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Contract and the COUNTY'S status thereunder:

(1) The COUNTY retains all of its sovereign prerogatives and rights as a COUNTY under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project and the Site or the operation thereof, or be liable for the same; and

(2) The COUNTY shall not by virtue of this Contract be obligated to grant the DESIGN-BUILDER any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Project and the Site.

13.21.2) No liability for exercise of police power. Notwithstanding and prevailing over any contrary provision in this Contract or in any of the Contract Documents, any COUNTY covenant or obligation that may be contained in this Contract or any of the Contract Documents, including but not limited to the following:

(1) To cooperate with or provide good faith, diligent, reasonable or other similar efforts to assist the DESIGN-BUILDER regardless of the purpose required for such cooperation;

(2) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(3) To apply for or assist the DESIGN-BUILDER in applying for any County, City or third party permit or needed approval; or

(4) To contest, defend against or assist the DESIGN-BUILDER in contesting or defending against any challenge of any nature;

shall not bind the Board, the Department, Regulatory and Economic Resources (RER) or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power; and the COUNTY shall be released and held harmless, by the DESIGN-BUILDER from any liability, responsibility, claims, consequential or other damages or losses to the DESIGN-BUILDER or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of permits may require the COUNTY to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Contract, the COUNTY shall have no obligation to approve, in whole or in part, any application by the DESIGN-BUILDER. The COUNTY'S obligation to use reasonable good faith efforts in the processing and obtaining of such permits shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions,

including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the COUNTY to adopt any of the permits be construed as a breach or default of this Contract.

13.22) ENTIRETY OF CONTRACT:

This Contract represents the entire and integrated Contract between the COUNTY and the DESIGN-BUILDER and supersedes all prior negotiations, representations or Contracts, written or oral. This Contract may not be amended, changed, modified or otherwise altered in any particular manner, at any time after the execution hereof, except by approved change order issued by the COUNTY.

13.23) SEVERABILITY:

If any provision of this Contract is deemed illegal or unenforceable by a court of law, such portion shall be deemed to be of no effect and shall be deemed stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

13.24) GOVERNING LAWS; SUBMISSION TO JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation between the parties shall be conducted in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and the parties hereby submit to the jurisdiction of such court. The parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction, including any objection to the laying of venue based on grounds of *forum non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction.

13.25) SURVIVAL:

The parties acknowledge that any of the obligations in the Contract, which by nature would continue beyond the termination, cancellation or expiration of the Contract including, indemnification, shall survive termination, cancellation or expiration thereof.

13.26) NO WAIVER:

No acceptance, order, measurement, payment or certificate of or by the COUNTY or its employees or agents shall either stop the COUNTY from asserting any right or operate as a waiver of any provision hereof or of any power herein reserved to the COUNTY or of any right to damages provided herein.

13.27) REMEDIES:

The COUNTY may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the COUNTY. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other

remedy. The COUNTY'S rights and remedies as set forth in the Contract are not exclusive and are in addition to any other remedies.

13.28) NO THIRD PARTY BENEFICIARIES:

Nothing under the Contract Documents shall afford any third party to this Contract, including members of the public, third-party beneficiary status hereunder.

13.29) AMENDMENTS:

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

13.30) HEADINGS:

The headings used in these General Conditions of the Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.31) COUNTERPARTS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.32) PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY:

The DESIGN-BUILDER shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the DESIGN-BUILDER upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the Contract and shall be enforced in accordance with the terms of the Contract.

In accordance with Florida Statutes 119.07(3) (ee), "facility plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the layout and structural elements of a facility, or other structure owned and operated by an agency as defined in F.S. 119.011 are exempt ..." from public records to ensure the safety of government infrastructure and to ensure public safety. Information made

exempt by this paragraph, with prior approval from the MDWASD, may be disclosed: (i) to another entity to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or DESIGN-BUILDER who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

13.33) EMPLOYEES ARE THE RESPONSIBILITY OF THE DESIGN-BUILDER MANAGER/ INDEPENDENT CONTRACTOR RELATIONSHIP:

The DESIGN-BUILDER is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the Work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the DESIGN-BUILDER'S sole direction, supervision and control. The DESIGN-BUILDER shall exercise control over the means and manner in which it and its employees perform the Work and in all respects the DESIGN-BUILDER'S relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees and agents of the COUNTY. The DESIGN-BUILDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract or a Work Order. The DESIGN-BUILDER shall supply competent employees. The COUNTY may require the DESIGN-BUILDER to remove an employee if, in the COUNTY'S sole judgment, it deems the employee careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Each employee shall have and wear proper identification. The COUNTY has the right to authorize the assignment of specific employees through a written task order authorization. The DESIGN-BUILDER shall not replace any employee in the team initially proposed by the DESIGN-BUILDER without prior approval from the Director or his designee. All employees engaged in this Project will be required to submit the attached "Conflict of Interest Affidavit".

13.34) ACCOUNTS RECEIVABLE ADJUSTMENTS:

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the DESIGN-BUILDER to the COUNTY, whether under this Contract or for any other purpose, the COUNTY reserves the right to retain such amount from payment due by the COUNTY to the DESIGN-BUILDER under this Contract. Such retained amount shall be applied to the amount owed by the DESIGN-BUILDER to the COUNTY. The DESIGN-BUILDER shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the COUNTY to the DESIGN-BUILDER for the applicable payment due herein.

13.35) MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT CONSENT DECREE AND CAPITAL IMPROVEMENT PROGRAMS ACCELERATION ORDINANCE:

Notwithstanding any other provision of this Contract, the County Mayor or the County Mayor's designee may exercise the provisions of Sections 2-8.2.12(4)(d) and (e) of the Code of Miami-Dade County. Pursuant to Section 2-8.2.12(5) and Resolution No. R-1119-14, the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the DESIGN-BUILDER shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the DESIGN-BUILDER is eligible for payment for any work done prior to failure of the ratification in accordance with Section 13.6 of this Contract.

13.36) NON-DISCRIMINATION:

The DESIGN-BUILDER agrees not to discriminate against any employee, applicant, tenant, or person on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking or veterans' status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the DESIGN-BUILDER attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the DESIGN-BUILDER or any owner, subsidiary or other firm affiliated with or related to the DESIGN-BUILDER is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the DESIGN-BUILDER submits a false affidavit pursuant to this Resolution or the DESIGN-BUILDER violates the Act or the Resolution during the term of this Contract, even if the DESIGN-BUILDER was not in violation at the time it submitted its affidavit.

13.37) ASPIRATIONAL POLICY REGARDING DIVERSITY:


Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the COUNTY. This policy shall not be a condition of contracting with the COUNTY, nor will it be a factor in the evaluation of solicitations unless permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officials as of the date first above written.

ATTEST:
Assistant Secretary: 
Signature

Lanzo Construction Co., Florida
Legal Name of Corporation

By: Lanzo Construction Co., Florida
Legal Name of Corporation


Signature

Robert Beaty III, Assistant Secretary
Legal Name and Title

(Corporate Seal)

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements:


Risk Management Division

Approved for Legal Sufficiency:


Assistant County Attorney

Date: 06/08/18

Date: 06/11/18

* Prior to commencement of construction, WASD must provide ISD-RM with Design/Builder's Builder's Risk policy.

IN WITNESS WHEREOF MIAMI-DADE COUNTY, FLORIDA has caused this Contract to be executed in its name by the County Mayor or the County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board of County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN
Clerk of the Court

CARLOS A. GIMENEZ
County Mayor

By: Clerk of the Board

By:

Signature

Signature

Date:

6/25/18

Date:

6.20.18





LANZO

CONSTRUCTION COMPANY

*Delivering sustainable infrastructure solutions
for tomorrow's communities*

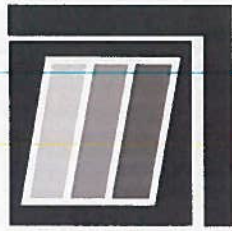
RESUME OF QUALIFICATIONS



Resume of Qualifications

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LANZO
CONSTRUCTION COMPANY

Corporation Documentation

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3	Resolution of Corporation
4	Evidence of Insurance

Section 1

State of Florida

Department of State

I certify from the records of this office that LANZO CONSTRUCTION CO., FLORIDA is a corporation organized under the laws of the State of Florida, filed on August 7, 1980.

The document number of this corporation is 681458.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 11, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of January,
2019*



A. [Signature]
Secretary of State

Tracking Number: 6522034290CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



125 S.E. 5th Court
 Deerfield Beach, FL 33441-4749
 Office: (954) 979-0802
 Fax: (954) 979-9897
 www.lanzo.net

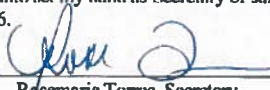
RESOLUTION OF CORPORATION

I HEREBY certify that I am the duly elected and qualified Secretary of Lanzo Construction Co. Florida, a Florida Corporation and that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of said Corporation, held on the 10th of March, 2016 and that such resolution is still in full force and effect.

RESOLUTION, that the officers listed below are authorized to sign Contracts, Bids and any other documents to carry out the business of the Corporation.

Name	Title	Signature
Quirino D'Alessandro, Sr.	Chairman	
Giuseppe D'Alessandro	President	
Rosemaric Torres	Secretary	
Quirino D'Alessandro, Jr.	Executive Vice President	
Antonio D'Alessandro	Executive Vice President	
Angelo D'Alessandro	Executive Vice President	
Michael R. Bone	Vice President	
Matthew P. Tilli	Vice President	
Kevin Pawlowski	Assistant Secretary	
Robert Beaty, III	Assistant Secretary	
Earnest Duncan	Assistant Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation and affix the Corporate Seal on the 10th of March, 2016.

By 
 Rosemaric Torres, Secretary

Attest: 
 Giuseppe D'Alessandro, President



An Equal Opportunity Employer





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Buxley, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48064		CONTACT NAME: Holly Tabbert PHONE (A/C, Hk, Ext): (248) 519-1435 FAX (A/C, Hk): (248) 519-1401 E-MAIL ADDRESS: htabbert@ghbh.com															
INSURED Lanso Construction Co., Florida 1 Stainless Plaza 125 S.E. 5th Court Deerfield Beach FL 33441		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: United Specialty Ins Co</td> <td>12537</td> </tr> <tr> <td>INSURER B: Amerisure Insurance Company A XII</td> <td>19488</td> </tr> <tr> <td>INSURER C: Travelers Prop Cas Co Amer. A++ XV</td> <td>25674</td> </tr> <tr> <td>INSURER D: Indian Harbor Insurance Company AU XV</td> <td>36940</td> </tr> <tr> <td>INSURER E: Amerisure Mutual Ins. Co. A XII</td> <td>23396</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Specialty Ins Co	12537	INSURER B: Amerisure Insurance Company A XII	19488	INSURER C: Travelers Prop Cas Co Amer. A++ XV	25674	INSURER D: Indian Harbor Insurance Company AU XV	36940	INSURER E: Amerisure Mutual Ins. Co. A XII	23396	INSURER F:	
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INSURER E: Amerisure Mutual Ins. Co. A XII	23396																
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 18-19 Master w/ Poll Prof **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADOL	RUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ASNSP1819482	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2103698001	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			F0P21R8520818WF	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2103761	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			CP9210376	12/31/2018	12/31/2019	Leased/Rented \$640,000
D	Professional/Pollution			CR0744632301	12/31/2018	12/31/2019	Each Occurrence/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R McGregor/DARDZI <i>[Signature]</i>
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ACORD 25 (2014/01)
INS025 (201401)

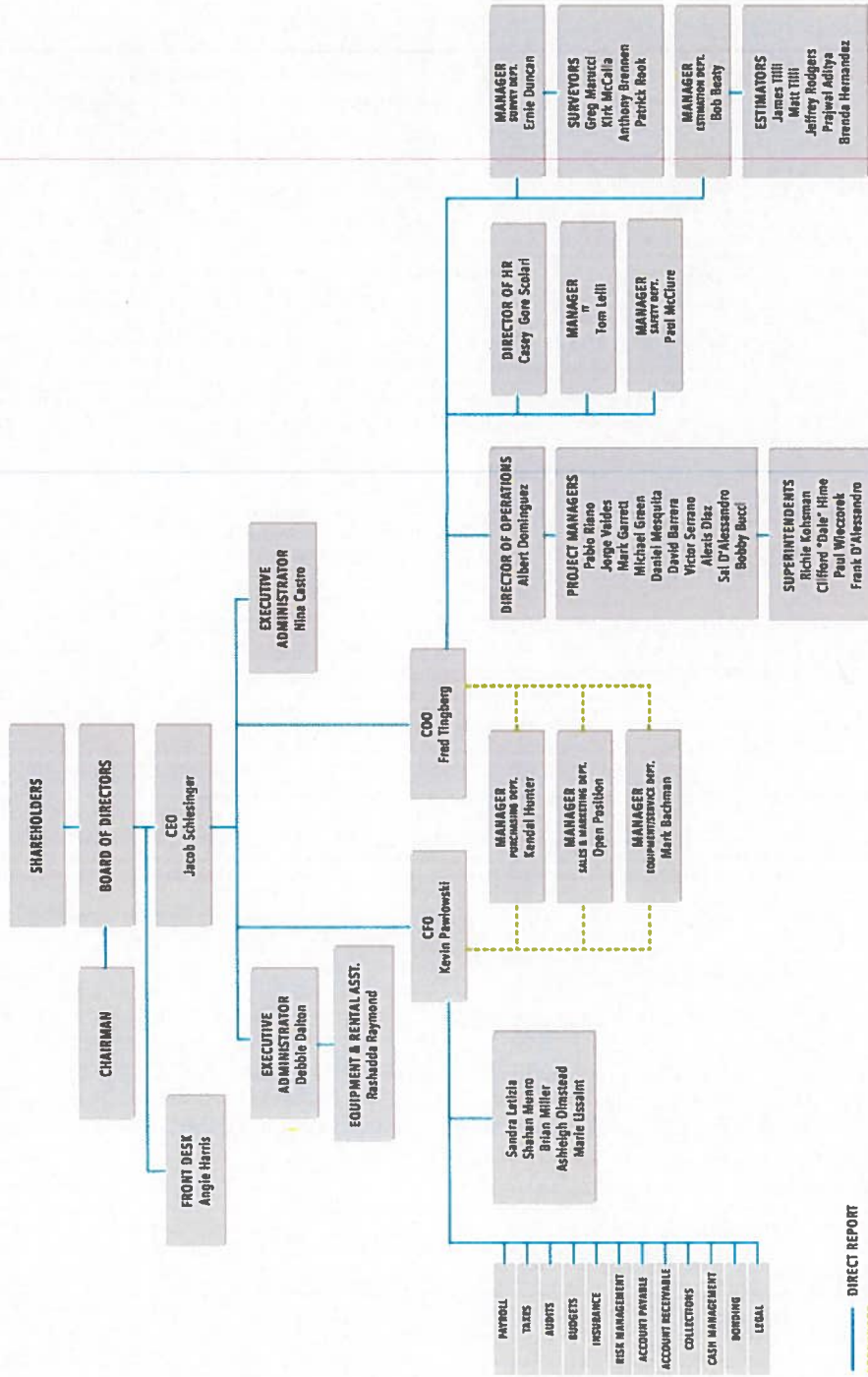
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Corporate Organizational Summary

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- - - - - SHARED RESPONSIBILITY



Executive & Management Resumes

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3	Quirino D'Alessandro JR., Executive Vice President
4	Matthew P. Tilli, Vice President
5	Robert W. Beaty III, PE, Project Manager
6	Albert Dominguez, PE, Construction Manager
7	Pablo C. Riaño, Project Manager
8	James M. Tilli, Estimator, Project Manager
9	Jorge A. Valdes, Estimator, Project Manager
10	Michael Green, Project Manager
11	Mark Garrett, Project Manager
12	Daniel Mesquita, Project Manager
13	David Barrera, Project Manager
14	Paul Wiczorek, Superintendent
15	Richard Kohsman, Superintendent
16	Clifford (Dale) Hime, Superintendent
17	Ernest W. Duncan, Survey Director
18	Victor Serrano, Field Engineer

GIUSEPPE D'ALESSANDRO

PRESIDENT



QUALIFICATIONS

Mr. D'Alessandro, with over 30 years of experience in the construction industry, is responsible for all executive decisions of Lanzo Companies. He has demonstrated excellent management ability to effectively organize and execute multiple projects simultaneously to the full satisfaction of our clients.

Mr. D'Alessandro has been the Principal in Charge for hundreds of projects in the South Florida area for Lanzo Construction Company since 1986. He is well versed and familiar with policies, procedures, requirements and expectations of South Florida governmental bodies including but not limited to Miami-Dade County, Broward County, Florida Department of Transportation, City of Fort Lauderdale, Hollywood, Miramar, Sunrise, Cooper City, City of Key West and Palm Beach County just to name a few.

Mr. D'Alessandro's supervision of the implementation of industry leading construction methodology and techniques by Lanzo has garnered Lanzo Construction the reputation as an industry leader.

EXPERIENCE

Lanzo Construction Co., FL

1982 - Present

From 1982 to 1984, Mr. D'Alessandro was the field Superintendent directly responsible for construction of projects in The Lone Star State of Texas. These projects consisted of sanitary sewers, water mains, and storm sewers, large and small, both in the private sector and municipal market.

From 1984 to 1986, Mr. D'Alessandro's responsibilities expanded to General Superintendent directly in charge of construction of projects throughout the state of Florida. These projects included The Town of Medley Sanitary Sewer Collection Contract S-267B for WASD, Wagner Creek and Fairlawn Projects for the City of Miami and others across the state.

From 1986 to the present, Mr. D'Alessandro has been responsible for the management of all aspects of contracting, from bidding to closeout, including all administration, negotiations, and construction. He has been responsible for hundreds of projects throughout his career with the firm.

Mr. D'Alessandro earned the position of President of Lanzo in 2002. With his broad experience on a variety of major projects including water distribution, sanitary sewer collection, storm water treatment, roadway construction and marine construction he was a natural choice for the position.

COMPLETED PROJECTS

- Broward Rock Island BP No. 3 - \$26,002,137
- City of Marathon-Area 5 - \$20,487,925
- MDWASD S-633 Phase 2 (Ocean Outfall) - \$18,764,485
- Coral Springs WTP & WWTF Improvements - \$18,155,000
- Broward NW Quadrant BP No. 8 - \$16,812,079
- Broward Broadview Estates BP No. 1 - \$15,627,945
- FDOT-SR NO. 5, US 1, Broadway - \$15,349,801
- MDWASD S-828 Site Preparation Blackpoint - \$13,407,485
- Miramar-South Service Area 5 - \$12,373,000
- Broward South County BP No. 9 - \$12,152,903
- Broward Riverland BP No. 2 - \$11,571,539
- Broward Broadview Estates BP No. 2 - \$11,477,424
- FDOT Olive Ave, Lakes To Lakeview - \$11,094,126
- FDOT-Powerline Road - \$11,069,898
- Broward West Ken Lark BP No. 2 - \$10,885,237
- Broward Cresthaven BP No.3 - \$10,822,404
- Broward UAZ 124 BP No. 1 - \$10,553,039

QUIRINO

D'ALESSANDRO JR.

EXECUTIVE VICE PRESIDENT



QUALIFICATIONS

Gary D'Alessandro has over 25 years of experience in the heavy construction industry and is involved in all executive decisions of Lanzo Construction Co. He has a diverse blend of public and private sector experience and has effectively supervised all aspects of heavy construction projects from start to finish. He has managed and supervised many projects in Palm Beach, Broward and Miami-Dade areas for Lanzo Construction Company since coming to Florida in 2003. He is well versed and familiar with policies, procedures, requirements and expectations of South Florida governmental bodies, including but not limited to Metro-Dade County, Broward County, Florida Department of Transportation, City of Fort Lauderdale, Hollywood, Miramar and Palm Beach County. As the Head Construction Supervisor, Gary has broad experience in all aspects of heavy construction, specifically, the construction of sanitary sewer, collection, water distribution, storm drainage systems, roadways and earthwork. He is responsible for coordinating the many resources required to successfully complete diverse and complicated projects.

EXPERIENCE

Lanzo Construction Co.

1986 - Present

The following projects are just a few that Mr. D'Alessandro has supervised:

- \$10,830,000 – Contract S-728 Sanitary Sewer
Design-build, permitting, installing and start up for 28,000 LF of 8-inch sanitary sewer and pump station
- \$18,764,485 – S-633 Phase KK, Key Biscayne
Design-Build trestle & coffer-dam system including mechanical, structural and construction management.
- \$6,426,550 – FDOT
SR 834 Sample Road
- \$13,887,337 – FDOT
Contract 20946 SR 5 Broadway
- \$6,741,714 – FDOT
Contract 21616 SR5 US 1 Dixie Highway
- \$11,094,126 – FDOT
Olive Avenue Palm Beach Lakes Blvd. to Lakeview
- \$11,740,791 – City of Miramar
Miramar South Neighborhood Improvement Project
- \$14,471,955 – Miami Dade Water and Sewer Department
Contract S-828 Site Preparation Blackpoint
- \$6,013,237 – Atlantic Skanska, Inc.
Miami Dade Water & Sewer Department Contract S-811
- \$19,126,494 – City of Marathon
Service Area 5 Wastewater & Storm Water

MATTHEW TILLI

VICE PRESIDENT



QUALIFICATIONS

Matthew Tilli brings over 40 years of construction experience. Over four decades he's been the company's Chief Engineer during that tenure and has been involved in well over 350 different projects the company has undertaken, working in Texas, Ohio, Michigan and Florida. His work experience has included construction of Wastewater Treatment Plants, Off-Shore Outfall Pipeline, Rapid Infiltration Basins, Canal Crossings, Pump Stations and a Micro Tunneling Projects. All projects have been of various sizes and capacities, with Pipeline dimensions from 8" to 120".

Prior to joining Lanzo, Mr. Tilli held various positions with other firms from project estimator to project manager for underground utility contractors in Michigan in the 70's. His building experience, has served Lanzo well in the construction of Water Treatment Plants and Wastewater Treatment facilities throughout Michigan and Florida.

EXPERIENCE

Lanzo Construction Co.

1980 - Present

As Vice President Mr Tilli shoulders the responsibility for estimating, scheduling and contract administration. He oversee our Project Management staff for all our operations corporate wide.

CERTIFICATION

- State of Florida, DBPR Underground Utility & Excavation Contractor CUC049468
- State of Florida, DBPR General Contractor CGC036262
- Dade County - Certificate of Competency – Engineering Lic. # E-1233
- City of Boca Raton - Certified General Contractor
- Palm Beach County - Occupation Licensed Underground Contractor, General Contractor
- City of Key West – Licensed Underground Utility Contractor

EDUCATION

- Bachelor of Science – Civil Engineering – Michigan Technological University

QUALIFICATIONS

Bob Beaty is a Professional Engineer experienced in the planning, management and construction of major infrastructure projects including; storm water, wastewater, solid waste, major pipeline and treatment plant projects. He has significant experience at the local and regional level for large scale projects requiring the coordination of various construction disciplines, knowledgeable in both the private and public sector construction needs. He has been responsible for capital improvement development for treatment plant and water distribution and collection projects, including; potable water, sanitary sewer, storm water and water systems for Dade, Monroe, Broward and Palm Beach Counties. Mr. Beaty has successfully managed hundreds of projects for Lanzo through the decades of his dedicated service.

EXPERIENCE

Lanzo Construction Co. – *Project Manager*

1984 - Present

- Contract Interpretation and administration of various heavy construction contracts.
- Installations of all forms of pipelines (1" - 120"), pump stations (Local - Master), and warehouse facilities (18,000 SF - Type).
- Prepared scheduling and planning necessary to build correctly once.
- Billing work performed and cost presentations for additional work.
- Prepared material and subcontractor procurement needs and contracts.
- Monitor cost of work and estimate cost of future work.

Paul N. Howard, Inc. – *Project Engineer / Asst. Project Manager*

1978 - 1984

- St. Louis, MO - 54" storm drainage installation by Jack and Bore
- Mandeville, Jamaica - 96" PCCP Water Main - Blast and open cut Operation
- Palm Coast, FL - Utility and Earthwork
- Jeddah, Saudi Arabia - Fast Track Design/Build Water Distribution System

Charles F. Smith & Son, Inc. – *Project Engineer*

1976 - 1978

- Lake Worth, FL - 36" Force main - Dewater and open cut operation.
- Miami Beach, FL - 36" Force main, 42" water, Gravity Sewer
- Jacksonville, FL - 30" Gravity Sewer - Dewater and open cut operation.

EDUCATION

- Bachelor of Science – Civil Engineering – North Carolina State University

CERTIFICATIONS

- Professional Engineers License # PE 0051867
- Florida General Contractor # CGC 050862
- Florida Underground Utility Contractor # CUC 053346

QUALIFICATIONS

Mr. Riano is proficient in planning, coordination and management of construction activities associated with Broward County public works projects. The scope of projects he has managed includes construction of water distribution systems, sanitary sewer collection and transmission systems, storm drainage systems, road improvements, landscaping, and other incidentals. Mr. Riano acts as liaison with client in all aspects of negotiations. His responsibilities include preparation of schedules, procurement of materials, negotiation of sub-contracts, preparation of application for payments and change orders.

EXPERIENCE

Lanzo Construction Company *(Project Manager)*

2004 - Present

Responsible for the coordination and execution of underground utility construction projects. His duties consist of issuance of purchase orders, contracts, shop drawing review, scheduling, payment requisitions and Owner/Engineer communication and project negotiations. Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida..

University/College Library *(Supervisor)*

1997 – 2004

Served as supervisor as well as performed clerical duties. Assisted in workflow and operation of Circulation Dept. and kept the Sr. Library Associate apprised of issues or problems with staff. Redesigned paper flow through computer tracking for better record keeping. Served as troubleshooter for all department activities and operations to help determine better management strategy and greater productivity.

COMPLETED PROJECTS

- Broward County OES – North Andrews Gardens Neighborhood Improvement Project \$9,074,190
- Broward County WWS – West Ken Lark Neighborhood Improvement Project \$10,439,066
- Broward County WWS – Broadview Estates Neighborhood Improvement Project \$15,627,945
- Broward County WWS – NW Quadrant Neighborhood Improvement Project \$16,678,266
- City of Hollywood – Emergency Repair of 60' PCCP Effluent Outfall \$975,247
- Broward County WWS - UAZ 124 BP No. 2 Neighborhood Improvement Project \$ 4,635,729
- Broward County WWS - Rock Island Bp No. 3 Neighborhood Improvement Project \$26,002,137

MEMBERSHIPS

- American Society of Civil Engineers
- Committee on Environmental Sustainability at Broward College [2004]
- Chi Epsilon
- FIU - Order of the Engineer

EDUCATION

- Associate of Arts in Engineering – International
- Bachelor of Science in Civil and Environmental Engineering
- American Traffic Safety Services Association (ATSSA)
- Crosby Communication System Training (Risk Management, Basic Rigging Plan, Basic Rigging Principles and Load Control, Hardware Inspection, Rigging Triangle)

QUALIFICATIONS

Mr. Till is experienced in preparing proposal estimations for various types of bid delivery systems. Some of which include hard dollar bid proposals, request for qualifications and pricing, and design build proposals. Some clients that he has assisted in the preparation of proposals include Broward County, Miami Dade Water and Sewer Department, The City of Miami Beach, Palm Beach County, and The Army Corp of Engineers to name a few.

Mr. Till has experience in the planning management and construction of major utility improvement projects including storm water collection systems, water transmission lines, water distribution systems, waste water collection systems including vacuum collection systems. He has experience at the local and regional level for large scale projects requiring the coordination of various construction disciplines, knowledgeable of both private and public sector construction needs. Mr. Till is experienced in the procurement of all permits required for utility construction and compliance with permit requirements.

EXPERIENCE

Lanzo Construction Co., FL

2003 - Present

Responsible for the coordination and execution of underground utility construction projects. His duties consist of issuance of purchase orders, contracts, shop drawing review, scheduling, payment requisitions and Owner/Engineer communication and project negotiations. Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida. Process and execution of all Lanzo Companies Construction Contracts, Insurance and Subcontracts.

COMPLETED PROJECTS

Broward County Neighborhood Improvement Projects

- Cresthaven Bid Pack 3 \$ 10,681,664
- North Andrews Bid Pack 6 \$ 9,074,190
- City of Miramar (South Area 5) \$ 12,373,000

Miami Dade Water & Sewer Department Projects

- 30" and 36" Subaqueous Water Main Crossing of the Miami River Canal \$ 952,486
- Water Main and Force Main improvements on SW 184 St. \$ 2,489,736
- Design Build of a 54" Prestressed Concrete Cylindrical Pipe Force Main across the Opa-Locka Airport including the installation of three (3) 54" Plug Valves \$ 4,301,480
- Miami Dade Water & Sewer 24" Force Main \$ 1,141,090

Palm Beach County

- Northern Region WUD 05-061 \$ 5,861,972
- Village of Wellington-Water Transmission Main Ext. 3 \$ 2,527,418

Monroe County

- Marathon Service Area 5 Vacuum Sewer System \$ 20,487,925
- City of Key West – Pump Assisted Storm Drainage \$ 3,399,128

EDUCATION & CERTIFICATIONS

- Currently attending Broward College
- Atlantic Vocational – Advanced Practical Electricity
- Advanced Maintenance of Traffic
- Miami Micro Date, Inc. – Primavera Suretrak Project Management

JORGE VALDES

ESTIMATOR, PROJECT MANAGER



QUALIFICATIONS

Mr. Valdes is responsible for the coordination and execution of underground utility construction projects. His duties consist of issuance of purchase orders, contracts, shop drawing review, scheduling, payment requisitions and Owner/Engineer communication and project negotiations. Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida.

EXPERIENCE

Lanzo Construction Co., FL

2012 - Present

Responsible for the coordination and execution of underground utility construction projects. His duties consist of issuance of purchase orders, contracts, shop drawing review, scheduling, payment requisitions and Owner/Engineer communication and project negotiations. Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida.

ISS Enterprises, Inc. - V.P. and Director of Operations

2010 - 2012

Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida. Analyze costs associated with different methods of construction. Provide support to field crews as well as the accounting department. Manage construction project from inception to completion. Review as-built drawings with the surveyor to ensure the integrity of the official record drawings.

Metro Equipment Service, Inc -Project Manager

1997 - 2010

Responsibility as Sales Engineer for Construction Product Sales and Development within metropolitan New York. Duties included Specification Promotion for the New York City accounts, which had a national impact for Armco. Time was divided among contractor accounts in Manhattan, New Jersey and Long Island.

COMPLETED PROJECTS

- MDWASD Two Year Point Repair to Exst Sanitary Sewer Throughout County \$13,000,000
- MDWASD One Year Lateral Lining of Sanitary Sewer Service Connections \$4,500,000
- MDWASD Install Raw Water Mains 16-42" C905 PVC Miami Heights \$3,668,758
- MDWASD Install 2 Venturi Meters, Cut in Exst 48" & 60" PCCP Mains \$2,654,700
- MDWASD Emergency Installation of 1,023 LF of 60" PCCP in Miami Beach \$2,651,037
- MDWASD Sanitary Sewer, Install 10,800 LF of 8" Gravity, Tie into Exst L.S. \$2,633,487
- Golden Beach A1A Roadway Enhancements, Electrical and Landscaping \$2,409,892
- MDWASD Emergency Carbon Fiber Rehab of 48" Transmission Water Main at 4 Locations \$295,500
- MDWASD Emergency Installation of 4 Access Man Holes in Bird Road \$142,461
- MDWAS 42in EM Repair on Bird Road \$290,000

CERTIFICATIONS

- State of Florida Underground Utility Contractor

QUALIFICATIONS

Mr. Green has a clear understanding of what it takes to deliver successful construction projects to clients and is more than capable of providing the necessary services to do so. With the experience he has gained from working on different plant projects that have required many different scopes of work, he has garnered the ability to coordinate subcontractors, progress meetings, material procurement, estimate and prepare cost proposals, document control, prepare and update progress schedules, prepare cost forecasts, process shop drawings, RFIs, and issue subcontracts and purchase orders in a manner that helps us best meet the needs of our clients.

EXPERIENCE

Lanzo Construction Co., FL – Project Manager **2010 - Present**

Responsible for the coordination and execution of underground utility construction projects.

Intrastate Construction Corporation. – Project Engineer **2006-2010**

Responsible for recording of new and upgraded plant equipment for the Superintendent and Project Manager

Ric-Man International, Inc. – Tail Man on Pipe Crew **2005-2006**

Responsible for the support of the Pipe Layer one the Pipe Installation Crew

COMPLETED PROJECTS

- Coral Springs Improvements District **WTP** and **WWTP** Improvements \$18,155,000
- NSID Parkland, Decorative Fountains \$2,722,510
- Marathon Waste Water Treatment Plant Service Area 3 - \$1,445,703
- Marathon Waste Water Treatment Plant Service Area 7 - \$2,342,298
-

CERTIFICATIONS

- Advanced Maintenance of Traffic
- OSHA 30 Hr Certification

EDUCATION

- Bachelor of Science, Business Administration, Nova Southeastern University
- Master of International Construction Management, University of Florida

MARK GARRETT

PROJECT MANAGER



QUALIFICATIONS

Mr. Garrett is well versed in coordinating Lanzo's installation crews and subcontractors for the installation of Water and Wastewater Treatment Plant Equipment, including welded and mechanical piping. Along with pipe work, Mr. Garrett has experience in the management of the installation of Pumps, blowers and all mechanical equipment associated with Plant Construction. He also has experience with the planning, management and construction of major utility improvement projects including storm water collection systems, water transmission lines, water distribution systems, waste water collection systems. His duties consist of maintaining project schedule and all records, issuance of purchase orders, contracts, shop drawing review, scheduling, payment requisitions and Owner/Engineer communication and project negotiations.

EXPERIENCE

Lanzo Construction Co., FL

2010 - Present

Responsible for the coordination and execution of underground utility construction projects.

Intrastate Construction Corporation Davie, Florida

2002 - 2010

Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

GSE Scale Systems Cape Coral, Florida

1994 - 2002

Production Manager

COMPLETED PROJECTS

- Key West Patricia and Ashby St Emergency Installation of 2,000 LF of 30" Outfall - \$1,250,734
- Marathon Waste Water Treatment Plant Service Area 3 - \$1,445,703
- Marathon Waste Water Treatment Plant Service Area 7 - \$2,342,298
- Delray Reclaimed Water Installation Phase 1 - \$1,252,762

CERTIFICATIONS

All types of welding, including high-pressure pipes and structural steel. Also, excellent teacher in welding, having taught for Warren County Career Center developing and instruct a training program for Armco Steel.
Franklin, Ohio
Cincinnati, Ohio

EDUCATION

1982 Management Courses Xavier University
1977 Completed ICS Courses in Fabrication
1973-1975 Graduate Hobart School Of Welding Troy, Ohio
1973 Graduate Franklin High School

QUALIFICATIONS

Mr. Mesquita is proficient in planning, coordination and management of construction activities associated with City of Miami Beach projects. The scope of projects he has managed includes construction of water distribution systems, sanitary sewer collection and transmission systems, storm drainage systems, road improvements, landscaping, and other incidentals. Mr. Mesquita acts as liaison with client in all aspects of negotiations. His responsibilities include preparation of schedules, procurement of materials, negotiation of sub-contracts, preparation of application for payments and change orders.

EXPERIENCE

Lanzo Construction Company *(Project Manager)*

2013 - Present

Responsible for the coordination and execution of underground utility construction projects. His duties consist of issuance of purchase orders, contracts, shop drawing review, scheduling, payment requisitions and Owner/Engineer communication and project negotiations. Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida.

Century Building Restoration USA Inc. *(Project Engineer)*

2012 – 2013

Coordinated project schedule, daily reports, safety training and project photographs for Superintendent, VP of Operations and Project Manager. He was responsible for design drawing reviews and identifying and preparing RFIs. Coordinated all submittals from different trades and submitted to the Engineer and GC. Responsible for quantifying and ordering materials, rental equipment, etc. Revised Rebar shop drawings, ordering and coordinating concrete pours and verifying rebar installations. Attended weekly and monthly project progress meetings with Owner, Engineer, and GC and prepare agenda.

COMPLETED PROJECTS

- City of Miami Beach - Sunset Harbor Pump Stations Retrofit & Drainage Improvements Neighborhood Improvements \$22,230,109
- City of Miami Beach – Venetian Islands ROW Improvements \$11,000,000
- NSID – Water Treatment Plant Reverse Osmosis Project, Coral Springs \$16,931,888.55

CERTIFICATIONS

- Certified FDEP Storm Water Inspector

MEMBERSHIPS

- American Society of Civil Engineers
- American Water Works Association

EDUCATION

- University of Miami, Coral Gables, FL
Bachelor of Science in Civil Engineering

DAVID BARRERA

PROJECT MANAGER



QUALIFICATIONS

Mr. Barrera has been directly engaged in design, construction, and technical report writing of engineering projects providing him the rewarding challenge of working on construction projects, as well as working in a team environment, and to accomplish project goals. He has brought valuable assistance to the clients including solving design problems, engaging seamlessly with the engineer of record and owner, and to get a sense of the differences between design and field conditions to achieve productivity. Furthermore, he has gained experience of working on the construction and improvement of water treatment plants, structural office buildings, storage buildings, and road rehabilitation. In addition, he is capable of coordinating subcontractors, progress meetings; preparing cost forecasts, estimating projects including change orders; and update schedules on Primavera 6. His experiences indicates his commitment to excellence and will offer clients a dedicated and motivated individual and wide experience perspective.

EXPERIENCE

Lanzo Construction Co., FL – Project Engineer/Manager **2015 - Present**

Responsible for the coordination and execution of waste water treatment & underground utility construction projects

Dywidag Systems International – Project Manager/Estimator **2013-20**

Responsible for coordination of delivery of shop drawings, material design quality, technical support to contractors, schedule production of design plans in AutoCAD and prepared estimates and material take-offs,

James Bushouse Inc. – Engineering Intern **2012-20**

Responsible for production of design plans in AutoCAD and assist in construction design and inspections

COMPLETED PROJECTS WITH LANZO

- North Springs Improvement District - Chemical Storage Building - \$2,091,271
- North Springs Improvement District – Water Treatment Plant Improvements - \$16,931,888

CERTIFICATIONS

- Certified Level 1 PTI Post Tension Inspector
- Certified HVAC and Heating Technician, EPA Section 608
- OSHA 10 Hour Certification

MEMBERSHIPS

- American Society of Civil Engineers
- Society of Hispanic Professional Engineers
- Engineers Without Frontiers

EDUCATION

- Bachelor of Science in Civil Engineering, Florida Atlantic University
- Associate in Arts, Palm Beach College
- Atlantic Vocational Center, HVAC and Heating Technician.

QUALIFICATIONS

Paul Wieczorek has over 30 years of experience in the heavy construction industry. He possesses experience within all phases of commercial construction, including; heavy highway, underground utilities, structural concrete building and subaqueous crossings. Mr. Wieczorek specializes in complicated large diameter pipe installations and repairs. At Lanzo Construction, he is involved in contract interpretation and administration, along with the construction of various construction projects. His experience includes the installation of most forms of pipelines (3"-120"), pump stations (Local & Master), and warehouse facilities. He has been involved with at least 90% of the Miami Dade Water & Sewer projects and our Broward County Projects.

EXPERIENCE

MDWAS S-633 Ph. II Central District WTP Outfall Pipeline Replacement **\$18,865,505**

Construction of 120" treated effluent pipeline to replace existing 90" diameter pipeline and connect existing Ocean outfall extension that discharged approximately 3 mile offshore into Atlantic Federal waters E of Virginia Key. Proposed outfall buried pipeline paralleled the existing outfall, but approx. 100' north of it. Outfall extended approximately 4,400 LF from the shoreline to connect existing 120" outfall.

MDWAS Contract S-811 **\$6,013,237**

Installation of new secondary clarifier structures and refurbishment of existing clarifiers at South District WTP. Lanzo is installing 60-inch, 72-inch, 84-inch, 96-inch and 108-inch PCCP and other related items and accessories, removal of irrigation lines, relocation of duct banks, water meters, install tremmie concrete under clarifiers.

MDWAS Derm01-WASD-NLE Opa Locka Airport Sewer Force Main **\$4,301,480**

Design/build permitting, installation and startup services and activities to construct and put into service approximately 8,300 LF of 54-inch sewer force main along the south side of Opa Locka Airport just west of NW 42nd Avenue east to NW 37 Avenue then north to PS 1310.

MDWAS Contract S0-503D Flagler St Sewer Force Main **\$3,246,820**

Installation of approximately 5100 LF of 60" PCCP. Also installation of control valves, combination magnetic flow meter and venture in a vault. Clean/test line. Paving repairs, 320 LF of 8-inch water main.

Miami Dade Water & Sewer Dept. Contract 605A II **\$3,073,460**

Large Diameter Force Main along SW 104 St. Southwest District Wastewater Transmission System SW 137 Ave along SW 104 St Crossing the Turnpike with 490 LF of 96" casing via microtunnel to PS 536 72" PCCP.

CERTIFICATIONS

- OSHA Construction Safety & Health
- CPR & First Aid Training & Citation Review
- Trench & Excavation Competent Person Training
- Defensive Driving, Hand Safety & General Jobsite Safety

QUALIFICATIONS

Richard has over 25 years' experience in the construction industry and is a master of communication. He provides clear communication between the owner's representatives who make the decisions and our men with boots on the ground who build the work and is essential to the successful delivery of the Palm and Hibiscus Project. He possesses specific experience in the construction of major infrastructure projects including potable water main, storm water, wastewater, solid waste major pipeline and treatment plant projects. He has experience at the local and regional level for large-scale projects requiring the coordination of various construction disciplines. He is knowledgeable in both private and public sector construction needs. He has been responsible for capital improvement development for potable water distribution projects including sanitary sewer storm water and water systems for Dade, Monroe, Broward and Palm Beach Counties. His responsibilities include daily onsite management of 60 plus project personnel, coordination with the project manager and the owner representative(s) for all phases of the project to best meet community/public needs..

EXPERIENCE

Lanzo Construction Co., FL – Construction Superintendent **2009 - Present**

Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

DL Higgins – Construction Superintendent **1998-2009**

Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

Giannetti Contracting – Foreman **2005-2006**

Water, Sewer, and Force Main Pipe installation Foreman

COMPLETED PROJECTS

- City of Miami Beach – Venetian Isles - \$16,087,679
- Key West – Emergency Outfall - \$1,485,580
- City of Marathon – area 5 Wastewater & Storm Water - \$20,487,925
- Key West – Sanitary Sewer Upgrade - \$12,476,000

CERTIFICATIONS

- Advanced Maintenance of Traffic
- OSHA Construction Safety & Health
- CPR & First Aid Training & Citation Review
- Trench & Excavation Competent Person Training

- **EDUCATION** High School Diploma

QUALIFICATIONS

Dale Hime has over 35 years' experience in the construction industry. He specializes in the building and construction of water and wastewater treatment plants in addition to other various projects. He has been responsible for the daily operations, smooth running and timely completion of union and non-union projects to include supervision, quality control, safety compliance, planning, scheduling, purchasing and cost control. He has produced and updated AIA pay requests. He has also participated in the bidding and estimating of projects.

EXPERIENCE

Lanzo Construction Co., FL – Construction Superintendent **2010 - Present**

General Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

Intrastate Construction Corporation – Construction Superintendent **1996 - 2010**

General Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

M. Bone, Inc. – Construction Superintendent **1993 - 1996**

Welding Forman

HB Zachry, Co, Texas – Construction Superintendent **1993 - 1996**

Welding Foreman

COMPLETED PROJECTS WITH LANZO

- North Springs Improvement District - Chemical Storage Building - \$2,091,271
- North Springs Improvement District – Water Treatment Plant Improvements - \$16,931,888
- Coral Springs Improvements District **WTP** and **WWTP** Improvements \$18,155,000

CERTIFICATIONS & Qualified Welding Procedures

- 10-Hour OSHA Certification
- HB Zachry Supervisory Training Certification
- MAXXP-(Plate)
- MAXX-(Pipe)
- IGMA-XX-FM-(TIG)
- IGMA-8X-FM-(SS)
- T-:Lock Welding

EDUCATION

- Charlotte High School, Texas – HS Diploma

QUALIFICATIONS

Mr. Duncan currently is Survey Director for Lanzo Companies, Florida with 34 years of Land Surveying experience. He is equipped with a thorough knowledge of principles, practices and procedures of all land survey related tasks including but not limited to as-built surveys, ALTA surveys, boundary and topographic surveys, condominium surveys, legal descriptions and easement preparation. He has the ability to synthesize complex and diverse information; collect and research data; use intuition and experience to complement data and design work flows and procedures.

EXPERIENCE

Lanzo Construction Co., FL – Survey Director

2015 - Present

Oversees In-house Survey Department. Formulate, review and analyze work methods to increase efficiency and productivity and provide input into the writing of performance standards. Plan, coordinate and supervise the work of several survey field crews. Coordinate work assignments with the project schedule to ensure a timely completion. Keep detailed and accurate records of crew activities, survey data.

Baseline Engineering and Land Surveying, Inc. – Vice President

2008 - 2015

Formulate business plan. Coordinate and supervise the work of multiple survey field crews. Served as the liaison between municipalities, contractors, and subcontractors during construction phase to provide continuity in the assignment of survey related tasks. Attended pre-construction conferences to convey information of contractors' intent to field crews. Kept detailed and accurate records of crew activities and survey data.

Ernest W. Duncan Land Surveying Inc. – President/Owner

1999 - 2008

Plan, coordinate and supervise the work of several field survey crews. Instruct survey crews in the field layout of the more difficult construction projects, in replacing lost survey monuments, in setting property corners from legal descriptions and title information, and in performing other aspects of survey work. Coordinate work assignments with the schedule of the contractor to ensure timely completion of projects. Review and analyze work methods to increase efficiency and productivity and provide input into the writing of performance standards. Review plans and legal documents for survey preparation to survey areas in detail.

Consul Tech Engineering Inc. – Survey Director

1985 - 1999

Responsible for as many as 18 field crews, multiple survey technicians/draftsmen and direct supervisor for 5 licensed surveyors.

EDUCATION/CERTIFICATIONS

- Licensed as Professional Surveyor and Mapper (2/17/1993)
- International Correspondence School Land Surveying Degree (1985 – 1987)
- East Carolina University, Greenville, North Carolina (1981 – 1983)
- Military Occupation Training – Airborne Navigation School, Mather Air Force Base (1979-1982)

QUALIFICATIONS

Mr. Serrano currently is a Field Engineer on a \$37 Million dollar project. He has four (4) years' experience as a project manager in the private sector with emphasis on interior renovation, managing sites, developing bids, construction and demolition of projects.

EXPERIENCE

Lanzo Construction Co., FL – Field Engineer

2015 - Present

Responsible for all project layout and dimensional accuracy, interpretation of plans and specifications, and communications. Prepares schedules, track and log all constructed quantities, job cost coding for all material and subcontracts, progress reports quality control and safety.

Viga's General Contractor – Project Manager

2010-2015

Responsible for management and supervision of different construction projects to include creation of job schedules, communication with vendors and suppliers for the procurement of materials and assisted with the demolition and rebuilding of several project interiors.

CERTIFICATIONS

- Storm Water Pollution Prevention Program SWPPP Inspector

MEMBERSHIPS

- Theta Tau Professional Engineering Fraternity
- American Society of Civil Engineers

ADDITIONAL SKILLS

- Proficient in Microsoft Word, Excel, AutoCad, Adobe CS4
- Bilingual (English & Spanish)

EDUCATION

- Associate of Science in Civil Engineering, Broward Community College

References

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5	Stephen P. Clark Center Appreciation Letter
6	Home Owners Association Appreciation Letter
7	Work Zone Resident Appreciation Letter



AMERICAN PUBLIC WORKS ASSOCIATION

**Project of the Year Award
Environment**

More than \$75 million

Presented to

Lanzo Construction Company

For the

**City of Marathon Service Area 5 Wastewater
& Stormwater Project in Florida Keys**

August 26, 2013



Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0745 • FAX 954-831-0798/0925

August 7, 2008

JEA/SJRPP
Procurement Department
21 West Church Street, Suite 103
Jacksonville, FL 32202

Subject: Lanzo Construction

Over the past eight years Lanzo Construction has successfully worked on 12 projects for the Water and Wastewater Engineering Division of Broward County Florida. Those projects total \$125,570,112.45 nine of which have been completed on time and within budget. We presently have three active construction projects with Lanzo construction that are also ahead of schedule and within budget.

I have found Lanzo Construction to be an excellent contractor willing to go out of their way to satisfy owner requested enhancements. Their staff both in the office and on the construction site is knowledgeable and responsive. Broward County continues to short list Lanzo for all our most complex underground and Neighborhood Improvement Projects.

If you would like to speak with me personally about Lanzo's qualifications, please contact me at 954-831-0904.

Sincerely,

Patrick J. MacGregor

Patrick J. MacGregor
Neighborhood Improvement Program Manager

Broward County Board of County Commissioners
Josephus Eggleston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keech • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org



December 17-18, 1998
50 cent
if free may vary elsewhere

KEY WEST
THE CITIZEN

To subscribe to The Citizen call 294-5647 or 1-800-294-6647 / <http://www.keynews.com>

"I feel sorry for the cheethouders."



Thank You!!!

The entire Board of Directors of the Greater Key West Chamber of Commerce would like to thank the City of Key West and Lanzo Construction Company for doing an exemplary job on the Duval Street Sewer Project.

All too often in our busy lives, we find the time to criticize poor performance yet fail to take the time to thank someone for exceeding our expectations. We applaud the efforts that have been made to finish this project before the "early finish" date of January 14, 2000

Thank you for understanding and being sensitive to the needs of the merchants along Duval Street. Our hats are off to you for a job well done.

Sincerely,

Nott Sebich
Bill Barry
Charles Bradford
Debbie Bradford
Michael Browning
Wineton Burrell
Tony Falcone
José González
John Dolan-Heitlinger

Mark Hyatt
David Paul Horan
Melissa Kendrick
Daniel Lee
Bob Lehman
Jack Martin
Sharon Moore
Linda O'Brien
Frank Romano

Fred Sallerno
Tom Sawyer
Ron Scott
Joseph Shurmer
Danny Toppino
Robert Tracy
John Waschler
Jeff Webb
Kim Works

[Handwritten signatures of board members]

Sharon P. Moore
John Waschler
Robert Tracy
David Paul Horan
Fred Sallerno
Tom Sawyer
Ron Scott
Joseph Shurmer
Danny Toppino
Robert Tracy
John Waschler
Jeff Webb
Kim Works

solares hill

THE CITIZEN

MIAMI-DADE COUNTY, FLORIDA



STEPHEN P. CLARK CENTER

June 23, 1999

OFFICE OF MANAGEMENT AND BUDGET
111 N.W. 18TH STREET
SUITE 2710
MIAMI, FLORIDA 33125-1992
(305) 376-5143

John Chorlog, Assistant Director
Miami-Dade Water & Sewer Department
4200 Salzedo Street Room 315
Coral Gables, FL 33146

Dear John,

Thank you for your recent update of the construction schedule for the pump station replacement project currently underway in my backyard. I look forward to the job being completed, and it appears that all work will be finished soon.

I want to compliment you and the entire Water & Sewer Department staff that have been involved with the project. The private contractor, Lanzo Construction, has also been particularly cooperative and has made every effort to inform us about the work schedule. They have gone out of their way to ensure a safe work site and have always been available to answer questions. They have consulted me on the replacement of the landscaping and fence which was removed due to the project and we have agreed on how to proceed.

My four year old son has enjoyed the opportunity to watch the heavy equipment and all of the workers have been extremely friendly to him. He would actually prefer the project to go on indefinitely.

Once again, thank you for your personal attention to this project. As we discussed, I have seen similar pump station upgrades that appeared to take forever to complete, and therefore I was particularly concerned that this project would take just as long. Fortunately, just as you predicted, this contractor did not have the type of problems that affected the construction schedules of other similar projects.

Sincerely

A handwritten signature in black ink, appearing to read 'Scott Mendelsberg'.

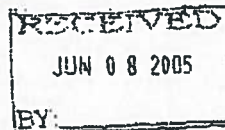
Scott Mendelsberg
10861 SW 120 St
Miami FL 33176

Cc: William Brandt, Director
Water & Sewer Department



June 6, 2005

Lanzo Construction
125 SE Fifth Court
Deerfield Beach, FL 33441



Attention James Tilli

Dear Mr. Tilli:

Three months ago, it was hard to imagine how Greenfield Garden could return to its former haven of greenery alongside the Miami River.

Spring Garden residents all marvel at how well the Garden was restored and replanted. It has returned to being an oasis where all may enjoy a quiet moment with public access to the Miami River.

The Spring Garden Civic Association would like to thank you for the splendid job done by Lanzo Construction in returning the Garden to us; we are particularly appreciative of the addition of a water source so that plants may now be watered during dry months. Again, our thanks for a job well done.

Sincerely yours,

Jay Veber
President
Spring Garden Civic Association

Cc: Mr. William M. Brant, Director
Miami-Dade Water & Sewer

The Honorable Barbara Carey-Shuler, Ed.D.,
Miami-Dade County Commissioner

Hey Guys,

Just a small note to say thank you for all your hard work but especially for being considerate of the baby and I on our walks. You guys never ran over me, but especially you made sure of not frightening, nor waking the baby.

And overall you all have been very friendly ☺

Wherever your work takes you next (whenever that maybe), I hope it will have another Nanny walking by! ☺

Have a great day,
God Bless you all,

Melanie Strassheimer
(or Zelli Poppinz)





Cuban-American Association of Civil Engineers, Inc.
(Colegio de Ingenieros Civiles de Cuba)

Hereby Presents the

2018 Project of the Year

Category III

To

Lanzo Construction

For the

Sunset Harbour Neighborhood Improvements

Miami Beach, Florida

In recognition for your contributions in the field of Engineering
and dedication to the welfare of our community

Awarded by the Executive Committee

On this 17th Day of March, 2018 in Miami, Florida

Yvette Aleman, P.E.
President

Nelson Perez-Jacome, P.E.
Secretary

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954)480-4333
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt
2018-2019
License Number: 19-00026425
Date Issued: 9/4/2018
Expires: 9/30/2019

LANZO CONSTRUCTION CO FLA
125 SE 5 CT

Classification: EXCAVATION WORK
Business Location: 125 SE 5 CT
Service(s): OFFICE-UTILITY/EXCAV CONTR, WHSE
Control Number: 0150161

DEERFIELD BEACH FL 33441

Tax Amount \$ 58.80	Add. Fees: \$ 235.20	Penalty: \$ 0.00	Total Amount Paid: \$294.00
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Notice: This Tax Receipt becomes *NULL* and *VOID* if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, MATTHEW PRESTON

LANZO CONSTRUCTION CO., FLORIDA
660 UNION AVE
CRESCENT CITY FL 32112

LICENSE NUMBER: CGC036262

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, MATTHEW PRESTON

LANZO CONSTR CO FLORIDA
5145 NW 30TH STREET
MARGATE FL 33063

LICENSE NUMBER: CUC049468

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, JAMES MATTHEW

LANZO CONSTRUCTION CO., FLORIDA
125 SE 5 CT
DEERFIELD BEACH FL 33441

LICENSE NUMBER: CUC1224875

EXPIRATION DATE: AUGUST 31, 2020

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Statements of Policies & Practices

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Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

November 15, 2010

MR ROBERT W BEASLEY
LANZO CONSTRUCTION CO FLORIDA
125 SE 5TH CT
DEERFIELD FIELD BEACH FL 33441-4749

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

Dear Mr. Beasley:

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
LANZO CONSTRUCTION CO FLORIDA
has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4742.

Sincerely,

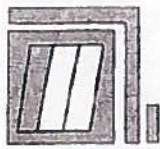
Erica Miller
Contract Compliance Administrator
Equal Opportunity Office

EM/dg

AFFIRMATIVE ACTION PLAN EXPIRATION: November 15, 2013

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE contact the Certification Section at (850) 414-4747.

www.dot.state.fl.us



LANZO

Construction
Co., Florida

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

275-C33-11B
EQUAL OPPORTUNITY OFFICE
CZ98
Page 1 of 3

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of Lanzo Construction Co. Florida that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Lanzo Construction Co. Florida. Subcontractors and/or suppliers to Lanzo Construction Co. Florida will also be bound by the requirements of Rule Chapter 14-78, F.A.C.

Lanzo Construction Co. Florida, and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

Lanzo Construction Co. Florida, and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

Lanzo Construction Co. Florida, has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Lanzo Construction Co. Florida and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

X

Giuseppe D'Alessandro, President

X 11/15/10
Date

FLORIDA DEPARTMENT OF TRANSPORTATION
EQUAL OPPORTUNITY OFFICE
APPROVED: [Signature]
DISAPPROVED: _____
DATE: 11/15/10

An Equal Opportunity Employer

November 15, 2010

276-000-118
EQUAL OPPORTUNITY OFFICE
02/09
Page 2 of 3

I. DESIGNATION OF LIAISON OFFICER

Robert Beaty will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department Transportation.

Robert W. Beaty
Lanzo Construction Co. Florida
125 SE 5th Court
954-979-0802
59-2011933

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, Robert W. Beaty has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Lanzo Construction Co. Florida to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. Lanzo Construction Co. Florida will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Lanzo Construction Co. Florida understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, Lanzo Construction Co. Florida will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

Lanzo Construction Co. Florida shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

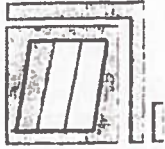
The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

Lanzo Construction Co. Florida will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.



LANZO

Construction
Co., Florida

1900 N.W. 44th Street
Pompano Beach, Florida 33064
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

Declaration of Fair Subcontracting Policies & Procedures

In keeping with our approach to fair practices in awarding subcontractors, Lanzo Lining declares that it has and shall continue to implement procedures, which will promote diversity in the usage of subcontracts. Lanzo believes that these procedures will present opportunities to as many qualified subcontractors as possible.

First, Lanzo's policy and procedures are geared to notify the broadest of local subcontractors of the opportunity to be awarded a subcontract. Second, Lanzo's policy and procedures are crafted in an effort to invite local subcontractors to submit bids in an uncomplicated and expeditious manner. Third, Lanzo's policy seeks to afford subcontractors avenues to procure the necessary information to shape and submit a bid. Fourth, Lanzo's procedures set out to afford subcontractors access to Lanzo personnel so that any questions and clarifications can be addressed. Fifth, Lanzo's procedures seek the ultimate goal of awarding subcontracts to those who have submitted good faith proposals in keeping with the project's goals.

The specific policies and procedures that Lanzo Lining Services, Inc., sets out to implement and exercise are:

- 1) Contacting Local Trade Associations for listings of firms.
- 2) Contacting local government bodies or owners for any community development program which seeks business development and maintains a register of vendors/subcontractors.
- 3) Advertising in construction trade journals.
- 4) Contacting local chambers of commerce for participating members and listings.
- 5) Faxing or calling identified vendors/subcontractors and provide same with details (as practical) of proposed project/bid and request response by return fax.
- 6) Designating Lanzo staff which will meet with inquiring subcontractors to view scope of work and responsibilities unique to subcontractor's anticipated work.
- 7) Awarding Contracts to the subcontractors which have submitted responsible and low bids consistent with the intentions of the project.


Giuseppe D'Alessandro
President

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LANZO

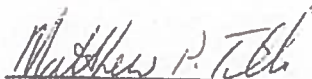
Construction
Co., Florida

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

PROCUREMENT POLICY

IT IS THE POLICY OF Lanzo Construction Co. FL and Affiliated companies (Lanzo Lining Services) that in its procurement practices, every effort shall be taken to secure materials, supplies and services from firms which meet the needs of the company in the most cost effective manner. It is our policy that we do not discriminate in our procurement practices and that we seek opportunities to secure commodities and services from as many local sources as is reasonably practical.

As with our company's Declaration of Fair Subcontracting Policies and Procedures, we will continue to implement procedures that will promote diversity in the usage of suppliers. It is expected from all employees involved in the procurement of goods and services that they commit themselves to identify all available resources. This effort will allow Lanzo to meet its goal of securing reliable source of product with a cost-effective result.



Matthew P. Tilli
Vice President

1.2/5/06

Date

An Equal Opportunity Employer

Open-Door Policy

In keeping with Lanzo's philosophy of open communication, all employees have the right and are encouraged to speak freely with management about their job-related concerns.

We urge you to go directly to your supervisor to discuss your job-related ideas, recommendations, concerns and other issues which are important to you. If, after talking with your supervisor, you feel the need for additional discussion, you are encouraged to speak with Lanzo's president.

The most important relationship you will develop at Lanzo will be between you and your supervisor. However, should you need support from someone other than your supervisor, the entire management team, including Lanzo's president, is committed to resolving your individual concerns in a timely and appropriate manner.

Equal Employment Opportunity

It's Lanzo's policy to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, disability, marital status or veteran status. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. Lanzo's President and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or to Lanzo's president. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

Drug- Free Workplace

Recognizing substance abuse (including Alcohol) is a detrimental problem facing society, Lanzo will do it's best to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure that Lanzo will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however. Illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, drug-free environment. We encourage those who abuse drugs and or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Included prescribed drugs and over the counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for purpose other than as prescribed.

Lanzo's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, Lanzo shall establish and maintain the program and rules set forth below, under applicable state laws.

A. Post-offer job Applicant Screening

Lanzo will conduct a post-offer drug test designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug result; he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

Lanzo will conduct drug and or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc, either on or off the job. It shall be a condition of employment that all employees submit to a drug and / or alcohol screen in accordance with the provisions listed below. Lanzo may suspend employees without pay, under this policy, pending the results of a drug and / or alcohol test or investigation.

1. Reasonable Suspicion Testing

“Reasonable suspicion testing” means drug and/or alcohol testing based on an employer’s belief that an employee is using or had used drugs in violation of the employer’s policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use. Whenever possible, the supervisor who is suspicious of an employee’s behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and /or alcohol testing at a laboratory chosen by Lanzo.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, Lanzo will investigate all of the circumstances, and Lanzo officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment an employee must notify the human resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

Lanzo must require an employee to submit to a drug test **IF** the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of Lanzo's established policy **OR** that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty resting will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug related problems, or an alcohol/ drug rehabilitation program, this company must require the employee to submit to a drug and / or alcohol test as a follow-up to such program. Advances notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

Lanzo may conduct random drug testing, as stated in applicable state laws. A third-party company designated by Lanzo will generate a computerized random list of employees who would be required to submit to a random screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee, who has a confirmed positive drug and/or alcohol test, as determined under applicable state laws as listed below, will be subject to Lanzo's disciplinary action, as outlined in the Employment Acknowledgement Agreement Form.

Table of Positive Drug Levels in Urine
Drug to be tested for:

<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>
Alcohol (blood)	.04 g/dl	0.4 g/dl
Alcohol (breath or Blood)	.08 g/dl	.08 g/dl
Amphetamines	1,000 ng/ml	500 ng/ml
Cannabinoids	50 ng/ml	5 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	150 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml

Any employee who has a confirmed positive drug and /or alcohol test may forfeit eligibility for medical and indemnity benefits in state's workers compensation law and may also forfeit unemployment benefits, under state law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this Rule, in determining compensability. Employers, testing laboratories, employee assistance program, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results keep all information confidential. Release of such information under any circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriated by a professional licensing board in related disciplinary proceedings.

The consent form must contain, at the minimum, the following:

- a. The name of the person authorized to obtain the information
- b. The signature of the person authorizing release.
- c. The purpose of the disclosure
- d. The duration of the consent
- e. The precise information to be disclosed

E. Prescription and Non-Prescription Medications

Lanzo will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. Lanzo retains the right to change the employee's job assignment during the term of treatment.

F. Drugs to be Tested for: Common and Chemical Name

Over-the-counter and prescriptions drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (beanies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol, (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimal, parest) Not legal by prescription

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codine, Empirin with Codine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hyfromorphine), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin. Etc.

BARBITURATES: (barbs, rainbow, downers, golfballs, reds, blues). Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: (Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

Lanzo will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test results, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to state law or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by Lanzo shall provide the clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medications.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and /or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test results, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done by another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of

the sample to be re-tested, and for the integrity of the chain-of custody during the transfer.

3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. Lanzo may not request or receive from any testing facility any information concerning the personal health, habits or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that persons body fluids.
5. Lanzo may not discharge, discipline, or refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. Lanzo may not discharge or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by Lanzo for a drug-related incident, if the employee has not previously been tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, Lanzo reserves the right to search all vehicles, containers, lockers, or other items on Lanzo's property for visual inspection upon Lanzo's request. Searches will be conducted only where Lanzo has reason to believe that the employee has violated Lanzo's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Lanzo's premises. Searches of an employee's personal property will take place only in the employee's presence, all searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstance will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, Lanzo will not normally prosecute the employee in matters involving illegal substances. Further, Lanzo reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Right

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between Lanzo and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

Lanzo uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers. For information concerning laboratories and medical review officer services please contact:

Total Compliance Network /South Atlantic Testing Services
(954) 677-1200
5440 N.W. 33rd Ave. Suite 106

Fort Lauderdale, FL 33309

N. Employer Protection

This policy supersedes any information provided to applicants and / or employees, either written or oral. Lanzo reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

1. Alcohol Hot line: 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics.
2. Cocaine Hot-Line: 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse.
3. National Drug & Alcohol Treatment Hot-line: 1-800-662-4357, confidential information on treatment, self-help, and support programs for drug users.

P. Educational Material On Substance Abuse

What is Substance Abuse?

Substance abuse is the harmful and dangerous use of alcohol and/ or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibility, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as families' problems, low self-esteem, financial worries and /or feelings of inadequacy. Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink; it's what happened when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and or it makes me feel confident. The truth is you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. It will only get worse. The first thing you must do is accept the fact that abusing drugs and alcohol is like

playing with fire-it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance program (EAP's) that refer you to professionals and groups to help you with your problem. They also provide information about insurance coverage for treatment. These programs are voluntary and confidential. No one can make you go or hold it against you if you do go. Lanzo realizes that anyone who is willing to seek help deserves Lanzo's support. Another source for help is your phonebook. Look in the yellow pages for health organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. Encourage those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL – Alcohol is legal, socially acceptable and an inexpensive substance to use. Because it is an accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **Do You:** *lose time from work due to drinking? * want to drink in the morning? * have trouble sleeping? * drink to feel more confident or outgoing? * feel easily frustrated? * find you are overanxious or oversensitive? * blame others for your problems? * drink alone? * let family or job responsibility slide? * forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly * have violent mood swings.

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.

Admitting that you have a problem is the first step. The best place to start solving it is by contacting **Alcoholics Anonymous**. An AA group is as close as your phone book.

Alcohol is a central nervous system depressant and is the most widely abused drug.

About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of

time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**
***greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions**
***overindulgence (hangover) can cause: headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.**

MARIJUANA – Marijuana is also known as “grass”, “pot”, “weed”, “Mary Jane”, “herb”, “a joint”, and “a roach”, among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. *Marijuana* alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. **Other Effects:**
***increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention**
***hallucinations, fantasies and paranoia *reduction or temporary loss of fertility**

COCAINE – is a stimulant drug, which increases heart rate and blood pressure. As a powder, *Cocaine* is inhaled (snorted), ingested, or injected. It is known as “coke”, “snow”, “nose candy”, and “lady”. *Cocaine* is also used in a free-base form known as “crack” or “the rock” which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is “safer” than other forms of cocaine use. **It is not.** Crack cocaine is one of the most addictive substances known today. The crack “high” is reached in 4-6 seconds and lasts about 15 minutes. The most dangerous effects of crack are that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death. **Other Effects:**
***impaired driving ability *anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings *heightened, but momentary feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing**

AMPHETAMINES – are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are “speed”, “uppers”, “black beauties”, “beenies”, “wake ups”, “football”, and “dexies”.

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent

doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. **Other Effects:**

***loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia**

OPIATES – Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common names are “horse”, “hard stuff”, “M”, “brown sugar”, “Harry” and “Mr. H”.

Fact: Heroin, also called “junk”, or “smack”, accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot even be obtained with a physician’s prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

Other Effects:

***reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short-lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) – also called “angel dust”, “rocket fuel”, “super kools”, and “killer weed” was developed as a surgical anesthetic in late 1950’s. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: *PCP* is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug’s effect on the body. *PCP* scrambles the brain’s internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of *PCP* produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

***impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration *repetitive speech patterns *incomplete verbal responses**

COMBINATIONS OF DRUGS – The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental

effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

Hurricane & Severe Storm Plan

During such periods of time as are designated by the United States Weather bureau as being a hurricane alert, the Contractor shall undertake all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction and any other safety measures as may be directed by the engineer.

In the event of a hurricane warning being issued, the following specific steps will be taken by Lanzo Construction to safe guard the construction work zone:

1. Lanzo will suspend all construction operations
2. Any open priority repairs will be made immediately
3. All open trenches will be backfilled
4. All material and equipment in the right-of-way will be removed
5. Secure any construction material in contractor's staging area
6. Remove all unnecessary traffic barricades and signs
7. Secure remaining barricades by "half burial" or "double sand bags"
8. Evacuate construction work zone.

All additional safety measures as may be directed by contracting agency, department or authority will receive Lanzo Construction's immediate attention.



Equipment Schedule

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Section 7



Lanzo has a long history of maintaining our own equipment from soup to nuts, as you can see by our extensive equipment list, that control over our own destiny is the only way to insure continued success. Our maintenance program is a well-oiled machine which includes ample staff such as the Equipment Manager and Assistant, two Diesel Mechanics, a Parts Runner, a

Welder, a full time Fuel Truck Driver and a full time Low Boy Driver. Our in-house maintenance and service includes a fully equipped indoor shop with overhead 10 ton crane, on site bulk storage of motor oils, spare parts stock, and electronic maintenance tracking system. Our Diesel Mechanics are completely mobile and provide maintenance and repair services to our heavy equipment in the field. This maintenance program in conjunction with our ability to mobilize spare heavy equipment with our Low Boy Tractor Trailer insure that down time due to equipment failure is minimized.



Unit #	Make	Model	Description	Serial #
FLEET TRUCKS/VANS				
23	FORD	F-100	FORD F-100 PICKUP	1FTX1G1P1K89027
25	FORD	F-100	FORD F-100 PICKUP	1FTX1C1P8K81088
110	FORD	F-250 XLT	FORD F-250 XLT PICK-UP	1FT7X2A81F8E0782
116	FORD	F-250 XL	FORD F-250 XL PICK-UP	1FT7X2A81F8C91688
118	FORD	F-250 XL	FORD F-250 XL 4X2 PICKUP	1FT7X2A82F8D8173
121	FORD	F-250	F-250 PICK-UP TRUCK	1FD0C34P318A88873
131	FORD	F-250 XL	F-250 XL	1FT7X2A88D8A23462
134	FORD	F-250 XL	F-250 XL SUPER CAB	1FT7X2A88D8D8887
140	FORD	F-250	FORD F-250 SUPER CAB	1FTXK38P4M8E47188
142	FORD	F-250 XLT	FORD F-250 XLT PICK-UP	1FT7X2A88P8D80006
144	FORD	F-250 XLT	FORD F-250 XLT PICK-UP SUPER CAB	1FT7X2A82F8D80087
146	FORD	F-250 XLT	F-250 XLT SUPER CAB	1FTXK31F3Y8887488
147	FORD	F-250 XL	F-250 XL	1FT7X2A878A23440
180	FORD	F-100	FORD F-100 SUPER CAB	1FTXK12W88NA78711
188	FORD	F-250 XL	F-250 XL	1FT7X2A84G8A23447
175	FORD	F-250 XL	PICK UP	1FT7X2A88D8A2344
179	FORD	F-250 XL	PICK UP	1FT7X2A88D8A2346
180	FORD	F-250 XL	PICK UP	1FT7X2A88D8A2346
HEAVY TRUCKS				
194	FORD	F800XL	MECHANICS TRUCK WITH CRANE 5.0 engine	1FD8P8E8D888487
200	MACK	CV713 FUELLINE	MACK FUELLINE TRUCK - OFF ROAD DIESEL	1M2A011C09H882801
202	FORD	F-800	F-800 STAKE TRUCK	1FD8P8C0V8A82824
204	GMG	C-8000	FUEL TRUCK	16075LMC80F913011
208	ISUZU	HOME MADE FLATBED	HOME MADE FLATBED W/CEMENT MIXER	JAL8481K1K7004022
210	MITSUBISHI	F8857T	MITSUBISHI 94' FLATBED TRUCK	JK686P1F8C8800088
220	MACK	RW793	TRACTOR TRUCK (LOWBOY)	1M8A1Y8Y888801782
230	MACK	RW793	TRACTOR TRUCK (LOWBOY)	OVERSECE PERMIT 6 AXLES
234	FORD	F-800	F-800 WATER TRUCK	2F0209P02Y8A82282
236	MACK	CV713	MACK GAR-P 10' DUMP TRUCK	1M8A011C1T8M47488
238	MACK	CV713	MACK GAR-P 10' DUMP TRUCK	1M8A011C1T8M47488
240	MACK	CV713	MACK GAR-P 10' DUMP TRUCK	1M8A011C1T8M47487
242	MACK	CV713	MACK GAR-P 10' DUMP TRUCK	1M8A011C1T8M47891
264	PORTER/BLT	887	TRACTOR TRUCK (LOWBOY)	1XPC8A8Y4G8D82888
268	INTERNATIONAL	4200	WATER TRUCK	1HTMPA8P888C81184
268	INTERNATIONAL	4200	WATER TRUCK	1HTMPA8P888E84888
270	TRACER MARINE BOAT	TRACER TOPPER14	TRACER MARINE JOHN BOAT	HULL 82H88J871910818-MTR 82H88E828828
TRAILERS				
302	DIETZ/WHITCH		DIETZ/WHITCH TRAILER W8000 FUEL TANK	NOV98028T18488
308	FERR	Trailer	FERR Tag-a-long Trailer (RED) 5-AXEL	734228
310	HOMEMADE	TANK	Home made trailer - TACK TANK	NOV98000801884828
311	ASPHALT ZIPPER		TRAILER FOR MACHINE	180P81872L8C1848180798
312	ASPHALT ZIPPER		ASPHALT ZIPPER - MILLING MACHINE	180798
316	ROADHOG	RH8000	ROADHOG ASPHALT MILLING MACHINE	8011801R184888071T
318	PONTIAC	TANK	Larvey Trailer 43	4L84883XW888418
318	HOMEMADE		Home made trailer - RED	NOV980280887382
320	TRAILING		Larvey Trailer #1	1TKJ8483Y8888743
324	TIGERLINE		TIGERLINE TRAILER	38321
328	MILLER	CURBUILDER	Curb machine with Mold & Trailer	J18318
327	INTERSTATE		INTL TRAILER	1JK08838T8A88812
328	DOMACO	GT3800	DOMACO CURB & GUTTER MACHINE w/ Mold	882880178
828M	DOMACO	GT3800 Mold	DOMACO CURB Mold	882880178
328			CONCRETE SCRIBED	447187
331	PACS	TMPV	TRAILER MOUNTED VACUUM PUMP BLUE	TMPV88824
334	PACS	LM714TA2	PACS AMERICAN TRAILER LM714TAS	4PUP8142380882834
338		48' TRAILER	STRICK 48' STORAGE TRAILER	388-07
HEAVY EQUIPMENT				
404	CATERPILLAR	125	Motor Grader	1818877
408	CATERPILLAR	125H	Motor Grader	4X882828
470	DOMAG	DOMAG MPM884R	DOMAG SOIL STABILIZER	188A2281828
472	CATERPILLAR	F8850	MILLING MACHINE	P1088888
481	WACKER	8P U 2348A	WACKER Plate Compactor 8P U2348A	1831888
483	WACKER	8P U2348A	PLATE COMPACTOR W8888	1831878
485	WACKER	8P U2348A	PLATE COMPACTOR W88871	1811888
488	WACKER	WP1888A	Plate Compactor / Honda Gas Engine	8812888
488	DYNAPAC	LH300	Plate Compactor / Diesel	88821882
491	DYNAPAC	LH300C38E	Plate Compactor / Gas	88821788
498	DYNAPAC	LH32	Plate Compactor / HONDA / Gas	8822888
498	DYNAPAC	LH32	Plate Compactor / HONDA / Gas	8822888
494	DYNAPAC	LH300C38E	Plate Compactor / Diesel	88C1878 (18128882888)
498	WACKER	WP1138AW	Wacker Plate Compactor	8828821
498	WACKER		WACKER Plate Compactor	727438888
497	ROBM	W1-620	ROBM Plate Compactor W1-620	288842
498	WACKER	WP1888AW	WACKER Plate Compactor WP1888AW	883387
498	WACKER	8P U 2348A	WACKER Plate Compactor 8P U2348A	788388882
800	WACKER	8P U 2348A	WACKER Plate Compactor 8P U2348A	788388830
801	WACKER		WACKER Plate Compactor	1187108
802	WACKER		WACKER Plate Compactor	887801819
808	WACKER	8P U 2348A	WACKER PLATE COMP. Model # 8P U 2348	1144788
804	WACKER	VF1138AW	WACKER Plate Compactor (Water Tank not installed)	8831848
808	WACKER	R8880	WACKER R8880 VIB. ROLLER	8788881
808	DYNAPAC	CC142	DYNAPAC CC142 Double Drum Asphalt Roller	88218482
807			WALK BEHIND ROLLER	88847-0888A
810	DUD PAC		DUD PAC WALK ROLLER	80181
812	SUPERTRACK	83-42	3 WHEEL STATIC ROLLER	88A10887
813	DYNAPAC	CC21	DYNAPAC CC21 ROLLER	CC222887488487
814	WACKER	8P U 2348A	WACKER Plate Compactor 8P U 2348	727432280
818	DOMAG	8W88 T	DOMAG 8W88 T TRENCH ROLLER	181728821880
818	CATERPILLAR	CB-634E	VIBRATORY COMPACTOR ROLLER	23491438
822	DOMAG	8W88AD 2	DOMAG TANDEN VIBRATORY ROLLER	181480422228
828	CATERPILLAR	CS883C	CAT CS 883C ROLLER	84K8801288
838	BOHAM		BOHAM 3 WHEEL 12 TON ROLER	488842-884
850	DAWSON	8M 680	4800 VIBRATORY HAMMER W/ACCESSORIES	88-182



Unit #	Make	Model	Description	Serial #
856	HOERSTOL RAND	8570HF	8570HF TANDEM VIBRATORY ROLLER	187141
858	LAY-MOR	BHG BROOM	BHG BROOM	32978
862	FORD	231	FORD BROOM TRACTOR	0816783
864	JOHN DEERE	JC301A	JOHN DEERE TRACTOR SWEEPER	1827217
868	KASUTO	L4288 TRACTOR	L4288 TRACTOR W/ BUSH HOGBOX BLADE	30000
862	LAY-MOR	85M00	SWEEPER	33033
868	MUSTANG		MUSTANG SKID STEER LOADER	833188D
868	CATERPILLAR	262B	SKID STEER	F0702912
870	CATERPILLAR	262B	SKID STEER	F0700062
874	CATERPILLAR	262B	SKID STEER	F0702578
876	TAKEUCHI	T800R	T800 SKID STEER LOADER	T8R0000229
880	CATERPILLAR	428F	CAT 428F LOADER BACKHOE	8XL0282
880	CATERPILLAR	428EIT	CAT 428EIT 4X4 LOADER BACKHOE	CAT428E CDDT02884
880	CATERPILLAR	428F	CAT 428F 4X4 LOADER BACKHOE	CAT428F CDRH04088
886	TAKEUCHI	TS-007	TAKEUCHI Hydraulic Excavator	1874282
887	TAKEUCHI	TS-007	TAKEUCHI Hydraulic Excavator	1874284
888	TAKEUCHI	TS-016	TAKEUCHI Hydraulic Excavator	1180788
890	TAKEUCHI	TS-028R	TS-028R COMPACT EXCAVATOR	128000228
890B	WAH-ROY	8K7CER88	34" HDN 36 BUCKET	188414
890C	WAH-ROY	COUPLER8229	COUPLER	188378
892	CATERPILLAR	C300B	DOUBLE DRUM ROLLER	10080103
894	FSM	8707C	PAH TRUCK CRANE 70 TON	31289
898	CATERPILLAR	3080CR88	COMPACT EXCAVATOR	FYCB1888
898	CATERPILLAR	888F	CAT 888F WHEEL LOADER	22902291
898	CATERPILLAR	328BL	CAT 328 BL HOE	2,8891782
810	CATERPILLAR	312	CAT 312 HYD EXCAVATOR HOE	60801434
812	JOHN DEERE	3480	HYDRAULIC EXCAVATOR	FF8450XJC888251
818	CATERPILLAR	321DLR	321DLR EXCAVATOR	MP00881
820	CATERPILLAR	328DLR	328DLR EXCAVATOR	R060032
822	CATERPILLAR	312E	312E HYDRAULIC EXCAVATOR	CAT001E8MP2180808
828	CATERPILLAR	230C	CAT230C HYD EXCAV. HOE	8AP01301
827	CATERPILLAR	285	CAT285 EXCAVATOR TRACKHOE	8T220481
828	CATERPILLAR	330CL	CAT330CL EXCAVATOR TRACKHOE	CAFC0137
828	CATERPILLAR	378	CAT378 HYD EXCAV. HOE	1,8888888
830	CATERPILLAR	336FL	EXCAVATOR	KN880488
832	CATERPILLAR	DAK LOP	CRAWLER TRACTOR / 6 WAY DOZER	CAT8804K CRUR00332
834	CATERPILLAR	DAK LOP	CRAWLER TRACTOR / 6 WAY DOZER	CAT8804KE RRUR00384
836	CATERPILLAR	308C	CR MOE EXCAVATOR	KC001188
838A	REISER	M87 ROTARY DRILL	ROTARY DRILL HEAD ASSEMBLY - CAT 308C ATTACHEMENT	4918428
838	CATERPILLAR	308C	CR MOE EXCAVATOR	CAT008CP / KC021188
840	CATERPILLAR	886F	Wheel Loader	8A,81488
842	CATERPILLAR	886E	Wheel Loader	2228223
848	CATERPILLAR	888D	Wheel Loader	84381130
850	CATERPILLAR	830	Wheel Loader	41K11211
854	CATERPILLAR	830	Wheel Loader	828372
858	CATERPILLAR	888E	Wheel Loader	84233848
858	CATERPILLAR	886F	Wheel Loader	8A,80188
858	CATERPILLAR	836F	Wheel Loader	1K081084
860	CATERPILLAR	886F	Wheel Loader	8A,81828
878	CATERPILLAR	718	Wheel Loader	84881081
880	CATERPILLAR	838D	Wheel Loader / AD Cab, Crotch Coupler & Rate	8R030072
884	CATERPILLAR	838D	Wheel Loader	8Y00008
888	CATERPILLAR	838D	Wheel Loader / AD Cab	8W88188
882	JOHN DEERE	844K	844K WHEEL LOADER	108844K2Y8884744
882	GROUND HOG	T-4H	Trencher - Walk Behind (HONDA GX168 6.8hp)	830
888	VERMEER	RTX 480 TRENCHER	RTX480 RIDE ON TRENCHER	1VR888LDF188228
897	TRENGOR	T1080	TRENCHER	T1080-488
898	VERMEER	RT80	Trencher - Walk Behind	1VR888LJZ188888
SMALL EQUIPMENT				
782	HEI-M	HSP-3804-380H	PRESSURE WASHER	188228H
788	LEE-BOY	100	LEE-BOY ASPHALT PAVER	22748
794	TARDEST		Street Saw	171778882
798	Mobak Welding Rig	GM1217B-8 GENERAL TRL	Welding Trailer Complete	4M8FD121911801788
798	STOW	CD8C818H18	12" STREET SAW	T118288118
718	LINC OLM		LINCOLN WELDER	1288
718	STALTH	HF484-H7D	PRESSURE WASHER (HONDA GX280 ENG. ENG S/R:OCAA-8074878)	21321
711	MILLER	T140	MILLER BIG T40 WELDER	LA288878
713	MILLER		MILLER WELDER	JO18188
714	MILLER	228D	MILLER BOBCAT 228D WELDER	KR884888
720	STOW		STOW Concrete MIXER	8218888
722	STONE	88	88 STONE MIXER	288884
728	ESBICK	888H	ESBICK 88 H MIXER	828-81444
734	STONE	88	88 STONE MIXER	428842
738	STOW	8CM	8 CM CONCRSTE MIXER	8441884
738	STOW		STOW 8 BAG MIXER	8883488
787	BURCO		BURCO GENERATOR 18KW	7888118
788	REED	UPC838	REED PIPE CUTTER MODEL UPC838	4788
730	MULTIQUIP	MC-848	Concrete Mixer (Towable) Honda 8hp w-8R hooks	A0782738
743			TRAILER W/ WELDER	811884237
748			GROUT PUMP	801888008A
748			TEST PUMP HMD8 TL	NOV88800881418884
747	JETAWAY		JETAWAY STRAM CLEANER	18884
748			4 CUBIC CLAMHELL BUCKET	RH-1287
748	SLOAN		SLOAN TEST PUMP MYERS	02481148
780	HOOD		HOOD GENERATOR SETS	8344
781	REIMANN		REIMANN GEORGE 14" HYD SAW	78722
782	MOHTY MITE		MOHTY MITE 816 PIPE PUSHER	8168
783			VS DRIVE/TRACTOR	28882
784			HOE HAND	8H488888888H
788	VERSA-MATIC	8MA3-A	BLUD GEMASTER 8MA3-A PUMP	1884830
788			36 LB PAVEMENT BREAKER	88888883
782	KOBERING	HP188Y88T	KOBERING MODEL HP188Y88T	1781184F
788			4" PIERCE AURA OW PIERCE TOOL	8T888

Unit #	Make	Model	Description	Serial #
773	COLEMAN		COLEMAN LIGHT TOWER	RL1889
774	MAGNUM	MLT 8000M	MAGNUM LIGHT TOWER	801804
777	WACKER	CS6.8	WACKER GENERATOR CS6.8	LCP800777
778	WACKER	CS6.8	WACKER GENERATOR CS6.8	8100381
779	ROGO	600 COMPLETE	TAPPING WACKER WCRADLE	077159898
782	MERTZ BOXER	118	WALK BEHIND GRABBER TREASHER	43
784	OPTIMA	GT 280	PORTABLE AXLE WAGON SCALE	PENDING
802	MS 60	RT3422	RIGID Trenching Tool System Kit	LANZO 802
803			DIVE COMPRESSOR (SMALL)	1827
804	KABUTO	DIVE COMPRESSOR	DIVE COMPRESSOR	8-42-01827
804	TESTING	DIVE COMPRESSOR	DIVE COMPRESSOR TESTING - SEMI ANNUAL	8-42-01827
808	INGERSOLL RAND	194 DPG	INGERSOLL RAND AIR COMP	231408U1221
809	SULLAIR	194 DPG	SULLAIR 194 DPG AIR COMP	894-43223
809M	MAGNA-TRAK		MAGNA-TRAK METAL DETECTOR	
809T	SULLAIR	194 DPG	SULLAIR 194 DPG AIR COMP	894-43223
807M	MAGNA-TRAK		MAGNA-TRAK METAL DETECTOR	400210420
808			CORE DRILL	8823188
827			WELL POINT BOX	510P
828			80 JACK HAMMER	15194
878	WACKER	VP 1340AW	VIBRATORY PLATE SHAVERS IMPACT	6010002EN0400A011000071
879	WHEELER BEX	400019	HYDROSTATIC TEST PUMP	12001
880	LEICA GEOSYSTEMS AG	DIKCAT 800I 60HZ	UNDERGROUND UTILITY LOCATOR	323023
8807	LEICA GEOSYSTEMS AG	DIKTEX 100T SIGNAL TRANSMITTER	UNDERGROUND UTILITY LOCATOR TRANSMITTER	986772
882	LEICA GEOSYSTEMS AG	DIKCAT 800I 60HZ	UNDERGROUND UTILITY LOCATOR	321214
8827	LEICA GEOSYSTEMS AG	DIKTEX 100T SIGNAL TRANSMITTER	UNDERGROUND UTILITY LOCATOR TRANSMITTER	988928
884	LEICA GEOSYSTEMS AG	DIKCAT 800I 60HZ	UNDERGROUND UTILITY LOCATOR	918629
884T	LEICA GEOSYSTEMS AG	DIKTEX 100T SIGNAL TRANSMITTER	UNDERGROUND UTILITY LOCATOR TRANSMITTER	988441
800			Generator	C0E376408
801	BROWNE	2-400SD	BROWNE 2-400SD DIVE COMP	4382
801G	MEWADE		Generator	C0E376408
802	POWER PRO	3000	3000 WATT GENERATOR	YX1889S-08978402
803			GAZOLINE COMPRESSOR	307-78278
806	INGERSOLL RAND		IR 1200 CFM AIR COMPRESSOR	68822
806	MEWADE		Generator	00882783
807	INGERSOLL RAND	IR175	IR 175 AIR COMPRESSOR	217119U18304
808			GAZOLINE COMPRESSOR	307-791845
808		CST 24X	CST 24X AUTO LEVEL DIGRESS	A63788
810	INGERSOLL RAND	IR175	IR175 AIR COMPRESSOR	87113
811			DIVE COMPRESSOR	orig 789083 pump 900004
811	TESTING	DIVE COMPRESSOR	DIVE COMPRESSOR - SEMI ANNUAL	PUMP 30004
812	SULLAIR	194 DPG	SULLAIR 194 DPG AIR COMP.	894-43224
813	LIETZ	200	LIETZ MOD.350 TRANSIT	494117
814	POWER PRO	3000	3000 WATT GENERATOR	YX1889S-08980408
821			6" SLOAN PUMP	8700
823			4" SLOAN PUMP	P4323
824			4" SLOAN PUMP	P14060
825			2" FACER PUMP	82147
826	WACKER	P073A	2" DIAPHRAGM PUMP	822019
828			IRRIGATOR 8" HYD PUMP	1P7822
827			IRRIGATOR 8" HYD PUMP	1P7162
828			6" THOMPSON HYDRAULIC PUMP	38 HPU-128
828A			6" THOMPSON HYDRAULIC PUMP	38 HPU-128
830			4" TRASH PUMP	15327
831			4" TRASH PUMP	28223
832			2" WATER PUMP	32632
833			2" WATER PUMP	TAM-097
834	TSURUMI	0001	2" WATER PUMP (Honda Engine)	0001-4387911
835			GRiffin WELLPOINT 8"	1808
836			GORMAN-RUPP 10" PUMP	2282
838	HONDA	GX120	2" WATER PUMP (Honda Engine)	0001-4388004
839			GRiffin WELLPOINT	300
840	HONDA	WB20X	2" WATER PUMP (Honda Engine 8/12-DCAT-4330018)	WABT-1124210
842	THOMPSON	6 HPU	Hydraulic Pump Power Unit	38 HPU 65
842A	THOMPSON	80HST	6" HYDRAULIC SUBMERSIBLE PUMP	80-438
841	HONDA	GX120	2" WATER PUMP	0001-1237728
843			6" THOMPSON HYDRAULIC PUMP	38 HPU-621
844	THOMPSON	6" Trash	THOMPSON 6" TRASH	6V85
846	THOMPSON	6" Trash	THOMPSON 6" TRASH	6V79
848	THOMPSON	V327	THOMPSON 12" WELLPOINT	V327
847			THOMPSON 18" VACUUM	V329
848		4 DD-L373	THOMPSON 4" DOUBLE DIAPHRAGM	80-439
860			6" THOMPSON HYDRAULIC PUMP	38 HPU-613
861			12" THOMPSON WELLPOINT	V-623
862			12" THOMPSON WELLPOINT	V-623
863		Vacuum Pump	12" THOMPSON VACUUM PUMP	V-627
868	THOMPSON	6" Hydraulic Pump Head	6" THOMPSON HYDRAULIC PUMP	65-651
864	THOMPSON	6" Hydraulic Pump Head	6" THOMPSON HYDRAULIC PUMP	65-659
866	THOMPSON		12" THOMPSON WELLPOINT	V-777
867	DEUTZ	WELL POINT PUMP	12" THOMPSON WELLPOINT	V-778
869	THOMPSON	38 HPU	Hydraulic Pump Power Unit	38 HPU 64
868A	THOMPSON		6" PUMP HEAD	40194
890			TROLEX Model # 8460	34378
882	THOMPSON	Well Point Pump	12" Well Point Pump	V-688
884	THOMPSON	Well Point Pump	12" Well Point Pump	V-844
888	THOMPSON	Vacuum Pump (ENG MOD #FSL814)	6" VACUUM-ASSISTED PUMP ENG SERIAL 12444) TRAILER MOUNT	6V-884
879	HONDA	WT46X	4" Trash Pump (Honda)	1100841
879	THOMPSON	WELL POINT PUMP	12" Well Point Pump	V889
878	MARBEY		6"x3" WALL TRENCH BOX, MARBEY BRIDGE	14382
878	MARBEY		6"x3" WALL TRENCH BOX, MARBEY BRIDGE	14383
877			4" HYD PUMP HEAD	48-49
878			3" PIPE MOLE W/EXPANDER	88147
887	HONDA	WB30X	2" CENTRIFUGAL PUMP	WACT-168960
889		4" JET PUMP	4" JET PUMP - COMPLETE DIESEL SKID	P0081

Unit #	Make	Model	Description	Serial #
1000	MULTIQUP	QP3TH	3" Trash Pump (Honda)	3TH-3634
1001	MULTIQUP	QP3TH	3" Trash Pump (Honda)	3TH-4212
1002			5" WATER PUMP TOSHIBA	219000
1003			5" WATER PUMP WACKER/PT2A	0191003
1004			4" WATER PUMP	0005-070005
1005			4" WATER PUMP WACKER/PT24V	0102047
1006			4" WATER PUMP HONDA WT40X	0005-0400257
1007			4" WATER PUMP HONDA WT40X	0005-0379440
1008			4" WATER PUMP PACER DULEG8	110220
1009			4" WATER PUMP HONDA WT40X	307800
1010	HONDA		8" Water pump	WACT1178782
1012	WACKER	PT3A 3" PUMP	8" Water pump	2402034
1014	MULTIQUP	QF-60TH 4" PUMP	4" Water Pump	40TH-
1018	WACKER	SPU 3648A	WACKER PLATE COMPACTOR	1000630 (ENG SER)OCBOT-1001000
1020	WACKER	SPU 3648A	WACKER PLATE COMPACTOR	NO SERIAL
1024	WACKER	PT3A 3" PUMP	WACKER 3" GAS TRASH PUMP	0700000
1028	WACKER	PT3A 3" PUMP	WACKER 3" GAS TRASH PUMP	0647003
1027	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/BOOK	V-4222
1028	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/BOOK	V-4223
1029	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/BOOK	V-4224
1030	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/BOOK	V-4225
1028	HONDA	03040	HONDA 03040 4" PUMP	ENG SER/1004400
1030	WACKER	SPU 3648A	WACKER PLATE COMPACTOR	1404012
1032	WACKER	PT3A 3" PUMP	WACKER 3" GAS TRASH PUMP	0700124
1038	THOMPSON	GJSVEE-D16-4LEST-MC	6" VAC ASSISTED HIGH PRESS PUMP SKID MOUNTED	GJSVEE-021
1041	HONDA	HONDA 270	3" Trash Pump (Honda)	AY120C BHT1210027 PUMP SER/OCBOT-1001000
1040	THOMPSON	GJSVEE-D16-4LEST-MC	6" VAC ASSISTED HIGH PRESS PUMP TRAILER MOUNTED	SR/TTW/H1170040224 OCBOT-1001000
1000	HONDA	03100	03100 2" WATER PUMP	
2002	NATIONAL SIGNAL	ARC-LITE 14913	Arrow Beard - Tow Bldng	100A710101L200400
2004	NATIONAL SIGNAL	ARC-LITE 14913	Arrow Beard - Tow Bldng	100A710101L200400
SAFETY TOOLS				
2002	M S A	SCLARIS	Multigas Detector (P/N 1004720)	AS-0023
2004	M S A	SCLARIS	Multigas Detector (P/N 1004720)	AS-0024
2008	M S A	ALYAR 41	Multigas Detector	0001204



Past Project Experience Listing

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Contents Listing
Work Performed List

Section 8

LANZO Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
P013	NSID Chemical Storage Facility	Florida	North Springs Improvements District	\$1,350,000.00	TBD	TBD	Joe B.	TBD
P012	North Miami Beach Norwood Oeffler WTP VOC Removal Phase 2	Florida	North Miami Beach, City of	\$6,543,000.00	TBD	TBD	Mike G.	TBD
P011	Miami Beach, Sunset Harbour Pump Sta and Drainage Improvements	Florida	Miami Beach, City of	\$1,854,963.00	TBD	TBD	Joe B.	Steve Bone
P010	Lake Clarke Shores Pump Station 5 for Lanzo Trenchless ER Pump Station Rehab	Florida	Lake Clarke Shores, The City of	\$83,149.00	08/30/13	\$83,149.00	Mike G.	Steve Bone
P009	NSID RO Improvements Project	Florida	Miami Dade Water and Sewer Dep.	\$942,610.00	10/17/12	\$1,752,216.00	Joe B.	Paul W.
P008	Key West, Patricia and Ashby Stormwater Emergency Outfall	Florida	North Springs Improvements District	\$19,450,000.00	TBD	TBD	Joe B.	Steve Bone
P007	NSID Parkland, Decorative Fountains	Florida	Key West, City of	\$1,485,580.00	12/27/12	\$1,250,734.00	Mike G.	Phil
P006	City of Miami Beach, Storm Pump Sta Cntl. Bayshore/Lake Pancoast/ C	Florida	North Springs Improvements District	\$2,875,000.00	05/18/12	\$2,722,510.00	Mark B.	Tom
P005	Waste Water Treatment Plant Service Area 7	Florida	Miami Beach, City of	\$2,405,819.00	TBD	TBD	Joe B.	Steve Bone
P004	Waste Water Treatment Plant Service Area 3	Florida	Marathon, City of	\$2,327,662.00	01/13/12	\$2,342,298.00	Joe B.	Mark G.
P003	Broward City - Broadview Estates BP No. 2	Florida	Marathon, City of	\$2,061,000.00	05/11/12	\$1,445,703.00	Joe B.	Mark G.
P002	CSID WTP & WWTF Improvements	Florida	Broward County	\$785,000.00	02/10/13	\$785,000.00	Joe B.	Steve Bone
P001	FDOT EST07 Orange County Lining of Storm Drains, Miami Beach, Work Order Repair Annual	Florida	Coral Springs Improvement District	\$17,600,000.00	08/15/12	\$18,155,000.00	Joe B.	Steve Bone
420	Sunshine Water Control District Coral Springs Canal Z	Florida	FDOT	\$1,066,532.00	TBD	TBD	TBD	TBD
419	Boca Raton Hills Wastewater Infrastructure Imp	Florida	Miami Beach	Work Order TBD	TBD	TBD	TBD	TBD
418	MDWASD Emergency Man Hole Installation on 36" WM	Florida	SWCD	\$1,378,543.00	TBD	TBD	Mike G.	Steve B.
417	South Martin Regional Utility Annual Repair Contract	Florida	Boca Raton, FL	\$3,522,600.00	TBD	TBD	Mark G.	Joe D. Jr
415	Miami Beach, Venetian Islands Improvements	Florida	Miami Dade Water and Sewer Dep.	\$674,728.00	TBD	TBD	Jorge V.	Jack R.
414	Delray Beach Reuse Water Mains	Florida	Jupiter Island, Town of	Work Order TBD	TBD	TBD	TBD	TBD
413	Tampa Wastewater Lining Support Project	Florida	Miami Beach	\$10,640,993.00	TBD	\$1,252,762.00	Jorge V.	Jack R.
412	Emergency Repair Calais Dr & Marselle Dr	Florida	Delray Beach	\$1,470,000.00	10/03/13	\$1,252,762.00	Mark G.	Joe D. Jr
411	Volusia County Lining of Storm Pipes	Florida	Tampa, City of	\$239,353.00	10/22/13	\$323,856.00	Mark G.	Fred S.
410	Town of Davie Design-Build Water & WW System Expansion	Florida	Miami Beach, City of	\$29,721.00	01/14/13	\$29,721.00	Jorge V.	Jack R.
409	MDWASD Emergency Carbon Fiber Rehab of 48" Transmission WM	Florida	FDOT	\$1,693,300.75	09/06/13	\$1,643,300.75	Curt M.	Neil S.
408	County Line Road 12" and 6" Force Main	Florida	Davie, Town of	\$2,248,782.00	TBD	TBD	Pablo R.	Ron M.
407	Hallandale Beach, NE Quadrant Drainage	Florida	Miami Dade Water and Sewer Dep.	\$327,060.00	12/19/12	\$295,500.00	Jorge V.	Stam K.
406	Martin Co. Underground Utility Cont & Maint	Florida	North Springs Improvement District	\$297,000.00	07/26/13	\$335,232.00	Joe Brown	Joe D. Jr
405	MDWAS 42in EM Repair on Bird Road	Florida	Hallandale Beach	\$8,074,323.00	TBD	TBD	Robert B.	Jack R.
404	MDWASD Emergency Installation of 4 Access Man Holes in Bird Road	Florida	Martin County	Work Order TBD	TBD	TBD	TBD	TBD
403	MDWASD Emergency Carbon Fiber Repair	Florida	Miami Dade Water and Sewer Dep.	\$290,070.00	TBD	TBD	Jorge V.	Jack R.
402	MDWASD Emergency Installation of 60" PCCP in Miami Beach	Florida	Miami Dade Water and Sewer Dep.	\$142,461.00	09/14/12	\$128,400.00	Jorge V.	Jack R.
401	MDWASD Emergency Repair to Pump Station 348 in Hialeah - Bypass	Florida	Miami Dade Water and Sewer Dep.	\$201,300.00	07/15/12	\$183,000.00	Jorge V.	Stam K.
400	Key West Patricia and Ashby St Emergency 30" Outfall (Pipe Work)	Florida	Miami Dade Water and Sewer Dep.	\$2,200,000.00	05/25/13	\$2,651,037.03	Jorge V.	Paul W.
399	LLS - Taft Street Bypass	Florida	Key West, City of	\$942,610.00	10/17/12	\$1,752,216.00	Joe B.	Paul W.
398	Broward City North County Bld Pack 10	Florida	Hollywood, FL	\$550,000.00	12/27/12	\$1,250,734.00	James T.	Mark G.
397	MDWASD Emergency Installation of 12 Access Man Holes in Red Road	Florida	Broward City, FL	\$550,000.00	06/07/12	\$611,097.00	Pablo R.	Ron M.
396	City of Oakland Park - Lloyd Estates Residential & Industrial Imp	Florida	Miami Dade Water and Sewer Dep.	\$10,538,209.00	TBD	TBD	Pablo R.	Ron M.
395	MDWASD Emergency 48" WM Repair, Miller Rd - RQWS1100012	Florida	Oakland Park, FL	\$272,011.00	10/25/11	\$227,338.00	Ilin L.	Jack R.
394	MDWASD 72" Emergency FM Repair Siphon - PO# APWS1100004	Florida	Miami Dade Water and Sewer Dep.	\$2,737,998.00	09/25/12	\$2,610,344.00	Robert B.	Ron M.
393	Enviro Waste Services Group 16-inch WM	Florida	Miami Dade Water and Sewer Dep.	\$269,000.00	05/07/11	\$323,143.00	Ilin L.	Jack R.
392	Broward City-Multi-District Inflow & Infiltration (I&I)	Florida	Miami Dade Water and Sewer Dep.	\$4,616,050.00	05/25/12	\$5,526,039.00	Robert B.	Jack R.
391	City of Miami Beach 18-09/10 Cntl. Bayshore/Lake Pancoast/ C	Florida	Miami Beach, FL	\$92,000.00	05/09/12	\$92,000.00	Robert B.	Jack R.
390	City of Oakland Park - Water Main Replacement - OPBW/MR2010	Florida	Broward City, FL	Work Order TBD	12/01/13	\$33,403.00	Pablo R.	Ron M.
		Florida	Miami Beach, FL	\$16,740,740.50	TBD	TBD	Robert B.	Jack R.
		Florida	Oakland Park, FL	\$1,371,930.00	04/01/11	\$1,041,001.00	Robert B.	Jack R.



LANZO Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Supper
389	City of Marathon Little Venice Phase IA Stormwater Proj.	Florida	Marathon, FL	\$138,760.00	12/21/10	\$137,200.00	James T. James T.	Jack R.
388	Broward City - Broadview Estates BP No. 2	Florida	Broward Cty., FL	\$10,905,530.00	#REF!	\$11,477,424.00	Pablo R. Pablo R.	Ron M.
387	Hallandale Beach 20" Force Main Emergency Repair	Florida	Hallandale Beach, FL	T & M	08/14/10	\$570,866.74	Pablo R. Pablo R.	Ron M.
386	MDWAS 72" Emergency FM Repair	Florida	Miami Dade Water and Sewer Dep.	\$370,000.00	07/24/10	\$606,536.18	Pablo R. Pablo R.	Ron M.
385	Broward City-Rock Island BP No.5	Florida	Broward Cty., FL	\$2,820,974.00	08/23/12	\$2,858,794.00	Pablo R. Pablo R.	Ron M.
384	Broward City- UAZ 124 BP No. 2	Florida	Broward Cty., FL	\$4,834,126.00	03/16/12	\$4,635,729.00	Pablo R. Pablo R.	Ron M.
383	MDWASD Red Road Canal Repair	Florida	Miami Dade Water and Sewer Dep.	\$115,000.00	03/21/10	\$139,085.00	Pablo R. Pablo R.	Michelle
382	MDWASD 54" WM Repair-Red Road E9332-WS	Florida	Miami Dade Water and Sewer Dep.	\$534,000.00	03/29/10	\$594,475.92	Pablo R. Pablo R.	Ron M.
381	Skanska-MDWASD S-819, Chlorine Building	Florida	Miami Dade Water and Sewer Dep.	\$100,200.00	01/08/10	\$100,200.00	Robert B. Robert B.	Ron M.
380	Broward City- UAZ 124 BP No. 1	Florida	Broward Cty., FL	\$10,383,436.00	08/08/11	\$10,553,039.00	Pablo R. Pablo R.	Ron M.
379	Coral Springs WTP and WWTF Improvements	Florida	Coral Springs, FL	\$17,600,000.00	08/15/12	\$18,155,000.00	Joe B. Steve B.	Steve B.
378	Hollywood 60" Repair, 09-8525A	Florida	Hollywood, FL	T & M	03/31/09	\$975,247.73	Pablo R. Pablo R.	Ron M.
376	City of Marathon-Area 5	Florida	Marathon, FL	\$19,126,494.00	07/08/11	\$20,487,925.73	James T. James T.	Jack R.
375	Skanska-MDWASD S-811	Florida	Miami Dade Water and Sewer Dep.	\$6,013,237.00	01/15/12	\$6,992,567.00	Robert B. Robert B.	Paul W.
374	Suffolk BBB-1 Demolition Project #207134	Florida	West Palm Beach, FL	\$585,000.00	NA	\$585,000.00	NA	NA
373	City of Deerfield Beach-Force Main, PO023510	Florida	Deerfield Beach, FL	\$96,000.00	06/13/08	\$96,000.00	Pablo R. Pablo R.	Ron M.
372	Village of Wellington-Water Transmission Main Ext. 3	Florida	Wellington, FL	\$2,766,730.00	11/04/08	\$2,527,418.50	Robert B. Robert B.	Jack R.
371	Broward City-North Andrews Gardens BP No. 9	Florida	Broward Cty., FL	\$2,838,241.40	05/31/09	\$2,979,640.59	Pablo R. Pablo R.	Ron M.
370	MDWASD-Emergency 36" Repair, B8583-0/08	Florida	Miami Dade Water and Sewer Dep.	\$832,000.00	02/11/08	\$832,000.00	James T. James T.	Ron M.
368	Limestone Creek Phase II-B #2002055	Florida	Palm Beach, FL	\$1,728,863.50	07/31/08	\$1,880,598.15	Robert B. Robert B.	Jack R.
367	City of Marathon-Service Areas 4 & 6	Florida	Marathon, FL	\$14,154,000.00	09/06/09	\$8,192,808.00	Joe B. Steve B.	Steve B.
366	MDWASD S-828 Site Preparation Blackpoint	Florida	Miami Dade Water and Sewer Dep.	\$14,471,955.00	11/12/08	\$13,407,485.78	Robert B. Robert B.	Jack R.
365	Suffolk BBB-1 Demolition Project #207134	Florida	West Palm Beach, FL	\$565,452.00	NA	\$565,452.00	NA	NA
364	Broward City-Ncnip Rock Island Bp No. 3	Florida	Broward Cty., FL	\$21,160,995.75	09/30/11	\$26,002,137.00	Pablo R. Pablo R.	Ron M.
363	Broward City-Ncnip Nw Quadrant Bp No. 8	Florida	Broward Cty., FL	\$16,678,266.90	07/08/09	\$16,812,079.77	Pablo R. Pablo R.	Ron M.
362	Palm Beach County-Northern Region WUD 05-061	Florida	Palm Beach, FL	\$5,632,296.93	10/15/07	\$5,861,972.00	James T. James T.	Jack R.
361	CE2M Hill-Sunrise Water Treatment Plant	Florida	Sunrise, FL	\$560,000.00	02/06/07	\$472,274.85	RWB/JMT Paul W.	Paul W.
360	City Of Boca Raton-42" Emergency Repair, PO 032947	Florida	Boca Raton, FL	T & M	07/25/06	\$116,764.00	MPT Paul W.	Paul W.
359	Village Of Wellington WM Extension Phase 2 Project No. 17-06/BMA	Florida	Wellington, FL	\$1,486,500.00	01/26/07	\$996,648.50	RWB/JMT Jack R.	Jack R.
358	City Of Oakland Park-Kimberly Lake Basin	Florida	Oakland Park, FL	\$5,728,370.00	09/10/07	\$5,499,238.00	RWB/JMT Ron M.	Ron M.
357	Hurricane Wilma	Florida	Ft. Lauderdale, FL	Work Order	NA	\$552,428.00	RWB/JMT Ron M.	Ron M.
356	City Of Ft. Lauderdale-E. Las Olas-Seven Isles No. 10751	Florida	Ft. Lauderdale, FL	\$0.00	NA	NA	NA	NA
355	Broward City--Broadview Estates Bp No. 1	Florida	Broward Cty., FL	\$13,897,356.20	08/15/08	\$15,627,945.71	Pablo R. Pablo R.	Ron M.
354	City Of Fort Lauderdale- Septic Area 12 And 17	Florida	Ft. Lauderdale, FL	\$0.00	NA	NA	NA	NA
353	MDWASD-ER 47609, 24" Force Main	Florida	Miami Dade Water and Sewer Dep.	\$1,141,090.00	12/28/05	\$1,097,478.24	James T. James T.	Jorge G.
352	FDOT-Orange 41394815201	Florida	FDOT	\$331,000.00	NA	\$314,000.00	Frank K. Jorge G.	Jorge G.
351	City Of Miramar-South Service Area 5	Florida	Miramar, FL	\$11,740,791.00	08/31/07	\$12,373,000.00	James T. James T.	Jorge G.
350	PBS&J S608B	Florida	Miami Dade Water and Sewer Dep.	\$188,450.00	04/13/05	\$181,597.04	Matt T. Ron M.	Ron M.
349	The City Of West Palm Beach-Dixie Hwy Wm Repl	Florida	West Palm Beach, FL	\$162,500.00	03/14/05	\$167,500.00	Robert B. Robert B.	Bob B.
348	City Of Fort Lauderdale-River Oaks/Jacobs Landing	Florida	Ft. Lauderdale, FL	\$576,481.21	05/05/06	\$533,673.00	Robert B. Robert B.	Gary D.
347	City Of Ft. Lauderdale-Shady Banks	Florida	Ft. Lauderdale, FL	\$2,582,609.69	05/26/06	\$1,268,549.00	Robert B. Robert B.	Gary D.
347	City Of Ft. Lauderdale-Annual	Florida	Ft. Lauderdale, FL	\$0.00	NA	NA	NA	NA
346	Broward City West Ken Lark No. 2	Florida	Broward Cty., FL	\$10,439,066.90	09/27/07	\$10,885,237.90	Pablo R. Pablo R.	Ron M.
345	MDWASD, JO 8605, 60" FM Repair	Florida	Miami Dade Water and Sewer Dep.	\$87,331.00	04/02/04	\$76,919.00	Matt T. Jorge G.	Jorge G.
344	MDWASD, W-849 W.M. IN Miami River	Florida	Miami Dade Water and Sewer Dep.	\$2,766,246.78	01/13/05	\$2,759,174.91	Matt T. Joe D.	Joe D.



Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
343	MDWASD, JO 8336, 96" Repair	Florida	Miami Dade Water and Sewer Dep.	\$58,100.00	12/14/04	\$77,030.88	Matt T.	Joe D.
342	Broward City North Andrews No. 6	Florida	Broward City, FL	\$9,074,190.17	09/25/06	\$9,071,312.13	Pablo R.	Jorge G.
341	LLS-Fpl Cooling Ponds Slipping	Florida	FPL	\$168,550.00	05/25/04	\$343,945.00	Scott S.	Glen S.
340	Nova High School Point Repair	Florida	Nova	\$31,500.00	NA	\$31,500.00	Scott S.	Ron M.
339	BND MDWAS S-784 DERM EAST 54" FM Design Build	Florida	Miami Dade Water and Sewer Dep.	\$4,301,480.00	05/01/07	\$5,072,126.17	Matt T.	Paul W.
338	Hemispheres Condominium	Florida	Home Owner Association	\$0.00	NA	NA	NA	NA
337	Broward City Cresthaven Bp No.3	Florida	Broward City, FL	\$10,681,664.00	04/04/06	\$10,822,404.84	Pablo R.	Jorge R.
336	MDWASD, S-737, FM&WM, SW194 STREET	Florida	Miami Dade Water and Sewer Dep.	\$2,489,736.59	06/07/04	\$2,434,285.52	Scott S.	Jorge R.
335	MDWASD PS#1003 ER-47383 S-700A-6B	Florida	Miami Dade Water and Sewer Dep.	\$356,183.00	01/27/04	\$245,345.20	Matt T.	Joe D.
334	City Of Key West Pump Station	Florida	Key West, FL	\$3,399,125.00	01/20/04	\$3,354,476.14	Mike B.	Steve B.
333	MDWASD PS #135 ER 47351-S-700A-6A	Florida	Miami Dade Water and Sewer Dep.	\$458,740.00	07/25/03	\$442,676.32	Matt T.	Ed Doty
332	MDWASD Miami River Crossing-S-718-9 W/O A	Florida	Miami Dade Water and Sewer Dep.	\$952,486.00	03/25/04	\$964,491.32	Matt T.	Ron M.
331	FDOT-Olive Ave PB Lakes To Lakeview	Florida	FDOT	\$7,772,813.00	08/21/06	\$11,094,126.12	Robert B.	Glenn
330	MDWSD, S-751 54" Rehabilitation	Florida	Miami Dade Water and Sewer Dep.	\$1,630,655.18	08/30/03	\$1,620,401.88	Matt T.	Ron M.
329	LLS-Broward County Intracoastal	Florida	Broward City, FL	\$161,060.63	06/30/03	\$62,148.94	Matt T.	Ron M.
328	Fort Lauderdale, Progresso A	Florida	Ft. Lauderdale, FL	\$1,433,915.00	07/09/03	\$1,567,115.00	Scott	Ron M.
327	FDOT-Dixie PB Lakes To Northwood	Florida	FDOT	\$6,741,714.80	09/26/05	\$6,957,980.70	Robert B.	Glenn
325	LLS-City Of Opa Locka	Florida	Opa Locka, FL	\$160,372.66	09/20/02	\$162,372.66	Jim L.	Ron M.
324	Broward City Package No. 7	Florida	Broward City, FL	\$10,172,038.39	09/29/04	\$10,157,670.73	Dave M.	Jorge G.
323	LLS-Hollywood	Florida	Diplomat-Hotel, Hollywood, FL	\$366,620.00	04/12/02	\$390,606.45	Matt T.	Ron M.
322	Miami-Dade County Col-Derm-Ecc	Florida	Miami Dade Water and Sewer Dep.	\$0.00	NA	NA	Jim L.	Jim L.
321	Palm Bch, Atlantic Ave 42" WM,24" RC	Florida	Palm Beach, FL	\$2,292,596.17	01/31/04	\$2,235,206.27	Robert B.	Paul W.
320	"Antares" Tugboat	Florida	FDOT	\$0.00	NA	NA	NA	NA
319	FDOT-Powerline Road	Florida	FDOT	\$10,234,000.00	01/15/04	\$11,069,898.00	Scott	Jorge R.
318	Broward City 42" Cleaning	Florida	Broward City, FL	\$0.00	02/15/01	NA	Jim	Bob F.
317	Broward City Package No. 2 Riverland	Florida	Broward City, FL	\$10,411,585.00	03/10/05	\$11,571,539.00	Scott S.	Jorge R.
316	Broward City Package No. 9 South County	Florida	Broward City, FL	\$12,318,400.00	09/30/03	\$12,152,903.00	Dave M.	Jorge G.
315	MDWASD, S-700A-6, P.S. Blanket	Florida	Miami Dade Water and Sewer Dep.	\$0.00	NA	NA	NA	NA
314	MDWASD, S-718-9, Pipe Blanket	Florida	Miami Dade Water and Sewer Dep.	\$0.00	NA	NA	NA	NA
MB14	Lansing CSO Remediation Interceptor Sewer	Michigan	Lansing, City of	\$9,200,000.00	01/01/03	\$9,293,057.00	Gary D. Jr.	Mark K
313	MDWASD, W-788R 54" PCCP WM	Florida	Miami Dade Water and Sewer Dep.	\$3,688,337.80	02/06/02	\$3,686,051.47	Matt T.	Paul W.
312	FDOT-SR NO. 5, US 1, Broadway	Florida	FDOT	\$13,897,008.52	12/04/03	\$15,349,801.52	Robert B.	Glenn
311	MDWASD, 54" FM Emergency Repairs	Florida	Miami Dade Water and Sewer Dep.	\$1,112,000.00	07/08/00	\$1,112,000.00	Jim	Bob F.
310	MPSIP Remedial Repairs	Florida	Miami Dade Water and Sewer Dep.	\$0.00	NA	NA	Joe	Joe
309	MDWASD, W-789 54" PCCP WM	Florida	Miami Dade Water and Sewer Dep.	\$1,849,637.00	09/30/01	\$1,945,759.13	Matt T.	Paul S.
308	Palm Bch, Sr No. 7 42" Water Main	Florida	Palm Beach, FL	\$3,186,020.00	10/23/00	\$1,605,689.52	Robert B.	Paul W.
307	Key West, Dist Da San Rehab	Florida	Key West, FL	\$5,010,379.00	01/14/02	\$5,010,379.00	Scott	Glenn
306	PAWA, MDWASD S-728 NW 7 TH AVE.	Florida	Miami Dade Water and Sewer Dep.	\$6,149,700.00	09/25/01	\$6,232,975.00	Matt T.	Jorge G.
305	City Of Miramar-Intrastate	Florida	Miramar, FL	\$980,000.00	11/22/00	\$1,052,864.74	Jim	Jorge G.
304	35 Avenue Box Culvert & Fm	Florida	Broward City, FL	\$4,852,765.00	06/01/01	\$5,112,791.80	Jim	Paul
303	City Of Hialeah Emergency Repair	Florida	Hialeah, FL	\$21,941.85	NA	\$21,941.85	Jim	Jorge G.
302	FDOT-Cleveland Rd Bridge	Florida	FDOT	\$812,749.75	09/08/00	\$761,894.10	Masood	George
301	MDWASD, 54" Emergency Repair	Florida	Miami Dade Water and Sewer Dep.	\$199,633.10	NA	\$199,633.10	Jim	Jorge
MB01	PC-732 Leib Screening And Disinfection Facility	Michigan	Detroit, City Of	\$24,700,000.00	12/01/03	\$24,739,648.00	Dan Sand	Jack P.
300	FDOT-Sample Road	Florida	FDOT	\$6,426,550.30	09/09/00	\$7,558,687.13	Robert B.	Mignel





Financial Statements

Only Available If Apparent Low Bidder and

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Confidentiality

Fiscal Year End December 31, 2017

Section 9