

**BID FORM**  
**BID NO. 2018-049**  
**Lift Station Rehabilitation and Repair**

All bid items shall include costs for furnishing to the City all materials, equipment, and supplies and for all costs incurred in completing the work including installation of all materials, equipment, and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead and profit.

It is the intent of the City to not use line items in this Bid Form as standalone projects, but rather for Lift Station Rehabilitation projects under a continuous contract for as needed services where Contractor will have an opportunity to visit the station/site intended for service and identify applicable line items in conjunction with the City to encompass Work Order(s) as needed. Bidder must bid on all items. Failure to bid all items will result in bidders bid response being considered non-responsive and thereby rejected. "Est. Qty" shall mean "Estimated Annual Quantity".

GENERAL CONDITIONS					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
1	Site Mobilization/Demobilization (per station)	EA	15	2,384. <sup>00</sup>	35,760. <sup>00</sup>
2	City Approved Maintenance of Traffic per station ( <i>minor</i> , no lane closure of intersection) - Up to 45 days	EA	10	770. <sup>00</sup>	7,700. <sup>00</sup>
3	City Approved Maintenance of Traffic per station ( <i>major</i> , includes lane and sidewalk closures or disruption of traffic flow at a busy intersection) -Up to 45 days	EA	6	3,850. <sup>00</sup>	23,100. <sup>00</sup>
4	NPDES Permit/Erosion Protection Measures (per station)	EA	15	1,100. <sup>00</sup>	16,500. <sup>00</sup>
ROADWAYS					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
5	Remove & Dispose of Existing Asphalt Section (varying thickness)	SY	100	14.50	1,450. <sup>00</sup>
6	Remove & Dispose of Existing Subgrade (varying thickness)	SY	275	10. <sup>00</sup>	2,750. <sup>00</sup>
7	1-1/2" Type S-3 Asphalt (2-3/4" lifts)	SY	2250	21. <sup>00</sup>	47,250. <sup>00</sup>
8	2" Type S-3 Asphalt (2-1" lifts)	SY	1300	23. <sup>50</sup>	30,550. <sup>00</sup>
9	Mill & Resurface asphalt roadway (1")	SY	3000	13. <sup>50</sup>	40,500. <sup>00</sup>
10	8" Limerock Base (LBR 100) (includes prime and tack coat)	SY	3000	12. <sup>00</sup>	36,000. <sup>00</sup>
11	12" Compacted Subgrade	SY	3000	3. <sup>00</sup>	9,000. <sup>00</sup>
12	Concrete Sidewalk (4" thick)	SY	750	32. <sup>50</sup>	24,375. <sup>00</sup>
13	Concrete Sidewalk (6" thick)	SY	750	35. <sup>10</sup>	26,325. <sup>00</sup>

Company Name: Intercounty Engineering, Inc.

## (Cont.) BID FORM

<b>(CONT.) ROADWAYS</b>					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
14	Remove Existing Concrete (4" thick) (non-sidewalk)	SY	750	33.20	24,900. <sup>00</sup>
15	Remove Existing Concrete (6" thick) (non-sidewalk)	SY	750	37. <sup>00</sup>	27,750. <sup>00</sup>
16	Remove Existing Asphalt (1" thick) (non-roadway)	SY	1240	2.50	3,100. <sup>00</sup>
17	Remove Existing Asphalt (1.5") (non-roadway)	SY	1250	3.50	4,375. <sup>00</sup>
18	Remove Existing Asphalt (2" thick) (non-roadway)	SY	1250	6. <sup>00</sup>	7,500. <sup>00</sup>
19	Remove Existing Asphalt (> 2" thick) (non-roadway)	SY	1250	8. <sup>00</sup>	10,000. <sup>00</sup>
20	Flowable Fill (psi)	CY	250	150. <sup>00</sup>	37,500. <sup>00</sup>
21	Reinstall Existing Roadway Signage	EA	15	150. <sup>00</sup>	2,250. <sup>00</sup>

<b>WATER</b>					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
22	Relocate 3/4" PE Water Service (up to 30'), includes relocation of above grade water service components and supply and install of all below grade system components.	EA	3	1,384. <sup>00</sup>	4,152. <sup>00</sup>
23	Relocate 1" PE Water Service (up to 30'), includes relocation of above grade water service components and supply and install of all below grade system components.	EA	3	1,680. <sup>00</sup>	5,040. <sup>00</sup>
24	Relocate 2" PE Water Service (up to 30'), includes relocation of above grade water service components and supply and install of all below grade system components.	EA	3	3,181. <sup>00</sup>	9,543. <sup>00</sup>
25	1" PE Water Service w/curb stop, w/1" RPZ assembly and hose bib (per City detail), (includes up to 30' of water service poly tubing and tapping mains up to 12" diameter)	EA	10	1,650. <sup>00</sup>	16,500. <sup>00</sup>
26	1" Water Service beyond the 30'	LF	5	177. <sup>00</sup>	885. <sup>00</sup>
27	2" PE Water Service w/curb stop, w/2" RPZ assembly and hose bib, and 2" connection for fire hose (per City detail), (includes up to 30' of water service poly tubing and tapping mains up to 12" diameter)	EA	8	2,400. <sup>00</sup>	19,200. <sup>00</sup>
28	2" Water Service beyond the 30'	LF	5	245. <sup>00</sup>	1,225. <sup>00</sup>

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## (Cont.) BID FORM

SEWER					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
29	By-Pass Pumping (4" pump) w/high level float and alarm	DAY	350	400. <sup>00</sup>	140,000. <sup>00</sup>
30	By-Pass Pumping (6" pump) w/high level float and alarm	DAY	175	685. <sup>00</sup>	119,875. <sup>00</sup>
31	By-Pass Pumping (8" pump) w/high level float and alarm	DAY	90	957. <sup>00</sup>	86,130. <sup>00</sup>
32	By-Pass Pumping (10" pump) w/high level float and alarm	DAY	90	1,100. <sup>00</sup>	99,000. <sup>00</sup>
33	Remove Wetwell Top and Cone (4' round)	EA	5	1,556. <sup>00</sup>	7,780. <sup>00</sup>
34	Remove Wetwell Top and Cone (6' round)	EA	8	1,556. <sup>00</sup>	12,448. <sup>00</sup>
35	Remove Wetwell Top and Cone (8' round)	EA	10	1,785. <sup>00</sup>	17,850. <sup>00</sup>
36	Remove Wetwell Top and Cone (10' round)	EA	4	2,230. <sup>00</sup>	8,920. <sup>00</sup>
37	Remove Wetwell Top and Cone (12' round)	EA	4	2,377. <sup>00</sup>	9,508. <sup>00</sup>
38	Remove Wetwell Top Slab (6' square)	EA	3	<del>2,070.<sup>00</sup></del> 1,556. <sup>00</sup>	<del>6,210.<sup>00</sup></del> 3,112. <sup>00</sup>
39	Remove and Salvage Existing Pump and Deliver to the City	EA	25	560. <sup>00</sup>	14,000. <sup>00</sup>
40	4' Diameter Concrete Riser Ring	LF	7	1,500. <sup>00</sup>	10,500. <sup>00</sup>
41	6' Diameter Concrete Riser Ring	LF	10	1,600. <sup>00</sup>	16,000. <sup>00</sup>
42	8' Diameter Concrete Riser Ring	LF	25	2,000. <sup>00</sup>	50,000. <sup>00</sup>
43	10' Diameter Concrete Riser Ring	LF	6	2,400. <sup>00</sup>	14,400. <sup>00</sup>
44	12' Diameter Concrete Riser Ring	LF	5	3,200. <sup>00</sup>	16,000. <sup>00</sup>
45	6' Square Concrete Riser	LF	4	1,100. <sup>00</sup>	4,400. <sup>00</sup>
46	30"x36" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H20 Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	3	2,200. <sup>00</sup>	6,600. <sup>00</sup>
47	30"x48" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H20 Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	5	2,674. <sup>00</sup>	13,370. <sup>00</sup>
48	36"x36" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H20 Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	3	2,471. <sup>00</sup>	7,413. <sup>00</sup>

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**(Cont.) BID FORM**

<b>(CONT.) SEWER</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
49	36"x48" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H2O Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	10	3,158. <sup>00</sup>	31,580. <sup>00</sup>
50	36"x60" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H2O Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	3	4,300. <sup>00</sup>	12,900. <sup>00</sup>
51	48"x54" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H2O Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	3	4,900. <sup>00</sup>	14,700. <sup>00</sup>
52	48"x72" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H2O Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	3	6,500. <sup>00</sup>	19,500. <sup>00</sup>
53	60"x60" Watertight (floodtight/gastight) Angle Frame, Single Cover, Access Door, w/H2O Wheel Loading (Model W-AHS as manufactured by U.S.F. Fabrication, Inc.)	EA	3	7,000. <sup>00</sup>	21,000. <sup>00</sup>
54	32" Hinged, PAMREX Manhole Covers (as manufactured by Certain Teed, Inc.) for Access to Underground Structures in Traffic Areas	EA	3	1,500. <sup>00</sup>	4,500. <sup>00</sup>
55	Grouting	GAL	500	150. <sup>00</sup>	75,000. <sup>00</sup>
56	High Pressure Injection Grouting	GAL	500	220. <sup>50</sup>	110,250. <sup>00</sup>
57	Concrete Top Slab for Valve Vault and/or Wetwell (6" thick) w/Rebar at 6" O.C.E.W.	CY	40	1,503. <sup>00</sup>	60,120. <sup>00</sup>
58	Concrete Top Slab for Valve Vault and/or Wetwell (8" thick) w/Rebar at 6" O.C.E.W.	CY	40	1,800. <sup>00</sup>	72,000. <sup>00</sup>
59	Concrete Top Slab in High Traffic Area for Valve Vault and/or Wetwell (12" thick) w/ Double Mat Rebar at 6" O.C.E.W.	CY	25	2,000. <sup>00</sup>	50,000. <sup>00</sup>
60	Furnish and Install 4" Vent Piping per City detail	EA	10	1,300. <sup>00</sup>	13,000. <sup>00</sup>
61	Furnish and Install 6" Vent Piping per City detail	EA	4	1,525. <sup>00</sup>	6,100. <sup>00</sup>
62	Furnish and Install 4" EZ Vent™ BioVent Package with 12" BioVent Cartridge (4"BVC412F)	EA	10	600. <sup>00</sup>	6,000. <sup>00</sup>
63	Furnish and Install 6" EZ Vent™ BioVent Package with 12" BioVent Cartridge (6"BVC612F)	EA	4	800. <sup>00</sup>	3,200. <sup>00</sup>
64	Remove Existing Concrete Fillet in 4' Diameter Wetwell	EA	3	1,430. <sup>00</sup>	4,290. <sup>00</sup>
65	Remove Existing Concrete Fillet in 6' Diameter Wetwell	EA	6	1,800. <sup>00</sup>	10,800. <sup>00</sup>
66	Remove Existing Concrete Fillet in 8' Diameter Wetwell	EA	10	2,100. <sup>00</sup>	21,000. <sup>00</sup>

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(Cont.) BID FORM

(CONT.) SEWER					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
67	Remove Existing Concrete Fillet in 10' Diameter Wetwell	EA	2	2,800. <sup>00</sup>	5,600. <sup>00</sup>
68	Remove Existing Concrete Fillet in 12' Diameter Wetwell	EA	2	4,100. <sup>00</sup>	8,200. <sup>00</sup>
69	Remove Existing Concrete Fillet in 6' Square Wetwell	EA	1	1,450. <sup>00</sup>	1,450. <sup>00</sup>
70	Construct New Concrete Fillet in 4' Diameter Wetwell	EA	3	950. <sup>00</sup>	2,850. <sup>00</sup>
71	Construct New Concrete Fillet in 6' Diameter Wetwell	EA	6	1,050. <sup>00</sup>	6,300. <sup>00</sup>
72	Construct New Concrete Fillet in 8' Diameter Wetwell	EA	10	1,250. <sup>00</sup>	12,500. <sup>00</sup>
73	Construct New Concrete Fillet in 10' Diameter Wetwell	EA	2	1,925. <sup>00</sup>	3,850. <sup>00</sup>
74	Construct New Concrete Fillet in 12' Diameter Wetwell	EA	2	2,625. <sup>00</sup>	5,250. <sup>00</sup>
75	Construct New Concrete Fillet in 6' Square Wetwell	EA	1	1,275. <sup>00</sup>	1,275. <sup>00</sup>
76	4" Underground DeZurik Plug Valve (restrained joint)	EA	8	842. <sup>00</sup>	6,736. <sup>00</sup>
77	6" Underground DeZurik Plug Valve (restrained joint)	EA	6	1,447. <sup>00</sup>	8,682. <sup>00</sup>
78	8" Underground DeZurik Plug Valve (restrained joint)	EA	2	1,914. <sup>00</sup>	3,828. <sup>00</sup>
79	10" Underground DeZurik Plug Valve (restrained joint)	EA	2	1,583. <sup>00</sup>	3,166. <sup>00</sup>
80	12" Underground DeZurik Plug Valve (restrained joint)	EA	2	3,818. <sup>00</sup>	7,636. <sup>00</sup>
81	4" Flanged DeZurik Plug Valve	EA	40	1,060. <sup>00</sup>	42,400. <sup>00</sup>
82	6" Flanged DeZurik Plug Valve	EA	26	2,100. <sup>00</sup>	54,600. <sup>00</sup>
83	8" Flanged DeZurik Plug Valve	EA	10	2,500. <sup>00</sup>	25,000. <sup>00</sup>
84	10" Flanged DeZurik Plug Valve	EA	6	4,600. <sup>00</sup>	27,600. <sup>00</sup>
85	4" Kennedy Check Valves (lever & weight)	EA	12	2,100. <sup>00</sup>	25,200. <sup>00</sup>
86	6" Kennedy Check Valves (lever & weight)	EA	6	3,200. <sup>00</sup>	19,200. <sup>00</sup>

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## (Cont.) BID FORM

(CONT.) SEWER					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
87	8" Kennedy Check Valves (lever & weight)	EA	4	4,300. <sup>00</sup>	17,200. <sup>00</sup>
88	10" Kennedy Check Valves (lever & weight)	EA	4	7,000. <sup>00</sup>	28,000. <sup>00</sup>
89	DIP Fittings - This bid item includes all flanged and mechanical joint fittings 4" to 24" that are not called out in other bid items (epoxy lined)	TON	10	8,333. <sup>00</sup>	83,330. <sup>00</sup>
90	Epoxy coated 4" Ductile Iron Pipe (includes flanged piping inside wetwells, fittings and removal of existing pipe in wetwell)	LF	1000	62. <sup>00</sup>	62,000. <sup>00</sup>
91	Epoxy coated 6" Ductile Iron Pipe (includes flanged piping inside wetwells, fittings and removal of existing pipe in wetwell)	LF	400	73. <sup>00</sup>	29,200. <sup>00</sup>
92	Epoxy coated 8" Ductile Iron Pipe (includes flanged piping inside wetwells, fittings and removal of existing pipe in wetwell)	LF	225	86. <sup>00</sup>	19,350. <sup>00</sup>
93	Epoxy coated 10" Ductile Iron Pipe (includes flanged piping inside wetwells, fittings and removal of existing pipe in wetwell)	LF	100	110. <sup>00</sup>	11,000. <sup>00</sup>
94	Epoxy Coated 12" Ductile Iron Pipe (for minor FM connections or repairs; includes fittings)	LF	50	128. <sup>00</sup>	6,400. <sup>00</sup>
95	Epoxy Coated 14" Ductile Iron Pipe (for minor FM connections or repairs; includes fittings)	LF	25	106. <sup>00</sup>	2,650. <sup>00</sup>
96	Epoxy Coated 16" Ductile Iron Pipe (for minor FM connections or repairs; includes fittings)	LF	25	121. <sup>00</sup>	3,025. <sup>00</sup>
97	Epoxy Coated 18" Ductile Iron Pipe (for minor FM connections or repairs; includes fittings)	LF	25	138. <sup>00</sup>	3,450. <sup>00</sup>
98	Epoxy Coated 20" Ductile Iron Pipe (for minor FM connections or repairs; includes fittings)	LF	25	155. <sup>00</sup>	3,875. <sup>00</sup>
99	Epoxy Coated 24" Ductile Iron Pipe (for minor FM connections or repairs; includes fittings)	LF	25	200. <sup>00</sup>	5,000. <sup>00</sup>
100	Core Drill Into Existing Wetwell for 4" to 6" Ductile Iron Pipe	EA	40	450. <sup>00</sup>	18,000. <sup>00</sup>
101	Core Drill Into Existing Wetwell for 8" to 10" Ductile Iron Pipe	EA	8	550. <sup>00</sup>	4,400. <sup>00</sup>
102	Install City Furnished Pumps & Base Elbows for 4" Sewage Pumps	EA	18	1,500. <sup>00</sup>	27,000. <sup>00</sup>
103	Install City Furnished Pumps & Base Elbows for 6" Sewage Pumps	EA	10	1,800. <sup>00</sup>	18,000. <sup>00</sup>
104	Install City Furnished Pumps & Base Elbows for 8" Sewage Pumps	EA	4	2,000. <sup>00</sup>	8,000. <sup>00</sup>
105	Install City Furnished Pumps & Base Elbows for 10" Sewage Pumps	EA	4	2,500. <sup>00</sup>	10,000. <sup>00</sup>

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**(Cont.) BID FORM**

<b>(CONT.) SEWER</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
106	Surface Prep should include sandblasting and Coat the Interior Well Surface Per Coating for 4' Diameter Wetwell	LF	55	182. <sup>00</sup>	10,010. <sup>00</sup>
107	Surface Prep and Coat the Interior Well Surface Per Coating for 6' Diameter Wetwell	LF	75	275. <sup>00</sup>	20,625. <sup>00</sup>
108	Surface Prep and Coat the Interior Well Surface Per Coating for 8' Diameter Wetwell	LF	200	365. <sup>00</sup>	73,000. <sup>00</sup>
109	Surface Prep and Coat the Interior Well Surface Per Coating for 10' Diameter Wetwell	LF	50	457. <sup>00</sup>	22,850. <sup>00</sup>
110	Surface Prep and Coat the Interior Well Surface Per Coating for 12' Diameter Wetwell	LF	45	550. <sup>00</sup>	24,750. <sup>00</sup>
111	Remove existing wet well liner (Agu-liner or similar)	EA	5	4,290. <sup>00</sup>	21,450. <sup>00</sup>
112	Remove existing wet well coating	EA	8	3,510. <sup>00</sup>	28,080. <sup>00</sup>
113	Surface Prep and Coat the Interior Well Surface per Coating for 6' Square Wetwell	LF	40	370. <sup>00</sup>	14,800. <sup>00</sup>
114	Remove & Dispose Existing Valves, Piping, Sump Pump, and Miscellaneous Equipment From Valve Vault (Unless Notified Otherwise by the City)	LS	15	1,725. <sup>00</sup>	25,875. <sup>00</sup>
115	Remove & Dispose Existing Valves, Piping, Sump Pump, and Miscellaneous Equipment From Wet Well (Unless Notified Otherwise by the City)	LS	15	1,917. <sup>50</sup>	28,762. <sup>50</sup>
116	2" PVC Drain Line From Valve Vault to Wetwell and 2" Tideflex Check Valve, Including Core Drill of Existing Wetwell (per City detail)	EA	15	900. <sup>00</sup>	13,500. <sup>00</sup>
117	Pre-Fabricated Concrete Valve Vault with Bottom Slab (size:48"x48")	EA	8	6,100. <sup>00</sup>	48,800. <sup>00</sup>
118	Pre-Fabricated Concrete Valve Vault with Bottom Slab (size:58"x60")	EA	8	8,000. <sup>00</sup>	64,000. <sup>00</sup>
119	Pre-Fabricated Concrete Valve Vault with Bottom Slab (size:60"x84")	EA	1	9,900. <sup>00</sup>	9,900. <sup>00</sup>
120	Pre-Fabricated Concrete Valve Vault with Bottom Slab (size:72"x72")	EA	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
121	Cast-in-Place Concrete Valve Vault with Bottom Slab (size:48"x48")	EA	2	8,654.10	17,308.20
122	Cast-in-Place Concrete Valve Vault with Bottom Slab (size:58"x60")	EA	2	10,741.77	21,483.54
123	Cast-in-Place Concrete Valve Vault with Bottom Slab (size:60"x84")	EA	1	13,025.87	13,025.87
124	Cast-in-Place Concrete Valve Vault with Bottom Slab (size:72"x72")	EA	1	13,404.82	13,404.82

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**(Cont.) BID FORM**

<b>(CONT.) SEWER</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
125	4" DIP Piping and Fittings, Pressure Gauges (Oil Filled), and Camlok Fitting w/dust Cover Inside Valve Vault or Above Ground Manifold Piping, Per City Details (duplex)	EA	10	6,415. <sup>00</sup>	64,150. <sup>00</sup>
126	6" DIP Piping and Fittings, Pressure Gauges (Oil Filled), and Camlok Fitting w/dust Cover Inside Valve Vault or Above Ground Manifold Piping, Per City Details (duplex)	EA	10	9,300. <sup>00</sup>	93,000. <sup>00</sup>
127	8" DIP Piping and Fittings, Pressure Gauges (Oil Filled), and Bauer Fitting w/dust Cover Inside Valve Vault or Above Ground Manifold Piping, Per City Details (duplex)	EA	3	12,650. <sup>00</sup>	37,950. <sup>00</sup>
128	10" DIP Piping and Fittings, Pressure Gauges (Oil Filled), and Bauer Fitting w/dust Cover Inside Valve Vault or Above Ground Manifold Piping, Per City Details (duplex)	EA	3	15,765. <sup>00</sup>	47,295. <sup>00</sup>
129	6" DIP Piping and Fittings, Pressure Gauges (Oil Filled), and Camlock Fitting w/dust Cover Inside Valve Vault or Above Ground Manifold Piping, Per City Details (triplex)	EA	5	8,500. <sup>00</sup>	42,500. <sup>00</sup>
130	8" DIP Piping and Fittings, Pressure Gauges (Oil Filled), and Bauer Fitting w/dust Cover Inside Valve Vault or Above Ground Manifold Piping, Per City Details (triplex)	EA	3	10,800. <sup>00</sup>	32,400. <sup>00</sup>
131	Demolish Existing Can 4' Below Grade and Cut a Hole in the Floor	EA	15	3,227. <sup>00</sup>	48,405. <sup>00</sup>
132	Demolish and remove Existing check valve concrete vault	EA	8	3,845. <sup>00</sup>	30,760. <sup>00</sup>
133	Rubber Tubing & Conduit per the City Details	LF	400	22.39	8,956. <sup>00</sup>
134	Install City provided Guide Rails Systems and Upper guide brackets(per pump) & Remove Existing Systems	EA	30	920.40	27,612. <sup>00</sup>
135	Furnish and Install SS Float and Cable Rack per pump	EA	30	460. <sup>00</sup>	13,800. <sup>00</sup>
136	Furnish and Install Pump Base Anchor Plate per the City Detail (size varies)	EA	30	1402. <sup>00</sup>	42,060. <sup>00</sup>
137	Furnish and Install SS Achor Plate and footer step for pump bases	EA	6	2,123. <sup>00</sup>	12,738. <sup>00</sup>
138	Furnish and Install new wetwell floor (6" height) and include bench wall	EA	12	2,943. <sup>00</sup>	35,316. <sup>00</sup>
139	Furnish Install new wetwell floor (8" height) and include bench wall	EA	12	4,600. <sup>00</sup>	55,200. <sup>00</sup>
140	Furnish and Install 4'x8'x1/2" Carbon Steel Plate to Reinforce Floor of Lift Station (for new pump base installation)	EA	4	2,000. <sup>00</sup>	8,000. <sup>00</sup>
141	Provide Start-Up Services for the Lift Station	EA	15	3,218. <sup>00</sup>	48,270. <sup>00</sup>

Company Name: Intercounty Engineering, Inc.

## (Cont.) BID FORM

ELECTRICAL/INSTRUMENTATION					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
142	Coordinate with FPL as Required to Complete Electrical Work - Pole mounted service	HR	30	234. <sup>00</sup>	7,020. <sup>00</sup>
143	Coordinate with FPL as Required to Complete Electrical Work - Pad mounted service	HR	30	234. <sup>00</sup>	7,020. <sup>00</sup>
144	Demo existing equipment Rack	EA	15	1,300. <sup>00</sup>	19,500. <sup>00</sup>
145	Demo meter can	EA	15	330. <sup>00</sup>	4,950. <sup>00</sup>
146	Demo main disconnect and associated phase monitor	EA	15	360. <sup>00</sup>	5,400. <sup>00</sup>
147	Demo Lift Station Control Panel	EA	15	1,090. <sup>00</sup>	16,350. <sup>00</sup>
148	Demo RTU	EA	15	770. <sup>00</sup>	11,550. <sup>00</sup>
149	Demo termination box and fittings	EA	15	11. <sup>00</sup>	165. <sup>00</sup>
150	Demo antenna and cable	EA	15	1154. <sup>00</sup>	17,310. <sup>00</sup>
151	Demo antenna mast and footer	EA	15	1550. <sup>00</sup>	23,250. <sup>00</sup>
152	Furnish and install complete electrical equipment rack	EA	15	3480. <sup>00</sup>	52,200. <sup>00</sup>
153	Furnish and install meter can	EA	15	1,068. <sup>00</sup>	16,020. <sup>00</sup>
154	Furnish and install main phase monitor assembly	EA	15	2,100. <sup>00</sup>	31,500. <sup>00</sup>
155	Install Owner (City) furnished duplex control panel	EA	8	1,700. <sup>00</sup>	13,600. <sup>00</sup>
156	Install Owner furnished triplex control panel	EA	2	2,600. <sup>00</sup>	5,200. <sup>00</sup>
157	Furnish and install RTU	EA	8	19,885. <sup>00</sup>	159,080. <sup>00</sup>
158	Install Owner furnished RTU	EA	15	1,154. <sup>00</sup>	17,310. <sup>00</sup>
159	Furnish and install 8"x8"x6" explosion proof terminal boxes and fittings	EA	60	2,381. <sup>00</sup>	142,860. <sup>00</sup>
160	Furnish and Install 1" PVC Coated EYSR Fittings with Duct Seal or City approved equal	EA	30	1,454. <sup>00</sup>	43,620. <sup>00</sup>
161	Furnish and Install 2" PVC Coated EYSR Fittings with Duct Seal or City approved equal	EA	30	1,500. <sup>00</sup>	45,000. <sup>00</sup>
162	Furnish and Install 3" PVC Coated EYSR Fittings with Duct Seal or City approved equal	EA	8	2,550. <sup>00</sup>	20,400. <sup>00</sup>

Company Name: Intercounty Engineering, Inc.



## (Cont.) BID FORM

(CONT.) ELECTRICAL/INSTRUMENTATION					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
163	Furnish and Install 1" PVC Coated EYS Fittings with Chico Cement	EA	60	371. <sup>00</sup>	22,260. <sup>00</sup>
164	Furnish and Install 2" PVC Coated EYS Fittings with Chico Cement	EA	30	541. <sup>00</sup>	16,230. <sup>00</sup>
165	Furnish and Install 3" PVC Coated EYS Fittings with Chico Cement	EA	30	504. <sup>00</sup>	15,120. <sup>00</sup>
166	Furnish and Install # 12 AWG - THNN	LF	250	4. <sup>00</sup>	1,000. <sup>00</sup>
167	Furnish and Install # 10 AWG - THNN	LF	250	2.40	600. <sup>00</sup>
168	Furnish and Install # 8 AWG - THNN	LF	400	2.75	1,100. <sup>00</sup>
169	Furnish and Install # 6 AWG - XHHW	LF	750	3. <sup>00</sup>	2,250. <sup>00</sup>
170	Furnish and Install # 4 AWG - XHHW	LF	250	4. <sup>50</sup>	1,125. <sup>00</sup>
171	Furnish and Install # 2 AWG - XHHW	LF	150	280. <sup>00</sup>	42,000. <sup>00</sup>
172	Furnish and Install # 1 AWG - XHHW	LF	250	5.50	1,375. <sup>00</sup>
173	Furnish and Install # 1/0 AWG - XHHW	LF	150	6.50	975. <sup>00</sup>
174	Furnish and Install # 2/0 AWG - XHHW	LF	150	7.60	1,140. <sup>00</sup>
175	Furnish and Install # 3/0 AWG - XHHW	LF	150	9. <sup>00</sup>	1,350. <sup>00</sup>
176	Furnish and Install # 4/0 AWG - XHHW	LF	150	63. <sup>00</sup>	9,450. <sup>00</sup>
177	Radio Survey	EA	15	2,480. <sup>00</sup>	37,200. <sup>00</sup>
178	Furnish and install antenna mast	EA	15	2,500. <sup>00</sup>	37,500. <sup>00</sup>
179	Raise existing control panel	EA	15	1,060. <sup>00</sup>	15,900. <sup>00</sup>
180	Furnish and install new overloads - Size 2 starter	EA	10	830. <sup>00</sup>	8,300. <sup>00</sup>
181	Furnish and install new overloads - Size 3 starter	EA	10	830. <sup>00</sup>	8,300. <sup>00</sup>
182	Furnish and install 4" aluminum posts and SS unistrut for Existing Control Panel	EA	20	2,695. <sup>00</sup>	53,900. <sup>00</sup>
183	Install ground rods, test well and grid per City Detail	EA	40	986. <sup>00</sup>	39,440. <sup>00</sup>

Company Name: Intercounty Engineering, Inc.

(Cont.) BID FORM

(CONT.) ELECTRICAL/INSTRUMENTATION					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
184	Remove existing conduit	LF	550	10 <sup>00</sup>	5,500 <sup>00</sup>
185	Furnish and Install 1" PVC Coated Conduit	LF	550	57 <sup>00</sup>	31,350 <sup>00</sup>
186	Furnish and Install 1" PVC Schedule 80 Conduit	LF	550	33 <sup>00</sup>	18,150 <sup>00</sup>
187	Furnish and Install 2" PVC Coated Conduit	LF	550	111 <sup>00</sup>	61,050 <sup>00</sup>
188	Furnish and Install 2" PVC Schedule 80 Conduit	LF	550	24 <sup>00</sup>	13,200 <sup>00</sup>
189	Furnish and Install 3" PVC Coated Conduit	LF	275	250 <sup>00</sup>	68,750 <sup>00</sup>
190	Furnish and Install 3" PVC Schedule 80 Conduit	LF	275	50 <sup>00</sup>	13,750 <sup>00</sup>
191	Core drill Existing wetwell for conduit (1 core per wetwell for all conduit)	EA	15	480 <sup>00</sup>	7,200 <sup>00</sup>
192	Furnish and Install High level float	EA	15	385 <sup>00</sup>	5,775 <sup>00</sup>
193	Furnish and install Low level float	EA	15	385 <sup>00</sup>	5,775 <sup>00</sup>
194	Furnish and Install Ultrasonic Level transducer and transmitter	EA	10	5,200 <sup>00</sup>	52,000 <sup>00</sup>
195	Install Owner furnished Ultrasonic Level transducer and transmitter	EA	8	1,400 <sup>00</sup>	11,200 <sup>00</sup>
196	Furnish and Install Pressure Level transducer and transmitter	EA	10	5,600 <sup>00</sup>	56,000 <sup>00</sup>
197	Install Owner furnished Pressure Level transducer and transmitter	EA	8	900 <sup>00</sup>	7,200 <sup>00</sup>

MISCELLANEOUS					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
198	Remove & Dispose of Fill	CY	250	25 <sup>00</sup>	6,250 <sup>00</sup>
199	Imported Backfill	CY	250	39 <sup>00</sup>	9,750 <sup>00</sup>
200	Density Tests	EA	15	100 <sup>00</sup>	1,500 <sup>00</sup>
201	Bahia Sod	SF	1500	60	900 <sup>00</sup>

Company Name: Intercounty Engineering, Inc.

## (Cont.) BID FORM

(CONT.) MISCELLANEOUS					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
202	Floritam (St. Augustine) Sod	SF	1500	.70	1,050. <sup>00</sup>
203	Install Bubbler System Air Line	EA	15	1,790. <sup>00</sup>	26,850. <sup>00</sup>
204	Missle Water Service or Electrical Conduit across paved roadways (0-50 ft)	LF	750	30. <sup>00</sup>	22,500. <sup>00</sup>
205	Missle Water Service or Electrical Conduit across paved roadways (50-100 ft)	LF	750	41. <sup>00</sup>	30,750. <sup>00</sup>

ALLOWANCE AND TIME-AND-MATERIALS ITEMS FOR WORK NOT COVERED BY OTHER PAY ITEMS					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
206	Tree Removal and Disposal - For As Needed Services. Permits may be needed to remove trees (up to 18" diameter)	EA	15	1,378. <sup>00</sup>	20,670. <sup>00</sup>
207	Tree Removal and Disposal - For As Needed Services. Permits may be needed to remove trees (19" - 36" diameter)	EA	8	2,067. <sup>00</sup>	16,536. <sup>00</sup>
208	Tree Removal and Disposal - For As Needed Services. Permits may be needed to remove trees (greater than 37" diameter)	EA	6	2,756. <sup>00</sup>	16,536. <sup>00</sup>
209	Wellpoint Equipment, 50 Points, Operating	DAY	50	344.50	17,225. <sup>00</sup>
210	Set Up Well Point Equipment and Remove After Dewatering Operation is Finished, 50 Points, Complete	EA	5	2,754. <sup>00</sup>	13,780. <sup>00</sup>
211	Supervisor	HR	80	134.50	10,920. <sup>00</sup>
212	Foreman	HR	80	117. <sup>00</sup>	9,360. <sup>00</sup>
213	Pipe Layer	HR	150	69. <sup>00</sup>	10,350. <sup>00</sup>
214	Laborer	HR	150	39. <sup>00</sup>	5,850. <sup>00</sup>
215	Electrician - Entry Level Hourly rate	HR	150	52. <sup>00</sup>	7,800. <sup>00</sup>
216	Electrician - Journeyman Hourly rate	HR	150	90. <sup>00</sup>	13,500. <sup>00</sup>
217	Electrician - Master Electrician Hourly rate	HR	150	98. <sup>00</sup>	14,700. <sup>00</sup>
218	Integrator - Hourly Rate	HR	50	78. <sup>00</sup>	3,900. <sup>00</sup>
219	Single Axle Dump Truck, with Operator	HR	25	94. <sup>00</sup>	2,350. <sup>00</sup>

Company Name: Intercounty Engineering, Inc.

## (Cont.) BID FORM

(CONT.) ALLOWANCE AND TIME-AND-MATERIALS ITEMS FOR WORK NOT COVERED BY OTHER PAY ITEMS					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
220	Double Axle Dump Truck, with Operator	HR	25	108 <sup>00</sup>	2,700 <sup>00</sup>
221	Crane Truck with Lifting Capacity Up To 30 Tons	HR	80	138 <sup>00</sup>	11,040 <sup>00</sup>
222	Crew Truck	HR	80	62 <sup>00</sup>	4,960 <sup>00</sup>
223	Flatbed Truck, Under 25,000 Pounds (GVW) ,with Operator	HR	25	103 <sup>00</sup>	2,575 <sup>00</sup>
224	3/8-Yard Combination Backhoe, Front End Loader, Ford Model C-40 or Equal, with Operator	HR	80	99 <sup>00</sup>	7,920 <sup>00</sup>
225	Front End Loader, Caterpillar Model 930 or Equal, with Operator	HR	50	103 <sup>00</sup>	5,150 <sup>00</sup>
226	Excavator, Caterpillar Model 225 or Equal, with Operator	HR	50	165 <sup>00</sup>	8,250 <sup>00</sup>
227	Furnish and install 230 Volt 100 Amp <u>Fused</u> Disconnect	EA	8	3,910 <sup>00</sup>	31,280 <sup>00</sup>
228	Furnish and install 230 Volt 200 Amp <u>Fused</u> Disconnect	EA	8	4,460 <sup>00</sup>	35,680 <sup>00</sup>
229	Furnish and install 230 Volt 300 Amp <u>Fused</u> Disconnect	EA	6	6,128 <sup>00</sup>	36,768 <sup>00</sup>
230	Furnish and install 230 Volt 400 Amp <u>Fused</u> Disconnect	EA	6	5,990 <sup>00</sup>	35,940 <sup>00</sup>
231	Furnish and install 460 Volt 100 Amp <u>Fused</u> Disconnect	EA	4	2,875 <sup>00</sup>	11,500 <sup>00</sup>
232	Furnish and install 460 Volt 200 Amp <u>Fused</u> Disconnect	EA	4	3,600 <sup>00</sup>	14,400 <sup>00</sup>
233	Furnish and install 460 Volt 300 Amp <u>Fused</u> Disconnect	EA	3	5,980 <sup>00</sup>	17,940 <sup>00</sup>
234	Furnish and install 460 Volt 400 Amp <u>Fused</u> Disconnect	EA	3	6,390 <sup>00</sup>	19,170 <sup>00</sup>
235	Power Distribution Block	EA	40	1,055 <sup>00</sup>	42,200 <sup>00</sup>
236	Concrete	CF	750	36 <sup>00</sup>	27,000 <sup>00</sup>
237	Material Cost for Paint (Assembly Painting)	Gal	30	97 <sup>00</sup>	2,910 <sup>00</sup>
238	Material Cost for Epoxy Coating	Gal	30	276 <sup>00</sup>	8,280 <sup>00</sup>
239	Furnish & Install 8" Drop Bowl with pipe	EA	6	2500 <sup>00</sup>	15,000 <sup>00</sup>
240	Furnish & Install 12" Drop Bowl with pipe	EA	6	2800 <sup>00</sup>	16,800 <sup>00</sup>

Company Name: Intercounty Engineering, Inc.

## (Cont.) BID FORM

## (CONT.) ALLOWANCE AND TIME-AND-MATERIALS ITEMS FOR WORK NOT COVERED BY OTHER PAY ITEMS

Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
241	Furnish & Install 16" Drop Bowl with pipe	EA	3	3,000. <sup>00</sup>	9,000. <sup>00</sup>
242	Furnish & Install 18" Drop Bowl with pipe	EA	1	3,380. <sup>00</sup>	3,380. <sup>00</sup>
243	Remove existing drop piping or baffling	EA	3	3,010. <sup>00</sup>	9,030. <sup>00</sup>
244	Fencing per City Detail	LF	500	78. <sup>00</sup>	39,000. <sup>00</sup>
245	Air Release Valve and piping back to wet well	EA	10	1,995. <sup>00</sup>	19,950. <sup>00</sup>
246	Relocate existing electrical panel, include wiring as needed and distances	EA	10	4,960. <sup>00</sup>	49,600. <sup>00</sup>
247	Provide 6" Suction Pipe and Fittings for Emergency Pump Out	LF	150	54. <sup>00</sup>	8,100. <sup>00</sup>
248	Provide 8" Suction Pipe and Fittings for Emergency Pump Out	LF	150	75. <sup>00</sup>	11,250. <sup>00</sup>
249	Core holes all sizes up to 24" (not included in other bid items)	EA	8	1,771. <sup>00</sup>	14,168. <sup>00</sup>
250	Epoxy paint all piping, including manifold	SF	4500	6. <sup>75</sup>	30,375. <sup>00</sup>
251	Wet Well top slab 10" - 18" thick	EA	15	3,032. <sup>00</sup>	45,480. <sup>00</sup>
252	Provide Vactor Services as needed (tie-ins and wet-well cleaning)	HR	80	310. <sup>00</sup>	24,800. <sup>00</sup>
253	Furnish and install line 4" Line Stop	EA	4	6,072. <sup>00</sup>	24,288. <sup>00</sup>
254	Furnish and install line 6" Line Stop	EA	4	6,761. <sup>00</sup>	27,044. <sup>00</sup>
255	Furnish and install line 8" Line Stop	EA	4	7,795. <sup>00</sup>	31,180. <sup>00</sup>
256	Furnish and install line 10" Line Stop	EA	3	9,130. <sup>00</sup>	27,390. <sup>00</sup>
257	Furnish and install line 12" Line Stop	EA	2	11,110. <sup>00</sup>	22,220. <sup>00</sup>
258	Saw cut concrete up to 18" thick	LF	2	180. <sup>00</sup>	360. <sup>00</sup>
259	Furnish and install pressure gauge on discharge side of valves	EA	15	1,528. <sup>00</sup>	22,920. <sup>00</sup>
260	Demo Existing Wet Well	EA	6	4,960. <sup>00</sup>	29,760. <sup>00</sup>
261	Replace 4" DIP (epoxy lined) piping between wet well and vault	LF	16	1,000. <sup>00</sup>	16,000. <sup>00</sup>

Company Name: Intercounty Engineering, Inc.



## (Cont.) BID FORM

(CONT.) ALLOWANCE AND TIME-AND-MATERIALS ITEMS FOR WORK NOT COVERED BY OTHER PAY ITEMS					
Item No.	Description	Unit	Est. Qty	Unit Price	Total Price
262	Replace 6" DIP (epoxy lined) piping between wet well and vault	LF	16	1,200 <sup>00</sup>	19,200 <sup>00</sup>
263	Replace 8" DIP (epoxy lined) piping between wet well and vault	LF	8	1,287 <sup>00</sup>	10,296 <sup>00</sup>
264	Replace 10" DIP (epoxy lined) piping between wet well and vault	LF	6	1,399 <sup>00</sup>	8,394 <sup>00</sup>
265	Replace 12" DIP (epoxy lined) piping between wet well and vault	LF	6	1,723 <sup>00</sup>	10,338 <sup>00</sup>
266	Furnish and install Control Panel - Duplex ( $\leq 7.5$ HP) 240V/3 phase	EA	3	29,348 <sup>00</sup>	88,044 <sup>00</sup>
267	Furnish and install Control Panel - Duplex ( $> 7.5$ HP $\leq 15$ HP) 240V/3 phase	EA	3	30,726 <sup>00</sup>	92,178 <sup>00</sup>
268	Furnish and install Control Panel - Duplex ( $> 15$ HP $\leq 30$ HP) 240V/3 phase	EA	3	42,161 <sup>00</sup>	126,483 <sup>00</sup>
269	Furnish and install Control Panel - Duplex ( $> 30$ HP $\leq 50$ HP) 240V/3 phase	EA	2	44,573 <sup>00</sup>	89,146 <sup>00</sup>
270	Furnish and install Control Panel - Duplex ( $> 50$ HP $\leq 75$ HP) 240V/3 phase	EA	2	46,364 <sup>00</sup>	92,728 <sup>00</sup>
271	Furnish and install Control Panel - Duplex ( $\leq 7.5$ HP) 480V/3 phase	EA	2	28,657 <sup>00</sup>	57,314 <sup>00</sup>
272	Furnish and install Control Panel - Duplex ( $> 7.5$ HP $\leq 15$ HP) 480V/3 phase	EA	2	31,000 <sup>00</sup>	62,000 <sup>00</sup>
273	Furnish and install Control Panel - Duplex ( $> 15$ HP $\leq 30$ HP) 480V/3 phase	EA	3	37,890 <sup>00</sup>	113,670 <sup>00</sup>
274	Furnish and install Control Panel - Duplex (30 HP $\leq 50$ HP) 480V/3 phase	EA	2	38,578 <sup>00</sup>	77,156 <sup>00</sup>
275	Furnish and install Control Panel - Duplex (50 HP $\leq 75$ HP) 480V/3 phase	EA	2	44,660 <sup>00</sup>	89,320 <sup>00</sup>
276	Furnish and Install new Control Transformer in standalone NEMA 4X316 SS enclosure, fuses and necessary appurtenances.	EA	15	4,030 <sup>00</sup>	60,450 <sup>00</sup>
277	Allowance - The Allowance shall be used to pay for unforeseen utility conflict resolutions, utility repair work, or other material and work not within the other bid items, but necessary and related to the itemized line items only at the direction and within the authorization of the City. With the exception of FPL fees, City approved items and materials shall be submitted and processed for payment in accordance with Article 38, Extra Work of the General Conditions. FPL costs will be paid by the City as a pass through with no markups as detailed in Section 16010.	AL		\$75,000	\$75,000
278	Permit Fee Allowance - Payment for Contractor required Palm Beach County Permit Fee Allowance will be made as a direct reimbursable allowance. No markup by Contractor will be allowed.	AL		\$15,000	\$15,000
GRAND TOTAL BID (items 1 through 278) \$ 6,937,985.93					

Company Name: Intercounty Engineering, Inc.

City of Boca Raton  
Bid No. 2018-049 Lift Station Rehabilitation and Repair  
July 27th, 2018 @ 3:00 PM EST

Bidder

B & B Underground  
Construction, Inc

\$ 10,133,797.49

TLC Diversified  
Inc.

\$ 7,389,102.00

Force Enterprises  
Inc.

\$ 7,278,446.00

Intercounty Engineering  
Inc.

\$ 6,937,085.93



CITY OF  
**Boca Raton**

UTILITY SERVICES  
1401 GLADES RD • BOCA RATON, FL 33431  
PHONE (561) 338-7300  
FAX (561) 338-7345  
(FOR HEARING IMPAIRED) TDD (561) 367-7046  
[www.myboca.us](http://www.myboca.us)

**Via FedEx Delivery**

September 28, 2018

Maurice A. Hynes, President  
Intercounty Engineering, Inc.  
1925 NW 18<sup>th</sup> Street  
Pompano Beach, FL 33069

**Subject: Bid No. 2018-049, City Project No. 71-18-003  
Lift Station Rehabilitation and Repair**

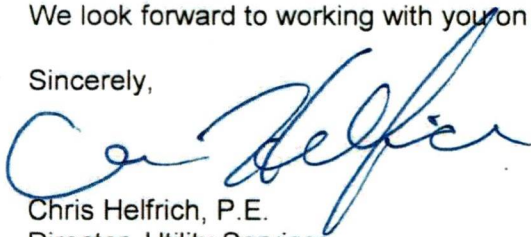
Dear Mr. Hynes,

Bid No. 2018-049 with Intercounty Engineering, Inc. for the on-going rehabilitation, repair and replacement services to the City's lift station system was executed on September 24, 2018.

Enclosed you will find an original signed copy of the contract for your records. Please coordinate with Lisa Wilson-Davis at 561-338-7310 to initiate the first work order under this contract.

We look forward to working with you on this project.

Sincerely,



Chris Helfrich, P.E.  
Director, Utility Services

cc: Lisa M. Wilson-Davis, Operations & Environmental Compliance Manager  
Lauren M. Burack, P.E., Capital Improvements Project Manager

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

## CONTRACT

**Bid No. 2018-049**  
**Lift Station Rehabilitation and Repair**  
**PROJECT: 71-18-003**

This Contract made and entered into this 24<sup>th</sup> day of September, 2018, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and Intercounty Engineering, Inc., (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for the Project as expressed in its Bid No. 2018-049; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

### **1.0 DEFINITIONS**

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

### **2.0 CONTRACT TIME FOR EACH WORK ORDER**

Each Work Order issued under this Contract shall be commenced promptly and within ten (10) days following the date of the Notice to Proceed issued by the Owner for such Work Order, in accordance with the Contract Documents, and shall be prosecuted with diligence and be fully completed within the project time specifically provided in each individual Work Order.

### **3.0 COMPENSATION TO BE PAID CONTRACTOR**

- 3.1 In consideration of the faithful performance of this Contract (and all Work Orders issued under this Contract) by the Contractor, the Owner will pay to the Contractor for the full and entire completion of work performed under each executed Work Order upon acceptance by the Owner of such work. Each Work Order will include an amount that represents the entire cost which the Owner will have to pay to the Contractor for acceptable and conforming Work under the Work Order, inclusive of all materials, supplies, costs, fees, which shall be the maximum extent of the Owner's obligation to pay Contractor, but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with the terms of both this Contract and the Work Order.
- 3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the bid documents submitted by the Contractor, which are incorporated in, and made a part of, this Contract.
- 3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.



- 3.4 The maximum total annual amount to be paid by Owner to Contractor for all Work performed by Contractor during each annual term of the Contract shall not exceed **\$1,200,000** (Work Orders issued for each individual annual term in the aggregate).

#### **4.0 CONTRACT TERM AND RENEWAL TERMS**

- 4.1 The Contract shall commence on the date set forth above, and shall be for a **two year term**. The City requires a firm price for the initial two year term.
- 4.2 The Owner may renew the Contract for additional one-year periods upon expiration of the initial term, not to exceed a maximum of two (2) additional renewal periods.

Notice to the Contractor of Owner's desire for an annual renewal shall be provided by the Owner no less than one hundred twenty (120) days prior to the expiration of the then-current term, and shall be subject to the appropriation of funds by the Owner, satisfactory performance by the Contractor, and determination by the Owner that the Contract renewal is in the best interest of the Owner. The annual renewal option will require the Contractor to agree to the same terms, conditions, pricing and specifications, as no price adjustments will be considered for the annual renewal periods. Notice of the intent not to renew shall be made by the Contractor a minimum of fifteen (15) business days from the date of renewal notification letter. Such notice shall be made as directed in Article 14 "Notices", with a copy to the Senior Buyer. The notice shall be effective only if it is received by the Owner within the time period specified in this section, and Contractor shall confirm receipt of such written notice.

- 4.3 Upon mutual written agreement between Owner and Contractor, any term of the Contract may be extended with all terms, conditions and unit prices adhered to with no deviations, for a defined period of time, not to exceed six (6) months.

#### **5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT**

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

#### **6.0 INDEPENDENT CONTRACTOR**

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.



## **7.0. INTENT AND CORRELATION OF DOCUMENTS**

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Contractor shall make plural and complete all Work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.
- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders, Field Orders
  - Work Orders
  - Contract and Forms
  - Addenda
  - Technical Specifications
  - Drawings / Exhibits
  - Special Provisions
  - General Conditions
  - Bid Form and Attachments 1 through 7

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

The Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the

actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

#### **8.0 LAWS/ORDINANCES**

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

#### **9.0 LIMITATION OF LIABILITY/ NO WAIVER**

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to the Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

#### **10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

#### **11.0 PROVISION AND MAINTENANCE OF BOND**

A legally issued Surety Bond, meeting the approval of Owner and consistent with the requirements of the Bidding Requirements (which are a part of this Contract) shall be maintained for the duration of the Contract. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

#### **12.0 TERMINATION**

##### **A. Owner's Right to Terminate Contract for Default**

##### **1. Default**

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;
- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions; or
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;

- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property;
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

## 2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

## 3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

## 4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials,

plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

#### 5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

#### B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final



acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
  - (a) Immediately discontinue work on the date and to the extent specified in the notice;
  - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
  - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
  - (d) Assign all subcontracts required for performance of this Contract to the Owner;
  - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
  - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
  - (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
  - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
  - (c) The verifiable costs of work completed by Subcontractors.
  - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

### **13.0 PROVISION AND MAINTENANCE OF INSURANCE**

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

#### **A. COVERAGE AND MINIMUM LIMITS**

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 10 04 13 Additional Insured - Owners, Lessees, or Contractors or the CG 20 10 07 04 Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization endorsement, including the additional endorsement of GC 20 37 07 04 Additional Insured - Owners, Lessees, or Contractors - Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

The Contractor agrees to endorse the City of Boca Raton as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

#### **B. SUBCONTRACTOR INSURANCE**

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION**

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

**D. WAIVER OF SUBROGATION**

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

**E. RIGHT TO REVISE OR REJECT**

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

**F. NO REPRESENTATION OF COVERAGE ADEQUACY**

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

**G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE**

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

#### **H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION / NON RENEWAL OF COVERAGE**

The Contractor agrees to provide City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form(2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City of Boca Raton shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

#### **I. CERTIFICATE OF INSURANCE FORMAT**

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.

3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

**Certificate Holder:** City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, FL 33432  
Attn: City Project Manager / Lisa Wilson-Davis, Operations &  
Environmental Compliance Manager  
Email: lwilsondavis@myboca.us

#### **14.0 NOTICES**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton  
Name Lisa Wilson-Davis, City Project Manager  
Address 1401 Glades Road Boca Raton, FL 33431  
Fax 561-338-7366  
Email lwilsondavis@myboca.us

As to Contractor: Intercounty Engineering, Inc.  
Name Maurice A. Hynes, President  
Address 1925 NW 18th Street  
Fax 954-974-0042  
Email mahynes@intercountyengineering.com

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

***Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.***

#### **15.0 MISCELLANEOUS**

##### **15.1 Remedies**



The remedies expressly provided in this Agreement to the City of Boca Raton shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City of Boca Raton now or later existing at law or in equity.

#### 15.2 Nonwaiver

A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### 15.3 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

#### 15.4 Governing Law / Venue / Waiver of Jury Trial

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY OF BOCA RATON HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### **16.0 ENTIRE CONTRACT**

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and Intercounty Engineering, Inc. has executed this Contract all as of the day and year first above written.

**CITY OF BOCA RATON**

Witness:

Susan S. Saxton  
SUSAN S. SAXTON

By: Scott Singer  
Scott Singer, Mayor  
(Seal)

Approved by Council on August 21, 2018

Item 9.A.3 Account Number 473-4279-536-6537

**CONTRACTOR:**

Attest:

Maurice A. Hynes  
Maurice A. Hynes  
Corporate Secretary  
(affirm Corporate Seal)

By: Signature

Witness:

Morgan Lauterbach

Name: Maurice A. Hynes


Title: President  
President or other duly authorized  
Corporate Officer

**CERTIFICATE OF CORPORATE AUTHORITY**

**BID NO. 2018-049**  
**Lift Station Rehabilitation and Repair**

I, Maurice A. Hynes, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No.2018-049**; that Maurice A. Hynes who signed the said Contract on behalf of the Contractor, was then President of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 07th day of September, 2018.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,  
OF A LIMITED LIABILITY CORPORATION  
OR PARTNERSHIP**

**BID NO. 2018-049  
Lift Station Rehabilitation and Repair**

State of \_\_\_\_\_  
County of \_\_\_\_\_ as:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
and appeared \_\_\_\_\_, to me known, and known to me to be one of  
the members of the firm of \_\_\_\_\_ described in and who  
executed the foregoing instrument and he/she acknowledged to me that he/she executed the  
same as and for the act and deed of said firm and that he/she is duly authorized to bind such  
firm.

\_\_\_\_\_  
Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,  
IF AN INDIVIDUAL**

State of \_\_\_\_\_  
County of \_\_\_\_\_ as:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and  
appeared \_\_\_\_\_, to me known, and known to be to be  
the person described in and who executed the foregoing instrument and acknowledged that  
he/she executed the same.

\_\_\_\_\_  
Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,  
IF CORPORATION**

**BID NO. 2018-049  
Lift Station Rehabilitation and Repair**

State of Florida  
as:  
County of Broward

On this 07th day of September, 2018, before me personally came and appeared  
Maurice A. Hynes, to me known, who, being by me duly sworn, did depose  
and say that he/she resides at  
1925 NW 18 Street, Pompano Beach, FL 33069

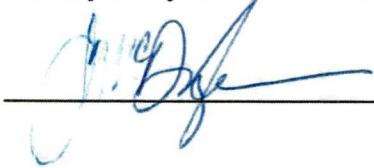
that he/she is the President

of Intercounty Engineering, Inc.

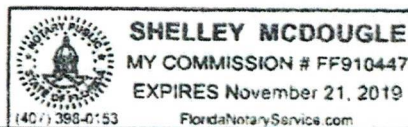
the corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that one of the impressions affixed to said contract is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he/she has authority so to do, that he/she executed same for and in behalf of said corporation, and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at 1925 NW 18 Street, Pompano Beach, FL 33069

07th of September 2018  
the day and year above written.



Notary Public



(Seal)

My Commission Expires: \_\_\_\_\_

(Seal)



**INSURANCE CERTIFICATES**



INTER-6

OP ID: DL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2018

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 have ADDITIONAL INSURED provisions or 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 Lanza Insurance Agency Inc. 9900 W Sample Road - Ste 300 Coral Springs, FL 33065 Diana Lanza Schott	954-825-0424	CONTACT NAME: Diana Lanza Schott PHONE (A/C, No, Ext): 954-825-0424 E-MAIL ADDRESS: Diana@Lanzains.com FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Commerce and Industry		19410
INSURER B: James River Insurance Co		12203
INSURER C: AGCS Marine Ins Company		22837
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	00066369-03	04/13/2018	04/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			BE069332122	04/13/2018	04/13/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment Floater			MXI930798245201	05/08/2018	05/08/2019	Scheduled
C	Leased Equipment			EC09177942	05/08/2018	05/08/2019	Rented 250,000

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

Lift Station Rehabilitation and Repair, Bid No. 2018-049, Project No. 71-18-003 the City of Boca Raton is an additional insured under the General Liability policy as required by a written contract with the Named Insured, but only for the coverage and limits provided by the policy and the additional insured endorsement.

## CERTIFICATE HOLDER

BOCARAT

City Of Boca Raton  
Attn: Lauren Burack  
201 West Palmetto Park Road  
Boca Raton, FL 33432

## 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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the named insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the named insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b> Where required by written contract or written agreement
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.</b>

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

# CERTIFICATE OF LIABILITY INSURANCE

Date  
8/30/2018

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage

NAIC #

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

## Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		<b>GENERAL LIABILITY</b>				Each Occurrence	\$
		<input type="checkbox"/> Commercial General Liability				Damage to rented premises (EA occurrence)	\$
		<input type="checkbox"/> Claims Made <input type="checkbox"/> Occur				Med Exp	\$
		General aggregate limit applies per:				Personal Adv Injury	\$
		<input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				General Aggregate	\$
						Products - Comp/Op Agg	\$
		<b>AUTOMOBILE LIABILITY</b>				Combined Single Limit (EA Accident)	\$
		<input type="checkbox"/> Any Auto				Bodily Injury (Per Person)	\$
		<input type="checkbox"/> All Owned Autos				Bodily Injury (Per Accident)	\$
		<input type="checkbox"/> Scheduled Autos				Property Damage (Per Accident)	\$
		<input type="checkbox"/> Hired Autos					
		<input type="checkbox"/> Non-Owned Autos					
		<b>EXCESS/UMBRELLA LIABILITY</b>				Each Occurrence	
		<input type="checkbox"/> Occur <input type="checkbox"/> Claims Made				Aggregate	
		<input type="checkbox"/> Deductible					
A		<b>Workers Compensation and Employers' Liability</b>	WC 71949	01/01/2018	01/01/2019	X WC Statutory Limits	OTH-ER
		Any proprietor/partner/executive officer/member excluded? <b>NO</b>				E.L. Each Accident	\$1,000,000
		If Yes, describe under special provisions below.				E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616

## Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 91-67-608

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**Intercounty Engineering, Inc.**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

**Project Name:** LIFT STATION REHABILITATION AND REPAIR, BID NO. 2018-049, PROJECT NO. 71-18-003

WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF BOCA RATON. ISSUE 08-30-18 (KLR)

Begin Date: 1/1/2014

## CERTIFICATE HOLDER

CITY OF BOCA RATON  
ATTN: LAUREN BURACK  
201 WEST PALMETTO PARK ROAD  
BOCA RATON, FL 33432

## CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*[Signature]*

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**CITY OF BOCA RATON  
ATTN: LAUREN BURACK  
201 WEST PALMETTO PARK ROAD  
BOCA RATON, FL 33432**

**This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.**

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insured: South East Personnel Leasing, Inc.  
Insurance Company: Lion Insurance Co.  
Policy #: WC 71949  
Effective: 01/01/2018- 01/01/2019  
Client: Intercounty Engineering, Inc.

Countersigned by: \_\_\_\_\_



**WC 00 03 13  
(Ed. 4-84)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2018

PRODUCER

State Farm Insurance  
Brice B. Brown Ins Agcy  
611 S. Federal Hwy  
Ft. Lauderdale, FL 33301



INSURED

Intercounty Engineering, Inc.  
1925 NW 18th Street  
Pompano Beach, FL 33069

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company 25178

25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	778 4416-008-59A 04 CHEVROLET C4500 UTIL TK VIN: 1GBE4C1214F518766	04/08/2018	10/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY, EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <b>OTHER</b>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Lift Station Rehabilitation and Repair, Bid No. 2018-049, Project No. 71-18-003 the City of Boca Raton is an additional insured under the General Liability policy if required by a written contract with the Named Insured, but only for the coverage and limits provided by the policy and the additional insured endorsement.

## CERTIFICATE HOLDER

City of Boca Raton  
Attn: Lauren Burack  
201 West Palmetto Park Road  
Boca Raton, FL 33432

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Stephan [Signature]*

ACORD 25 (2009/01)

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1001486 132849.3 04-06-2009

**NHC****NIELSON, HOOVER & COMPANY, INC.**

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

August 30, 2018

City of Boca Raton, FL  
1401 Glades Road  
Boca Raton, FL 33431

**RE: Authority to Insert Contract Date and Date Bond(s) and  
Power(s) of Attorney  
Principal: Intercounty Engineering, Inc.  
Bond No. 6021191466  
Project: Lift Station Rehabilitation and Repair**

To Whom It May Concern:

Please be advised that this letter serves as our authorization for City of Boca Raton, FL to do the following:

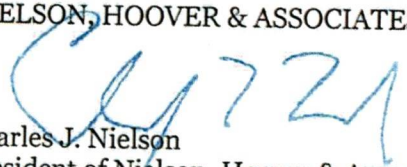
- Once the Contract is signed, insert the date of the contract to the bond(s);
- Date the bond(s) and Power(s) of Attorney the date of the contract; and

Please provide us with a copy for our files.

If you have any questions, please do not hesitate to contact this office.

Sincerely yours,

NIELSON, HOOVER & ASSOCIATES

  
Charles J. Nielson  
President of Nielson, Hoover & Associates and,  
Attorney-In-Fact of United States Fire Insurance Company

Attachments

8000 Governors Square Boulevard

Suite 101

Miami Lakes, FL 33016

P: 305.722.2663

F: 305.558.9650

[www.nielsonbonds.com](http://www.nielsonbonds.com)



<b>PUBLIC CONSTRUCTION BOND</b>
---------------------------------

BY THIS BOND WE, INTERCOUNTY ENGINEERING, INC. as Principal and UNITED STATES FIRE INSURANCE COMPANY a Corporation, as Surety, are bound to the City of Boca Raton, Florida, hereinafter referred to as "Owner", in the sum of \$ 250,000.00 for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.


THE CONDITION OF THIS BOND is that if Principal

1. Performs the Contract dated September 24 2018 between Principal and Owner for construction of **Lift Station Rehabilitation and Repair, Bid No. 2018-049**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials and supplies used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then this bond is void, otherwise it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes, subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on September 24 20 18

ATTEST:

  
Corporate Secretary

  
Witness to Principal

(Address)

PRINCIPAL:

INTERCOUNTY ENGINEERING, INC.


Principal

By   
Signature

Title M. A. Hynes, President

Address 1925 NW 18th Street, Pompano Beach, FL 33069 (Seal)

ATTEST:

  
Surety

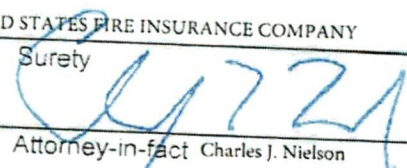
Olga Iglesias

Witness as to Surety

SURETY:

UNITED STATES FIRE INSURANCE COMPANY

Surety

  
Attorney-in-fact Charles J. Nielson

(Seal)

305 Madison Avenue, Morristown, NJ 07960

Address

Telephone ( (973) ) 490-6600

Email: oiglesias@nielsonbonds.com

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

**IMPORTANT** Surety companies executing bonds must appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Owner.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

Section 300

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Page 20

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927402018

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the State of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,  
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements:

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

**UNITED STATES FIRE INSURANCE COMPANY**



\_\_\_\_\_  
Anthony R. Slimowicz, Senior Vice President

State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019**

\_\_\_\_\_  
Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24<sup>th</sup> day of September 2018

**UNITED STATES FIRE INSURANCE COMPANY**



\_\_\_\_\_  
Al Wright, Senior Vice President

**FINAL RECEIPT FOR WORK ORDER NO. \_\_\_\_\_**

**BID NO. 2018-049  
Lift Station Rehabilitation and Repair**

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, of \_\_\_\_\_ as full and final payment of the cost of all improvements provided for in the foregoing contract for Work Order No. \_\_\_\_\_ the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents, (\$\_\_\_\_\_), in cash, being the full amount accruing to the undersigned by virtue of said contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said \_\_\_\_\_ from all claims whatsoever growing out of said contract for Work Order No. \_\_\_\_\_.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for the said improvements under the foregoing contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_