



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

November 6, 2013

Christopher Bannon
Layne Christensen Company
5061 Lockett Road
Fort Myers, FL 33905

**RE: BCWWS PROJECT NO. 9201
NRWWTP INJECTION WELL MECHANICAL INTEGRITY TESTING
BID NO. Y1128904C1
FIRST NOTICE TO PROCEED (NTP)**

Dear Mr. Bannon:

This letter constitutes your Notice to Proceed (NTP) for the subject project. As defined in the contract documents page 6 of 53, Article 3.1 you may commence work on this project. Upon receipt and acceptance of all contract requirements, a second NTP will be issued per Specification Section 13197 schedule, establishing a Project Initiation Date and authorizing mobilization and commencement of physical construction.

Purchase Order Number SC 126 WED0709130000000015 states the total cost for your services shall not exceed \$214,791.00. Payments may be billed against Budget No. 4620-126-9201-6500. Invoices or payment certificates should reference the budget and purchase order numbers. Also, please reference **WWS Project No. 9201 NRWWTP INJECTION WELL MECHANICAL INTEGRITY TESTING** in all of your correspondence. Failure to do so may result in otherwise avoidable delays.

If you have any questions, please contact the Project Manager, Robert Sarkies, at (954) 831-3288.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory M. Balicki".

Gregory M. Balicki, P.E., Director
Contract Administrator

GMB/RS/MB
Attachment

cc: Robert Sarkies, WWS/MWED
Michael Wengrenovich, P.E., Hazen and Sawyer, P.C.
File 9201- 7.07



SERVICE CONTRACT
Version 4
BOARD OF COUNTY COMMISSIONERS
Broward County, Florida
www.broward.org

SC 126 WED0709130000000015

The above number must be shown
on all Invoices and References

Mail proper invoice and copy of purchase
order to:

Billing Location:
WATER AND WASTEWATER SERVICES

Ship To:
WATER AND WASTEWATER SERVICES
2555 W COPANS ROAD
(954) 831-0792 NADJA HORTON
POMPAÑO BEACH, FL 33069

Date: 11/04/13 2555 W. Copans Road
Pompano Beach, FL 33069

VC0000016311
LAYNE CHRISTENSEN CO
5061 LUCKETT ROAD

FORT MYERS, FL 33905

Delivery Due Date:
FOB Dest, Freight Prepaid

Contact:
Robert Sarkies

9548313288

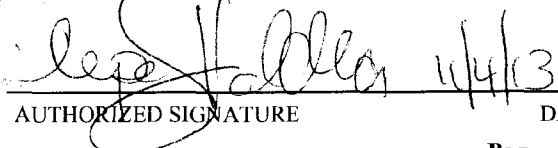
Vendor CHRISTOPHER BANNON
Contact: 239-275-1029

Project 9201; North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing, Bid No. Y1128904C1; Awarded by the Assistant Purchasing Director on July 31, 2013. Service Contract issued by: Ilyse S. Valdivia, Purchasing Agent III, Tel: 954-357-6078.

| Line | Quantity | Unit | Commodity Code/Description | Unit Price | Extended Price |
|------|----------|------|--|------------|----------------|
| 1 | | | <p align="center">91356</p> <p>Construction/Utility/Underground Projects</p> <p>This Service Contract is in full accordance with the prices, terms, and conditions of Bid No. Y1128904C1, awarded by the Assistant Purchasing Director on July 31, 2013. Contracts fully executed by the Director of Purchasing on October 8, 2013.</p> <p>Project 9201, North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing, located in Pompano Beach, Florida.</p> <p>Scope of Work: All labor materials, equipment, services and incidentals for the mechanical integrity testing of six existing deep injection wells, IW-1 through IW-6.</p> <p>Total Lump Sum Price: \$214,791</p> <p>Time for Completion: This work shall be substantially completed in 90 calendar days from the Second Notice to Proceed and completed and ready for final payment in accordance with Article</p> | | 214,791.00 |

Florida Sales Tax Exemption Number - 85-8013924140C-7
Federal Tax Exemption Number - 59-6000531

IMPORTANT: NO C.O.D.'S OR COLLECT SHIPMENTS WILL BE ACCEPTED.

APPROVED  11/4/13
 AUTHORIZED SIGNATURE DATE



SERVICE CONTRACT
Version 4
BOARD OF COUNTY COMMISSIONERS
Broward County, Florida
www.broward.org

SC 126 WED0709130000000015

The above number must be shown
on all Invoices and References

| Line | Quantity | Unit | Commodity Code/Description | Unit Price | Extended Price |
|-----------------------------|----------|---------|---|-------------------|----------------|
| | | | 6 of the Contract within 30 calendar days from the date of Substantial Completion. This Service Contract gives authorization to the Contract Administrator to issue the Notice to Proceed. Contract Administrator: Greg Balicki, Tel: 954-831-0903 Project Manager: Robert Sarkies, Tel: 954-831-3288 Purchasing Agent: Ilyse S. Valdivia, Tel: 954-357-6078 RQS 126 WED0326130000000060 | | |
| Procurement Folder # | | 1128904 | Contract # | Total Cost | 214,791.00 |

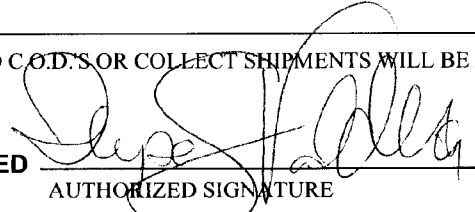
For inquiry regarding payment please call the Broward County Accounting Division 954-357-7193. To help expedite payment please include a copy of this purchase order with your invoice.

PROPER INVOICE

The Florida Prompt Payment Act provides that the County may set forth the requirements for an invoice to be a proper invoice. The requirements of a proper invoice shall be as set forth in the agreement or contract governing the purchase; however, in addition, no invoice submitted by a vendor shall be considered a proper invoice unless the invoice is an original invoice, is delivered to the County in accordance with the purchase order, and sets forth the following and additional information: a) The invoice shall set forth the County purchase order number, and the invoice shall correlate to the County purchase order number under which the purchase was made; and b) The invoice shall set forth the name of the business organization that is recited in the County purchase order; and c) The invoice shall set forth the date of its preparation; and d) The invoice shall set forth an identifying number to facilitate identification of the invoice; and e) The invoice shall set forth the vendor's federal identification number; and f) The invoice shall set forth a description of the goods or services or property provided to the County; and g) The invoice shall set forth the County's part or item number for each item or part delivered; and h) The invoice shall set forth the delivery terms set forth within the County purchase order; and i) The invoice shall set forth the location and date of delivery of the goods or services or property to the County; and j) The invoice shall set forth the quantity of the goods or services or property provided to the County; and k) The invoice shall set forth the unit price of the goods or services or property provided to the County; and l) The invoice shall set forth the extended total price of the goods or services or property provided to the County; and m) The invoice shall set forth applicable discounts.

Florida Sales Tax Exemption Number - 85-8013924140C-7
Federal Tax Exemption Number - 59-6000531

IMPORTANT: NO C.O.D.'S OR COLLECT SHIPMENTS WILL BE ACCEPTED.


APPROVED _____
 AUTHORIZED SIGNATURE 11/4/13
DATE

**BROWARD COUNTY WATER AND WASTEWATER
SERVICES**

CONTRACT DOCUMENTS FOR THE

**NORTH REGIONAL WASTEWATER TREATMENT PLANT
INJECTION WELL MECHANICAL INTEGRITY TESTING**

BCWWS PROJECT NO. 9201

BID NO.: Y1128904C1

APRIL 2013

**CONFORMED SET
AUGUST 2013**

VOLUME 1 OF 1

**Bidding and Contract Requirements
Technical Specifications
Drawings**

HAZEN AND SAWYER, P.C.

4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021

Certificate of Authorization Number: 2771

BROWARD COUNTY
WATER AND WASTEWATER SERVICES

CONTRACT DOCUMENTS FOR THE

INJECTION WELL
MECHANICAL INTEGRITY TESTING

NORTH REGIONAL WASTEWATER
TREATMENT PLANT

BCWWS PROJECT NO. 9201

BID NO.: Y1128904C1

APRIL 2013

VOLUME 1 OF 1

Bidding and Contract Requirements
Technical Specifications
Drawings

HAZEN AND SAWYER, P.C.
Environmental Engineers and Scientists
4000 Hollywood Blvd, # 750N
Hollywood, FL 33021
Certificate of Authorization Number 2771

Michael W. Wengrenovich, P.E.
License Number 34939

ADDENDA



Finance and Administration Services Department
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 1

Solicitation No.: Y1128904C1
Solicitation Title: North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing

Date Of Addendum: May 7, 2013

Attention all potential bidders:

Must Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" *addenda and revised Bid Sheets* are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid or acknowledged on the Bid Tender Form. All revised Bid Sheets must be returned with your Bid submittal. Failure of a Submitter to acknowledge the addenda and return the revised Bid Sheets shall be cause for rejection of the bid.

- Return Addendum with Bid Submittal or Acknowledge on the Bid Tender Form
- Return Completed Revised Price Sheet with Bid Submittal

To all prospective bidders, please note the following changes and clarifications:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The Bid Opening Date remains as **May 15, 2013 at 2 p.m.**
2. The Bid Sheet (FORM 004113-2: SCHEDULE OF PRICES BID) has been revised and is attached as Page 40R of 84. This revised form "MUST" be completed and returned with your Bid submittal.
3. Effective April 17, 2013, the Broward County Board of County Commissioners amended the Local Preference Ordinance.

Section 002100: Instructions to Bidders, Item 21, Local Preference, of the Construction Contract Documents, is hereby deleted and replaced with the following:

"21. LOCAL PREFERENCE:

In accordance with Section 1-74, et. seq., Code of Ordinances, Broward County provides a Local Preference to local and locally headquartered businesses in the County. The Local Preference is extended to Miami-Dade County local and locally headquartered businesses based upon an Interlocal Agreement of Reciprocity between the counties. This preference does not apply to any solicitation with funding source restrictions, including federal, state, or other grant funding.

The Ordinance provides the following:

If the low responsive and responsible bidder is not a local business or a locally-headquartered business, any and all qualifying local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all qualifying locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all qualifying bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

All qualifying bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid regardless of location.

Complete and submit Form 004546-10, Local Business or Locally-Headquartered Business Certification and submit a copy of the business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) in order to be considered for the Local Preference. If not submitted with the bid, the document must be submitted within three business days of notification from the County. Failure to timely submit the documents may render the business ineligible for application of the Local Preference. The County may request verification of any information required to confirm certification.

4. Refer to Section 01010-2: SUMMARY OF WORK: Article 1.03 WORK BY OTHERS is revised as follows: At the end of Paragraph C, ADD new Paragraphs D, E and F as follows:

"D. Contracts At The NRWTP: There will be several ongoing construction contracts at the NRWTP during the time of the MIT project. Most of these contracts have work that is not taking place near the injection wells. At this time, the following two contracts have been identified that contain work that is in close proximity to the MIT work.

E. Bid Package A – Booster Pump Stations: This Bid Package A (BPA) contract consists of installing new piping, pumps and electrical buildings at all injection wells. The BPA work does not add any new piping to the cross on top of the injection well. The BPA notice to proceed is anticipated to be issued around May of 2014. The BPA contractor will only be permitted to work on one injection well at a time. The BPA contractor work will be sequenced such that the MIT work can be performed consecutively as described in the Contract Documents.

F. Digester Cover Replacement: The Digester Cover Replacement (DCR) contract consists of removing and repairing of the cover of Digester P-3. The 100-foot diameter cover will be

lift off the digesters and placed on the ground on and around monitor well MW-1. A new cover will be constructed on the ground in the same area. The DCR work will be ongoing during the period of the MIT work. Access to IW-1 to perform the MIT shall be from north and west of the well.

5. Refer to Section 01025-1: MEASUREMENT AND PAYMENT: Article 1.02 SCHEDULE OF PRICES BID is revised as follows: At the end of Paragraph b, ADD new Paragraph C as follows:

"C. Item No. 5 – Water Use Allowance: Payment for water use will be based upon the actual charges from the COUNTY (WWS Fiscal Operations) to CONTRACTOR for potable water use during testing. Allowable charges for this item include onetime processing fees, monthly flat rate fees and monthly use charges. Deposits are to be included for payment, they are the CONTRACTOR's responsibility. This allowance is a cost pass through item and no mark-ups will be added to it. Only water use fees substantiated by the CONTRACTOR will be paid as part of the bid item."

6. Refer to Section 01510-2: TEMPORARY UTILITIES: Article 1.03, WATER SUPPLY, Paragraph D is revised as follows:

"D. Water Connections: The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission from the COUNTY. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a COUNTY supplied backflow preventer valve and a meter. ~~The COUNTY will not charge the CONTRACTOR for the water used for testing purposes or for use of the meter and backflow preventer.~~ The CONTRACTOR shall make all necessary connections from the fire hydrant to the wellhead and shall provide all necessary appurtenances at the CONTRACTOR'S own expense. Refer to Section 13197-2, Article 1.08 WATER SUPPLY for additional clarification."

7. Refer to Section 13197-2: MECHANICAL INTEGRITY TESTING: Article 1.08, WATER SUPPLY, Paragraph A is revised as follows:

"A. Potable water is available at the site (e.g. hydrants, etc.) for the testing program. If a temporary connection is made to a potable water system on-site (e.g., a fire hydrant), the CONTRACTOR must install a back flow prevention device and a meter, obtained from the COUNTY. The CONTRACTOR shall provide temporary piping for the metering and use of potable water. The cost of the water for the testing will be charged to the CONTRACTOR at the standard COUNTY rates including deposits, monthly charges and usage charges. Information on these rates can be obtained by contacting WWS Fiscal Operations at 954-831-32473."

8. The following are a list of responses to questions received regarding this solicitation and are for informational purposes only.

Question 1: What is the engineer's estimate for this project?

Response: The engineer's estimate for this project is \$450,000.

Question 2: What is the static wellhead pressure?

Response: The static wellhead pressure varies from well to well and has been observed between the ranges of 30 to 35 psig.

Question 3: When can I get reimbursed for the performance and payment bonds?

Response: Payment for 100% of the performance and payment guaranty and insurance, less standard retainage, may be made upon execution of the Contract and submittal of the first payment request. Refer to Section 01025, Measurement and Payment, Article 1.02, Paragraph B and the Contract Sections of the Construction Contract Documents for further clarification.

All other terms, conditions and specifications remain unchanged for this bid.

NAME OF COMPANY: Layne Christensen Company



Edward McCullers - General Manager
5061 Lockett Road
Fort Myers, Florida
Phone: 239-275-1029 Fax: 239-275-1025

REVISED FORM 004113-2: SCHEDULE OF PRICES BID

Supply all Labor, Materials, Equipment, and Supplies necessary in accordance with Specifications and Drawings.

**BROWARD COUNTY NORTH REGIONAL WASTEWATER TREATMENT PLANT
 INJECTION WELL MECHANICAL INTEGRITY TESTING**

- NOTES:**
1. The quantity of Item No. 1 may be decreased by the COUNTY and the COUNTY makes no guarantee on the quantity to be authorized. Refer to Section 01025 – Measurement and Payment for further information on schedule of bid items.
 2. Work shall not commence until April 2014. Refer to Section 13197, Article 1.02, Paragraphs A and B.

| Item No. | Estimated Quantity | Description | Unit | Total |
|--|--------------------|---|----------|--------------------------|
| 1 | 6 each | Mechanical Integrity Testing for a unit price each of: _____ Dollars and _____ Cents | \$ _____ | \$ _____ |
| 2 | Lump Sum | Performance and Payment Guaranty And Insurance*, for the lump sum price of: _____ Dollars and _____ Cents | \$ _____ | \$ _____ |
| 3 | Allowance | Water Use Charges, for the allowance price of: | | <u>\$6,000.00</u> |
| TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 3 INCLUSIVE: | | | | \$ _____ |

*Performance and Payment Guaranty and Insurance limited to 3% of the Total Bid Price. Refer to Section 01025, Paragraph 1.02, sub-paragraph B for further information.

Trench Safety Act does not apply to this bid solicitation. Insurance Certificate must be project specific. Documentation of actual cost for bonding and insurance for this project form your carrier must be supplied with first request for payment for reimbursement by COUNTY.

Print Name of Bidder: _____



FORM 004546-10 - Local Business or Locally-Headquartered Business Certification

Solicitation No. Y1128804C1 Addendum No. 1

This form is to determine applicability of a Local Preference, in accordance with in accordance with Section 1-74, et. seq., Code of Ordinances. A local business or locally-headquartered business in Broward County or Miami-Dade County, meeting the below requirements is eligible for Local Preference, in accordance with the Broward County Local Preference Ordinance and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County.

This form and a copy of the business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid or proposal submission) should be submitted with bid in order to be considered for the Local Preference. If not submitted with the bid, it must be submitted within three business days of notification from the County. Failure to timely submit may be render the business ineligible for application of the Local Preference. The County may request verification of any information required to confirm certification.

A Local Business is a business which:

- A. possesses a valid local business tax receipt (or if exempt documentation establishing physical presence at location) issued at least one year prior to bid or proposal submission;
B. has a physical business address located within the limits of the County from which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a business which has its principal place of business within the County. A principle place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

- Local Business
Locally-Headquartered Business

Local or Locally-Headquartered Business Address:

Vendor is not a Local Business or Locally-Headquartered Business in Broward County or Miami-Dade County

STATE OF Florida

COUNTY OF Lee

Handwritten signature of Edward McCullers and a circular notary seal for Marybeth Rios, Notary Public, State of Florida, Commission # EE 000000, expires March 1, 2017.

Edward McCullers - General Manager (Print Vendor Name/Title)

The foregoing instrument was acknowledged before me this 14th day of May, 2013, by

Edward McCullers as General Manager of (Name of person who's signature is being notarized) (Title)

Layne Christensen Company known to me to be the person described herein, or who produced (Name of Corporation/Company)

Personally Known as identification, and who did not take an oath. (Type of identification)

NOTARY PUBLIC: Marybeth Rios (Signature)-Marybeth Rios

My commission expires: March 1, 2017





Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

NOTICE FOR BIDS

Solicitation No.: **Y1128904C1**

Solicitation Title: **North Regional Wastewater Treatment Plant Injection Well
Mechanical Integrity Testing
(Non-Sheltered Market)**

Sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to Broward County for **North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing, Bid No. Y1128904C1**, will be received by the Board of County Commissioners until **2 p.m. on Wednesday, May 15, 2013**, at the offices of the Purchasing Division of Broward County, Governmental Center, Room 212, 115 S. Andrews Ave., Fort Lauderdale, FL 33301. Bids will be publicly opened and read thereafter.

Scope of Work: This project includes the furnishing of all labor, materials, equipment, services and incidentals for the mechanical integrity testing of six existing deep injection wells IW-1 through IW-6. Maintenance of existing operations is mandated throughout the testing period, all in conformance with the Contract Documents.

Goal Participation: The County Business Enterprise (CBE) participation goal for this project is **0%**.

Pre-bid Conference and Site-Visit: A non-mandatory Pre-Bid Conference and Site-Visit will be held on **April 24, 2013 at 2 p.m.** at the following locations:

Pre-Bid Conference: **Broward County Water and Wastewater Services Complex
Building 2, Training Room, 1st Floor, 2555 West Copans Road,
Pompano Beach, FL 33069**

Site-Visit: Immediately following the Pre-Bid Conference:

**North Regional Wastewater Treatment Plant
2401 North Powerline Road
Pompano Beach, FL 33069**

Inspection of the Contract Documents: The Contract Documents are open to public inspection at the offices of the Purchasing Division of Broward County, located at Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

Obtaining the Contract Documents: The Contract Documents (project manual), in electronic format, are available at **No Charge (\$0.00)** per compact disc (CD) that contains an electronic copy of the Contract Documents, specifications and drawings in .pdf format. The CD can be obtained from Hazen and Sawyer, P.C., 4000 Hollywood Blvd., Suite 750N, Hollywood, FL 33021. To obtain a CD, contact Michael Wengrenovich at telephone number, 954-987-0066 or by e-mail to mwengrenovich@hazenandsawyer.com.

County/State License Requirements: In order to be considered a responsive bidder for the scope of work set forth in these bid documents, the bidder must possess the following license(s) at the time of bid submittal:

STATE: State of Florida Certified Water Well Contractor

BROWARD COUNTY: Not Applicable

Project Manager: Robert Sarkies, 954-831-3288 or rsarkies@broward.org

Purchasing Agent: Ilyse S. Valdivia, 954-357-6078 or ivaldivia@broward.org

Addenda: All Addenda will be posted to the Broward County Purchasing Division website under "Current Solicitations" at <http://www.broward.org/purchasing/Pages/Default.aspx>. Bidders shall be responsible for obtaining, reviewing, and executing addenda.

Bid Guaranty: Each bid shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount.

Cone of Silence: The Cone of Silence is in effect for this project. In accordance with Section 1-266 of the Broward County Code of Ordinance, as amended, provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff. The Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the COUNTY's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

Bid No. Y1128904C1



CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

North Regional Wastewater Treatment Plant Injection Well
Mechanical Integrity Testing

BROWARD COUNTY

through its

BOARD OF COUNTY COMMISSIONERS

of

BROWARD COUNTY, FLORIDA

BID/CONTRACT NO.: Y1128904C1

BCWWS Project No. 9201



Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

A handwritten signature in black ink that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director
Broward County Purchasing Division

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org

DIRECTOR OF PURCHASING LETTER

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SECTION 001100-1: NOTICE

The attached Construction Contract Documents have been approved by the Risk Management Division and the Purchasing Division relating to their respective areas of responsibility, prior to the public notice of the Invitation for Bid.


Water and Wastewater Engineering Division
(Using Division)

Gregory M. Balicki, P.E., Contract Administrator

(Director – Contract Administrator)

Hazen and Sawyer, P.C.
(Consultant, if applicable)

Approved by:


Contract Administrator
Digitally signed by
ivaldivia@broward.org
DN:
cn=ivaldivia@broward.org
Date: 2013.04.10 14:02:38
roward.org
Purchasing Agent

Date 4/4/13

Date _____


Risk Management Division

Date 4/10/13

SECTION 001100-2: NOTICE OF INVITATION TO BID

Refer to website: www.broward.org/purchasing

Sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to Broward County for **North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing** for **Broward County Water and Wastewater Services**.

Bid No. Y1128904C1 will be received by the Board of County Commissioners, Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 until **2:00 p.m. on Wednesday, May 15, 2013**, at which time bids will be publicly opened and read thereafter.

Bid opening can be viewed through a live webcast; visit www.broward.org and select Video Central.

There will be a Pre-bid Conference and Site Visit on **April 24, 2013 at 2 p.m.** at the following locations:

Pre-Bid Conference: **Broward County Water and Wastewater Services**
2555 West Copans Road, Building 2, Training Room
Pompano Beach, FL 33069

Site Visit Immediately following the Pre-Bid Conference:

North Regional Wastewater Treatment Plant
2401 North Powerline Road
Pompano Beach, FL 33069

Attendance at the Pre-bid Conference and Site Visit is highly encouraged and recommended as a source of information but is not mandatory.

The Contract Documents are open to public inspection at the offices of the Purchasing Division of Broward County, Government Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

The Contract Documents (project manual), are available at **No Charge (\$0.00)** per compact disc (CD) that contains an electronic copy of the Contract Documents, specifications and drawings in .pdf format. The CD may be obtained from Hazen and Sawyer, P.C., 4000 Hollywood Blvd., Suite 750N, Hollywood, FL 33021. To obtain a CD, contact Michael Wengrenovich at telephone number, 954-987-0066 or by e-mail to mwengrenovich@hazenandsawyer.com.

SECTION 001100-3: SCOPE OF WORK

The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of:

The Work of the Contract comprises the mechanical integrity testing of six existing deep injection wells IW-1 through IW-6. The work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the testing of the wells. Maintenance of existing operations is mandated throughout the testing period.

Location of Work: North Regional Wastewater Treatment Plant
 2401 North Powerline Road
 Pompano Beach, FL 33069

SECTION 002000: DEFINITIONS

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

1. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
2. Board: The Board of County Commissioners of Broward County, Florida, its successors and assigns.
3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
4. CONSULTANT: Architect or Engineer who has contracted with COUNTY or who is an employee of COUNTY, to provide professional services for this Project.
5. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
6. Contract Administrator: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by said ranking managerial employee.
7. Contract Documents: The official documents setting forth bidding information, requirements and contractual obligations for the project and includes the Contract, Invitation to Bid, Scope of Work, Instruction to Bidders, Supplements, Technical Specifications, Exhibits, Certificates, Closeout Forms, General Conditions, Supplementary Conditions, Plans, Drawings, Addenda, General Requirements, Project Forms, Certifications, Bid Forms, Bid Tender Form, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Purchase Order(s), Change Order(s), Field Order(s), Supplemental Instructions and any additional documents the submission of which is required by this Project.
8. Contract Price: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.
9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended as provided herein.
10. CONTRACTOR: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
11. COUNTY or Owner: Broward County, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the owner of a construction project. In the event COUNTY exercises its regulatory authority as a governmental body, the

exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY's regulatory authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.

12. **Field Order:** A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
13. **Final Completion:** The date certified by the Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the Consultant; any other documents required to be provided by CONTRACTOR have been received by the Consultant; and to the best of the Consultant's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
14. **Materials:** Materials incorporated in this Project, or used or consumed in the performance of the Work.
15. **Notice(s) to Proceed:** Written notice to CONTRACTOR authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
16. **Plans and/or Drawings:** The official graphic representations of this Project which are a part of the Contract Documents.
17. **Project:** The construction project described in the Contract Documents, including the Work described therein.
18. **Project Initiation Date:** The date upon which the Contract Time commences.
19. **Responsive bidder:** means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a Responsive Bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.
20. **Responsible bidder:** means an offeror who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
21. **Subcontractor:** A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
22. **Substantial Completion:** That date, as certified in writing by the Consultant and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the

issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

23. **Surety:** The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
24. **Work:** The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

SECTION 002100: INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

1. **Examination of Contract Documents and Site:** It is the responsibility of each Bidder before submitting a Bid, to:
 - 1.1. Examine the Contract Documents thoroughly;
 - 1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
 - 1.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward County Procurement Code that may affect costs, progress, performance, furnishing of the Work, or award;
 - 1.4. Study and carefully correlate Bidder's observations with the Contract Documents; and
 - 1.5. Carefully review the Contract Documents and notify the COUNTY of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. **Pre-Bid Interpretations:** Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to COUNTY in writing. Bidder shall submit all questions by e-mail to: **Robert Sarkies, Project Manager, Water and Wastewater Engineering Division, at rsarkies@broward.org and Ilyse S. Valdivia, Purchasing Agent III, Purchasing Division, at ivaldivia@broward.org.**

Interpretations or clarifications considered necessary by the COUNTY in response to such questions will be issued by COUNTY by means of addenda. Written questions should be received no less than fourteen (14) calendar days prior to the date of the bid opening. There shall be no obligation on the part of COUNTY to respond to questions received less than fourteen (14) calendar days prior to bid opening.

3. **Submission of Sealed Bids:** All bids must be received at the **Purchasing Division of Broward County, Governmental Center, Room 212, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301**, before the time and date specified for bid opening. The Bid Tender Form must be executed and submitted with all bid sheets in a sealed envelope. It is the bidder's sole and strict responsibility for obtaining and submitting a response on or before the due date and time. Broward County is not responsible for bidder's delays and untimely submittal caused by using the United States Postal Service or any other type of delivery method (i.e. courier,

shipping, or transportation services). Submittals or responses delivered or received at any other location than the location specified herein and/or received late shall be deemed non-responsive.

The original Bid Tender Form must be signed, preferably in blue ink, and should include one photocopy and one compact disk (CD) (or flash drive) of executed scanned bid document in one envelope. The CD should contain a scanned portable document format (PDF) file of the submitted original hardcopy. If there are any discrepancies, information contained in the original hard copy will prevail. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those bids which do not comply with these conditions are subject to rejection.

4. **Printed Form of Bid:** All bids must be made upon the blank Bid Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
5. **Acceptance or Rejection of Bids:** COUNTY reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the bid opening date. A Bidder may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners or Director of Purchasing.
6. **Waiver of Technicalities or Irregularities:** The Board of County Commissioners reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
7. **Determination of Award:** Except where COUNTY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by COUNTY to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as COUNTY determines to be in its own best interests. In the determination of the lowest bid, the COUNTY reserves the right to provide for a local preference in accordance with Ordinance No. 92-11 as applicable. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and COUNTY's regulations, the more stringent regulations concerning the determination for award shall apply.
8. **Evaluation:** An interim performance evaluation of the successful CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful CONTRACTOR for future bids with the COUNTY.
9. **Contract Price:** The Contract Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or

lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.

10. **Postponement of Date for Opening of Bids:** COUNTY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven (7) calendar days written notice of any such postponement to each prospective Bidder.
11. **Qualifications of Bidders:** Bids shall be considered only from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to COUNTY. Refer to Section 002200: Instructions to Bidders Supplement for additional requirements of Bidder's qualifications (if applicable).

In determining a Bidder's responsibility and ability to perform the Contract, COUNTY has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

12. **Addenda and Modifications:** Bidders are responsible for checking the COUNTY's website (www.broward.org/purchasing) for additional information and addenda. COUNTY shall make reasonable efforts to issue addenda within seven (7) calendar days prior to bid opening date, or less as stated in addenda. All addenda and other modifications made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Contract Documents. Bidders shall be responsible for obtaining, reviewing and executing each addendum. Bidders shall be responsible for notifying COUNTY of any issues in each addendum within seven (7) business days of issuance and prior to submittal of bid response.

13. **Commonly Asked Questions (CAQs)** – general questions submitted by bidders requesting clarifications or non-material information may be answered by “Commonly Asked Questions.” A separate document link will be posted on the Purchasing Division's website in conjunction with the bid solicitation. A CAQ is for informational purposes only and does not have to be acknowledged with the bid submittal. If CAQ is issued, Bidders should check Commonly Asked Questions frequently for any updates (document will be regularly updated as needed).

14. **Prevailing Wage Rates:** as applicable, one of the following wage rates shall apply:
Prevailing Wage Rates: On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars (\$250,000.00) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (refer to Instructions to Bidders Supplement, Section 002205-1).

15. **Occupational Health and Safety:** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- 15.1. The chemical name and the common name of the toxic substance.

- 15.2. The hazards or other risks in the use of the toxic substance, including:
 - 15.2.1. The potential for fire, explosion, corrosion, and reaction;
 - 15.2.2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 15.2.3. The primary routes of entry and symptoms of overexposure.
 - 15.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - 15.4. The emergency procedure for spills, fire, disposal, and first aid.
 - 15.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 15.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
16. **Asbestos Containing Material in County Buildings:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
17. **Environmental Regulations:** Pursuant to the Broward County Procurement Code, COUNTY reserves the right to consider a Bidder's history of citations and violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of COUNTY. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify COUNTY immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to it.
18. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, COUNTY, through Consultant (if applicable), will have made its best efforts to name additional references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the Consultant, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the Consultant.
19. **Protested Solicitation and Award:** Any protest over solicitation or award of this contract must be in accordance with the Broward County Procurement Code provisions relating to Pre-

Litigation Resolution of Controversies. In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

- 19.1. Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the COUNTY within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- 19.2. Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the COUNTY within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website.
- 19.3. Any actual or prospective bidder or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- 19.4. For purposes of this section a business day is defined as Monday through Friday between 8:30am and 5:00pm. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest. (e) As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY's estimated contract price for the project. The COUNTY may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

| Estimated Contract Amount | Filing Fee |
|---------------------------|------------|
| \$30,000 - \$250,000 | \$500 |
| \$250,001 - \$500,000 | \$1,000 |
| \$500,001 - \$5 million | \$3,000 |
| Over \$5 million | \$5,000 |

The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the COUNTY's estimated contract price for the project. The COUNTY may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners.

- 20. **False Claims:** In accordance with the COUNTY's False Claims Ordinance, Sections 1-276 – 1-287, Broward County Code of Ordinances, the successful bidder must maintain, as a condition precedent to submitting a claim against the COUNTY, a final bid takeoff. The final bid takeoff

shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the COUNTY. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.

21. **Local Preference:** In accordance with Section 1-74 through 1-80 Broward County Code of Ordinances, as amended, and Section 21.31.a of the Broward County Administrative Code, as amended, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise prohibited by federal or state law or other funding source restrictions, when there is an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid, each will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid. Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.
22. **Battery Disposal:** In accordance with Florida 1993 Solid Waste Act, the manufacturer of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries purchased by the COUNTY. The COUNTY shall not be liable for any cost associated with the reclamation and disposal of such batteries.
23. **Dun & Bradstreet Report Requirement:** The COUNTY may review the bidder's rating and payment performance to assist in determining a bidder's responsibility when being evaluated for a contract award.
24. **Cone of Silence Ordinance:** In accordance with Section 1-266, of the Broward County Code of Ordinance, as amended, provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.
 - 24.1. For Invitations for Bids the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The

Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

- 24.2. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- 24.3. Any violations of this ordinance by any member(s) of the responding firm or joint venture may be reported to the COUNTY's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.
25. **Tie Bids:** If two or more bidders are tied, the tie will be broken and the successful vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.
26. **Public Bid Disclosure Act:** Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fee a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction are identified in Section 2204: Public Bid Disclosure Act. Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.
27. **Certification, License and Registration Requirements:** The certification, license and registration requirements for this project are identified in Section 002202.
28. **Office of Economic and Small Business Development (OESBD) Requirements: (not applicable)** as provided for in Section 002201, OESBD will review bidder's submission for compliance to the participation goal established for this Contract or demonstrates that the bidder made a good faith effort to meet the participation goal and submit the required information with its bid. Where the determination the bidders is non-compliance to participation goals, the Director of Purchasing will determine responsiveness.
29. **Bid Guaranty Requirement:** All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 7200, General Conditions, Section 5, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (Form 004313), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total base bid amount, payable to the Broward County Board of County Commissioners and conditioned upon the successful Bidder executing the Contract and providing the required Performance Bond/Guaranty and Payment Bond/Guaranty and evidence of required insurance (or enrollment into OCIP) within fifteen (15) calendar days after notification of award of the Contract. **A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID GUARANTY.** The guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond/Guaranty, Payment Bond/Guaranty and Certificate(s) of Insurance (or enrollment into OCIP), within fifteen (15) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for

execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by COUNTY's Director of Purchasing for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.

30. **Domestic Partnership Act Requirements:** Effective November 15, 2011, the Domestic Partnership Act – Ordinance No. 2011–26 has been amended to require all Contractors contracting with Broward County in an amount over \$100,000 provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance. The Domestic Partnership Certification (Form 004300) should be completed and submitted at the time of bid submittal, but must be provided within five (5) business days after County's request.
31. **State of Florida Division of Corporations Requirements:** It is the vendor's responsibility to comply with all state and local business requirements. All vendors located within Broward County and/or providing a service within the County must have a current Broward County Local Business Tax Receipt. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations. The COUNTY will review the vendor's business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the vendor must remain in good standing throughout the contractual period of performance.
32. **Local Business Tax Receipt Requirements:** All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.
33. **Security Requirements:** The applicable security requirements for this project are identified in Section 002200, Instructions to Bidders Supplement (Aviation, Port Everglades, or other known security requirements for construction location).
34. **Drug-Free Workplace Certification:** Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Form 004546-1) should be furnished within five (5) business days after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your firm unqualified and ineligible for award.
35. **Non-Collusion:** By submission of this bid, Bidder certifies that this bid is made independently and free from collusion. Bidder shall disclose, to the best of its knowledge, any Broward County

officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Bidder's business who is in a position to influence this procurement. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code. The Bidder should complete and submit the Non-Collusion Certification Form (004546-2) with the bid submittal, but must submit within five (5) business days of COUNTY's request.

36. **Non-Certified Subcontractors and Suppliers:** CONTRACTOR shall within five (5) calendar days of the COUNTY's request, or prior to award of the Contract, whichever occurs first, notify COUNTY and CONSULTANT in writing of the non-certified subcontractors proposed for the Work by submitting the "Vendors List (Non-Certified Subcontractors and Suppliers Information)" (Form 004546-3) properly filled out with each subcontractor's information. Each subcontractor must possess certificates of competency and licenses required by law and as set forth in the Contract. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors. This includes all major material suppliers that provide materials in the amount of \$50,000 or more. CONTRACTOR shall provide the COUNTY with the Final List of Non-Certified Subcontractors and Suppliers Form (Closeout Form 007600-4) as part of CONTRACTOR's Final Payment package.
37. **Lobbyist Registration Certification:** A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall certify that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on the basis, exercise any contractual right to terminate the contract for convenience. The Bidder should complete and submit the Lobbyist Registration Certification Form (004546-4) with the bid submittal, but must submit within five (5) business days of COUNTY's request.
38. **Scrutinized Companies List:** (not applicable) Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the COUNTY that it is not on either list at the time of submitting a bid, proposal or response. The Bidder should complete and submit the Scrutinized Companies Certification Form (004546-5) with the bid submittal, but must submit within five (5) business days of COUNTY's request.
39. **Trench Safety Act:** (applicable) If the Bid Tender Form is marked, the Bidder should complete and submit the Trench Safety Act (Form 004546-6), with the bid submittal, but must submit within five (5) business days of COUNTY's request.
40. **Insurance Requirements:** The insurance requirements for this project are identified in the Instructions to Bidders Supplement, Section 002203-1.
41. **E-Verify Program Certification:** (Not - Applicable.)

SECTION 002200: INSTRUCTIONS TO BIDDERS SUPPLEMENT

The type of work is further described as the performance of mechanical integrity tests (MIT's) of Class I injection wells in the State of Florida. The bidder shall have performed a minimum of five (5) MIT's on Class I Injection Wells in the past five (5) years. Identification of the five (5) MIT's completed should be included with the bidder's bid submittal but must be submitted within five (5) calendar days of County's request.

Security Badge Identification System: The Contractor shall have a security badge identification system for its employees working in and around the North Regional Wastewater Treatment Plant (NRWWTP) to maintain a level of security necessary to protect the public and Contractor, Engineer and County employees. All workers, including day laborers and subcontractors employees shall be issued an identification badge by the contractor. The identification badges shall be worn visibly by workers at all times. All lost or stolen identification badges shall be reported to the County immediately.

**SECTION 002201: OFFICE OF ECONOMIC AND SMALL BUSINESS
DEVELOPMENT REQUIREMENTS**

The Broward County Business Enterprise Program (CBE Program) shall not apply to this contract. There is no CBE participation goal assigned to this contract. Although no CBE goal has been established for this contract, the County encourages contractors to give full consideration to the use of CBE firms to perform work under the contract.

SECTION 002202: CERTIFICATION, LICENSING AND REGISTRATION REQUIREMENTS

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Proof of licensing should be furnished within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

STATE: | State of Florida Certified Water Well Contractor |
BROWARD COUNTY: | N/A |

Any work performed not within the scope of the above contract must be performed by a licensed contractor.

Special Exception From the Above Requirements For a Non-Florida Domiciled Contractor Bids for construction, improvement, remodeling, or repair of COUNTY buildings only (if applicable): If Bidder is a Non-Florida Domiciled Contractor, Bidder may, in lieu of complying with requirements set forth above, submit evidence to COUNTY of having applied for a limited Non-Renewable Registration from the Department of Professional Regulation as provided for in Section 489.117(3) F.S. A copy of the application form stamped date received by the Construction Industry Licensing Board will constitute sufficient evidence under this paragraph. BIDDER must provide COUNTY with proof of having obtained the Non-Renewable Registration prior to award of the Project.

SECTION 002203-1: INSURANCE REQUIREMENTS (NON-OCIP)

1. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverage(s) set forth herein.
 - 1.1. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include:
 - 1.1.1. Employers' Liability with a limit of **One Million Dollars (\$1,000,000.00)** each accident.
 - 1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
 - 1.2. Comprehensive Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability and **Two Million Dollars (\$2,000,000.00)** per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive or General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - 1.2.1. Premises and/or Operations.
 - 1.2.2. Independent Contractors.
 - 1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three (3) years after completion of all work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - 1.2.4. Explosion, Collapse and Underground Hazards.
 - 1.2.5. Broad Form Property Damage.
 - 1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - 1.3. Business Automobile Liability with minimum limits of **Five Hundred Thousand Dollars (\$500,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 1.3.1. Owned Vehicles, if applicable.
- 1.3.2. Hired and Non-Owned Vehicles, if applicable.
- 1.3.3. Employers' Non-Ownership, if applicable.
- 1.3.4. Comprehensive Form
- 1.3.5. Any Auto
- 1.4. Excess Liability: **(Non-Applicable for this project.)** Or within limits of (Number) Million Dollars (\$N/A) and (Number) Million Dollars (\$N/A) per aggregate is required above for Commercial General Liability or Business Auto Liability under an Excess Liability policy. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a pure/true "Follow-form" basis. |
- 1.5. Builder's Risk: **(Non-Applicable for this project.)** - As a condition precedent to the issuance of the second Notice to Proceed, CONTRACTOR shall provide all risk Completed Value form Builders Risk Policy with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except wind and flood. For the peril of wind, the CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract Price said percentage to be determined at the sole discretion of the COUNTY's Risk Manager. For the peril of flood, the CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed **Fill in Dollar Amount Dollars (\$N/A)**. Such Policy shall reflect Broward County as additional loss payee. CONTRACTOR shall be responsible for up to the first Ten Thousand Dollars (\$10,000.00) of loss within any of the Policy's deductibles. Broward County shall be responsible for all losses in excess of the CONTRACTOR's deductible responsibilities up to the applicable Policy deductibles. |
- 1.6. Property Insurance: **(Non-Applicable for this project.)** The COUNTY reserves the right to provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of the contractors or subcontractors tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. |
 - 1.6.1. |If the COUNTY decides to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case the insurance required to be carried by the CONTRACTOR may be modified to account for the insurance being provided by the COUNTY. Such modification may also include execution of Waiver of Subrogation documentation.
 - 1.6.2. In the event that a claim occurs for this Project and is made upon the COUNTY's insurance policy, for other than a windstorm, Contractor will pay Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.

- 1.6.3. Waiver of Occupancy Clause or Warranty--Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by COUNTY.
- 1.6.4. Flood Insurance (Buildings or Structures): (Applicable or Non-Applicable for this project.) When the buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.
- 1.7. Installation Floater: **(Non-Applicable for this project.)** for the installation of machinery and/or equipment into an existing structure shall be "All Risk" coverage including installation and transit for one hundred percent (100%) percent of the "installed replacement cost value," covering COUNTY as a named insured, with a deductible of not more than Ten Thousand Dollars (\$10,000.00) each claim.
 - 1.7.1. Cessation of Insurance - Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by Broward County.
 - 1.7.2. Flood Insurance (Machinery or Equipment): (Applicable or Non-Applicable for this project.) When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Program.
- 1.8. Environmental Pollution Liability: **(Applicable for this project)** Includes cleanup costs and Environmental Impairment Liability insurance coverage shall be in the minimum amount of **One Million Dollars (\$1,000,000.00)** per claim, subject to a maximum deductible of **One Thousand Dollars (\$100,000.00)** per claim. Such policy shall include a **N/A Dollars (\$N/A)** annual policy aggregate and name Broward County Board of County Commissioners as additional insured. CONTRACTOR shall be responsible for all deductibles in the event of a claim.
- 1.9. Professional Liability Insurance: **(Non-Applicable for this project)** A Professional Liability Insurance Policy shall be provided which shall contain minimum limits of **N/A** dollars **(N/A)** for each claim. Any deductible amount shall not exceed **N/A** dollars **(N/A)** for each occurrence. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.
- 1.10. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 1.11. Notice of Cancellation and/or Restriction--The policy (ies) must be endorsed to provide Broward County with at least thirty (30) days notice of cancellation and/or restriction.

- 1.12. CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract as indicated in Section 007200, Article 7. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 004520. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
- 1.13. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 1.14. Right to revise or reject. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, 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.
- 1.15. COUNTY and CONSULTANT is to be expressly included as Additional Insured in the name of Broward County and CONSULTANT with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and CONSULTANT as an additional insured.

SECTION 002204: PUBLIC BID DISCLOSURE ACT

Pursuant to the Public Bid Disclosure Act, the COUNTY is required to provide notice of each license, permit and fees a Contractor will have to pay the COUNTY before or during construction or the percentage method or unit method of all licenses, permits and fees required by the COUNTY and payable to the COUNTY by virtue of this construction. The COUNTY identifies the following as applicable:

Water and Wastewater Services Engineering Division will pay for all permits and fees required by agencies of Broward County.

Licenses, permits and fees which may be required by the State of Florida, state agencies or other local government entities are not included.

SECTION 002205: WAGE REQUIREMENTS

Broward County Ordinance No. 83-72 providing for payment of prevailing wage rates and fringe benefits is applicable to this Project and must be complied with if this bid is Two Hundred Fifty Thousand Dollars (\$250,000.00) or more. Refer to Section 002205-1 for wage rate tables.

SECTION 002205-1: WAGE RATE TABLES

General Decision Number: FL130150 01/04/2013 FL150

Superseded General Decision Number: FL20120150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date

0 01/04/2013

* ELEC0728-006 09/01/2012

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.46 | 9.12 |

ENGI0487-014 01/01/2010

| | Rates | Fringes |
|---|-------|---------|
| OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static- Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; | | |

Cranes with 3 Drums (When
3rd drum is rigged for
work); Gantry & Overhead
Cranes; Hydraulic Cranes
Over 25 Tons but not more
than 50 Tons;

Hydraulic/Friction Cranes;
& All Types of Flying

Cranes; Boom Truck.....\$ 28.30 8.78

Cranes with Boom Length
Less than 150 Feet (With
or without jib); Hydraulic
Cranes 25 Tons & Under, &
Over 50 Tons (With Oiler);

Boom Truck.....\$ 27.57 8.78

OPERATOR: Drill.....\$ 25.05 8.78

OPERATOR: Oiler.....\$ 22.24 8.78

IRON0272-005 10/01/2011

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 23.94 5.93

LABO1652-004 05/01/2009

Rates Fringes

LABORER: Grade Checker.....\$ 14.50 4.67

 PAIN0365-007 07/01/2008

| | Rates | Fringes |
|--|----------|---------|
| PAINTER: Brush, Roller and Spray..... | \$ 16.00 | 6.15 |

 SUFL2009-146 06/24/2009

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER, Includes Form Work.... | \$ 17.00 | 2.51 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 15.00 | 8.64 |
| LABORER: Common or General..... | \$ 9.87 | 3.24 |
| LABORER: Landscape..... | \$ 7.25 | 0.00 |
| LABORER: Pipelayer..... | \$ 14.00 | 2.42 |
| LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)..... | \$ 10.63 | 2.20 |
| OPERATOR: Asphalt Paver..... | \$ 11.59 | 0.00 |
| OPERATOR: Backhoe Loader Combo..... | \$ 16.10 | 2.44 |
| OPERATOR: Backhoe/Excavator.... | \$ 18.77 | 1.87 |
| OPERATOR: Bulldozer..... | \$ 14.95 | 0.81 |
| OPERATOR: Grader/Blade..... | \$ 16.00 | 2.84 |

| | | |
|---------------------------------|----------|------|
| OPERATOR: Loader..... | \$ 14.00 | 2.42 |
| OPERATOR: Mechanic..... | \$ 14.32 | 0.00 |
| OPERATOR: Roller..... | \$ 10.95 | 0.00 |
| OPERATOR: Scraper..... | \$ 11.00 | 1.74 |
| OPERATOR: Trackhoe..... | \$ 20.92 | 5.50 |
| OPERATOR: Tractor..... | \$ 10.54 | 0.00 |
| TRUCK DRIVER, Includes Dump | | |
| Truck..... | \$ 9.60 | 0.00 |
| TRUCK DRIVER: Lowboy Truck..... | \$ 12.73 | 0.00 |
| TRUCK DRIVER: Off the Road | | |
| Truck..... | \$ 12.21 | 1.97 |

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 003100: AVAILABLE PROJECT INFORMATION (if applicable)

Intentionally Left Blank.

ORIGINAL

Bid No. Y1128904C1

FORM 004113-1: BID TENDER

Print Name of Bidder: Layne Christensen Company

Date Submitted: May 15, 2013

The Board of County Commissioners
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Bid Guaranty; and all other required information with the bid; and that this bid is submitted voluntarily and willingly.

The Bidder agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

The Bidder also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security permitted by COUNTY Procurement Code, each for not less than the total bid price plus alternates, if any, and to furnish the required Certificate(s) of Insurance/enrollment into OCIP.

The undersigned further agrees that the bid guaranty accompanying the bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by COUNTY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm has the bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details:

No

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the bid solicitation:

One

Attached is [check section that applies] a Bid Bond(x), Cash(), Money Order(), Unconditional Letter of Credit(), Treasurer's Check(), Bank Draft(), Cashier's Check(), or Certified Check (), No. Bank of for the sum of

Five Percent of Amount Bid Dollars (\$^{5t} Amount of Bid).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: Layne Christensen Company

City/State/Zip: 5061 Lockett Road

Fort Myers, Florida 33905

Telephone/Fax No.: 239-275-1029 / Fax: 239-275-1025

Email Address: christopher.bannon@layne.com

Federal I.D. No.: 48-0920712 (if applicable) Dun and Bradstreet No.: 00-696-5917

If a partnership, names and addresses of partners:

None

(Sign below if not incorporated)

WITNESSES:

None

None

None
(Type or Print Name of Bidder)

None
(Signature)

None
(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:



Assistant Secretary - Rhonda L. Rinehart

Layne Christensen Company
(Type or Print Name of Corporation)


_____ General Manager
(Signature and Title)

Edward McCullers
(Type or Print Name Signed Above)



Incorporated under the laws of the State of Delaware

REVISED FORM 004113-2: SCHEDULE OF PRICES BID

Supply all Labor, Materials, Equipment, and Supplies necessary in accordance with Specifications and Drawings.

**BROWARD COUNTY NORTH REGIONAL WASTEWATER TREATMENT PLANT
 INJECTION WELL MECHANICAL INTEGRITY TESTING**

- NOTES:**
1. The quantity of Item No. 1 may be decreased by the COUNTY and the COUNTY makes no guarantee on the quantity to be authorized. Refer to Section 01025 – Measurement and Payment for further information on schedule of bid items.
 2. Work shall not commence until April 2014. Refer to Section 13197, Article 1.02, Paragraphs A and B.

| <u>Item No.</u> | <u>Estimated Quantity</u> | <u>Description</u> | <u>Unit</u> | <u>Total</u> |
|--|---------------------------|--|-------------|--------------------------|
| 1 | 6 each | Mechanical Integrity Testing for a unit price each of: <u>Thirty Three Thousand Seven Hundred Eighty Five Dollars and Zero----- Cents</u> | \$ 33,785 | \$ 202,710 |
| 2 | Lump Sum | Performance and Payment Guaranty And Insurance*, for the lump sum price of: <u>Six Thousand Eighty One Dollars and Zero ----- Cents</u> | \$ 6,081 | \$ 6,081 |
| 3 | Allowance | Water Use Charges, for the allowance price of: | | <u>\$6,000.00</u> |
| TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 3 INCLUSIVE: | | | | <u>\$ 214,791</u> |

*Performance and Payment Guaranty and Insurance limited to 3% of the Total Bid Price. Refer to Section 01025, Paragraph 1.02, sub-paragraph B for further information.

Trench Safety Act does not apply to this bid solicitation. Insurance Certificate must be project specific. Documentation of actual cost for bonding and insurance for this project from your carrier must be supplied with first request for payment for reimbursement by COUNTY.

Print Name of Bidder: Layne Christensen Company

FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN FIVE BUSINESS DAYS OF COUNTY'S REQUEST

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: **(Please check only one below).**

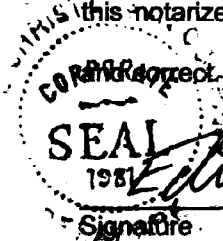
- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(Please check only one below).**
 - The vendor's price bid for the initial contract term is \$100,000 or less.
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

FORM 004300: DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, Edward McCullers, General Manager of
(Name) (Title)

Layne Christensen Company hereby attest that I have the authority to sign
(Vendor)

This notarized certification and certify that the above-referenced information is true, complete

 A circular notary seal for Edward McCullers, Notary Public, State of Florida, Commission # EE 000009, expires March 1, 2017. The seal is partially obscured by a signature.

Edward McCullers
Signature
Edward McCullers
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this 14th day of May, 2013

STATE OF Florida COUNTY OF Lee

Marybeth Rios
Notary Public (Print, type or stamp commissioned name of Notary Public)
Marybeth Rios

My commission expires: March 1, 2017

(SEAL)

Personally Known X or Produced Identification _____

Type of Identification Produced: Personally Known



FORM 004313: UNCONDITIONAL LETTER OF CREDIT

Date of Issue None

Issuing Bank's No. None

Beneficiary:

Broward County through its
Board of County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Applicant:

Amount: None

in United States Funds

Expiry: None

(Date): None

Bid/Contract Number: None

We hereby authorize you to draw on None
(Bank, issuer name)

at None by order of and for the account
(Branch address)

of None
(Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of None available
by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or the Administrator's
authorized representative, that the drawing is due to default in performance of obligations on the
part of None

(Contractor, Applicant, Customer) agreed upon by and between Broward County and
None (Contractor, Applicant, Customer) pursuant
to the Bid/Contract No. None for None
(Name of Project)

Drafts must be drawn and negotiated not later than None
(Expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. None of
None dated None."
(Bank name)

FORM 004313: UNCONDITIONAL LETTER OF CREDIT (continued)

This Letter of Credit sets forth in full terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the None
(Contractor, Applicant, Customer)

shall be a release of all obligations.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

None

Authorized Signature

FORM 004339-1: LETTER OF INTENT

Not applicable to this solicitation.

FORM 04339-2: APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT

Not applicable to this solicitation.

FORM 004513: BIDDER QUALIFICATIONS QUESTIONNAIRE

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF "NONE" (IF APPROPRIATE). DO NOT USE "N/A" AS A RESPONSE TO ANY QUESTION.

THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein.

- How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

| License/Certification Registration | # Years |
|--|----------|
| <u>Water Well Contractor License - 11312</u> | <u>4</u> |
| <u>Certified General Contractor - CGC1518946</u> | <u>3</u> |

Layne has been in business 130 years, and has been licensed in Florida since water well contractors licensing was enacted. Water Well Contractor Licenses are issued to individuals not companies or corporations. Layne has multiple, Chapter 489 licenses issued by the State of Florida.

- What business are you in? Well Drilling / Drilling Related Services
- What is the last project of this nature that you have completed?

Mechanical Integrity Testing of Injection Wells IW-1, IW-2 And IW-3, in April of 2013 for the City of Sunrise at Sawgrass WWTP.
- Have you ever failed to complete any work awarded to you? If so, where and why?

No
- Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

None

PRINT NAME OF BIDDER: Layne Christensen Company

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1

City of Sunrise Effluent Deep Wells MITs at Sawgrass WWTP
(Organization/Company) (Project Name)

Ted Petrides, P.E. 10770 W. Oakland Park Blvd. 954-888-6000
(Contact Name) (Address) (Phone No.)

PO# 27863L \$ 105,701 April 2013
(Contract Number) (Project Value) (Date Services Provided)

Scope of Project:

Mechanical Integrity Testing of Injection Wells IW-1, IW-2 and IW-3 at Sawgrass WWTP including video surveys, packer tests and radioactive tracer surveys

4.2

City of West Melbourne MIT of the injection Well at the Ray Bullard WRF
(Organization/Company) (Project Name)

Keith Mills 2240 Minton Road 321-837-7777
(Contact Name) (Address) (Phone No.)

PO# 13-0280 \$ 38,748 January 2013
(Contract Number) (Project Value) (Date Services Provided)

Scope of Project:

Mechanical Integrity Testing of Injection Well IW-1 at Ray Bullard WRF, including video survey, packer test and radioactive tracer survey

4.3

City of Hollywood MIT of Injection Wells IW-1 & IW-2 at SRWWTP
(Organization/Company) (Project Name)

Jeff Jiang, P.E. 1621 North 14 Avenue 954-921-3930
(Contact Name) (Address) (Phone No.)

Project # 12-9931 \$ 73,804 September 2012
(Contract Number) (Project Value) (Date Services Provided)

Scope of Project:

Mechanical Integrity testing of Injection Wells IW-1 and IW-2 at SRWWTP, including video surveys, packer tests and radioactive tracer surveys

PRINT NAME OF BIDDER: Layne Christensen Company

5. List the following information concerning all contracts in progress as of the date of submission of this Solicitation. (In case of co-venture, list the information for all co-venturers.)

| NAME OF PROJECT | OWNER OF PHONE NO. | TOTAL CONTRACT VALUE | DATE OF COMPLETION PER CONTRACT | % OF COMPLETION TO DATE |
|----------------------|---------------------------------------|----------------------|---------------------------------|-------------------------|
| NCWRF IW-1 MIT | Collier County | \$26,995 | July 9, 2013 | 0% |
| WCEC IW-1 & IW-2 MIT | McNabb Hydrogeologic Consulting, Inc. | \$45,000 | June 25, 2013 | 0% |

Layne has hundreds of project ongoing at any given point in the time with annual revenue of \$ 1 Billion.

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Respondent completely inspected the proposed project site and does the Respondent have a complete plan for its performance?

Yes

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

Layne Christensen Company has over \$534 million worth of machinery and equipment. We have more than sufficient trucks, tubing, tooling & other equipment necessary to complete the scope of work as contemplated by your request for bid. Attached is a data sheet about the geophysical logging truck that Layne has stationed here in Southwest Florida to serve the Florida UIC well marketplace

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

None Anticipated

9. What equipment will you rent for the proposed work?

None Anticipated

PRINT NAME OF BIDDER: Layne Christensen Company

10. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

Christopher Bannon - Project Manager, See Resume

Superintendent - TBD based on Availability at the time of the award.

See all Superintendent Resumes Attached.

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

11.1 The correct name of the Respondent is:

Layne Christensen Company

11.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

Corporation

11.3 The address of principal place of business is:

1900 Shawnee Mission Parkway

Mission Woods, KS 66205

11.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

See Attached Corporate Officers Sheet

11.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers

Layne, Inc. - 06/05/92

Layne-Western Company, Inc. - 05/19/81 - 06/04/92

PRINT NAME OF BIDDER: Layne Christensen Company

11.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

None

12. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

None

12.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.

No

12.2 Under what conditions does the Respondent request Change Orders.

Additional/changing scope of work requested by Owner or Engineer or
conditions differing materially from those described in bid documents.

PRINT NAME OF BIDDER: Layne Christensen Company

13. LITIGATION HISTORY REQUIREMENT: The COUNTY will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the COUNTY all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

- 13.1. A similar type of work that the vendor is seeking to perform for the COUNTY under the current solicitation;
- 13.2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
- 13.3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
- 13.4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
- 13.5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 13.1-1.35 above, a case is **not** considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified in the form attached as Form 004513-1: Litigation History.

A Vendor is also required to disclose to the COUNTY any and all case(s) that exist between the COUNTY and any of the vendor's subcontractors/subconsultants proposed to work on this project.

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

PRINT NAME OF BIDDER: Layne Christensen Company

FORM 004513-1: LITIGATION HISTORY

| | |
|---|---|
| Party | Vendor is Plaintiff <input checked="" type="checkbox"/> Vendor is Defendant <input type="checkbox"/> |
| Case Name | Layne Christensen Company v. Posen Construction, Inc.; The City of Dearborn; and Safeco Insurance Company of America |
| Case Number | 13-001901-CK |
| Date Filed | 2/7/2013 |
| Name of Court or other tribunal | The Circuit Court for the County of Wayne, Michigan |
| Type of Case | Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/> |
| Claim or Cause of Action and Brief description of each Count | <ul style="list-style-type: none"> • Breach of Contract • Quantum Meruit • Quantum Meruit to defendant city • Claim to payment bond |
| Brief description of the Subject Matter and Project Involved | Dearborn, MI CSO Project Under subcontract to Posen, Layne GeoConstruction, a division of Layne performed grouting work and submitted two (2) requests for equitable adjustment of differing site conditions that have not been resolved. |
| Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.) | Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Opposing Counsel | Name: Alber Crafton, PSC; Zausmer, Kaufman, August, Caldwell & Tayler, PC Email: palber@albercrafton.com ; gaugust@zkact.com Phone number: (248) 822-6190; (248) 851-4111 |

NAME OF BIDDER: Layne Christensen Company

FORM 004513-1: LITIGATION HISTORY

| | |
|---|--|
| Party | Vendor is Plaintiff <input checked="" type="checkbox"/> Vendor is Defendant <input type="checkbox"/> |
| Case Name | Layne Christensen Company vs. Western Monmouth Utilities Authority |
| Case Number | 3:12-CV-03815-JAP-DEA |
| Date Filed | June 25, 2012 |
| Name of Court or other tribunal | US District Court – District of New Jersey |
| Type of Case | Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/> |
| Claim or Cause of Action and Brief description of each | 1. Failure to Pay 2. Breach of Contract |
| Brief description of the Subject Matter and Project Involved | UV Disinfection Conversion Project, Western Monmouth, NJ, Utility Authority. Case settled after failed mediation. |
| Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.) | Pending <input type="checkbox"/> Settled <input checked="" type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input checked="" type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Opposing Counsel | Name: Douglas L. Heinhold Email: dheinhold@chlawnj.com Phone number: (856)222-0100 |

NAME OF BIDDER: Layne Christensen Company

9-12-2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2013

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

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


| | | |
|--|-----------------------|----------------|
| PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Zurich American Insurance Company | | 16535 |
| INSURER B: American Guarantee and Liab. Ins. Co. | | 26247 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES LAYIN01 CERTIFICATE NUMBER: 12492240 REVISION NUMBER: XXXXXXXX

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> X.C.U COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Y | Y | GLO 5817438-00 | 5/1/2013 | 5/1/2014 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | BAP 5817437-00 | 5/1/2013 | 5/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | AUC 3807886-09 | 5/1/2013 | 5/1/2014 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX |
| A A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC 5817439-00 (AOS) WC 5817440-00 (WI) STOPGAP(ND,OH,WA,WY) | 5/1/2013 5/1/2013 | 5/1/2014 5/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
NORTH REGIONAL WASTEWATER TREATMENT PLANT INJECTION WELL MECHANICAL INTEGRITY TESTING, BID NO. Y1128904C1, BCWWS PROJECT NO. 9201. AS RESPECTS TO ALL WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, BOARD OR COUNTY COMMISSIONERS OF BROWARD COUNTY AND CONSULTANT ARE INCLUDED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY IF REQUIRED BY SIGNED, WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY SIGNED, WRITTEN CONTRACT AND WHERE ALLOWED BY LAW.

| | |
|--|---|
| CERTIFICATE HOLDER 12492240 BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE FL 33301 | 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  |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2013

6/1/2014

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

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


| | | |
|--|---|----------------|
| PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Steadfast Insurance Company | 26387 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES LAYIN01 CERTIFICATE NUMBER: 12492245 REVISION NUMBER: XXXXXXXX

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | NOT APPLICABLE | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX |
| | CONTRACTOR'S POLLUTION LIABILITY | N | N | PEC 7968651-15. | 6/1/2013 | 6/1/2014 | \$1,000,000. PER LOSS; \$1,000,000 TOTAL |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
NORTH REGIONAL WASTEWATER TREATMENT PLANT INJECTION WELL MECHANICAL INTEGRITY TESTING, BID NO. Y1128904C1, BCWWS PROJECT NO. 9201.

| | |
|--|---|
| CERTIFICATE HOLDER 12492245 BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE FL 33301 | 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  |

ACORD 25 (2010/05)

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FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

The undersigned Bidder hereby certifies that it will provide a drug-free workplace program by:

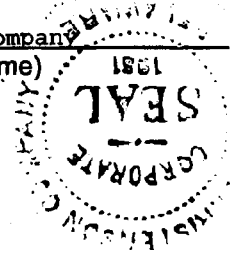
1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Bidder's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying Broward County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

FORM 004546-1: DRUG FREE WORKPLACE CERTIFICATION (continued)

Edward McCullers

(Bidder Signature) Edward McCullers - General Manager

Layne Christensen Company
(Print Vendor Name)



STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 14th day of May

2013, by Edward McCullers (name of person whose signature is being notarized) as General Manager (title) of

Layne Christensen Company (name of corporation/company),

known to me to be the person described herein, or who produced Personally Known as identification, and who ~~did~~ take an oath.

NOTARY PUBLIC:

Marybeth Rios
(Signature)

Marybeth Rios
(Print Name)

My commission expires: March 1, 2017

State of Florida at Large (SEAL)



FORM 004546-3: VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS)

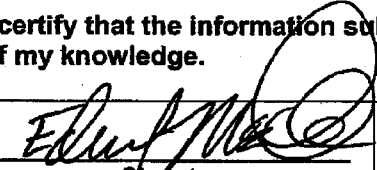
THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 CALENDAR DAYS OF REQUEST FROM THE COUNTY

Provide this information for any sub vendor(s) who will provide a service to the COUNTY for this solicitation. This includes major suppliers as well.

1. Firm's Name: Precision Crane & Rigging
2. Firm's Address: 3091 NW 16th Terrace, Pompano Beach, FL 33064
3. Firm's Telephone Number: 954-532-5636 Firm Email Address: None
4. Contact Name and Position: Andrew Rettereth, President
5. Alternate Contact Name and Position: None
6. Alternate Contact Telephone Number: 954-914-1998 Email Address: None
7. Bid/Proposal Number: None Contracted Amount: Not contracted yet, will be approximately \$18,000
8. Type of Work/Supplies Bid: Crane service Award Date: Not awarded yet, Layne does not yet have a contract for this work

1. Firm's Name: _____
2. Firm's Address: _____
3. Firm's Telephone Number: _____ Firm Email Address: _____
4. Contact Name and Position: _____
5. Alternate Contact Name and Position: _____
6. Alternate Contact Telephone Number: _____ Email Address: _____
7. Bid/Proposal Number: _____ Contracted Amount: _____
8. Type of Work/Supplies Bid: _____ Award Date: _____

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

| | | |
|--|--|----------------------|
|  Signature Edward McCullers | General Manager / Layne Christensen Company Title / Firm Name | June 5, 2013 Date |
|--|--|----------------------|

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.

FORM 004546-4: LOBBYIST REGISTRATION

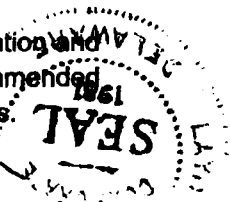
This certification form should be completed and submitted with your bid but must be completed and submitted prior to award.

The Vendor, by virtue of the signature below, certifies that:

- a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and
- b. It understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

Based upon these understandings, the vendor further certifies that: (Check One)

- 1. It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation.
- 2. It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.


Edward McCullers
 (Vendor Signature) Edward McCullers
General Manager
Layne Christensen Company
 (Print Vendor Name)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 14th day of May, 2013, by
Edward McCullers as General Manager of
 (Name of person who's signature is being notarized) (Title)

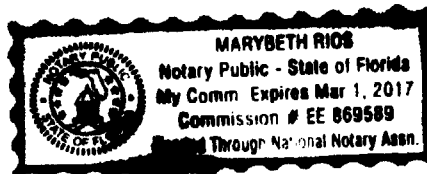
Layne Christensen Company known to me to be the person described herein, or
 (Name of Corporation/Company)
 who produced Personally Known as identification, and who did/did not take an oath.
 (Type of Identification)

NOTARY PUBLIC:

Marybeth Rios
 (Signature)

My commission expires: March 1, 2017

Marybeth Rios
 (Print Name)




FORM 004546-5: SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD FOR BIDDER TO BE DEEMED RESPONSIBLE.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.


 (Authorized Signature)

Edward McCullers - General Manager
 (Print Name and Title)

Layne Christensen Company
 (Name of Firm)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 14th day of May, 2013

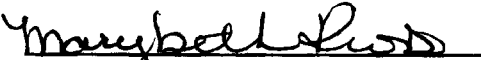
by Edward McCullers
 (Name of person who's signature is being notarized)

as General Manager of Layne Christensen Company
 (Title) (Name of Corporation/Company)

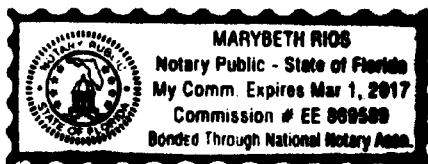
known to me to be the person described herein, or who produced Personally Known
 (Type of Identification)

as identification, and who did not take an oath.

NOTARY PUBLIC:


 (Signature)
Marybeth Rios
 (Print name)

My commission expires: March 1, 2017



FORM 004546-6: TRENCH SAFETY ACT CERTIFICATION

Not applicable to this solicitation.

FORM 004546-7: OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION

Not applicable to this solicitation.

**FORM 004546-8: EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
CONTRACTOR CERTIFICATION**

Not applicable to this solicitation.

FORM 004546-9: RECYCLED CONTENT INFORMATION

In support of the Florida Waste Management Law, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The COUNTY is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The COUNTY also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN _____ OR RECYCLED _____ (CHECK THE APPLICABLE BLANK). IF RECYCLED, WHAT PERCENTAGE _____.

PRODUCT DESCRIPTION: _____

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT? YES _____ NO _____

SPECIFY: _____

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES _____ NO _____

SPECIFY: _____

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

Not Applicable, Bid is for services not products.

**SECTIONS 005200 THROUGH 007300: CONTRACT SECTIONS OF
CONSTRUCTION CONTRACT DOCUMENTS**

The Contract Standard Terms and Conditions (005200), Contract Supplemental Conditions (as applicable - 005400), Contract General Conditions (007200), and Contract Supplemental General Conditions (as applicable - 007300) are issued as a separate document titled North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing.

Bid No. Y1128904C1

PROJECT FORM 007500-1: PERFORMANCE BOND

BY THIS BOND, We Layne Christensen Company, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 5061 Lockett Road

Fort Myers, FL 33905

Phone: (239) 275-1029

and Travelers Casualty and Surety Company of America, as Surety, under the assigned Bond Number 105967947, are bound to the Board of County Commissioners of

Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Two Hundred Fourteen Thousand Seven Hundred Ninety One and No/100 Dollars (\$ 214,791.00) for the payment

whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Y1128904C1, awarded the 31st day of July, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

- 1) Performs the Contract between CONTRACTOR and COUNTY for construction of North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

- 2) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains as a result of default by CONTRACTOR under the Contract; and
- 3) 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 AND EFFECT.

Whenever CONTRACTOR shall be, and declared by COUNTY to be, in default under the Contract, COUNTY having performed COUNTY obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the Project in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if COUNTY elects, upon determination by COUNTY and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and COUNTY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than COUNTY named herein.

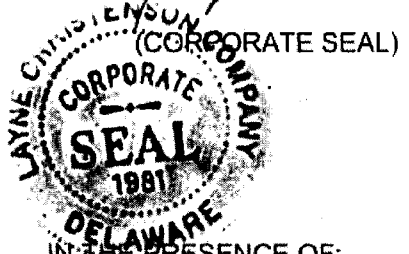
The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this 9th day of August, 2013.

PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

ATTEST:

[Signature]
Assistant Secretary



IN THE PRESENCE OF:

[Signature]
Rebecca S. Gross, Witness

[Signature]
Kathleen M. Coen, Witness

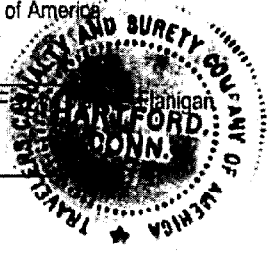
Layne Christensen Company
(Name of Corporation)

By [Signature]
(Signature and Title)

EDWARD McCULLERS, GENERAL MANAGER
(Type Name and Title Signed Above)

INSURANCE COMPANY:
Travelers Casualty and Surety Company of America

By [Signature]
Agent and Attorney-in-Fact



Address: One Tower Square
(Street)

Hartford, CT 06183
(City/State/Zip Code)

Telephone No.: (860) 277-0111

Risk Management Division
Frank Vasquez
Risk Insurance and Contracts

[Signature] 8/14/13

PROJECT FORM 007500-2: PAYMENT BOND

BY THIS BOND, We Layne Christensen Company, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 5061 Lockett Road

Fort Myers, FL 33905

Phone: (239) 275-1029

and Travelers Casualty and Surety Company of America, as Surety, under the assigned Bond Number 105967947, are bound to the Board of County Commissioners of Broward County, Florida, as Obligees, hereinafter called COUNTY, in the amount of Two Hundred Fourteen Thousand Seven Hundred Ninety One and No/100 Dollars (\$ 214,791.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Y1128904C1, awarded the 31st day of July, 2013, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

- 1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and
- 2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;

PROJECT FORM 007500-1: PERFORMANCE BOND (continued)

ATTEST

[Signature]
Assistant Secretary

Layne Christensen Company
(Name of Corporation)

By [Signature]
(Signature and Title)

EDWARD McCULLERS, GENERAL MANAGER
(Type Name and Title Signed Above)



IN THE PRESENCE OF:

[Signature]
Rebecca S. Gross, Witness

[Signature]
Kathleen M. Coen, Witness

INSURANCE COMPANY:
Travelers Casualty and Surety Company of America

By [Signature]
Agent and Attorney-in-Fact
Hartford, Conn.

Address: One Tower Square
(Street)

Hartford, CT 06183
(City/State/Zip Code)

Telephone No.: (860) 277-0111

Risk Management Division
Frank Vasquez
Risk Insurance and Contracts

[Signature] 8/14/13

PROJECT FORM 007500-2: PAYMENT BOND

BY THIS BOND, We Layne Christensen Company, as Principal, hereinafter called CONTRACTOR, located at:

Business Address: 5061 Lockett Road

Fort Myers, FL 33905

Phone: (239) 275-1029

and Travelers Casualty and Surety Company of America, as Surety, under the assigned Bond Number 105967947, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of Two Hundred Fourteen Thousand Seven Hundred Ninety One and No/100 Dollars (\$ 214,791.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: Y1128904C1, awarded the 31st day of July, 20 13, with COUNTY which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if CONTRACTOR:

- 1) Pays COUNTY all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that COUNTY sustains because of default by CONTRACTOR under the Contract; and
- 2) Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Contract;

PROJECT FORM 007500-2: PAYMENT BOND (continued)

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- a) A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, serve notice to CONTRACTOR that it intends to look to the bond for protection.
- b) A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall no earlier than 45 days, but within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, serve notice to CONTRACTOR and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- c) No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions a) and b) have been given.
- d) Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

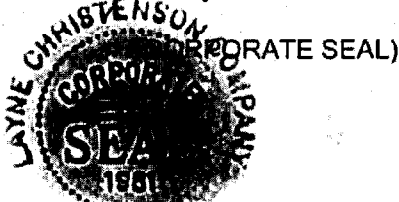
The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this 9th day of August, 2013.

PROJECT FORM 007500-2: PAYMENT BOND (continued)

ATTEST

[Signature]
Assistant Secretary



IN THE PRESENCE OF:

[Signature]
Rebecca S. Gross, Witness

[Signature]
Kathleen M. Coen, Witness

Risk Management Division
Frank Vasquez
Risk Insurance and Contracts

[Signature] - 8/14/13

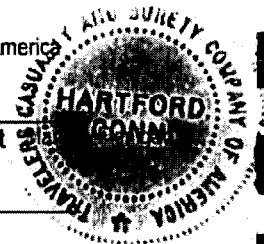
Layne Christensen Company
(Name of Corporation)

By *[Signature]*
(Signature and Title)

EDWARD McCULLERS, GENERAL MANAGER
(Type Name and Title Signed Above)

INSURANCE COMPANY:
Travelers Casualty and Surety Company of America

By *[Signature]*
Agent and Attorney-in-Fact



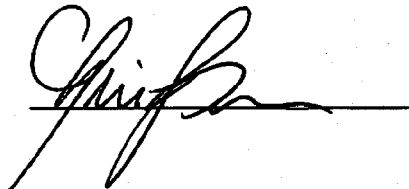
Address: One Tower Square
(Street)

Hartford, CT 06183
(City/State/Zip Code)

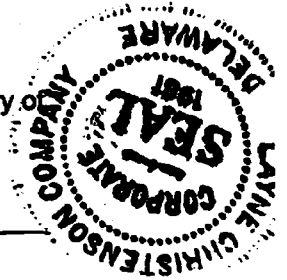
Telephone No.: (860) 277-0111

PROJECT FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christopher Bannon, ^{Assistant} certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that Edward McCullers, who signed the Bond(s) on behalf of the Principal, was then General Manager of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.


Layne Christensen Company
(Name of Corporation)

^{Assistant}
(Seal) as Secretary of



(SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD LEE)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared Edward McCullers to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of CONTRACTOR named therein in favor of COUNTY.

Subscribed and Sworn to before me this 9th day of August, 2013.

My commission expires:

April 11, 2016



Notary Public, State of Florida at Large

Bonded by Notary Public Underwriters



BR WARD

FLORIDA
 (954) 831-4000
 Broward County
 Governmental Center
 115 S. Andrews Ave, Room
 114
 Fort Lauderdale, FL 33301
 www.broward.org/records



Transaction #: 5485942
 Receipt #: 4621325
 Cashier Date: 8/14/2013 11:07:17 AM (3150)

Print Date:
 8/14/2013 11:09:58 AM

| Customer Information | Transaction Information | Payment Summary |
|---|--|--|
| () LAYNE CHRISTENSEN COMPANY 1900 SHAWNEE MISSION PARKWAY P O BOX 833 SHAWNEE MISSION, KS 66201 | Date Received: 08/14/2013 Source Code: Over the Counter Q Code: Over the Counter Return Code: Over the Counter Trans Type: Recording Agent Ref Num: | Total Fees \$86.50 Total Payments \$86.50 |

| 1 Payments | |
|---------------|---------|
| CHECK 5079542 | \$86.50 |

| 1 Recorded Items | | |
|--|---|---------|
| It is the responsibility of our customers to inspect their recording receipt, prior to leaving our office, to verify the accuracy of the information keyed. Should you find a mistake after leaving our office, please contact us immediately and the correction will be made within 24 business hours after notification. Submit corrections to: records@broward.org | | |
| (PCS) Public Construction Security | BK/PG: 50079/1663 CFN:111738042 Date: 8/14/2013 11:07:14 AM From: LAYNE CHRISTENSEN COMPANY To: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS | |
| APPROVAL FEE - SURETY | 1 | \$8.50 |
| Recording @ 1st=\$10 Add'l=\$8.50 ea. | 9 | \$78.00 |
| Indexing @ 1st 4 Names Free, Add'l=\$1 ea. | 3 | \$0.00 |

| 0 Search Items |
|----------------|
|----------------|

| 0 Miscellaneous Items |
|-----------------------|
|-----------------------|



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226909

Certificate No. 005558981

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Christy M. McCart, Mary T. Flanigan, Ronald J. Lockton, Claudia Mandato, Jeffrey C. Carey, Kathy L. Fagan, Charles R. Teter III, Laura M. Murren, Mark Duggan, Charissa D. Lecuyer, Evan D. Sizemore, David M. Lockton, Kathleen M. Coen, and Rebecca S. Gross

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of August, 2013.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224632

Certificate No. 005414373

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Christy M. McCart, Mary T. Flanigan, Ronald J. Lockton, Claudia Mandato, Jeffrey C. Carey, Kathy L. Fagan, Charles R. Teter III, Laura M. Murren, Nancy A. Clover, Mark Duggan, Charissa D. Lecuyer, Evan D. Sizemore, David M. Lockton, Kathleen M. Coen, and Rebecca S. Gross

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of March, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of MAY 02 2013, 20 _____


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Layne Christensen Company
5061 Lockett Road
Fort Myers, FL 33905

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Board of County Commissioners of Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

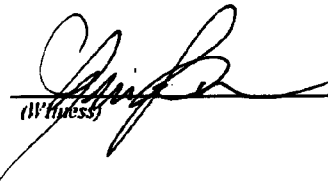
North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing, 2401 North Powerline Road, Pompano Beach, FL 33069, BCWWS Project No. 9201, Bid No. Y1128904C1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, and if there is in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

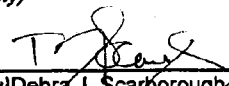
Signed and sealed this 15th day of May, 2013

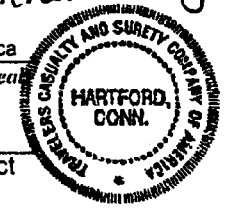
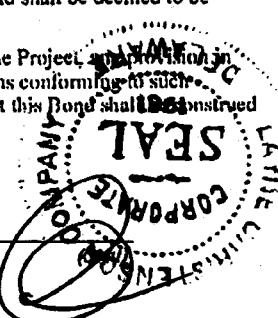

(Witness)

Layne Christensen Company
(Principal)

By: 
(Title) - Edward McCullers - General Manager

Travelers Casualty and Surety Company of America
(Surety)

By: 
(Title) Debra J. Scarborough Attorney-in-Fact
Surety Phone No. 860-277-0111





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224632

Certificate No. 005414371

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of March, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

MAY 15 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 _____.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

REYNOLDS, JEFFREY JACK
LAYNE CHRISTENSEN COMPANY
4520 N ST RD 37
ORLEANS IN 47452

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# **6303547**
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CGC1518946 08/25/12 120058360
CERTIFIED GENERAL CONTRACTOR
REYNOLDS, JEFFREY JACK
LAYNE CHRISTENSEN COMPANY

IS CERTIFIED under the provisions of Ch.489 FS
 Expiration date: AUG 31, 2014 L12082500854

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK • PATENTED PAPER

AC#6303547

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082500854

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 08/25/2012 | 120058360 | CGC1518946 |

The **GENERAL CONTRACTOR**
 Named below IS **CERTIFIED**
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2014

REYNOLDS, JEFFREY JACK
LAYNE CHRISTENSEN COMPANY
4520 N ST RD 37
ORLEANS IN 47452

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Corporate Officers

1. Rene J. Robichaud - President and CEO
2. Jerry W. Fanska - Senior Vice-President, Finance and Treasurer
3. Steven F. Crooke - Senior Vice-President, General Counsel and Secretary
4. Greg D. Buffington - Assistant Secretary
5. Curtis J. Schmidt - Assistant Treasurer
6. Jeffrey J. Reynolds - Vice President and Director
7. Karen J. Pener - Assistant Treasurer

WATER RESOURCES

Injection Wells

5061 Lockett Road, Fort Myers FL 33905 | Office: 239-275-1029 | Fax: 239-275-1025 | edward.mccullers@layne.com



WATER - MINERAL - ENERGY

Clay Ferguson

Drilling Operations Manager, Injection Well Operations

Experience

| | | |
|-----------------------------|--|---------------------------------|
| Drilling Operations Manager | Layne Christensen Company Youngquist Brothers, Inc. | (2009 – Present) (1998-2009) |
| Owner/Partner | American Eagle Well Logging | (1988-1998) |
| Logging Engineer | Halliburton Logging Services | (1980-1983) |

Areas of Specialized Competence

Geophysical
Logging &
Interpretation

Drilling
Operations
Management

Specialty Drilling
and Logging
Tool design

Project
Estimation

Radiation Safety

Explosives for
Well
Completions

Education

- B.S. Arts and Sciences Midwestern State University Wichita Falls, TX
- Natural Resource Mgmt Colorado State University Fort Collins, CO
- Numerous Continuing Education classes in Log Interpretation, Radiation Safety and Explosives use and Safety.

Licenses Held

- State of Florida Blaster's Permit
- State of Florida User of High Explosives
- State of Florida Dept. of Health Radioactive Materials License, RSO
- U.S. BATF-33 - User of High Explosives

Current Safety Certifications

- OSHA 30
- HAZWOPPER 24
- First Aid
- CPR
- H2S Environments

Representative Projects

Over 28 years of drilling operations experience.

- *Daily drilling Supervision* of up to eight deep injection well drilling rigs concurrently with previous employer.
- *Mechanical integrity testing* on over 300 wells.
- *Geophysical Logging* of over 3,500 wells in Texas and Oklahoma.
- *Specialty drilling and Logging Tool Design*

Responsibilities

Drilling Supervision, Mechanical Integrity Testing, Deep Well Acidization, Geophysical Logging, Log Analysis and Interpretation, Explosives Use and Safety, Radiation Safety Officer, Down Hole Fishing, Regulatory Compliance, Scheduling, Value Engineering and Project Estimating.



WATER · MINERAL · ENERGY

Jay Swartzentruber Drilling Superintendent, Injection Well Operations

Experience

| | | |
|-------------------------|----------------------------|------------------|
| Drilling Superintendent | Layne Christensen Company | (2011 – Present) |
| Drilling Superintendent | All Webs Enterprises, Inc. | (2008-2011) |
| Drilling Superintendent | Youngquist Brothers, Inc. | (1992-2008) |
| Tool Pusher | Youngquist Brothers, Inc. | (1984-1992) |
| Driller | Youngquist Brothers, Inc. | (1992-2008) |

Areas of Specialized Competence

Representative Projects

Thirty years experience in the drilling industry, 16 years with Youngquist Brothers specializing in Class I UIC deep injection wells.

14 years with G&H Drilling. Peek & Rowan Drilling specializing in oil and Gas Industry.

Recent projects include *TEC Polk Power (1 IW + 1 DZMW)*. Projects recently completed for previous employer include:

- 2010: Sarasota County – Venice Gardens (1 IW + 2 MWs)
- 2009: Sarasota County – Center Road (IW Duplex Steel Liner)
- Miami-Dade (1 DZMW)
- PBC Solid Waste Authority (IW Liner)
- 800 + wells in Oil and Gas Industry

*****Additional project information available upon request***.**

Responsibilities

- Drilling Supervision
- Project Management
- Site Safety
- Rig Mobilization and Demobilization
- Mud Management
- Lost Circulation Remedies
- Installation of Casings
- Cementing
- Deviation Surveys
- Daily Drilling Logs
- Packer Testing
- Coring
- Reverse Air Drilling
- Mud Rotary
- Drilling
- Pump Testing
- Injectivity Testing

Project
Management

Lost Circulation
Remedies

Drilling
Supervision

MIT Testing

Directional
Drilling

BOP and Well
Control



Kevin Greuel
Drilling Superintendent, Injection Well Operations

Over twenty years of Class I UIC Injection Well experience.
Projects Include:

- | | |
|------------------------------------|--------------------------|
| Albert Whitted Airport | Rockledge |
| McKay Creek | Boynton Beach RO |
| South Cross Bayou | Zemel Road Landfill |
| Miami Dade North District Regional | Fort Pierce Utilities |
| Venice Gardens RO | Miramar |
| Englewood RO | Sunrise Sawgrass |
| Plantation RO | Fort Pierce RO |
| South Beaches | Lee County – Three Oaks |
| North Port St. Lucie | Bonita Springs 1 |
| South Port St. Lucie | Bonita Springs 2 |
| Pratt Whitney | FGUA – Lehigh Acres |
| Palm Beach County Regional | Okeechobee |
| Palm Beach County System 3 | Collier County |
| Coral Springs Improvement District | Gulf Power – Crist Plant |
| Margate | FPL – Palm Beach |
| Royal Palm Beach | TEC – Polk Power Station |
| Sunrise | Pahokee |
| Plantation Utilities | Seacoast Utility |
| Pembroke Pines Century Village | Broward County North |
| Miami Dade South District | Clewiston |
| FPL Turkey Point | |



WATER · MINERAL · ENERGY

Jeff Carter

Drilling Superintendent, Injection Well Operations

Experience

| | | |
|------------------------------|---------------------------|------------------|
| Drilling Superintendent | Layne Christensen Company | (2011 – Present) |
| Driller | Youngquist Brothers, Inc. | (2002 – 2010) |
| Oil Field Drilling | Michigan | (1992 – 1994) |
| Deep Injection Well Drilling | Florida | (1987 – 1989) |

**Areas of
Specialized
Competence**

Responsibilities

Ten years experience constructing and testing Class I UIC injection wells in Florida. Additionally, six years of deep well experience constructing and testing oil field wells in Michigan.

Construction
and Testing of
Class I UIC
Injection Wells

Drilling Supervision, Site Safety, Rig Mobilization and Demobilization, Mud Management, Lost Circulation Remedies, Installation of Casings, Cementing, Deviation Surveys, Daily Drilling Logs, Rig Repairs and Maintenance, Packer Testing, Mechanical Integrity Testing, Pressure Testing, Acidization and Rehabilitation, Pressure Grouting and Backside Tremmie Cementing.

Drilling
Supervision

- Drilling Supervision
- Project Management
- Site Safety
- Rig Mobilization and Demobilization
- Mud Management
- Lost Circulation Remedies
- Installation of Casings
- Cementing
- Deviation Surveys
- Daily Drilling Logs
- Packer Testing
- Coring
- Reverse Air Drilling
- Mud Rotary
- Drilling
- Pump Testing
- Injectivity Testing



WATER · MINERAL · ENERGY

Daniel Keeley II

Relief Drilling Superintendent, Injection Well Operations

Experience

| | | |
|-------------------------------|---------------------------|------------------|
| Driller/Relief Superintendent | Layne Christensen Company | (2010 – Present) |
| Driller | Youngquist Brothers, Inc. | (2001-2007) |
| Drilling/Floor Hand | C.H. & P Drilling | (2000-2001) |

**Areas of
Specialized
Competence**

Education

- Cheboygan High School Cheboygan, MI

Drilling
Management
and Operations

Certifications

- 2011-30-Hour Occupational Safety and Health Training course in Construction Safety and Health
- 2011 - 24 Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- Layne-Christensen Certification to run loaders, forklifts and track hoe
- First Responder and CPR

Safety
Operations

Responsibilities

- Drill and install casing for 8,000-foot wells for wastewater/concentrate injection.
- Direct safety and training of 4-man crew during daily activities.
- Direct 12-man crew during rig up operations.
- Maintain and operate 700 ton VFD electric drilling rig.
- Responsibilities include logistics for continuous operation, Analysis of ground formation encountered so that proper drilling procedures and mud are implemented to avoid problems.
- Prepare mobilization to drilling site (cleared area, fill and level ground, run water lines, direct welders and built containment pads).
- Operate front-end loaders, track hoes, boom trucks and 35 ton crane.
- Traveled out of state for commissioning brand new 700-ton electric VFD rig. Ensured that rig was constructed according to Layne's standards and expectations.
- Attended 2-day course on Canrig 120 Iron Rough Neck.
- Drilled and ran casing for 3,500-foot wells for wastewater/concentrate injection.
- Responsible for directing, safety and training of 5 man crew.
- Maintained and operated 300 ton drilling rig.
- Communicated with client and engineers to ensure the project stayed on schedule and all parties are satisfied



WATER MINERAL ENERGY

Joshua Brown

Cementer / Relief Drilling Superintendent, Injection Well Operations

Experience

| | | |
|-----------------------------------|---------------------------|----------------|
| Cementer | Layne Christensen Company | (2010-Present) |
| Cementer | AllWebbs Enterprises | (2009-2010) |
| Cementer/MIT Supervisor | Youngquist Brothers, Inc. | (2005-2007) |
| Cementer | Youngquist Brothers, Inc. | (2002-2009) |
| Site Prep/Floor Hand/Derrick Hand | Youngquist Brothers, Inc. | (2000-2002) |

**Areas of
Specialized
Competence**

Drilling
Management
and Operations

Safety
Operations

Education

- Cape Coral High School Cape Coral, FL

Certifications

- 2011-30-Hour Occupational Safety and Health Training course in Construction Safety and Health
- 2011 - 24 Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- Layne-Christensen Certification to run loaders, forklifts and track hoe
- First Responder and CPR
- Class B CDL

Responsibilities

- Operate and maintain the cementing unit, silos, and bulk haulers
- Calculate the amount cement, water, and bentonite used during a cement stage
- Calculate differential pressure and annular volume of casing
- Perform jobs such as plug and abandon, pilot hole plug back, pressure grout, and trimie grout
- Assist in rig up, rig down operations, mobilization and demobilization
- Assist in casing runs
- Operate frontend loaders and excavators
- Ensure that safety policies and procedures are used and enforced
- Effectively communicate with engineers and client to ensure project needs are satisfied
- Provide temporary relief of onsite personal



WATER · MINERAL · ENERGY

John Cathey

Geophysical Logging Services, Injection Well Operations

Experience

| | | |
|--------------------------------|---------------------------------|------------------|
| Geophysical Logging Manager | Layne Christensen Company | (2011 – Present) |
| Geophysical Logging Manager | Youngquist Brothers, Inc. | (2007-2011) |
| Geophysical Logging Supervisor | Youngquist Brothers, Inc. | (2002-2011) |
| Cased Hole Operator/Engineer | American Cased Hole Specialists | (1995 – 2002) |

Areas of Specialized Competence

Geophysical Well Logging

Cased Hole Engineering

Operations

Scheduling

Education

- Broward County Fire Academy Davie, FL
- Florida Atlantic University Boca Raton, FL,
- Southwestern Oklahoma University Weatherford, OK

Training

- First Aid/CPR
- 24 Hour Radiation Safety Course For Well Loggers
- Explosives /User Training
- Pressure Control Training

Representative Projects

Background in cased hole logging and perforating in Oklahoma.

Florida Deep Well experience began in 2002. Involved in nearly every injection well completion in South Florida 2006 - 2010. Worked with engineers and FDEP to improve MIT procedures and protocol for geophysical logging.

Responsibilities

Current responsibilities include oversight and scheduling of Geophysical Logging operations.

Previous responsibilities included all areas of geophysical well logging on multiple UIC injection well projects in South Florida. Developed a working relationship with FDEP on multiple Mechanical Integrity Tests performed in South Florida between 2003 and 2010. Coordinated Radioactive Tracer Surveys with engineers, city and state officials as well as other completion activities such as injection Tests.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2013

5/1/2014

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

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

| | | |
|--|----------------------|---------------|
| PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (AC, No, Ext): | FAX (AC, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Zurich American Insurance Company | | 16535 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

INSURED
426 LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FT. MYERS FL 33905

COVERAGES [A] [Y] [N] [0] CERTIFICATE NUMBER: 11504460 REVISION NUMBER: XXXXXXXX

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.

| LINE | TYPE OF INSURANCE | ADD. INSR | INSUR. BY | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|-------------|---|-----------|-----------|--|-------------------------------|-------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> X.C.U. COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC | N | N | GEO 5817438-00 | 5/1/2013 | 5/1/2014 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | BAP 5817437-00 | 5/1/2013 | 5/1/2014 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX |
| | | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX |
| A A A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Manufacture in NY) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | N WC 5817439-00 (AOS) WC 5817440-00 (WT) STOPGAP(ND,OH,WA,WY) | 5/1/2013 5/1/2013 | 5/1/2014 5/1/2014 | <input checked="" type="checkbox"/> WC STATE/TORY LIMITS E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000 |

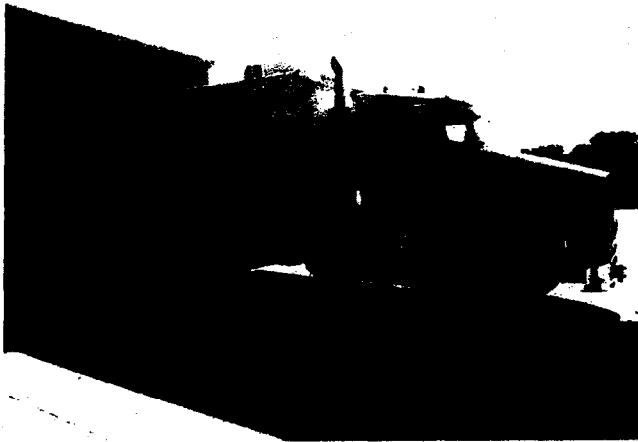
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: LICENSE FOR THE CITY OF CAPE CORAL.

| | |
|-------------------------------|--|
| CERTIFICATE HOLDER | CANCELLATION |
| 11504460 PROOF OF COVERAGE | 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 <i>Ronald J. Foster</i> |



GЕOPHYSICAL LOGGING SERVICES

Layne's Geophysical Logging personnel have been involved in nearly every Injection well completion in Florida since 1998. With over 20 years experience in open and cased hole engineering, Layne personnel are capable of meeting all Injection well completion needs and more.



ARTEX 2012 Model 6400 Wireline Unit with Kenworth Chassis

- Shooting Panel for Perforating Capability
- Model 950 Split Drum
- 16,000' of 3/8" - 7 conductor Rochester Cable
- 7,000' of 3/8" Coax Video Cable
- Hydraulic Winch System
- 15KW Hydraulic Generator
- Warrior Logging System utilized for Acquisition of most Logs
- Matrix Logging System utilized for Acquisition of Televiwer
- Aries CCV Surface Equipment utilized for Video

All logging tools and acquisition systems are state of the art instruments built in 2011-2012

VIDEO CAPABILITIES:

High Resolution Video Log

- Aries CCV surface equipment with on-screen footage display & 2 DVD recorders

CASED HOLE LOGGING CAPABILITIES:

Radioactive Tracer Survey

- State of Florida Radioactive materials license (I-131 Solution)

Cement Bond Log

Collar Log

Temperature Log

Casing Inspection Log

OPEN HOLE LOGGING CAPABILITIES:

X-Y Caliper Log

Gamma Ray Log

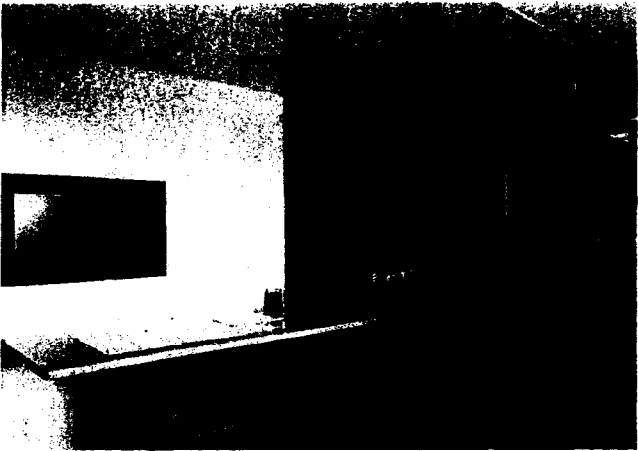
Dual Induction/LL3 with SP Log

Borehole Compensated Sonic Log

Fluid Conductivity/Temperature/ Flowmeter

Acoustic Televiwer Log

Fluid Sample Capability



CERTIFICATE

The undersigned, Carla J. Ginardi, hereby certifies that she is the duly elected, qualified, and acting assistant secretary of Layne Christensen Company, a Delaware corporation (the "Corporation"), and as such is familiar with the books and records of said Corporation, and does hereby certify that the resolutions set forth below were adopted at a meeting of the Board of Directors of said Corporation held on March 30, 2011, that the following is a true and correct copy of such resolutions as they appear in the minute books of the Corporation, and that such resolutions are in full force and effect.

Authority to Enter Into Contracts

WHEREAS, the Board of Directors deems it in the best interests of the Corporation to state the bid, contract and purchase order limits of the various officers and employees of this Corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of March 29, 2011 and in lieu of all previous actions of the Board of Directors, the authority of the following officers and employees of this Corporation to (i) accept customer purchase orders and affix the corporate seal thereon; (ii) issue bids and/or enter into contracts with customers; and (iii) enter into contracts with vendors in connection with the sale of this Corporation's products and services and the purchase of supplies and equipment (other than purchases of capital equipment), in the name of and on behalf of this Corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

| <u>Title</u> | <u>Amount</u> |
|---|---------------|
| President, Chief Executive Officer | \$ 25,000,000 |
| Executive Vice President, Chief Operating Officer | \$ 15,000,000 |
| Senior Vice President, Division President | \$ 10,000,000 |
| Vice President, Division Vice President | \$ 5,000,000 |
| General Manager, District Manager | \$ 1,000,000 |
| Business Development Manager, Branch Manager | \$ 500,000 |
| Account Manager | \$ 100,000 |

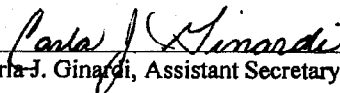
FURTHER RESOLVED, that the president, executive vice president, senior vice president, division president, vice president or division vice president of this Corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, general manager, assistant division manager, district manager or branch manager of this Corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof pursuant to the preceding resolution, any contract in excess of the authorized limits granted to the President of the Corporation, must be approved by any two members of the Board of Directors; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of this Corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of this Corporation is hereby authorized to rely upon said certificate as so presented.

IN WITNESS WHEREOF, Carla J. Ginardi has hereunto set her hand and affixed the corporate seal of Layne Christensen Company this 21st day of February, 2012.




Carla J. Ginardi, Assistant Secretary

**PROJECT FORM 007500-4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS
\$500,000.00 OR LESS**

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER: Y1128904C1

BIDDER: Layne Christensen Company

Name: Layne Christensen Company

Address: 5061 Lockett Road

Fort Myers, FL 33905

City/State Zip

Phone: (239) 275-1029

AMOUNT OF BOND: Five Percent (5%) of Amount Bid

SURETY BOND COMPANY:

Name: Travelers Casualty and Surety Company of America

Address: One Tower Square

Hartford, CT 06183

City/State Zip

Phone: (860) 277-0111

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB 1266), the insurer named above:


Holds a certificate of authority authorizing it to write surety bonds in the state of Florida.

Has twice the minimum surplus and capital required by the Florida Insurance Code.

Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 through 9308 of Title 31 of the United States Code.

May 2, 2013

(Date Signed)



Agent and Attorney-in-Fact
Debra J. Scarborough

**PROJECT FORM 007500-4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS
\$500,000.00 OR LESS (continued)**

AFFIDAVIT

Missouri
STATE OF ~~FLORIDA~~)

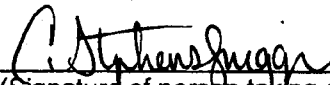
) SS.

COUNTY OF Jackson)

The foregoing instrument was acknowledged before me this 2nd day of May,
2013, by Debra J. Scarborough, Agent and Attorney-in-Fact of
Travelers Casualty and Surety Company of America, who, is personally known to me or who has produced
Drivers License as identification and who did/did not take
an oath.

WITNESS my hand and official seal, this 2nd day of May, 2013.

(SEAL)



(Signature of person taking acknowledgment)

C. Stephens Griggs

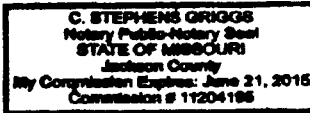
(Name of officer taking acknowledgment)

Notary Public

(Title or rank)

11204195

(Serial number, if any)



My commission expires:

June 21, 2015

**PROJECT FORM 007500-5: UNCONDITIONAL LETTER OF CREDIT
(PERFORMANCE AND PAYMENT GUARANTY) FORM**

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Broward County through
its Broward County
Board of County
Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Applicant:

Amount: _____
in United States Funds

Expiry:

(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ by order
(branch address)

of and for the account of _____
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of _____ available by your
drafts at sight, accompanied by:

- 1) A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part _____ agreed upon by and
(Contractor, Applicant, Customer)

between Broward County and _____ pursuant to
(Contractor, Applicant, Customer)

the Bid/Contract No. _____ for _____
(Name of Project)

and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____
(expiration date)

PROJECT FORM 007500-5: UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT GUARANTY) FORM (continued)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____, of
_____, of
(number)
_____ dated _____."
(Bank name)

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the _____
(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

PROJECT FORM 007500-6: MONTHLY UTILIZATION REPORT

Not applicable to this solicitation.

PROJECT FORM 007500-7: FINAL UTILIZATION REPORT

Not applicable to this solicitation.

PROJECT FORM 007500-8: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____

Contract No. _____

Project Title North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of the Contract.

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____)

SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

**PROJECT FORM 007500-9: CERTIFICATION OF PAYMENTS TO
SUBCONTRACTORS**

Contract No. _____

Project Title North Regional Wastewater Treatment Plant Injection Well Mechanical
Integrity Testing

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors all undisputed contract obligations for labor, services, or materials provided on this project within the time period set forth in Section 218.735, Florida Statutes.
2. The following subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

| Subcontractor name and address | Date of disputed invoice | Amount in dispute |
|-----------------------------------|-----------------------------|----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

**PROJECT FORM 007500-9: CERTIFICATION OF PAYMENTS TO
SUBCONTRACTORS (continued)**

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____

Project (Name and Address): _____

To (COUNTY): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by CONTRACTOR under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is recommended as:

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

Substantial Completion: That date, as certified in writing by CONSULTANT and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION (continued)

A list of items to be completed or corrected, prepared by CONSULTANT and approved by COUNTY is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all work in accordance with the Contract Documents.

CONSULTANT BY _____ DATE _____

In accordance with Section 3.2 of the Contract, CONTRACTOR will complete or correct the work on the list of items attached hereto within _____ from the above Date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

COUNTY, through the Contract Administrator, has determined the Work or portion thereof designated by COUNTY is substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

BROWARD COUNTY BOARD
OF COUNTY COMMISSIONERS By Contract Administrator _____ DATE _____

The responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

CLOSEOUT FORM 007600-2: FINAL CERTIFICATE OF PAYMENT

Contract No. _____

Project (Name and Address): _____

To (COUNTY): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 3.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

CONSULTANT BY DATE

COUNTY, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at _____
(time)

(date)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

By Contract Administrator DATE

CLOSEOUT FORM 007600-3: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from Broward County, the sum of _____ Dollars (\$_____) as full and final payment to CONTRACTOR for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

CONTRACTOR hereby indemnifies and releases Broward County from all liens and claims whatsoever arising out of the Contract and Project.

CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, CONTRACTOR may submit a consent of surety to final payment in a form satisfactory to COUNTY.

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Secretary

(CORPORATE SEAL)

Name

By _____
Title

Date: _____

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____

Date: _____

CLOSEOUT FORM 007600-4: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: |CONTRACTOR Name|

From: |Broward County Purchasing Division|

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: |Project Title, Contract Number |

For tracking purposes, the attached list of non-certified subcontractors/sub-vendors have performed or provided services to the COUNTY for the referenced contract. Non-certified subcontractors/sub-vendors are any subcontractors/sub-vendors whose services under the contract were not approved to meet the COUNTY's participation goal established for this contract and whose participation was not listed on the prime vendor's "Schedule of Participation" and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

The Prime Vendor certifies the following:

- There were no other non-certified subcontractors/sub-vendors who provided a service to the COUNTY for the referenced contract. All participants on the contract are listed on the attached list.
- There were other non-certified subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional subcontractors/sub-vendors are listed on the form attached.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me this ____ day of _____, 2____,

By _____ (Print Name) as _____ (Title)

of _____ (Prime Vendor), known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

Notary Public:

_____ (Signature)

_____ (Print Name)

Commission No: _____ Expires: ___/___/___

(Seal)

State of _____ at Large

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- Drawing 2 – Site Plan
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INJECTION WELL MECHANICAL INTEGRITY TESTING**

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CONSTRUCTION CONTRACT DOCUMENTS

FOR THE FOLLOWING PROJECT(S):

North Regional Wastewater Treatment Plant Injection Well
Mechanical Integrity Testing

BID/CONTRACT NO.: Y1128904C1

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SECTION 005200: CONTRACT STANDARD TERMS AND CONDITIONS

THIS IS A CONTRACT, by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and Layne Christensen Company, hereinafter referred to as CONTRACTOR, for North Regional WWTP - Injection Well Mechanical Integrity Testing in the total amount of \$214,791.00. WITNESSETH, that CONTRACTOR and COUNTY, for the considerations hereinafter named, agree as follows:

Article 1: Definitions

For purposes of this Contract, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition. Whenever the following terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- 1.1. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.2. Board: The Board of County Commissioners of Broward County, Florida, its successors and assigns.
- 1.3. Change Order: A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.4. CONSULTANT: Architect or Engineer who has contracted with COUNTY or who is an employee of COUNTY, to provide professional services for this Project.
- 1.5. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
- 1.6. CONTRACT ADMINISTRATOR: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as CONTRACT ADMINISTRATOR in writing by said ranking managerial employee.
- 1.7. Contract Documents: The official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Contract, Scope of Work, General Conditions, Invitation to Bid, Addenda, Instruction to Bidders, Supplemental Instructions, Plans, Drawings, Exhibits, General Requirements, Technical Specification, Supplementary Conditions, Bid Forms, Bid Tender Form, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.
- 1.8. Contract Price: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Contract, as may be amended by

Change Order.

- 1.10. **CONTRACTOR:** The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
- 1.11. **COUNTY or Owner:** Broward County, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, COUNTY's performance is pursuant to COUNTY's position as the owner of a construction project. In the event COUNTY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to COUNTY's regulatory authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this Contract.
- 1.12. **Field Order:** A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.13. **Final Completion:** The date certified by CONSULTANT in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by CONSULTANT; any other documents required to be provided by CONTRACTOR have been received by CONSULTANT; and to the best of CONSULTANT's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.14. **Materials:** Materials incorporated in this Project, or used or consumed in the performance of the Work.
- 1.15. **Notice(s) to Proceed:** Written notice to CONTRACTOR authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.16. **Plans and/or Drawings:** The official graphic representations of this Project which are a part of the Contract Documents.
- 1.17. **Project:** The construction project described in the Contract Documents, including the Work described therein.
- 1.18. **Project Initiation Date:** The date upon which the Contract Time commences.
- 1.19. **Subcontractor:** A person, firm or corporation having a direct contract with CONTRACTOR including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
- 1.20. **Substantial Completion:** That date, as certified in writing by CONSULTANT and as finally determined by CONTRACT ADMINISTRATOR in its sole discretion, the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the COUNTY or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the CONTRACT ADMINISTRATOR) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of

Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

- 1.21. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or individual is responsible for CONTRACTOR's satisfactory performance of the work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.22. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

Article 2: Scope of Work

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project.

Article 3: Contract Time

- 3.1. CONTRACTOR shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the COUNTY's Director of Purchasing and two or more Notices to Proceed issued by the CONTRACT ADMINISTRATOR. The first Notice to Proceed and Purchase Order will not be issued until CONTRACTOR's submission to COUNTY of all required documents and after execution of the Contract by both parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. CONTRACTOR shall have ten (10) days after receipt of signed and sealed contract drawings from CONSULTANT to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, CONTRACTOR shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.
- 3.2. Time is of the essence throughout this Contract. The Work shall be substantially completed within 90 calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and completed and ready for final payment in accordance with Article 6 of the Contract within 30 calendar days from the date of Substantial Completion.
- 3.3. Upon failure of CONTRACTOR to substantially complete the Contract within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to COUNTY the sum of Three Thousand Dollars (\$3,000.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to COUNTY the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified

in Section 3.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to COUNTY for its inability to obtain full beneficial occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

- 3.4. The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.
- 3.5. COUNTY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract or as much thereof as COUNTY may, in its sole discretion, deem just and reasonable.
- 3.6. CONTRACTOR shall be responsible for reimbursing COUNTY, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. CONSULTANT construction administration costs shall be pursuant to the contract between COUNTY and CONSULTANT, a copy of which is available upon request of the CONTRACT ADMINISTRATOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued by COUNTY as costs are incurred by CONSULTANT and agreed to by COUNTY.

Article 4: Contract Sum

This is a Unit Price Contract:*

- 4.1. COUNTY shall pay to CONTRACTOR the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.
- 4.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

This is a Lump Sum Contract:*

- 4.3. COUNTY shall pay to CONTRACTOR for the performance of the Work described in the Contract Documents, the total price stated as awarded.
- 4.4. Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Some Projects include both unit prices and lump sums in which case both sections shall apply as appropriate depending upon the type of Work being performed by CONTRACTOR and approved by COUNTY.

Article 5: Progress Payments

- 5.1. CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves CBE subcontractors, make Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or CONTRACT ADMINISTRATOR. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to CONSULTANT as required by the Contract Documents, a Certification of Payments to Subcontractors (Form 007500-9), and a release of liens relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance (Form 007500-8). Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval as follows:

Hazen and Sawyer, P.C., 4000 Hollywood Blvd. Suite 750N Hollywood, Florida 33021 |

All such applications for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the CONTRACTOR may send the CONTRACT ADMINISTRATOR an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the Contract requirements, the COUNTY shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. If the CONTRACTOR submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between COUNTY and the CONTRACTOR cannot be resolved as set forth above, and the dispute directly relates to the promptness of payment, the dispute shall be resolved in accordance the Prompt Payment Ordinance (Section 1-51.6 of the Broward County Code of Ordinances, as amended). For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

- 5.2. Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by COUNTY until Final Completion and acceptance by COUNTY in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the CONTRACT ADMINISTRATOR shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the CONTRACT ADMINISTRATOR may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the CONTRACT ADMINISTRATOR, shall be recommended by

CONSULTANT, and CONTRACTOR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of COUNTY.

- 5.3. COUNTY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 5.3.1. Defective work not remedied.
 - 5.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR or COUNTY because of CONTRACTOR's performance.
 - 5.3.3. Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
 - 5.3.4. Damage to another contractor not remedied.
 - 5.3.5. Liquidated damages and costs incurred by CONSULTANT for extended construction administration.
 - 5.3.6. Failure of CONTRACTOR to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the CONTRACT ADMINISTRATOR, payment shall be made in whole or in part.

Article 6: Acceptance and Final Payment

- 6.1. Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, CONSULTANT shall, within ten (10) calendar days, make an inspection thereof. If CONSULTANT and CONTRACT ADMINISTRATOR find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 007600-2) shall be issued by CONSULTANT, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.
- 6.2. Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final Payment package is to include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" (Form 007600-4), which must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.
- 6.3. If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of CONTRACTOR, and CONSULTANT so certifies, COUNTY shall, upon certificate of CONSULTANT, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- 6.4. Final payment shall be made only after the COUNTY's Director of Purchasing, or Board of County Commissioners as applicable, has reviewed a written evaluation of the performance of CONTRACTOR prepared by the CONTRACT ADMINISTRATOR, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR, except those previously made in strict accordance with the provisions of the General Conditions and identified by CONTRACTOR as unsettled at the time of the application for final payment.

Article 7: Miscellaneous

- 7.1. This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.

- 7.2. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

- 7.3. Public Entity Crimes:

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the COUNTY, may not submit a bid on a contract with the COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY, and may not transact any business with the COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in cancellation of the COUNTY purchase and may result in CONTRACTOR debarment.

- 7.4. Independent Contractor:

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the COUNTY. This Contract shall not constitute or make the parties a partnership or joint venture.

- 7.5. Third Party Beneficiaries:

Except as provided in Section 54.2.4 of the General Conditions, neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

- 7.6. Notices:

Whenever either party desires to give notice to the other, such notice must be in writing,

sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

For County:

Gregory M. Balicki, P.E., Contract Administrator
2555 W. Copans Road
Pompano Beach, FL 33069

For Contractor:

Christopher Bannon, Project Manager
5061 Lockett Road
Fort Myers, FL 33905

7.7. Assignment and Performance:

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Article 28 of the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

7.8. Materiality and Waiver of Breach:

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver shall not be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9. Severance:

In the event a portion of this Contract is found by a court of competent jurisdiction to be

invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10. Applicable Law, Jurisdiction, Venue, and Waiver of Jury Trial:

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder shall be exclusively in the jurisdiction of the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.**

7.11. Amendments:

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and pursuant to the terms herein.

7.12. Prior Agreements:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7.13. Payment for Stored Materials and Equipment:

Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoiced amount of the materials and equipment as set forth herein. Additionally, retainage on 90% of the invoiced amount shall be executed per Section 5.2. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the Work but delivered and suitably stored at the project site and scheduled for installation on-site within thirty (30) calendar days of the date of the Application for Payment. Copies of the supplier's invoices for the materials and equipment shall be included with the Application for Payment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Director of Purchasing, authorized to execute same pursuant to the Procurement Code, and CONTRACTOR, signing by and through its General Manager, duly authorized to execute same.

COUNTY

WITNESSES:

Luis Garcia
Print Name: Luis Garcia

Hazel Mae Matthew
Print Name: HAZEL MAE MATTHEW

BROWARD COUNTY, by and through its Director of Purchasing

By Brenda Billingsley
Brenda Billingsley, Director of Purchasing

8th day of October, 2013

Insurance requirements approved by Broward County Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] 10/3/13
Signature (Date)
Risk Management Division

By [Signature] 10/3/13
Al A. DiCalvo (Date)
Assistant County Attorney

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 31st day of July, 2013, and CONTRACTOR, signing by and through Edward McCullers, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____ Mayor
____ day of _____, 2013



Approved as to Surety Company
Qualifications, Insurance
Requirements and Insurance
Documentation:

Approved as to form by
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

[Signature] 9/20/13
Risk Manager

Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By _____
Assistant County Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

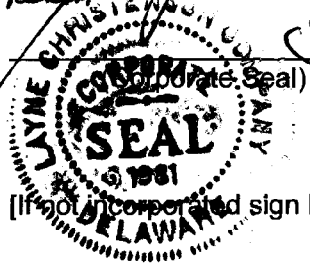
ATTEST:

[Handwritten Signature]

 Assist (Secretary)

Chris Bannon

 Corporate Seal



[If not incorporated sign below.]

Layne Christensen Company

(Name of Corporation)

By

[Handwritten Signature]

 (Signature and Title)

Edward McCullers, General Manager

(Type Name/Title Signed Above)

16th day of September, 2013.

CONTRACTOR

WITNESSES:

 (Business Name)

By

 (Signature)

 (Type Name Signed Above)

____ day of _____, 20____.

COUNTY REQUIRES FOUR (4) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

SECTION 005400: CONTRACT SUPPLEMENTAL CONDITIONS

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underlined type are additions to existing text.

1. Article 5, Progress Payments, Section 5.1 of the Contract is hereby revised, in part, to read as follows:

5.1 CONTRACTOR may make Application for Payment for Work completed during the Project at intervals of not more than once a month. CONTRACTOR shall, where the Project involves CBE subcontractors, make Application for Payment for Work completed by such subcontractors during the Project at monthly intervals. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT or CONTRACT ADMINISTRATOR. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to CONSULTANT as required by the Contract Documents, a Certification of Payments to Subcontractors Form (007500-9), a statement indicating the cumulative amount of CBE participation to date, and a release of ~~liens-claims~~ relative to the Work which was the subject of previous applications or consent of surety relative to the Work which is the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (007500-8). Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval as follows:

* * *

2. Article 6, Acceptance and Final Payment, Section 6.2 of the Contract is hereby revised to read as follows:

6.2 Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all ~~liens-claims~~ arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. Final Payment package is to

include the certification document titled "Final List of Non-Certified Subcontractors and Suppliers" Form (007600-4), which must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.

3. Article 7, Miscellaneous, Section 7.5, Third Party Beneficiaries, of the Contract is hereby revised to read as follows:

Except as provided in Section ~~54.2.4~~ 54.7 of the General Conditions, neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

[The Remainder of This Page Is Intentionally Left Blank.]

SECTION 007200: CONTRACT GENERAL CONDITIONS**Article 1: Contract Documents:**

- 1.1. The Contract Documents are defined in Section 1.7 of the Contract.
- 1.2. The Contract Documents shall be followed in strict accordance as to work, performance, material, and dimensions except when CONSULTANT may authorize, in writing, an exception.
- 1.3. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by CONSULTANT. CONTRACTOR shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from CONSULTANT.
- 1.4. CONTRACTOR shall be furnished ten (10) copies, free of charge, of the Contract Documents; two (2) of which shall be preserved and always kept accessible to CONSULTANT and CONSULTANT's authorized representatives. Additional copies of the Contract Documents may be obtained from COUNTY at the cost of reproduction.

Article 2: Intention of COUNTY:

It is the intent of COUNTY to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by CONTRACTOR whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and CONTRACTOR shall comply therewith. COUNTY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

Article 3: Preliminary Matters:

- 3.1. At least five (5) calendar days prior to the pre-construction meeting described in Section 3.2, CONTRACTOR shall submit to CONSULTANT for CONSULTANT's review and acceptance:
 - 3.1.1. A progress schedule in the indicated form:
 - Bar Chart
 - Modified CPM
 - CPM
 - Computerized CPM

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by CONTRACTOR, submitted as part of each Application for Payment and shall be acceptable to CONSULTANT.

- 3.1.2. A preliminary schedule of Shop Drawing submissions; and
- 3.1.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

Such prices shall be broken down to show labor, equipment, materials and overhead and profit.

- 3.1.4. After award but prior to the submission of the progress schedule, CONSULTANT, CONTRACT ADMINISTRATOR and CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither CONSULTANT nor COUNTY shall be responsible for the nonperformance by the utility owners.

- 3.2. At a time specified by CONSULTANT but before CONTRACTOR starts the work at the Project site, a conference attended by CONTRACTOR, CONSULTANT and others as deemed appropriate by CONTRACT ADMINISTRATOR, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.
- 3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by CONTRACTOR, CONSULTANT and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the Notice to Proceed, the CONTRACTOR shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for CONSULTANT review. The finalized progress schedule will be accepted by CONSULTANT only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by COUNTY or CONSULTANT of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on CONSULTANT or COUNTY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to Section 3.1.3 above must

be acceptable to CONSULTANT as to form and substance.

Article 4: Performance Bond and Payment Bond:

Within fifteen (15) calendar days of being notified of the award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 007500-1) and Payment Bond (Form 007500-2).

- 4.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to COUNTY the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.
- 4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR will, upon notification by COUNTY, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Contract.
- 4.3. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide COUNTY with evidence of such recording.
- 4.4. Alternate Form of Security: In lieu of a Performance Bond and a Payment Bond, CONTRACTOR may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit (Form 007500-5). Such alternate forms of security shall be subject to the approval of COUNTY and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by COUNTY for one (1) year after completion and acceptance of the Work.

Article 5: Qualification of Surety:

- 5.1. Bid Bonds, Performance Bonds and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):
 - 5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.
 - 5.1.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.11. Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY, that such excess risk has been protected in an acceptable manner.

5.1.3. The COUNTY will accept a surety bond from a company in accordance with the requirements set forth below, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the COUNTY shall review and either accept or reject the surety company based on the financial information available to the COUNTY. A surety company that is rejected by the COUNTY may be substituted by the Bidder or proposer with a surety company acceptable to the COUNTY, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

| <u>Amount of Bond</u> | <u>Policy- Financial holder's Ratings</u> | <u>Size Category</u> |
|--------------------------------|---|----------------------|
| \$ 500,001 to \$ 1,000,000 | A- | Class I |
| \$ 1,000,001 to \$ 2,000,000 | A- | Class II |
| \$ 2,000,001 to \$ 5,000,000 | A | Class III |
| \$ 5,000,001 to \$ 10,000,000 | A | Class IV |
| \$ 10,000,001 to \$ 25,000,000 | A | Class V |
| \$ 25,000,001 to \$ 50,000,000 | A | Class VI |
| \$ 50,000,001 or more | A | Class VII |

5.1.4. For projects of Five Hundred Thousand Dollars (\$500,000.00) or less, COUNTY may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit (Form 007500-4) so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

5.1.5. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

Article 6: Indemnification:

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers 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 conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. These indemnifications shall survive the term of this Contract. To the extent considered necessary by CONTRACT ADMINISTRATOR and County Attorney, any sums due CONTRACTOR under this Contract may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

Article 7: Insurance Requirements

- 7.1. The specific insurance coverage requirements for this project are identified in the Instructions to Bidders Supplement which is a part of the Contract Documents.
- 7.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.3. The policy(ies) must be endorsed to provide the COUNTY with at least thirty (30) days notice of cancellation and/or restriction.
- 7.4. CONTRACTOR shall furnish to the CONTRACT ADMINISTRATOR Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract as indicated Form 004520. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 004520. The failure to provide the Certificate of Insurance within fifteen (15) days shall be the basis for the rescission of the awarding contract.
- 7.5. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 7.6. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, 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.
- 7.7. COUNTY and CONSULTANT are to be expressly included as Additional Insureds in the name of Broward County and CONSULTANT with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names COUNTY and CONSULTANT as additional insureds.

Article 8: Labor and Materials:

- 8.1 Unless otherwise provided herein, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 8.2 CONTRACTOR shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

Article 9: Royalties and Patents

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any

article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

Article 10: Weather

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in CONTRACTOR being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

Article 11: Permits, Licenses and Impact Fees

- 11.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by CONTRACTOR pursuant to this Contract shall be secured and paid for by CONTRACTOR. It is CONTRACTOR's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
- 11.2 Impact fees levied by any municipality shall be paid by CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CONTRACTOR in no event shall include profit or overhead of CONTRACTOR.

Article 12: Resolution of Disputes

- 12.1. To prevent all disputes and litigation, it is agreed by the parties hereto that, CONSULTANT shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CONSULTANT's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR shall be submitted to CONSULTANT in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, CONSULTANT shall notify the CONTRACT ADMINISTRATOR and CONTRACTOR in writing of CONSULTANT's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty or dispute, unless CONSULTANT requires additional time to gather information or allow the parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all non-technical administrative disputes, shall be determined by the CONTRACT ADMINISTRATOR pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR, CONSULTANT, and CONTRACT ADMINISTRATOR shall act in good

faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

- 12.2. In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

Article 13: Inspection of Work

- 13.1. CONSULTANT and COUNTY shall at all times have access to the Work, and CONTRACTOR shall provide proper facilities for such access and for inspecting, measuring and testing.
- 13.1.1. Should the Contract Documents, CONSULTANT's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than COUNTY, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of CONSULTANT, it must, if required by CONSULTANT, be uncovered for examination and properly restored at CONTRACTOR's expense.
- 13.1.2. Reexamination of any of the Work may be ordered by CONSULTANT with prior written approval by the CONTRACT ADMINISTRATOR, and if so ordered, the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, COUNTY shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such cost.
- 13.2. Inspectors shall have no authority to permit deviations from, nor to relax any of the provisions of, the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of CONSULTANT.
- 13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by CONTRACTOR to any inspector,

directly or indirectly, is strictly prohibited, and any such act on the part of CONTRACTOR will constitute a breach of this Contract.

Article 14: Superintendence and Supervision

- 14.1. The orders of COUNTY are to be given through CONSULTANT, which instructions are to be strictly and promptly followed in every case. CONTRACTOR shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to CONSULTANT. The superintendent shall not be changed except with the written consent of CONSULTANT, unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The superintendent shall represent CONTRACTOR and all directions given to the superintendent shall be as binding as if given to CONTRACTOR and will be confirmed in writing by CONSULTANT upon the written request of CONTRACTOR. CONTRACTOR shall give efficient supervision to the Work, using its best skill and attention.
- 14.2. Daily, CONTRACTOR's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of COUNTY, CONSULTANT, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by COUNTY and CONSULTANT.
- 14.3. The CONTRACT ADMINISTRATOR, CONTRACTOR, and CONSULTANT shall meet at least every two (2) weeks or as determined by the CONTRACT ADMINISTRATOR, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. The CONSULTANT shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 14.4. If CONTRACTOR, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be CONTRACTOR's duty to immediately inform CONSULTANT, in writing, and CONSULTANT will promptly review the same. Any Work done after such discovery, until authorized, will be done at CONTRACTOR's sole risk.
- 14.5. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Article 15: COUNTY's Right to Terminate Contract

- 15.1. If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and

equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, or if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended, CONTRACT ADMINISTRATOR may give notice in writing to CONTRACTOR and its Surety of such delay, neglect, or default, specifying the same with a notice to cure. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the COUNTY's awarding authority for the Contract, may upon written certificate from CONSULTANT of the fact of such delay, neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition COUNTY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in COUNTY's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in COUNTY's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by COUNTY, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by COUNTY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to COUNTY the amount of said excess.

- 15.2. 15.2 If, after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of COUNTY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 15.3. This Contract may be terminated for convenience in writing by COUNTY upon ten (10) days written notice to CONTRACTOR (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CONTRACTOR shall be paid for all work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by CONTRACTOR. No payment shall be made for profit for work/services which have not been performed.
- 15.4. Upon receipt of Notice of Termination pursuant to Sections 15.1, 15.3 or 15.5, CONTRACTOR shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to COUNTY all

data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

15.5. This Contract may also be terminated by the Board:

15.5.1. Upon the disqualification of CONTRACTOR as a CBE firm by COUNTY's Director of the Office of Economic and Small Business Development if CONTRACTOR's status as CBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR;

15.5.2. Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the CBE contractual obligations;

15.5.3. Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

15.5.4. Upon the disqualification of one or more of CONTRACTOR's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.5.5. If CONTRACTOR is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or CBE participant. If so determined, CONTRACTOR shall not be awarded CBE participation credit.

Article 16: Suspension of Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the Contract for cause.

Article 17: Assignment

Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to it hereunder, without the previous written consent of the County Administrator.

Article 18: Rights of Various Interests

Whenever work being done by COUNTY's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the CONTRACT ADMINISTRATOR to secure the completion

of the various portions of the Work in general harmony.

Article 19: Explosives

When the use of explosives is necessary in the prosecution of the Work, CONTRACTOR shall exercise the utmost care in handling and usage of such explosives to the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked "Dangerous-Explosives" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to COUNTY proof of coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included.

Article 20: Differing Site Conditions

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify CONTRACT ADMINISTRATOR and CONSULTANT in writing of the existence of the aforesaid conditions. CONSULTANT and CONTRACT ADMINISTRATOR shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CONTRACT ADMINISTRATOR, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, CONTRACT ADMINISTRATOR may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CONTRACT ADMINISTRATOR and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CONSULTANT for determination in accordance with the provisions of Article 12. No request by CONTRACTOR for an equitable adjustment to the Contract under this provision shall be allowed unless CONTRACTOR has given written notice to CONTRACT ADMINISTRATOR in strict accordance with the provisions of this Article.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CONTRACT ADMINISTRATOR as the date of substantial completion.

Article 21: Plans and Working Drawings

COUNTY, through CONSULTANT, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Contract Documents. In case of disagreement between the written and graphic portions of the Contract Documents, the written portion shall govern.

Article 22: CONTRACTOR to Check Plans, Specifications, and Data

CONTRACTOR shall verify all dimensions, quantities and details shown on the plans,

specifications or other data received from CONSULTANT, and shall notify CONSULTANT of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. CONTRACTOR will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by CONSULTANT. CONTRACTOR shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless CONTRACTOR recognized such error, omission or discrepancy and knowingly failed to report it to CONSULTANT.

Article 23: CONTRACTOR's Responsibility for Damages and Accidents

- 23.1. CONTRACTOR shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by COUNTY, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.
- 23.2. CONTRACTOR shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by COUNTY, CONTRACTOR shall replace same without cost to COUNTY, except as provided in Article 30.

Article 24: Warranty

CONTRACTOR warrants to COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

Article 25: Supplementary Drawings

- 25.1. When, in the opinion of CONSULTANT, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by CONSULTANT.
- 25.2. The supplementary drawings shall be binding upon CONTRACTOR with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

Article 26: Defective Work

- 26.1. CONSULTANT shall have the authority to reject or disapprove Work which CONSULTANT finds to be defective. If required by CONSULTANT, CONTRACTOR shall promptly either correct all defective work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 26.2. Should CONTRACTOR fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract

Documents within the time indicated in writing by CONSULTANT, COUNTY shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR, or may be charged against the Performance Bond. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, COUNTY may declare CONTRACTOR in default.

- 26.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR, after receipt of written notice from COUNTY, shall promptly correct such defective or nonconforming Work within the time specified by COUNTY without cost to COUNTY, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under the Contract Documents, including, but not limited to, Article 24 hereof and any claim regarding latent defects.
- 26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate COUNTY to final acceptance.

Article 27: Taxes

CONTRACTOR shall pay all applicable sales, consumer, use and other taxes required by law. CONTRACTOR is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Article 28: Subcontracts

- 28.1. Each subcontractor must possess certificates of competency and licenses required by law. CONTRACTOR shall have a continuing obligation to notify COUNTY and CONSULTANT of any change in subcontractors.
- 28.2. CONTRACTOR shall not employ any subcontractor against whom COUNTY or CONSULTANT may have a reasonable objection. CONTRACTOR shall not be required to employ any subcontractor against whom CONTRACTOR has a reasonable objection.
- 28.3. CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and COUNTY or any obligation on the part of COUNTY to pay or to see the payment of any monies due any subcontractor. COUNTY or CONSULTANT may furnish to any subcontractor evidence of amounts paid to CONTRACTOR on account of specific work performed.
- 28.4. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

- 28.5. CONTRACTOR shall perform the Work with its own organization, amounting to not

less than 95 percent of the Contract Price.

Article 29: Separate Contracts

- 29.1. COUNTY reserves the right to let other contracts in connection with this Project. CONTRACTOR shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.
- 29.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any other persons, CONTRACTOR shall inspect and promptly report to CONSULTANT any defects in such Work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of CONTRACTOR's Work, except as to defects which may develop in other CONTRACTOR's Work after the execution of CONTRACTOR's Work.
- 29.3. CONTRACTOR shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 29.4. To insure the proper execution of subsequent Work, CONTRACTOR shall inspect the Work already in place and shall at once report to CONSULTANT any discrepancy between the executed Work and the requirements of the Contract Documents.

Article 30: Use of Completed Portions

- 30.1. COUNTY shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CONTRACTOR shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by CONSULTANT and approved by COUNTY.
- 30.2. In the event COUNTY takes possession of any completed or partially completed portions of the Project, the following shall occur:
 - 30.2.1. COUNTY shall give notice to CONTRACTOR in writing at least thirty (30) calendar days prior to COUNTY's intended occupancy of a designated area.
 - 30.2.2. CONTRACTOR shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion (Form 007600-1) from CONSULTANT.
 - 30.2.3. Upon CONSULTANT's issuance of a Certificate of Substantial Completion, COUNTY will assume full responsibility for maintenance, utilities, subsequent damages of COUNTY and public, adjustment of insurance coverages and start of warranty for the occupied area.

30.2.4. CONTRACTOR shall complete all items noted on the Certificate of Substantial Completion within the time specified by CONSULTANT on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, CONSULTANT shall issue a Final Certificate of Payment relative to the occupied area.

30.2.5. If COUNTY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by COUNTY and CONTRACTOR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of CONTRACTOR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

Article 31: Lands for Work

31.1. COUNTY shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by COUNTY for the use of CONTRACTOR.

31.2. CONTRACTOR shall provide, at CONTRACTOR's own expense and without liability to COUNTY, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR shall furnish to COUNTY copies of written permission obtained by CONTRACTOR from the owners of such land.

Article 32: Legal Restrictions and Traffic Provisions

CONTRACTOR shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and CONTRACTOR's general operations. CONTRACTOR shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

Article 33: Location and Damage to Existing Facilities, Equipment, or Utilities

33.1. As far as possible, all existing utility lines in the Project area have been shown on the plans. However, COUNTY does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

33.2. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience

of the CONTRACTOR shall be paid by the CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by the CONTRACTOR. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the CONTRACTOR for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

- 33.3. The CONTRACTOR shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The CONTRACTOR shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- 33.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The COUNTY reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the CONTRACTOR. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

Article 34: Value Engineering

CONTRACTOR may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to CONSULTANT in writing. CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without CONSULTANT's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by CONSULTANT shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, CONTRACTOR agrees to pay directly to CONSULTANT all CONSULTANT's fees and charges related to CONSULTANT's review of the request for substitution, whether or not the request for substitution is accepted by CONSULTANT. Any substitution submitted by CONTRACTOR must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including CONSULTANT review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between CONTRACTOR and COUNTY and shall be processed as a deductive Change Order. COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

Article 35: Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with COUNTY, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

Article 36: Changes in the Work or Terms of Contract Documents

- 36.1. Without invalidating the Contract and without notice to any surety, COUNTY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.
- 36.2. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by COUNTY as hereinafter provided.

Article 37: Field Orders and Supplemental Instructions

- 37.1. The CONTRACT ADMINISTRATOR, through CONSULTANT, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- 37.2. CONSULTANT shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

Article 38: Change Orders

- 38.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time.
- 38.2. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the COUNTY. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the Work set forth within the document.
- 38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, COUNTY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to CONSULTANT as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by COUNTY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CONSULTANT and CONTRACT ADMINISTRATOR in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 38.4. On approval of any Contract change increasing the Contract Price, CONTRACTOR

shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

- 38.5. Under circumstances determined necessary by COUNTY, Change Orders may be issued unilaterally by COUNTY.

Article 39: Value of Change Order Work

- 39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

39.1.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2. By mutual acceptance of a lump sum which CONTRACTOR and COUNTY acknowledge contains a component for overhead and profit.

39.1.3. On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Section 39.4.

- 39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by COUNTY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 39.3.

39.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by COUNTY and CONTRACTOR. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by COUNTY.

39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNTY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by COUNTY with the advice of CONSULTANT and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in

accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

39.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by COUNTY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to COUNTY who will then determine, with the advice of CONSULTANT, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5. Supplemental costs including the following:

39.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.

39.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

39.2.5.3. Sales, use, or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

39.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

39.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

39.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

39.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3. The term "cost of the work" shall not include any of the following:

39.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch

office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 39.2.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

- 39.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
 - 39.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
 - 39.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
 - 39.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - 39.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 39.2.
- 39.4. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
- 39.4.1. A mutually acceptable fixed fee, or if none can be agreed upon; or
 - 39.4.2. A fee based on the following percentages of the various portions of the cost of the work:
 - 39.4.2.1. For costs incurred under Sections 39.2.1 and 39.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).
 - 39.4.2.2. For costs incurred under Section 39.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
 - 39.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 39.2.4 and 39.2.5, (except Section 39.2.5.3), and Section 39.3.
- 39.5. The amount of credit to be allowed by CONTRACTOR to COUNTY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

- 39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.
- 39.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CONSULTANT and CONTRACT ADMINISTRATOR.
- 39.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 39.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- 39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

Article 40: Notification and Claim for Change of Contract Time or Contract Price

- 40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by CONTRACTOR to the CONTRACT ADMINISTRATOR and to CONSULTANT within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by CONTRACTOR of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the CONTRACT ADMINISTRATOR and CONSULTANT (hereinafter "Claim Notice"). The Claim Notice shall include CONTRACTOR's written notarized certification that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If the CONTRACT ADMINISTRATOR and CONTRACTOR cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the CONTRACT ADMINISTRATOR and CONSULTANT, then CONTRACTOR shall submit the claim to CONSULTANT within five (5) calendar days from the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- 40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made therefor as provided in Section 40.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor

employed by COUNTY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

Article 41: No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against COUNTY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of COUNTY or its CONSULTANT. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

Article 42: Excusable Delay; Compensable; Non-Compensable

- 42.1. Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of CONTRACTOR or its subcontractors, suppliers or vendors are Excusable Delay.
- 42.2. CONTRACTOR is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. CONTRACTOR shall document its claim for any time extension as provided in Article 40 hereof.
- 42.3. Failure of CONTRACTOR to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.
- 42.4. Excusable Delay may be compensable or non-compensable:
 - 42.4.1. Compensable Excusable Delay. Excusable Delay is compensable when
 - 42.4.1.1. the delay extends the Contract Time,
 - 42.4.1.2. is caused by circumstances beyond the control of the CONTRACTOR or its subcontractors, suppliers or vendors, and
 - 42.4.1.3. is caused solely by fraud, bad faith or active interference on the part of COUNTY or its agents.

In no event shall CONTRACTOR be compensated for interim delays which do not extend the Contract Time.

CONTRACTOR shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CONTRACTOR shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

COUNTY and CONTRACTOR recognize and agree that the amount of

CONTRACTOR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CONTRACTOR shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate CONTRACTOR for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by CONTRACTOR. The amount of liquidated indirect costs recoverable shall be \$1,000.00 per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

42.4.2. Non-Compensable Excusable Delay. When Excusable Delay is

- 42.4.2.1. caused by circumstances beyond the control of CONTRACTOR, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the COUNTY or CONSULTANT, or
- 42.4.2.2. is caused jointly or concurrently by CONTRACTOR or its subcontractors, suppliers or vendors and by the COUNTY or CONSULTANT, then CONTRACTOR shall be entitled only to a time extension and no further compensation for the delay.

Article 43: Substantial Completion

When CONTRACTOR considers that the Work, or a portion thereof designated by COUNTY pursuant to Article 30 hereof, has reached Substantial Completion, CONTRACTOR shall so notify COUNTY and CONSULTANT in writing. CONSULTANT and COUNTY shall then promptly inspect the Work. When CONSULTANT, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 00925. The CONTRACT ADMINISTRATOR shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of COUNTY and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance. The CONSULTANT and COUNTY shall develop and the CONTRACTOR shall review the list of all Work yet to be completed by CONTRACTOR to satisfy the requirements of the Contract Documents for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to the CONTRACTOR within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to COUNTY through the CONTRACT ADMINISTRATOR and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such Certificate.

Article 44: No Interest

Any monies not paid by COUNTY when claimed to be due to CONTRACTOR under this Contract, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of COUNTY's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes, as such relates to the payment of interest, shall apply to valid and proper invoices.

Article 45: Shop Drawings

- 45.1. CONTRACTOR shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 45.2. Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, CONTRACTOR shall submit to CONSULTANT a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by CONSULTANT shall in no way relieve CONTRACTOR from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 45.3. After the approval of the list of items required in Section 45.2 above, CONTRACTOR shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. CONTRACTOR shall include all shop drawings and other submittals in its certification.
- 45.4. CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 45.5. If the Shop Drawings show or indicate departures from the Contract requirements, CONTRACTOR shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve CONTRACTOR from its responsibility to comply with the Contract Documents.
- 45.6. CONSULTANT shall review and approve Shop Drawings within fifteen (15) calendar days from the date received, unless said Drawings are rejected by CONSULTANT for material reasons. CONSULTANT's approval of Shop Drawings will be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by CONSULTANT. Approval shall not relieve CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 45.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to CONSULTANT along with its comments as to compliance, noncompliance, or features requiring special attention.

- 45.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 45.9. CONTRACTOR shall submit the number of copies required by CONSULTANT. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- 45.10. CONTRACTOR shall keep one set of Shop Drawings marked with CONSULTANT's approval at the job site at all times.

Article 46: Field Layout of the Work and Record Drawings

- 46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with CONTRACTOR. CONTRACTOR shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. CONTRACTOR shall deliver these records in good order to CONSULTANT as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to CONSULTANT prior to, and as a condition of, final payment.
- 46.2. CONTRACTOR shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to CONSULTANT for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the CONTRACT ADMINISTRATOR.
- 46.3. Prior to, and as a condition precedent to Final Payment, CONTRACTOR shall submit to COUNTY, CONTRACTOR's record drawings or as-built drawings acceptable to CONSULTANT.

Article 47: Safety and Protection

- 47.1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 47.1.1. All employees on the work site and other persons who may be affected thereby;
 - 47.1.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 47.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 47.2. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations

and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Sections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to COUNTY and CONTRACTOR that the Work is acceptable except as otherwise provided in Article 30 hereof.

- 47.3. CONTRACTOR shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

Article 48: Final Bill of Materials

CONTRACTOR shall be required to submit to COUNTY and CONSULTANT a final bill of materials with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by CONSULTANT until CONTRACTOR submits the final bill of materials and CONSULTANT verifies the accuracy of the units of Work.

Article 49: Payment by COUNTY for Tests

Except when otherwise specified in the Contract Documents, the expense of all tests requested by CONSULTANT shall be borne by COUNTY and performed by a testing firm chosen by CONSULTANT. For road construction projects, the procedure for making tests required by CONSULTANT will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of any required test which CONTRACTOR fails shall be paid for by CONTRACTOR.

Article 50: Project Sign

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

Article 51: Hurricane Precautions

- 51.1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the CONTRACTOR, at no cost to the COUNTY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the COUNTY or CONSULTANT has given notice of same.

- 51.2. Compliance with any specific hurricane watch or warning precautions will not constitute

additional work.

- 51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the COUNTY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

Article 52: Cleaning Up; COUNTY's Right to Clean Up

CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, CONTRACTOR shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If CONTRACTOR fails to clean up during the prosecution of the Work or at the completion of the Work, COUNTY may do so and the cost thereof shall be charged to CONTRACTOR. If a dispute arises between CONTRACTOR and separate contractors as to their responsibility for cleaning up, COUNTY may clean up and charge the cost thereof to the contractors responsible therefore as CONSULTANT shall determine to be just.

Article 53: Removal of Equipment

In case of termination of this Contract before completion for any cause whatsoever, CONTRACTOR, if notified to do so by COUNTY, shall promptly remove any part or all of CONTRACTOR's equipment and supplies from the property of COUNTY, failing which COUNTY shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

Article 54: EEO and OESBD Compliance

- 54.1. Nondiscrimination, Equal Employment Opportunity, And Americans With Disabilities Act

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, age, color, sex, national origin, political affiliation, familial status, disability, pregnancy, sexual orientation, gender identity or expression, marital status or political affiliation in the performance of this Contract, or in subcontracting work in the performance of this Contract and shall not otherwise unlawfully discriminate in violation of Chapter 16½ of the Broward County Code of Ordinances, as may be amended from time to time. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 54.1.1. COUNTY shall also require that any contractor selected to perform work on a COUNTY project include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by U.S. Department of

Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

54.1.2. CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

54.1.3. By execution of this Contract, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). COUNTY hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle COUNTY to terminate this Contract and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Contract, and may result in debarment from COUNTY's competitive procurement activities.

54.2. COUNTY BUSINESS ENTERPRISE ("CBE") COMPLIANCE

In completing this Project, CONTRACTOR agrees to and shall comply with COUNTY Business Enterprise Act of 2009 (Broward County Ordinance No. 2009-40), as may be amended from time to time, hereinafter referred to as the "Act," which provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts.

Failure by CONTRACTOR to carry out any of the CBE Program requirements shall constitute a material breach of this Contract, which shall permit COUNTY to terminate this Contract or to exercise any other remedy available under this Contract, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.

CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Economic and Small Business Development (OESBD), may make minor administrative modifications to the CBE Program which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. Failure of CONTRACTOR to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONTRACTOR.

The COUNTY shall review each proposed modification to this Contract that, by itself or aggregated with previous modifications, increase the contract value of this Contract by ten percent (10%) of the initial contract value, or Fifty Thousand Dollars (\$50,000) whichever is less, for opportunities to include or increase the participation of CBE firms, already involved on this Contract.

54.2.1. COUNTY and CONTRACTOR agree that prime and subcontract awards to CBE firms are crucial to the achievement of COUNTY's CBE participation goals. In an effort to assist COUNTY in achieving its established goals for this Project, CONTRACTOR agrees to meet the current CBE participation goals established by COUNTY.

54.2.1.1. This Contract has the following CBE participation goals: 0 percent.

54.2.1.2. CONTRACTOR may not terminate for convenience a certified CBE listed as a subcontractor in the CONTRACTORS bid or offer without the County's prior written consent, which consent shall not be unreasonable withheld. CONTRACTOR shall inform COUNTY immediately when a CBE firm is not able to perform or if CONTRACTOR believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the CBE firm with another CBE firm. Whenever a certified CBE subcontractor is terminated for any reason, including for cause, CONTRACTOR shall make good faith efforts to find another certified CBE firm to perform the work required of the original CBE firm.

54.2.2. CONTRACTOR has committed to the CBE performance delineated on Form 004339-2, Schedule of Participation. CONTRACTOR shall, in performing services for this Project, incorporate the names, addresses, scope of work, and dollar value of CBE participation on the Schedule of Participation into CONTRACTOR's contracts. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goals must be certified by the Broward County Office of Economic and Small Business Development. CONTRACTOR agrees to enter into contracts with CBE subcontractors which are listed on the Schedule of Participation upon execution of this Contract and to provide copies of its contracts with such persons to the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development. CONTRACTOR may not deviate from the CBEs delineated in the Schedule of Participation, without the prior approval of the OESBD (or designee).

54.2.3. CONTRACTOR understands that it is the responsibility of the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR agrees to furnish a Monthly CBE Utilization Report (Form 007500-6), to both the CONTRACT ADMINISTRATOR and the Broward County Office of Economic and Small Business Development on the progress of CBE participation commencing with the first payment application. This form may be changed by the CONTRACT ADMINISTRATOR for form and/or content during the course of the project. CONTRACTOR shall coordinate with

CONTRACT ADMINISTRATOR prior to all Application for Payment to ensure use of CONTRACT ADMINISTRATOR's current requirements for formal and content of the Monthly CBE Utilization Report. All reports shall include the name and business address of each CBE firm solicited by CONTRACTOR to work as a subcontractor in this Contract and the responses received by CONTRACTOR to such solicitation; the name and business address of each CBE firm actually involved in this Contract, a description of the work performed and/or product or service supplied by the CBE firms; the date and amount of each expenditure; the CBE status of any contractor performing any portion of this Contract; and any other information requested by COUNTY which may assist COUNTY in determining the CONTRACTOR's compliance with its contractual obligations, or may assist in the implementation and enforcement of the Act. The submission of the report required by this subparagraph shall be a condition of payment to CONTRACTOR.

54.2.4. In the event of CONTRACTOR's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of CBE participation), the affected CBE firm shall have the right to exercise the following remedies if the noncompliance is or was due to no fault of the CBE firm, and due to the willful action or omission of CONTRACTOR:

54.2.4.1. The affected CBE firm shall be entitled to damages pursuant to its Contract with CONTRACTOR.

54.2.4.2. If a subcontractor or other similarly-situated person institutes an arbitration proceeding claiming non-compliance with the Act by CONTRACTOR, then only in such event shall the remedies include an undertaking by CONTRACTOR to submit any dispute concerning such damages to binding arbitration by an independent arbitrator. However, binding arbitration shall not be available as to any dispute between CONTRACTOR and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceedings. An arbitrator may award reasonable attorney's fees and costs against a non-prevailing party.

54.2.4.3. Nothing under this Subsection 54.2.4 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Contract.

54.2.5. CONTRACTOR agrees that nonpayment of a CBE subcontractor as required by Article 5 of the Contract shall be a material breach of this Contract and that COUNTY's CONTRACT ADMINISTRATOR may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Subsection 54.2.5 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor.

54.2.6. COUNTY shall have access without limitation to CONTRACTOR's books and records including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine

CONTRACTOR's compliance with its commitment to CBE participation and the status of any CBE firm performing any portion of this Contract. On-site reviews to monitor the CONTRACTOR's progress in achieving and maintaining CBE obligations will be carried out by the CONTRACT ADMINISTRATOR in conjunction with the Office of Economic and Small Business Development (or designee).

54.2.7. If CONTRACTOR fails to comply with the requirements of this Contract or the requirements of the County Business Enterprise Act of 2009, COUNTY shall have the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this Contract or under applicable law, with all such rights and remedies being cumulative.

Article 55: Project Records

CONTRACTOR and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for additional compensation made by CONTRACTOR, including, without limitation, complete and correct records of payments to each of its subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. COUNTY shall have the right to inspect and copy, at COUNTY's expense, the books and records and accounts of CONTRACTOR and its subcontractors which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR and its subcontractors which relate to the Project and to any claim for additional compensation made by CONTRACTOR. CONTRACTOR and its subcontractors shall retain and make available to COUNTY all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, CONTRACTOR shall provide COUNTY access to its books and records and accounts upon seventy-two (72) hours written notice

Article 56: Domestic Partnership Requirement

CONTRACTOR certifies and represents that it will comply with the COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Contract. The failure of the CONTRACTOR to comply shall be a material breach of the Contract, entitling the COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the CONTRACTOR until the CONTRACTOR complies; (2) termination of the Contract; (3) and suspension or debarment of the CONTRACTOR from doing business with the COUNTY.

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SECTION 07300: CONTRACT SUPPLEMENTAL GENERAL CONDITIONS

The following deviations to the General Conditions are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underlined type are additions to existing text.

1. Article 54, EEO and CBE Compliance, Sections 54.1 and 54.2, of the Contract General Conditions are hereby deleted and replaced with the following:

54.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Contract. Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Contract, which shall permit COUNTY, to terminate this Contract or to exercise any other remedy provided under this Contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors, subconsultants, or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COUNTY deems appropriate.

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Contract, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle COUNTY to terminate this Contract and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Contract, and may result in debarment from COUNTY's competitive procurement activities.

54.2 The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONTRACTOR agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Contract. CONTRACTOR acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONTRACTOR and shall include a deadline for CONTRACTOR to notify COUNTY if CONTRACTOR concludes that the modification exceeds the authority of this section of this Contract. Failure of CONTRACTOR to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONTRACTOR.

The COUNTY shall have the right to review each proposed amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Contract price by ten percent (10%), for opportunities to include or increase the participation of CBE firms already involved in this Contract. CONTRACTOR shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

54.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONTRACTOR understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONTRACTOR

agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 54.4:

CONTRACTOR has committed to zero percent (0 %) CBE participation.

CONTRACTOR may not terminate for convenience a CBE firm listed as a subcontractor in the CONTRACTOR'S bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. CONTRACTOR shall inform COUNTY immediately when a CBE firm is not able to perform or if CONTRACTOR believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CONTRACTOR shall with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

- 54.4 In performing services for this Project, the Parties hereby incorporate CONTRACTOR's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent (Form 004339-1) into this Contract. Upon execution of this Contract by COUNTY, CONTRACTOR shall enter into a formal contract with the CBE firms CONTRACTOR selected to fulfill the CBE participation goal for this Contract and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.
- 54.5 CONTRACTOR shall allow COUNTY to engage in on-site reviews to monitor CONTRACTOR's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. COUNTY shall have access, without limitation, to CONTRACTOR's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow COUNTY to determine CONTRACTOR's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Contract.
- 54.6 CONTRACTOR understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, CONTRACTOR shall report monthly regarding compliance with its

CBE obligations in accordance with Article 5, "Progress Payments," of this Contract.

54.7 In the event of CONTRACTOR's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONTRACTOR:

54.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONTRACTOR.

54.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONTRACTOR, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONTRACTOR and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.

54.7.3 Nothing under this Section 54.7 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Contract.

54.8 Nonpayment of a CBE subcontractor, subconsultant or supplier as required by this Contract shall be a material breach of this Contract and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractor, subconsultant or supplier. CONTRACTOR agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 54.8 shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, subconsultant or supplier.

54.9 If CONTRACTOR fails to comply with the requirements of this Contract, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Contract, or under applicable law, with all such rights and remedies being cumulative.

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SECTION 007343: CONTRACT SUPPLEMENTAL WAGE REQUIREMENTS

1. Prevailing Wage Rate Ordinance - This Project is not federally funded. If the Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.
 - 1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).
 - 1.2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.
 - 1.3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the CONTRACT ADMINISTRATOR shall submit the question, together with its recommendation, to the County Administrator for final determination.
 - 1.4. In the event it is found by the CONTRACT ADMINISTRATOR that any laborer or mechanic or apprentice employed by CONTRACTOR, or any subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the CONTRACT ADMINISTRATOR may (1) by written notice to CONTRACTOR terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to COUNTY for any excess costs occasioned to COUNTY thereby.
 - 1.5. Sections 1.1 through 1.4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the ordinance; or (2) a Subcontract also subject to the ordinance under such prime Contract.
 - 1.6. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
 - 1.7. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" (Form 007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

- 1.8. The CONTRACT ADMINISTRATOR may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by CONTRACTOR or any Subcontractor on the work, the full amount of wages required by the Contract.
- 1.9. If CONTRACTOR or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the CONTRACT ADMINISTRATOR may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. Federal Grant Projects: |

- 2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through [redacted] and (Federal Agency) referred to as [redacted] No. [redacted], Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.
- 2.2. Clauses, terms, or conditions required by federal grantor agency are hereby attached and made a part of the Contract Documents.

SECTION 007363: CONTRACT SUPPLEMENTAL SECURITY REQUIREMENTS

If box is X, the following paragraph is applicable for this Contract: |

Security Background verification, fingerprinting and identification badging is required for all work conducted in Security Identification Display Areas (SIDA). The prime contractor is responsible for managing, obtaining and complying with all requirements of the above for their own firm as well as all of their subcontractors on their team. The prime contractor and all sub-contractors are responsible for all costs associated with complying with the terms and conditions of this security requirement including but not limited to any fines levied (including against BCAD) due to its non compliance with SIDA or Airport Security rules.

TECHNICAL SPECIFICATIONS

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, Work, and/or other operations as required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the COUNTY.
- B. Wherever the Contract Documents address a third party (i.e., subcontractor, manufacturer, etc.) it is to be considered as the CONTRACTOR through the third party.
- C. Wherever a reference to number of days is noted, it shall be construed to mean calendar days.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Contract comprises the mechanical integrity testing of six existing deep injection wells IW-1 through IW-6. The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the testing of the wells. Maintenance of existing operations is mandated throughout the testing period.
- B. **The Work is located at the North Regional Wastewater Treatment Plant (NRWWTP), 2401 North Powerline Road, at the northwest corner of Copans Road and Powerline Road in Pompano Beach, Florida.**

1.03 WORK BY OTHERS

- A. The CONTRACTOR's attention is directed to the fact that Work may be conducted at the site by other contractors during the performance of the Work under this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- B. When two or more contracts are being executed at one time on the same or adjacent land in such manner that Work on one contract may interfere with that on another, the COUNTY shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the COUNTY to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the Work or the use or territory shall be made the basis of any claim of delay or damage.

- C. Interference with Work on Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the COUNTY or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.
- D. Contracts At The NRWTP: There will be several ongoing construction contracts at the NRWTP during the time of the MIT project. Most of these contracts have work that is not taking place near the injection wells. At this time, the following two contracts have been identified that contain work that is in close proximity to the MIT work.
- E. Bid Package A – Booster Pump Stations: This Bid Package A (BPA) contract consists of installing new piping, pumps and electrical buildings at all injection wells. The BPA work does not add any new piping to the cross on top of the injection well. The BPA notice to proceed is anticipated to be issued around May of 2014. The BPA contractor will only be permitted to work on one injection well at a time. The BPA contractor work will be sequenced such that the MIT work can be performed consecutively as described in the Contract Documents.
- F. Digester Cover Replacement: The Digester Cover Replacement (DCR) contract consists of removing and repairing of the cover of Digester P-3. The 100-foot diameter cover will be lift off the digesters and placed on the ground on and around monitor well MW-1. A new cover will be constructed on the ground in the same area. The DCR work will be ongoing during the period of the MIT work. Access to IW-1 to perform the MIT shall be from north and west of the well.

1.04 SEQUENCE OF TESTING

- A. General: Critical events in the sequence of testing are outlined in Section 13197 - Mechanical Integrity Testing. The outlined sequence of construction does not include all items necessary to complete the Work, but is intended to identify the sequence of critical events necessary to minimize disruption to the on-going pumping process and to ensure compliance with regulatory requirements. It shall be understood by the CONTRACTOR that the critical events identified are not all inclusive and that additional items of Work not shown may be required. The sequence of construction is a precedence requirement and does not attempt to schedule the CONTRACTOR's Work. It is intended only to indicate which activities must precede other activities in order to minimize interferences and disruptions.
- B. **At no time shall the CONTRACTOR undertake to close off any pipelines, or open valves, or take any other action that would affect the operation of the existing system, until authorization is granted by the COUNTY after proper notification.**
- C. The Work to be performed by the CONTRACTOR involves additions, temporary facilities, and modifications to major operational systems within the treatment plant and other minor sub processes. The CONTRACTOR will be required to "interface" with active facilities of the injection well system. The injection well system shall remain operational during construction and all construction activities shall be coordinated with the COUNTY. Restrictions limiting the time when the injection wells can be taken out of service are identified in Section 13197 - Mechanical Integrity Testing.

1.05 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices, as instructed by the COUNTY.
- B. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the Work described in this section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The CONTRACTOR is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.
- C. The CONTRACTOR shall provide a security badge identification system for its employees and subcontractors working in and around the NRWTP facilities as described in the Section 01550 - Site Access and Storage.
- D. The CONTRACTOR shall provide a daily log of deliveries to the NRWTP site for the project as described in the Section 01550 - Site Access and Storage.

1.06 COUNTY USE OF THE PROJECT SITE

- A. The COUNTY may utilize all or part of the facilities during the entire period of construction for the conduct of the COUNTY's normal operations. The CONTRACTOR shall cooperate with the COUNTY to minimize interference with the CONTRACTOR's operations and to facilitate the COUNTY's operations.

1.07 PROJECT MEETINGS

- A. Preconstruction Conference: Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR, its superintendent, and its subcontractors as appropriate. Other attendees will be:
 - 1. Representatives of the COUNTY.
 - 2. Governmental representatives as appropriate.
 - 3. Others as requested by CONTRACTOR, COUNTY, or ENGINEER.
- B. CONTRACTOR shall bring to the conference one copy each of the following:
 - 1. Preliminary schedule including identifying each well and the major components of each well including but not limited to, mobilization, preliminary pressure test, certified pressure test, video survey, RTS survey and site restoration.
- C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:
 - 1. CONTRACTOR's tentative schedules.
 - 2. Transmittal, review, and distribution of CONTRACTOR's submittals.

3. Processing applications for payment.
 4. Maintaining record documents.
 5. Critical work sequencing.
 6. Field decisions and Change Orders.
 7. Site access.
 8. Use of project site, office and storage areas, security, housekeeping and the COUNTY's needs.
- D. The ENGINEER will preside at the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

1.08 PERMITS

- A. It shall be the CONTRACTOR's responsibility to secure all permits of every description required to initiate and complete the Work under this Contract, except permits obtained by the COUNTY.
- B. Permits that are being obtained by the COUNTY or its authorized representative (copies will be available to the CONTRACTOR), include the following:

FDEP Approval Letter and the MIT plan submitted to FDEP

1.09 SITE CONDITIONS

- A. The CONTRACTOR acknowledges that it has investigated prior to bidding and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during execution of the Work. The CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to it prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint itself with the available information will not relieve the CONTRACTOR from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY.

1.10 DIMENSIONS OF EXISTING FACILITIES

- A. Where the dimensions and locations of existing improvements are of critical importance in the installation or connection of new Work, the CONTRACTOR shall verify such dimensions and locations in the field prior to the fabrication and/or installation of materials or equipment which are dependent on the correctness of such information.

1.11 RESTORATION OF FACILITIES

- A. All paved areas cut or damaged by CONTRACTOR's activities shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas. All grassed areas damaged during CONTRACTOR's activities shall be replaced with sod.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Payment for the various items in the Schedule of Prices Bid, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.
- B. The CONTRACTOR's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been established by the Schedule of Prices Bid or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

1.02 SCHEDULE OF PRICES BID

- A. Item No. 1 – Mechanical Integrity Testing: Payment for mechanical integrity testing of Injection Wells IW-1, IW-2, IW-3, IW-4, IW-5 and IW-6 shall include moving onto the site of all equipment; temporary containment facilities, construction of containment at each wellhead, removing and reinstallation of wellhead piping; implementing security requirements; installing temporary construction power, wiring and lighting facilities; all on-site communication facilities; on-site sanitary facilities, temporary water facilities, chemicals, disposal of fluids, all required bonds and insurance; having all OSHA required notices and establishment of safety programs and submitting initial submittals, television surveys, temperature logs, pressure tests, radioactive tracer surveys, and for all other Work required for complete testing of the injection wells for the Work to be completed in accordance with the Contract Documents.
- B. Item No. 2 - Performance and Payment Guaranty and Insurance: Included in this item are all performance and payment guaranties required for this Contract. This item shall also include the cost of required insurance for the work as specified in Section 007200 - General Conditions. The payment for this item shall not exceed three percent of the Total Bid Price. Payment for 100 percent of this item, less standard retainage, may be made upon execution of the Contract and the submittal of the first payment request.
- C. Item No. 5 – Water Use Allowance: Payment for water use will be based upon the actual charges from the COUNTY (WWS Fiscal Operations) to CONTRACTOR for potable water use during testing. Allowable charges for this item include onetime processing fees, monthly flat rate fees and monthly use charges. Deposits are to be included for payment, they are

the CONTRACTOR's responsibility. This allowance is a cost pass through item and no mark-ups will be added to it. Only water use fees substantiated by the CONTRACTOR will be paid as part of the bid item

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01070 - ABBREVIATIONS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only.

1.02 ABBREVIATIONS AND ACRONYMS

- A. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

| | |
|---------|---|
| AIA | American Institute of Architects |
| ASTM | American Society for Testing and Materials |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BCEPGMD | Broward County Environmental Protection and Growth Management Department |
| BCHD | Broward County Health Department |
| DIPRA | Ductile Iron Pipe Research Association |
| FBC | Florida Building Code |
| FDEP | Florida Department of Environmental Protection |
| FDOT | Florida Department of Transportation |
| FS | Federal Specifications |
| IW | Injection Well |
| MIT | Mechanical Integrity Test |
| NACE | National Association of Corrosion Engineers |
| NRWWTP | North Regional Wastewater Treatment Plant |
| OSHA | Occupational Safety and Health Administration |
| SSPC | Society For Protective Coatings |
| SFWMD | South Florida Water Management District |

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01090 - REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of the opening of bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, Specification text requires (or implies) that specific Work is to be assigned to specialists or expert entities, who must be engaged for the performance of that Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of all applicable codes.
- B. References herein to "Building Code" shall mean the Florida Building Code (FBC). The latest edition of the code as approved and used by the local agency as of the date of the Notice to Proceed, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall follow the most stringent requirements.
- D. Applicable Standard Specifications: The CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.

- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not used)

- END OF SECTION -

SECTION 01300 - SUBMITTALS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals, whether their final destination is to the COUNTY, ENGINEER, or other representatives of the COUNTY, shall be directed through the ENGINEER. A general summary of the types of submittals and the number of copies required is as follows:

| <u>Copies to ENGINEER</u> | <u>Type of Submittal</u> |
|-------------------------------|---|
| 6 | Schedule |
| 6 | Progress Estimates |
| 2 | Geophysical Logs – Field Set |
| 1 | Schematic drawing of the RTS tool |
| 1 | Videos – Field Set |
| * | Geophysical Logs and Videos – Final Submittal |

* - See section 13197 for requirements

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a form acceptable to the ENGINEER, clearly identifying the project CONTRACTOR, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within seven calendar days after the award of the Contract, the CONTRACTOR shall prepare and submit copies of its proposed progress schedule to the ENGINEER for review and comments. Refer to Section 13197 for addition information on project schedule.
- B. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the Work and identifying construction activities for each well. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the Contract time.

- C. The progress schedule shall be revised to reflect comments by the ENGINEER and updated weekly, depicting progress to the last day of the week.
- D. Subsequent changes to the schedule shall be accompanied by a letter of explanation with appropriate reference and revision date on the schedule.
- E. FDEP will be witnessing testing two times per week. The schedule will be used for coordinating the testing with FDEP. If the CONTRACTOR falls behind on the schedule (or anticipates it falling behind) by one day or more, the CONTRACTOR shall immediately notify the ENGINEER so the required coordination with FDEP can be maintained. If the schedule falls behind by three or more days, a recovery Schedule shall be prepared. The recovery schedule shall indicate the CONTRACTOR's plan to recover time and complete the project as originally scheduled.

1.04 PROGRESS PAYMENT APPLICATIONS

- A. Applications for payments shall be made to the ENGINEER for review in accordance with Article 5 of Section 005200, Contract.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not used)

- END OF SECTION -

SECTION 01510 - TEMPORARY UTILITIES

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. It shall be the CONTRACTOR's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required Work, and shall be subject to review by the COUNTY's representative at any time within the duration of the Contract. All Work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. The CONTRACTOR shall provide for utilities and services for its own operations. The CONTRACTOR shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the Work.

1.02 POWER AND LIGHTING

- A. Power: The CONTRACTOR shall provide all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner.
- B. Lighting: All Work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions. Temporary lighting shall be maintained during nonworking periods if the area is subject to access by the public or COUNTY's personnel.
- C. Electrical Connections: All temporary connections for electricity shall be subject to review by the ENGINEER and the power company representative, and shall be removed in like manner at the CONTRACTOR's expense prior to final acceptance of the Work.
- D. Separation of Circuits: Unless otherwise permitted by the ENGINEER, circuits separate from lighting circuits shall be used for all power purposes.
- E. Construction Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

1.03 WATER SUPPLY

- A. General: Except as noted otherwise, the CONTRACTOR shall make arrangements for and pay for all costs for all water used for construction and testing. The CONTRACTOR shall provide and maintain all meters, piping, fittings, adapters, and valving required.
- B. Reclaimed Water: Filtered and chlorinated secondary effluent reclaimed water is available at no cost from the COUNTY for the Work. The COUNTY will maintain a minimum chlorine residual concentration of 1 milligram per liter in the reclaimed water.
- C. Potable Water: All drinking water on the site during construction shall be furnished by the CONTRACTOR and shall be bottled water or water furnished in suitable dispensers.

- D. **Water Connections:** The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission from the COUNTY. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a COUNTY supplied backflow preventer valve and a meter. The CONTRACTOR shall make all necessary connections from the fire hydrant to the wellhead and shall provide all necessary appurtenances at the CONTRACTOR'S own expense. Refer to Section 13197-2, Article 1.08 "Water Supply" for additional clarification.
 - E. **Removal of Water Connections:** Before final acceptance of the Work on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.
 - F. **Fire Protection:** The construction, and all other parts of the Work shall be connected with the CONTRACTOR's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the Work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction and all local Fire Department Requirements.
- 1.04 TEMPORARY SANITARY FACILITIES
- A. **The CONTRACTOR shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated in an acceptable location.**

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

- END OF SECTION -

SECTION 01550 - SITE ACCESS AND STORAGE**PART 1 -- GENERAL****1.01 ACCESS ROADS**

- A. Existing access roads used by the CONTRACTOR shall be suitably maintained by the CONTRACTOR at the CONTRACTOR's expense during construction. CONTRACTOR shall not be permitted to restrict COUNTY access to existing facilities. ENGINEER may request CONTRACTOR to perform maintenance of existing access roads when ENGINEER determines that such Work is required to insure all weather access by the COUNTY.

1.02 CONTRACTOR'S SITE ACCESS

- A. The Work located at the NRWTP maintains a perimeter chain link fence, security gates and guards. Delivery and employee access to NRWTP will be via the plant access road from Copans Road unless otherwise required by the COUNTY. Access through this road is restricted by an electronic gate. Vehicles entering or leaving the NRWTP will be required to check with plant personnel via the intercom system located at the gate.

1.03 SECURITY BADGE IDENTIFICATION SYSTEM

- A. The CONTRACTOR shall have a security badge identification system for its employees working in and around the NRWTP facilities to maintain a level of security necessary to protect the public and CONTRACTOR, ENGINEER, and COUNTY employees. All workers, including day laborers and subcontractor employees shall be issued an I.D. badge by the CONTRACTOR. The I.D. badges shall be worn visibly by workers at all times. All lost or stolen badges shall be reported to the COUNTY immediately.

- B. The I.D. badges shall be made of plastic or laminated plastic material. All text shall be typewritten or printed by computer. The badges shall include the following information:

First Line: The words CONTRACTOR (or VISITOR for vendors etc.) shall be printed in all caps across the top of the badge.

Second Line: The name of the CONTRACTOR.

Third Line: The name and phone number (preferably a cell phone number) of the CONTRACTOR's on site manager or superintendent for the project.

Fourth Line: A shortened name for the project (e.g. 8846/9015 Injection Well MIT).

Fifth Line: A unique badge control number for each badge (defined below).

- C. A set of badge control numbers shall be established by the CONTRACTOR. A unique control number shall be permanently assigned to each worker on site. The list of worker names and his or her assigned control number shall be kept by the CONTRACTOR and provided to the COUNTY. A revised list shall be transmitted to the COUNTY through the ENGINEER as new workers and control numbers are added.

- D. The CONTRACTOR shall also manufacture a limited number of Visitor badges for their vendors or other site visitors. The Visitor badges shall be identical to the badges specified above except that they shall be issued and retrieved daily by the CONTRACTOR. The CONTRACTOR shall keep a daily log of the people, dates, and times that Visitor badges have been issued and the corresponding badge control number. All Visitor badges shall be accounted for at the end of each day.

1.04 SECURITY

- A. The CONTRACTOR shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the project and shall repair or replace damaged or lost materials and damage to structures.

1.05 CONTRACTOR'S WORK AND STORAGE AREA

- A. Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the CONTRACTOR and no claim shall be made against the COUNTY by reasons of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the CONTRACTOR shall immediately move them. No equipment or materials shall be placed upon the COUNTY's property until it is acceptable to the COUNTY.
- B. Upon completion of the Contract, the CONTRACTOR shall remove from the storage areas all of its equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas.

1.06 SAFETY AND PROTECTION DEVICES

- A. It shall be the sole responsibility of the CONTRACTOR to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, torches, red lanterns, and guards as required shall be placed and maintained during the progress of the construction Work for the protection of the public in compliance with all Federal, State and Local ordinances.
- B. The CONTRACTOR shall have unit responsibility for and be required to make good, at its own expense, all damage to property or adjacent properties caused in the execution of this Contract.
- C. The CONTRACTOR shall take all necessary precautions for the safety of its employees on the job and shall comply with all applicable provisions of Federal, State, County, and municipal safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 -- GENERAL

1.01 EXPLOSIVES AND BLASTING

- A. The use of explosives on the Work will not be permitted.

1.02 DUST ABATEMENT

- A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary (as determined by the ENGINEER) to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the CONTRACTOR's bid price.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the CONTRACTOR shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Such facilities shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required.
- C. The CONTRACTOR shall maintain the sanitary facilities in a satisfactory and sanitary condition at all time and shall enforce their use. It shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the COUNTY, or on adjacent property.
- D. The COUNTY and the ENGINEER shall have the right to inspect any building or other facility erected, maintained, or used by the CONTRACTOR, to determine whether or not the sanitary regulations have been complied with.

- E. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.
- F. The CONTRACTOR shall not be permitted to use COUNTY toilet facilities.

1.05 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and Local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature shall be kept at the storage site and at the CONTRACTOR's job site office. A supply of antidotes shall be kept at the CONTRACTOR's office.

1.06 NOISE CONTROL

- A. Noise resulting from the CONTRACTOR's Work shall not exceed the noise levels and other requirements stated in local ordinances. The CONTRACTOR shall be responsible for curtailing noise resulting from its operation. It shall, upon written notification from the ENGINEER or noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.07 EROSION ABATEMENT AND WATER POLLUTION

- A. It is imperative that any CONTRACTOR dewatering operation not contaminate or disturb the environment of the properties adjacent to the Work. The CONTRACTOR shall, therefore, schedule and control its operations to confine all runoff water from disturbed surfaces, water from dewatering operations that becomes contaminated with silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.
- B. The CONTRACTOR shall construct temporary silting basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens, and other means necessary to attain the required discharge water quality.
- C. The CONTRACTOR shall be responsible for providing, operating and maintaining materials and equipment used for conveying the clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items, the CONTRACTOR shall restore the area to the condition prior to its commencing Work.

- D. The CONTRACTOR shall be responsible for acquiring all applicable permits for discharge of waters as necessary, except as may have otherwise been provided in other sections of these specifications.

1.08 PRECAUTIONS DURING ADVERSE WEATHER

- A. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather.
- B. The ENGINEER may suspend construction operations at any time when, in its judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather conditions may be, in any season.

1.09 HURRICANE AND STORM WARNINGS

- A. The CONTRACTOR shall take all precautions necessary to protect the job site during hurricane and storm watches and warnings.

1.10 PERIODIC CLEANUP AND BASIC SITE RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site all accumulated debris and surplus materials of any kind which results from its operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the project.
- B. The CONTRACTOR shall perform the cleanup Work on a regular basis and as frequently as ordered by the ENGINEER. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such Work shall also be accomplished, when ordered by the ENGINEER, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- C. Upon failure of the CONTRACTOR to perform periodic clean-up and basic restoration of the site to the ENGINEER's satisfaction, the ENGINEER may, upon five calendar days prior written notice to the CONTRACTOR, employ such labor and equipment as it deems necessary for the purpose, and all costs resulting therefrom shall be charged to the CONTRACTOR and deducted from amounts of money that it may be due.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01700 - PROJECT CLOSEOUT

PART 1 -- GENERAL1.01 **FINAL CLEANUP**

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, temporary structures and facilities, construction signs, tools, scaffolding, materials, supplies and equipment which may have been used in the performance of the Work. CONTRACTOR shall broom clean paved surfaces and rake clean other surfaces of grounds. Final acceptance of the Work by the COUNTY will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.
- B. **CONTRACTOR shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces.**
- C. **CONTRACTOR shall remove paint, clean and restore all equipment and material nameplates, labels and other identification markings.**
- D. The CONTRACTOR shall:
 - 1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
 - 2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
 - 3. Use only materials which will not create hazards to health or property.

1.02 FINAL SUBMITTALS

- A. Before the final acceptance of the project, the CONTRACTOR shall submit to the ENGINEER (or to the COUNTY if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the ENGINEER or the COUNTY, shall constitute grounds for withholding final payment to the CONTRACTOR. A partial list of such items appears below, but it shall be the CONTRACTOR's responsibility to submit any other items which are required in the Contract Documents:
 - 1. Written Test results of project components, where required.
 - 2. Geophysical logs in PDF format on CDs and video in DVD format.
 - 3. During the entire construction operation, the CONTRACTOR shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom record drawings showing correctly and accurately all changes and deviations from the Work made during construction to reflect the Work as it was actually constructed.
 - 4. Certificates of inspection and acceptance by local governing agencies having jurisdiction.

5. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.03 PUNCH LISTS

- A. Final cleaning and repairing shall be scheduled upon completion of the project.
- B. The ENGINEER will make its final inspection whenever the CONTRACTOR has notified the ENGINEER that the Work is ready for the inspection. Any Work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the ENGINEER shall be maintained by the CONTRACTOR, until final acceptance of the entire project.
- C. Whenever the CONTRACTOR has completed the items on the punch list, it shall again notify the ENGINEER that it is ready for final inspection. This procedure will continue until the entire project is accepted by the ENGINEER. The "Final Payment" will not be processed until the entire project has been accepted by the ENGINEER and all of the requirements in previous Article 1.02 "Final Submittals" have been satisfied.

1.04 TOUCH-UP AND REPAIR

- A. The CONTRACTOR shall touch-up and repair damage to all field painted piping and valves. Touch-up of equipment panels, etc., shall match as nearly as possible the original finish. If in the opinion of the ENGINEER the touch-up Work is not satisfactory, the CONTRACTOR shall repaint the item.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

DIVISION 9

FINISHES

SECTION 09900 - PAINTING**PART 1 -- GENERAL****1.01 SCOPE**

- A. The CONTRACTOR shall touch-up paint at each well where piping is dismantled or otherwise disturbed by the CONTRACTOR's activities. The CONTRACTOR shall furnish all labor, tools, materials, supervision and equipment necessary to do all the Work specified herein and as required for a complete installation, including surface preparation priming and painting.
- B. The CONTRACTOR shall obtain all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the Work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970".

1.02 MANUFACTURERS

- A. All painting materials shall be as manufactured by Ameron, Carboline, Sherwin Williams, Tnemec, or equal.

1.03 SUBMITTALS AND SERVICES

- A. The CONTRACTOR shall submit paint manufacturer's data sheets and samples of each color to the ENGINEER for review, before any Work is started in accordance with the Section titled "Submittals".

1.04 MANUFACTURERS' INSTRUCTIONS

- A. The CONTRACTOR shall purchase paint from an acceptable manufacturer. The manufacturers' published instructions for use as a guide in specifying and applying the manufacturers' proposed paint shall be submitted to the ENGINEER. Paint shall not be delivered to the job before acceptance of the manufacturers' instructions is given by the ENGINEER.

1.05 SURFACES NOT TO BE COATED

- A. The following list of items shall not be coated unless otherwise noted.
1. Stainless steel work.
 2. Flexible couplings, lubricated bearing surfaces, insulation and plastic pipe and conduit.
 3. Packing glands and other adjustable parts of mechanical equipment.
 4. Signs, nameplates, serial numbers, and operating instruction labels.

PART 2 -- PRODUCTS**2.01 MATERIALS**

- A. Table 09900-1 depicts the coatings referenced in Article 3.03 of this Section, "Paint Schedule". No lead containing protective coating materials may be used on this project.

**TABLE 09900-1
PRODUCT LISTING**

| <u>Reference Number</u> | <u>Description</u> | <u>Manufacturers Reference Carboline or equal</u> |
|-----------------------------|--------------------|---|
| 101 | Epoxy, Gloss | Carboguard 890 |

PART 3 -- EXECUTION**3.01 SHIPPING, HANDLING AND STORAGE**

- A. All painting materials shall be brought to the job site in the original sealed labeled containers of the paint manufacturer and shall be subject to inspection by the ENGINEER. Packages shall not be opened until they are inspected by the ENGINEER and required for use. Where thinning is necessary, only the product of the manufacturer furnishing the paint shall be used. All such thinning shall be done strictly in accordance with the manufacturer's instructions, and with the full knowledge of the ENGINEER.

3.02 SURFACE PREPARATION**A. General**

1. Surfaces to be painted shall be clean and dry, and free of dust, rust, scale and all foreign matter. No solvent cleaning, power or hand tool cleaning shall be permitted unless approved by the ENGINEER or specified herein.
2. Except as otherwise provided, all preparation of metal surfaces shall be in accordance with Specifications SP-1 through SP-10 of the Society for Protective Coatings (SSPC). Where SSPC Specifications are referred to in these Contract Documents, the corresponding Pictorial Surface Preparation Standard shall be used to define the minimum final surface conditions to be supplied. Grease and oil shall be removed and the surface prepared by hand tool cleaning, power tool cleaning or blast cleaning in accordance with the appropriate Specification SP-1 through SP-10.

B. Ferrous Metal Surfaces

1. All ferrous metal surfaces not required to be galvanized shall be cleaned of all oil, grease, dirt and rust by power tools in accordance with SSPC-SP-3, or in difficult and

otherwise inaccessible areas by hand cleaning in accordance with SSPC-SP-2 and spot primed.

3.03 PAINT SCHEDULE

A. General

1. The CONTRACTOR shall adhere to this paint schedule, providing those paints named or approved equal. DFT shall mean the total minimum dry film thickness per application measured in mils. Products are referenced by numbers listed in Article 2.01 of this Section, "Materials", and listed in Table 09900-1.

B. Metal Surfaces, Exterior (Atmospheric) Exposure:

1. Metal surfaces exposed to the atmosphere shall be painted as described below:

| <u>Application</u> | <u>No.</u> | <u>Description</u> | <u>DFT</u> |
|---------------------------|------------|--------------------|------------|
| First - 1 coat spot prime | 101 | Epoxy, Gloss | 4.0 - 6.0 |
| Second - 1 coat | 101 | Epoxy, Gloss | 4.0 - 6.0 |

3.04 PAINTING

- A. Application: All paint shall be applied by experienced painters with top quality, properly styled brushes, rollers or other applicators reviewed by the ENGINEER and the paint manufacturers.
- B. Drying Time: A minimum of twenty-four hours drying time shall elapse between application of any two coats of paint on a particular surface unless shorter time periods are a requirement of the manufacturer or specified herein.

3.05 SCHEDULE OF COLORS

- A. All colors shall match existing colors.

3.06 CLEANING

- A. The CONTRACTOR shall protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work.
- B. At completion of the Work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, painted or unpainted.

- END OF SECTION -



DIVISION 13
SPECIAL CONSTRUCTION

SECTION 13197 – MECHANICAL INTEGRITY TESTING

PART 1 – GENERAL

1.01 SCOPE

- A. This section includes the mechanical integrity test (MIT) to be performed on the six Injection Wells at the NRWTP. This is an operating treatment plant and the testing shall have to be coordinated with plant operations. This Section identifies procedures to be implemented by the CONTRACTOR to perform these services. Time is of the essence in completing this program. No unreasonable delays will be tolerated in beginning or completing this program.
- B. Unless otherwise stated, the CONTRACTOR shall provide all labor, equipment, materials, tools, and utilities necessary to complete all Work described in these Contract Documents. At the completion of the procedures, the CONTRACTOR shall remove all equipment used for the Work and leave the site in a condition acceptable to the COUNTY.
- C. Each well has 24-inch diameter final casing installed to a depth of approximately 2,990 feet below pad level (bpl) and a nominal 24-inch diameter open hole to approximately 3,500 feet bpl.

1.02 SCHEDULE

- A. Scheduling is essential for the testing performed under this contract. Florida Department of Environmental Protection (FDEP) will witness the pressure test and the radioactive tracer survey. FDEP requires 72 hours notice prior to testing. The CONTRACTOR's schedule shall be continually updated as changes to the schedule are made. A preliminary pressure test shall be conducted at least one day prior to FDEP witnessed test. If the preliminary test is scheduled to be performed the day before the witnessed test, it must be successfully completed by 4:00 PM so that conformation of the test can be given to the parties witnessing the test. The CONTRACTOR shall be advised that in addition to the time requirements identified in the Contract, testing completion dates (based on the casing pressure test) have been established in accordance with the FDEP Injection Well Operating permit as follows:

MIT Completion Dates

| <u>Well</u> | <u>Completion Dates</u> |
|-------------|-------------------------|
| IW-6 | April 28, 2014 |
| IW-1 | July 21, 2014 |
| IW-2 | July 28, 2014 |
| IW-3 | August 4, 2014 |
| IW-4 | August 11, 2014 |
| IW-5 | August 18, 2014 |

- B. Once the CONTRACTOR mobilizes, the CONTRACTOR shall test all six wells consecutively without demobilizing over a period of approximately six weeks. The testing shall begin on April 14, 2014. This work schedule is planned by the COUNTY to maximize the five-year time frame established by FDEP. The COUNTY reserves the right to move up the scheduled test dates. Only one injection well can be taken out of service at one time.

1.03 REQUIREMENTS

- A. Work is to be performed by a Water Well Contractor licensed in the State of Florida. The well driller shall be regularly engaged in performing this type of work on Class I deep injection wells in Florida. At a minimum, the well driller shall have performed five mechanical integrity tests within the last two years (from the date of the opening of bids).

1.04 OUTLINE SPECIFICATION OF TESTING

- A. The CONTRACTOR shall perform a downhole video survey, pressure test, static temperature survey and radioactive tracer survey (RTS) on each injection well.

1.05 PREBID SITE VISIT

- A. It is highly recommended that all Bidders visit the site prior to submitting a Bid for this project. Bidders shall assure themselves of the suitability of their equipment to accommodate the well pads and the wellhead. Bidders shall satisfy themselves regarding all local conditions affecting their Work by conducting personal investigation.

1.06 HOURS OF OPERATION

- A. Hours of all normal operations shall be limited to 7 A.M. to 7 P.M., Monday through Friday excluding holidays, unless otherwise authorized by the ENGINEER. It is understood that for RTS testing, the hours may be extended under extraneous circumstances.

1.07 SCHEDULING TESTS

- A. The CONTRACTOR shall submit its schedule and ongoing updates to the ENGINEER so that the ENGINEER may make the required 72-hour notifications to FDEP prior to any testing. The start of the pressure test and RTS test shall only occur Monday through Thursday.

1.08 WATER SUPPLY

- A. Potable water is available at the site (e.g. hydrants, etc.) for the testing program. If a temporary connection is made to a potable water system on-site (e.g., a fire hydrant), the CONTRACTOR must install a back flow prevention device and a meter, obtained from the COUNTY. The CONTRACTOR shall provide temporary piping for the metering and use of potable water. The cost of the water for the testing will be charged to the CONTRACTOR at the standard COUNTY rates including deposits, monthly charges and usage charges. Information on these rates can be obtained by contacting WWS Fiscal Operations at 954-831-3243.

1.09 DAILY LOG

- A. A detailed daily log shall be maintained by the CONTRACTOR during the testing of each well. The log shall give complete descriptions of the depth and sizes of any equipment utilized in the operations, and other such pertinent data. The daily log shall be maintained on-site and available for inspection by any authorized agency representative and the ENGINEER at all times. A copy of the logs shall be submitted to the ENGINEER after the completion of testing at each well.

1.10 EQUIPMENT REQUIREMENTS

- A. Equipment and materials used during the performance of the Work provided by the CONTRACTOR shall be in first-class working order and condition. The equipment shall have the minimum capabilities necessary to do the described Work. No unnecessary delays or Work stoppages will be tolerated because of equipment failure. Equipment failure will not be considered as a valid reason for extending the length of the contract. The CONTRACTOR shall be held responsible for damage to the wells due to any cause including, but not limited to, negligence, faulty operation, or equipment failure.

1.11 COMPETENT WORKERS

- A. The CONTRACTOR shall employ only competent workers expert in the performance of the type of Work required in these Specifications. The crew shall be under the direct supervision of an experienced driller, and the CONTRACTOR shall provide the services of a drilling superintendent who shall be available to the job, when requested. The crew and superintendent shall be in the employ of the CONTRACTOR.

1.12 REMEDIAL WORK

- A. If remedial work on the injection wells becomes necessary because of accident, loss of tools, defective material, or for any other cause related to its Work, the CONTRACTOR shall propose a method of correcting the problem, in writing. Suggested methods shall be reviewed and acceptable to the ENGINEER before Work proceeds. The CONTRACTOR shall be responsible for all remedial work resulting from its activities.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 OPERATING REQUIREMENTS

- A. It is essential that any salty or brackish water produced at the wellhead during operations is prevented from contaminating the shallow aquifer. The well Work shall be accomplished without any uncontrolled well-flowing conditions. The CONTRACTOR shall take all necessary steps to prevent accidental spillage from occurring. If a spill does occur, the CONTRACTOR shall be responsible for all remedial activities necessary to the satisfaction of the COUNTY, the ENGINEER and the regulatory agencies.
- B. All Work on the well shall be coordinated with the plant superintendent.

- C. CONTRACTOR shall take only one single well out of operation at any given time.
- D. CONTRACTOR shall complete testing on one well before authorization is given to proceed with the next well. The ENGINEER shall determine the order in which the wells are tested.
- E. CONTRACTOR shall schedule its Work so that each well is tested completely within one week. It is the intention that the project schedule be established so that each well is tested following the previous test so that the complete testing can be completed within a six week time frame. However, it should be noted that the COUNTY has to maintain operation of the NRWTP and that the schedule may be interrupted by COUNTY.

3.02 VIDEO SURVEY

- A. A video survey shall be performed on the entire depth of each well, from the top of the 24-inch-diameter injection casing to the bottom of the open hole, using the following procedure.
 - 1. The CONTRACTOR shall have the survey performed by a qualified geophysical logging service company using equipment capable of surveying and recording to the bottom of the open hole. The CONTRACTOR may use its own equipment providing it is capable of surveying as required and shall furnish proof of the capability of the equipment. Survey shall be recorded in color. The camera shall have the ability to be rotated to show a side view image.
 - 2. The CONTRACTOR shall pump into the injection well clean, fresh water as necessary in order to insure that the borehole fluid is of sufficient clarity to produce a clear and sharp video survey that is acceptable to the ENGINEER.
 - 3. The CONTRACTOR shall be required to keep the artesian pressure of the well under control at all times by use of a stripper head and other equipment necessary.
 - 4. The video camera shall be centralized within the well.
 - 5. The color video camera shall be positioned to record viewing downhole with the ability to turn the camera lens 90 degrees and rotate to obtain a side view at desired intervals. The side views shall be recorded at the casing seat and other locations requested by the ENGINEER during the video recording.

3.03 PRESSURE TESTING

- A. A pressure test shall be conducted in each injection well using the following procedure.
 - 1. The CONTRACTOR shall supply a pressure gauge with a calibrated range from 0 to 300 pounds per square inch (psi) in one psi increments, with an accuracy of plus or minus 0.25 percent. The pressure gauge shall be located in an easily accessible and visible location, and at a height for those observing and witnessing the testing as acceptable to the ENGINEER.
 - 2. The CONTRACTOR shall submit an original written verification of the pressure gauge calibration prior to commencement of the pressure test. The calibration must be within the last sixty days of test date. The serial number shall be checked to

verify that the number on the certification matches the number on the gauge. A copy of the calibration certificate shall be kept onsite at all times during testing and shall be presented to the FDEP representative prior to testing in the field. The pressure gauge calibration certificate shall be provided to the ENGINEER at least 48 hours prior to the start of the test.

3. The CONTRACTOR shall be required to keep the artesian pressure of the well under control at all times by use of salt as a weight material and any other equipment necessary.
4. The CONTRACTOR shall set an inflatable packer at a depth within the lowermost casing joint (24-inch diameter). The CONTRACTOR shall prepare a written pipe tally and submit it to the ENGINEER.
5. The casing shall be filled with water and placed under a pressure of at least 190 pounds per square inch (psi), but not more than 200 psi. A maximum pressure change of five percent (5%) is allowed over a sixty-minute test period. The pressure shall be recorded at a minimum every five minutes.
6. If a pressure change greater than five percent occurs, the test shall be repeated under controlled conditions to the satisfaction of the ENGINEER and the FDEP representative.
7. Pressure testing shall be witnessed by the ENGINEER or its authorized representative and FDEP. The testing shall be certified in writing by the ENGINEER of Record or its authorized representative.
8. Upon completion of the test, the bleed-off water volume shall be measured to the nearest ½ gallon in a suitable container.

3.04 WELL FLUSH

- A. Following the completion of the video survey and pressure test and prior to starting the RTS, the well shall be placed back in service overnight to pump a minimum of five well volumes of effluent (approximately 325,000 gallons) pumped to assure that salt used to kill the well has been displaced.

3.05 STATIC TEMPERATURE SURVEY

- A. A static temperature log, with differential temperature, shall be performed by a qualified geophysical logging company on the entire depth of each well, from the top of the 24-inch-diameter injection casing to the bottom of the open hole. The well shall be shut in for a minimum of twelve hours prior to performing the temperature log.

3.06 RADIOACTIVE TRACER SURVEY

- A. Upon completion of the video survey, pressure test and temperature log, a RTS shall be performed in each injection well. The CONTRACTOR shall employ the services of a company specializing in furnishing and operating the equipment used in collecting this information. The tests shall be conducted according to the following procedure outline.
- B. A combination gamma ray / temperature (differential and gradient) / radioactive slug ejector tool and casing collar locator shall be used to log in the well. The geophysical

tool supplied for the radioactive tracer survey shall be capable of ejecting the radioactive tracer (medicinal grade Iodine 131) and simultaneously monitoring the gamma ray detectors. The tracer injection time shall be calibrated to + or - one millisecond. No time lag between ejection and monitoring is permitted. A casing collar locator (CCL) shall be positioned below the tool to precisely locate the bottom of the casing.

- C. The CONTRACTOR shall submit a sketch of the logging tool with dimensions to the ENGINEER prior to commencement of testing to confirm dimensions. The tool shall be configured such that two gamma ray detectors shall be located below and one gamma ray detector shall be located above the ejector. Gamma detectors shall be field calibrated by the geophysical logging crew, using a standard, after the tool has been loaded with the tracer and prior to insertion into the well.
- D. The RTS testing shall be conducted according to the following procedure:
1. For casing flushes, potable water shall be used. For dynamic tests, secondary treated effluent from the wastewater treatment plant shall be used.
 2. The combination gamma ray / temperature (differential and gradient) / radioactive slug ejector tool shall be used to log in the hole, recording temperature from surface to the total well depth.
 3. A background gamma ray log shall be conducted on the total depth of the injection well. Note that the background gamma ray log may be run along with the static temperature survey.
 4. The tracer ejector shall be positioned approximately five feet above the bottom of the final casing, with one gamma ray detector above the ejector (GRT), and two gamma ray detectors below the ejector.
 5. A low injection rate shall be established. The velocity shall be less than five feet per minute. A flow rate from 65 to 108 gallons per minute (three to five feet per minute, respectively) shall be used during the RTS testing. The CONTRACTOR shall provide a calibrated totalizing type flow meter for the test. The CONTRACTOR shall submit an original written verification of the flow meter calibration prior to commencement of the RTS. The flow meter calibration certificate shall be provided to the ENGINEER at least 48 hours prior to the start of the test.
 6. Time drive monitoring shall begin and a slug of 1.5 to 2.0 mCi tracer material shall be ejected. This release shall be confirmed by detectors GRM and GRB.
 7. Gamma ray levels shall be monitored for at least 60 minutes; if tracer is detected by detector GRT, the combination-logging tool shall be raised immediately in 20-foot increments to follow the tracer if any tracer is detected.
 8. A log out of position gamma ray log shall be run to approximately 200 feet above the casing seat. If any tracer is detected the log shall continue at least 200 feet above the highest detection location.
 9. Following the log out of position gamma ray log, the casing shall be flushed by injecting a minimum of one casing volume (approximately 65,000 gallons) of

secondary treated effluent. The volume of flush may be increased or decreased in the field based on field conditions. After the flush, Step 8 shall be repeated.

10. Repeat RTS test (Steps 4 through 9) for a minimum monitoring time of 30 minutes. The ENGINEER may require the CONTRACTOR to eject a slug of 3 to 4 mCi tracer on the repeat test.
11. Repeat as necessary.
12. The total amount of I-131 to be loaded into the tool for RTS testing shall be approximately 12 mCi, so the tool shall have enough I-131 to repeat both the first test, at 2 mCi, and the second test, at 4 mCi, if necessary. Upon completion of the RTS testing, the remaining I-131 shall be ejected at least 50 feet below the bottom of the final casing string immediately above the uppermost actively receiving interval within the injection zone while the tool is in time drive.
13. Perform final gamma ray log from bottom of open hole to land surface. Compare final gamma ray log with background gamma ray log by printing on same log.

E. Copies of the survey will be submitted in DVD format.

3.07 DELIVERABLES

- A. The CONTRACTOR shall deliver to the ENGINEER the following items in the time prescribed.
 1. Video Surveys: One copy of each video survey shall be delivered to the ENGINEER in the field in DVD format immediately following the completion of the survey. Sixteen additional DVD copies of each survey shall be delivered to the ENGINEER within ten days after the completion of each survey.
 2. Temperature Logs: Two paper copies of each log shall be delivered to the ENGINEER in the field immediately following the completion of the survey. Sixteen final copies of each log in pdf format on CD shall be delivered to the ENGINEER within ten days after the completion of each log.
 3. Pressure Tests: Three copies of each gauge calibration record shall be delivered to the ENGINEER in the field immediately prior to the commencement of the test.
 4. Radioactive Tracer Surveys: Two copies of the flow meter calibration certification and two copies of the radioactive tracer certification shall be submitted prior to testing. Two paper copies of each RTS shall be delivered to the ENGINEER in the field immediately following the completion of the survey. Sixteen final copies in pdf format on CD of each survey shall be delivered to the ENGINEER within ten days after the completion of each survey.
- B. For the CONTRACTOR to be Substantially Complete, all final copies of the video and temperature surveys and the RTS from each well shall be delivered to the ENGINEER, and all touch up and site restoration shall be complete. This is in addition to other requirements of substantial completion specified elsewhere.

3.08 WELLHEAD RESTORATION

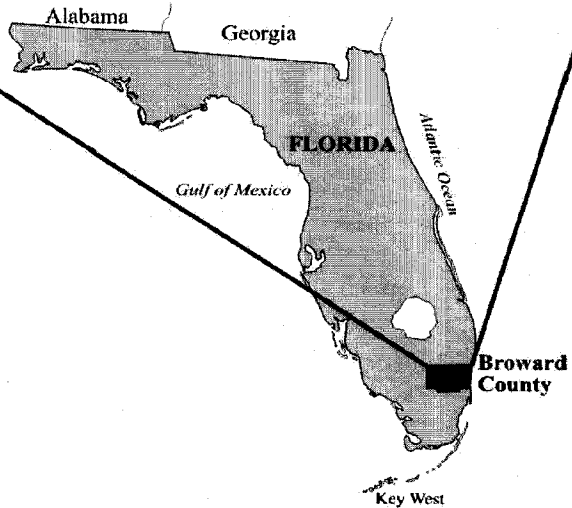
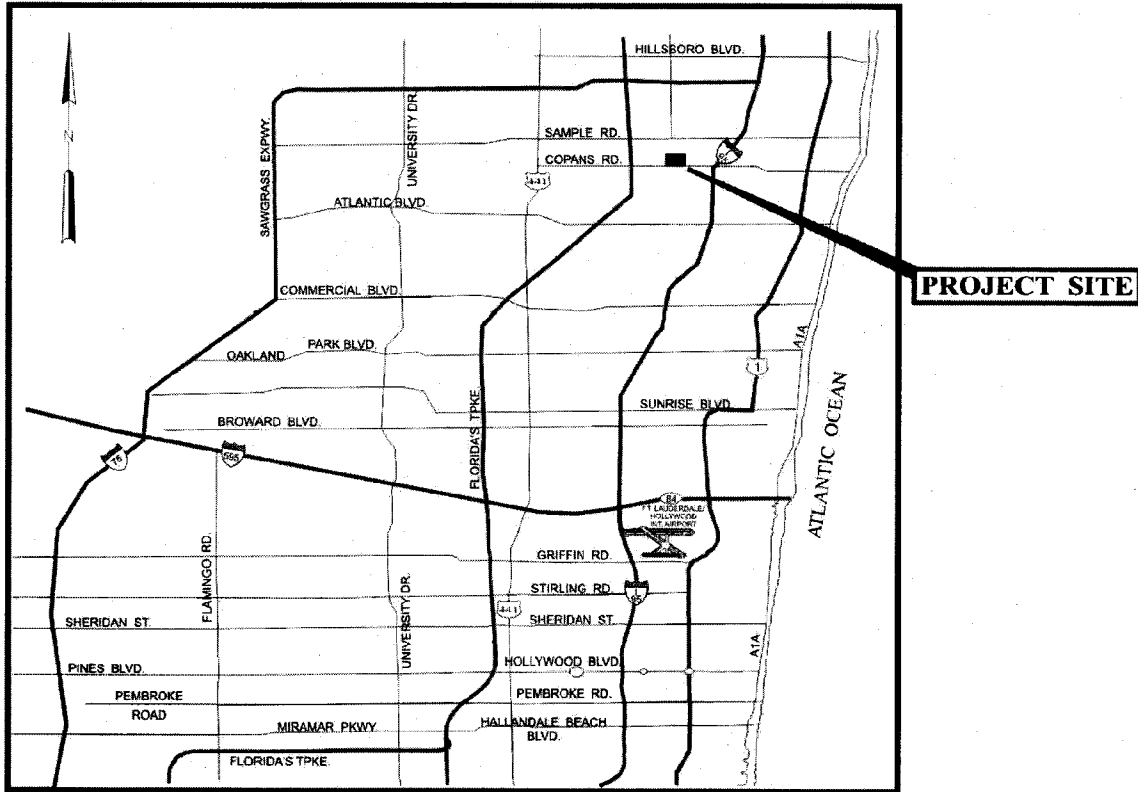
- A. All nuts, bolts and washers removed from the existing piping and valves by the CONTRACTOR to facilitate testing shall be replaced with new nuts, bolts and washers of the same kind. In addition, gaskets shall be replaced with new gaskets on all joints requiring disassembly.
- B. All surfaces damaged by the CONTRACTOR's activities and all new nuts, bolts and washers shall have two coats of touchup paint applied to them.

3.09 SITE RESTORATION

- A. Site rehabilitation includes but is not limited to touch-up paint on piping disturbed during the Work, removal of temporary facilities, repairs of sprinkler systems, and resoding (with Argentine Bahía) and rolling disturbed grassed areas. The CONTRACTOR shall repair any damage caused by the CONTRACTOR.

- END OF SECTION-

DRAWINGS



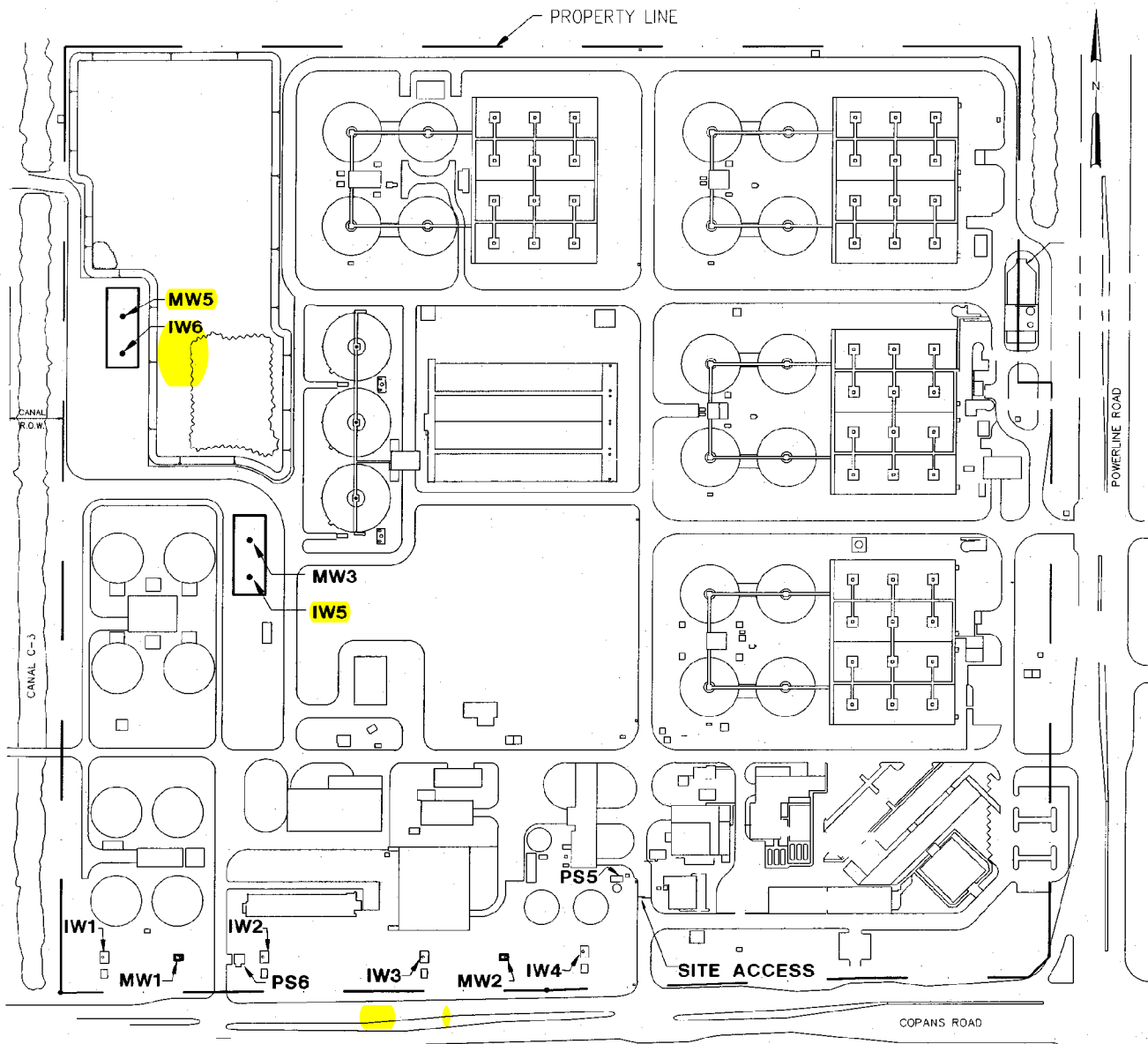
HAZENAND SAWYER
 Environmental Engineers & Scientists
 4000 Hollywood Boulevard, Suite 750N
 Hollywood, Florida 33021
 CERTIFICATE OF AUTHORIZATION No. 2771

BROWARD COUNTY
 FLORIDA
 Broward County
 Water and Wastewater
 Services

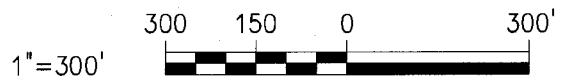
NORTH REGIONAL WASTEWATER TREATMENT PLANT
 INJECTION WELL MECHANICAL INTEGRITY TESTING

LOCATION MAP

DRAWING
1



BROWARD COUNTY NORTH REGIONAL WWTTP



HAZENAND SAWYER
Environmental Engineers & Scientists

4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
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BROWARD COUNTY
FLORIDA

Broward County
Water and Wastewater
Services

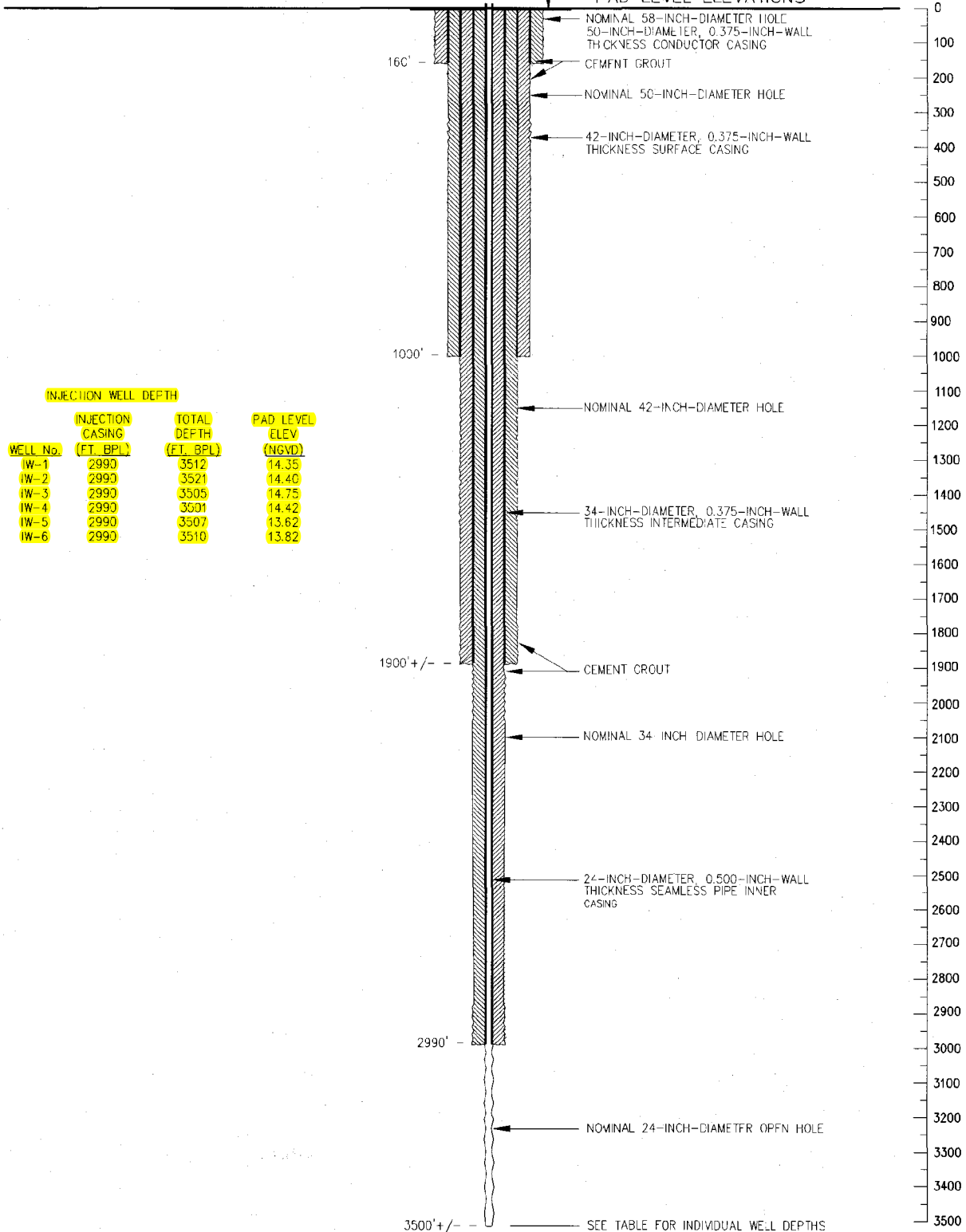
NORTH REGIONAL WASTEWATER TREATMENT PLANT
INJECTION WELL MECHANICAL INTEGRITY TESTING

WELL LOCATION SITE PLAN

DRAWING

2

SEE TABLE FOR INDIVIDUAL
PAD LEVEL ELEVATIONS



| INJECTION WELL DEPTH | | | |
|----------------------|-----------------------------|------------------------|--------------------------|
| WELL No. | INJECTION CASING (FT. BPL.) | TOTAL DEPTH (FT. BPL.) | PAD LEVEL (ELEV.) (NGVD) |
| IW-1 | 2990 | 3512 | 14.35 |
| IW-2 | 2990 | 3521 | 14.40 |
| IW-3 | 2990 | 3505 | 14.75 |
| IW-4 | 2990 | 3501 | 14.42 |
| IW-5 | 2990 | 3507 | 13.62 |
| IW-6 | 2990 | 3510 | 13.82 |

TYPICAL INJECTION WELL

HAZEN AND SAWYER
Environmental Engineers & Scientists

4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
CERTIFICATE OF AUTHORIZATION No. 2771

BROWARD COUNTY
FLORIDA

Broward County
Water and Wastewater
Services

NORTH REGIONAL WASTEWATER TREATMENT PLANT
INJECTION WELL MECHANICAL INTEGRITY TESTING

TYPICAL WELL PROFILE

DRAWING

3





Finance and Administrative Services Department
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: October 3, 2013

TO: Brenda J. Billingsley, Director of Purchasing

FROM: Ilyse S. Valdivia, CPPO, CPPB, Purchasing Agent III *ISV/d 3/13*

SUBJECT: Execution of Contracts for North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing, Contract No. Y1128904C1, between Broward County and Layne Christensen Company

Attached are six (6) original Contracts between Broward County and Layne Christensen Company for North Regional Wastewater Treatment Plant Injection Well Mechanical Integrity Testing, Contract No. Y1128904C1.

This Contract resulted from Invitation for Bid No. Y1128904C1, which was awarded by the Assistant Purchasing Director on July 31, 2013.

The purpose of this procurement is to provide all tools, equipment, materials, supplies, and labor for the mechanical integrity testing of six existing deep injection wells IW-1 through IW-6 at the North Regional Wastewater Treatment Plant in Pompano Beach, Florida.

The Contract has been approved as to form by the County Attorney's Office. The Risk Management Division has approved the insurance certificates and performance and payment guaranty.

Please execute the six (6) original Contracts and return them to Ilyse S. Valdivia.