TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dan Colabella/327-3741 byHerb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WIDELL, INC. FOR THE SUPPLY AND INSTALLATION OF A PRETREATMENT SYSTEM FOR LIME SOFTENING.

REPORT IN BRIEF: The Town Council approved the selection of Widell, Inc. as the highest ranked firm for the supply and installation of a pretreatment system for lime softening by Resolution R-2005-25 and authorized staff to negotiate a contract for these services. The attached contract is a result of these negotiations.

PREVIOUS ACTIONS: Resolution R-2005-25.

CONCURRENCES: This contract was negotiated by the Utilities Director and Calvin Giordano as consultants to the Town. The contract document was reviewed by the Procurement Manager and the Town Attorney's Office.

FISCAL IMPACT:

Has request been budgeted? yes
If yes, expected cost: $1,796,050
Account Name: Utilities Department-Capital Outlay Account
Additional Comments: n/a

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):
Three (3) copies of the contract

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WIDELL, INC. FOR THE SUPPLY AND INSTALLATION OF A PRETREATMENTSYSTEM FOR LIME SOFTENING.

WHEREAS, the Town Council approved Resolution R-2005-25 accepting the bid from Widell, Inc. for the supply and installation of a pretreatment system for lime softening; and

WHEREAS, it is in the Town's best interest to execute a contract for such services; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with Widell, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with Widell, Inc. for the supply and installation of a pretreatment system for lime softening which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005

_____
MAYOR/COUNCILMEMBER

Attest:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005

MICRO2
LIME SOFTENING PRETREATMENT SYSTEM

CONTRACT DOCUMENTS

FEBRUARY 2005

PROJECT NO. 03-4110

TOWN OF DAVIE, FLORIDA
UTILITIES DEPARTMENT

6591 Orange Drive, Davie, Florida 33024 Tel: 954-433-4000 Fax: 954-433-4014

Mayor, Tom Truex

Vice-Mayor (District 4), Judy Paul

Council member (District 1), Lisa Hubert

Council member (District 2), Mike Crowley

Council member (District 3), Susan Starkey

Town Administrator, Chris Kovanes

Town Attorney, Monroe Kiar, Esq.

Utilities Director, Daniel Colabella

TABLE OF CONTENTS
MICRO2 PRETREATMENT SYSTEM
CONTRACT DOCUMENTS

Section 00100 Advertisement

Section 00500 Agreement

Section 00610 Payment Bond

Section 00620 Performance Bond

Section 00650 Insurance

Section 00700 General Conditions

Section 00100

Advertisement

Town of Davie, Florida
Utilities Department
Pretreatment System for Lime Softening
Request for Prequalification Proposals

TABLE OF CONTENTS

PREQUALIFICATION DOCUMENTS
PRETREATMENT SYSTEM FOR LIME SOFTENING

Notice for Prequalification	3
Scope of Project	4
General Instructions	6
Evaluation and Selection Procedure	12
Evaluation of Proposals	13
Project Proposal Letter	14
Attachment A - Technical Requirements	16

Town of Davie, Florida

Utilities Department

NOTICE FOR PREQUALIFICATION

PRETREATMENT SYSTEM FOR LIME SOFTENING PROJECT

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Davie, Florida is advertising for Sealed Pre-qualification Proposals for the above-named project which will be received by the Procurement Manager of the Town of Davie, Florida, on or before (but not later than) ___ p.m. Local Time, _____, 2004, at which time they will be opened and read publicly in the Town Council Room, Town Hall, 6591 Orange Drive, Davie, Florida 33314.

Copies of the Pre-qualification Documents may be obtained from Herb Hyman, Procurement Manager. Documents are on file and available for public inspection at above noted address. Technical questions shall be submitted in writing to the Town's Engineer, Calvin, Giordano and Associates, 1800 Eller Drive, Suite 600, Fort Lauderdale Fl 33316, by no later than ___, 2004, Attention: Karl Kennedy. The telephone number for general information is (954) 921-7781.

It will be the sole responsibility of the Proposer (Contractor who wishes to pre-qualify) to deliver personally or by mail his/her proposal to the Office of the Procurement Manager, at Town Hall on or before the closing hour and date for the receipt of Pre-qualification Documents as noted above. If a proposal is sent by mail the Proposer shall be responsible for its delivery to the Procurement Manager's Office before the closing hour and date shown above for the receipt of proposals. If the mail is delayed beyond the hour and date set forth above for the receipt of proposals, proposals thus delayed will not be considered and will be returned unopened.

The Town Council reserves the right to reject any or all Proposals, to waive informalities and to accept or reject all or any part of any proposal, as they may deem to be in the best interest of the Town of Davie, Florida.

Dated this ____ day of ____ 2004.

Daniel Colabella
Town of Davie Utilities Director

SCOPE OF PROJECT

The Town of Davie now operates the South Water Treatment Plant(WTP) rated at 4 million gallons per day (MGD). The plant currently pumps ground water from several wells onsite that contains numerous constituents such as color, turbidity, hardness, ammonia, H_2S, organics, and other taste and odor contaminants as noted in Table 1.

Table 1 – Town of Davie Average Raw Water Quality

Parameter	1998	1999	2000	2001	2002	Avg
pH	7.2	7.3	7.3	7.2	7.1	7.22
Alkalinity (mg/l)	236	202	225	246	226	227
Calcium Hardness (mg/l)	215	211	205	215	209	211
Iron (mg/l)	1.6	1.7	1.6	1.6	1.6	1.62
Color Units	66	49	53	55	47	54
Chlorides (mg/l)	47	47	46	49	41	46

The current treatment methods consist of aeration, pre-chlorination, lime softening, filtration, post-chlorination with chlorine contact in the clearwell.

To insure compliance with upcoming regulations for disinfection by products (DBP's), maximum disinfection residuals and color, the Town wishes to procure, using a Design/Build Contract procurement system, a pretreatment system for the lime softening plant, which will lower the levels of disinfection by product precursors and color prior to lime softening.

A lime softening pretreatment system (LSPS) that utilizes nascent oxygen generated onsite, phoretic iron generated onsite, and micro-filtration using diatomaceous earth has been extensively piloted at the Town's WTP. Based on this bench scale pilot testing it appears that this type of system would be appropriate for use at the Town's south WTP.

The project shall include performance testing during the two phases of the project. Testing must demonstrate compliance with the performance specifications during both test series. If the performance cannot be demonstrated during Phase One of the project, the project shall be terminated and all moneys paid to the contractor or any vendors shall be returned in full to the Town. Phase One of the project shall consist of a large-scale pilot along with a lime softening pilot to simulate the current 4 MGD treatment unit and filter system. Phase Two shall consist of design, installation and testing of the full-scale unit.

PROPOSAL

The Proposal shall consist of two (2) packages. PACKAGE 1 shall consist of the information required to qualify the firm providing the services and PACKAGE 2 shall consist of the proposers lump sum price for the entire design-build process. Both sealed packages shall be submitted at the time the pre-qualification documents are due.

Qualified firms interested in providing services described herein are invited to submit a complete Proposal for consideration. The Proposal must address the items listed below clearly and concisely. The Proposal must illustrate how management will occur and work will be performed.

I. PROPOSER INFORMATION

Complete and submit Project Proposal Letter.

II. PROPOSED MANAGEMENT PLAN

The following questions deal with management of the project.

1. Provide a narrative of your proposed management plan and schedule for accomplishing work tasks. Discuss briefly, how you anticipate any major problems in a project, and how you approach solutions. Describe the organization that you plan to create for the purpose of completing various work tasks, including staff and their duties, location of offices, and methods of communicating information. Describe how subconsultants will be integrated into the organization of the project.

2. Provide an organizational chart showing functional relationships between you and your subconsultants. Indicate how your project organization will be integrated with the Town staff so as to achieve a "Team" approach. Show the lines of authority, and assignments of responsibility. Indicate the expected participation of top management. Be sure to indicate names of personnel to be assigned and their duties. Indicate access to other consultants you may utilize (if any).

3. State when you can start work on this project and the priority to be assigned this project within your organization, realizing that the Town of Davie may be one of many clients, all with competing priorities.

4. Include a statement as to what affect your current and anticipated workloads will have on your ability to perform this work. Include summary of current projects and project time frames.

III. PROPOSED PROJECT TEAM

1. Describe the specific key individuals you propose to assign to the project including Project Managers (by type of assignment) and other key personnel. Provide a resume for each named individual which includes name and title, project assignment, name of firm with which associated, years of experience with this firm and/or others, education, professional registration, other experience and qualifications relevant to the proposed project, and three (3) professional references (name and telephone number). Include experience on similar projects.

IV. EXPERIENCE

1. List projects using similar processes and equipment proposed under this contract, installed in the past three years. List Florida facilities first, and summarize current operating systems in Florida. Note closest system the Town can visit that currently operates. Include the following information for each:
    a. Location
    b. Description of project, including size and scope
    c. Client, including address, phone number and contact person
    d. Cost of project - initial cost estimate, and actual cost after completion
    e. Specific service performed by the firm submitting the Proposal and if Proposer was primary vendor
    f. Date of Completion
    g. Design consultant
    k. Equipment provided
    h. Equipment operating parameters
    i. Limitations of equipment

In the case of team submittals or joint venture submittals, the bibliography shall clearly specify which individual firm was responsible for the project listed. All equipment data, cutsheets and brochures must be included.

V. DESIGN BUILD DELIVERY

1. Identification of all sub-consultants who may participate in the project task, including the respective tasks they are to perform and evidence of their qualifications.

2. Statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past five (5) years, stating points of contention, position (defendant or plaintiff) and results if available.

VI. MAINTENANCE

Maintenance is an important issue with regard to installation of mechanical equipment. Please outline the current maintenance capability of the Proposer or subconsultants with regard to maintaining plant scale equipment, including current facilities maintained, current technicians and their location, and experience of technicians on maintaining systems, response time and current parts availability.

GENERAL INSTRUCTIONS

1. General

No oral change or interpretation of the provisions contained in this "Pre-qualification Document" is valid. Written addenda will be issued if and when changes, clarifications, or amendments to a "Pre-qualification Document" are deemed necessary. The issuance of a

written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All materials submitted in response to the "Pre-qualification Document" become the property of the Town of Davie and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the "Pre- qualification Document," whether amended or not, and selection or rejection of the submittal does not affect this right.

Any submittal that has been submitted to the Procurement Manager's Office my be withdrawn prior to the submittal opening time provided the request for withdrawal is submitted to the Procurement Manager in writing.

2. Evaluations and Selection Process

The Town will appoint a selection committee consisting of Town staff and/or outside utility and/or consulting professionals to evaluate proposals. The committee will review and evaluate each Pre-qualification Proposal (Proposal) that information contained in PACKAGE 1, according to the evaluation criteria stated below. After the evaluation is complete, the committee will select the most qualified proposers based on the information contained in PACKAGE 1. One or more proposers may be short listed if the Town deems to be in the best interest to do so. These Proposers, deemed to be most qualified to provide the LSPS and services requested by this Request for Prequalification Proposals may be invited to provide a formal presentation regarding their proposal. The committee will ask questions to clarify and confirm the proposal. Each respondent will be given the opportunity to present any additional information that may be beneficial in assisting the committee with the final selection process.

The proposal, which is most beneficial, will be deemed to be in the best interest of the Town. The Town shall be the sole judge of its own best interest, the proposals, and any resulting agreement. The Town's decision will be final. The Town reserves the right to accept or reject any and all proposals, in whole or in part, with or without cause, and to waive any informalities or technicalities in any proposal.

After selection of the firm deemed to be the most qualified, PACKAGE 2 shall be opened. The cost contained in PACKAGE 2 shall be the basis for the contract to be executed with the Town with the Proposer if the Town deems this cost to be in the best interest to the Town. If the Town does not agree that this cost is in the best interest of the Town and negotiations with the Proposer do not yield a cost acceptable to the Town, the Town reserves the right to negotiate with the second ranked Proposer and so forth.

3. Contract Requirements

Proposers shall agree that agreements shall be governed by the law of the State of Florida, and the venue for any legal action will be Broward County, Florida.

The Proposer that is pre-qualified and invited for the contract bidding will be required to complete and provide forms entitled, but not necessarily limited to:

- Proposal and Proposal Bid Form
- Approved Bid Bond
- Enterprise Forms
- Trench Safety Form
- Contract
- Performance Bond
- Payment Bond
- Insurance Certificate

A person or affiliate 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 a public entity, may not submit a bid with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity provided in Section 287.0171, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4. Contractual Conditions

The Town of Davie may use a Standard Design Build Agreement for the contract. All respondents to this RFP will be required, if selected to perform the work, to execute the Standard Agreement within twenty (20) days of Notice of Selection for Award. Failure to do so results in the automatic termination of negotiations with the top ranked firm and movement to the second ranked firm. Likewise, should the second ranked firm not be in a position to enter and execute the Standard Agreement within twenty (20) days, negotiations will be initiated with the successive ranked firm. The process will continue until such time as an agreement has been reached. The agreement will then be returned to the Town Council for final approval and execution by the Mayor.

The successful respondent will be required to agree with the following indemnification clause: "in consideration of the amount listed in the Schedule of Prices Bid and other valuable consideration the Contractor shall defend, indemnify and save harmless the TOWN, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the TOWN), in connection with the same, or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or his subcontractor, agents, servants or employees. Contractor agrees to indemnify and save harmless the TOWN against any liability arising from or based upon the violation of any federal, state, county or Town laws, by-laws, ordinances or regulations by the Contractor, his subcontractor, agents, servants or employees. Contractor further agrees to indemnify and save harmless the TOWN from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the TOWN on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against

the TOWN for the infringement of any and all patents or patent rights claimed by any person, firm or corporation."

The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the Town's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, his subcontractor or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the Town as set forth in Section 768.28, Florida Statutes.

5. Other Requirements and Conditions

GENERAL: The term "he" shall be deemed to refer to individuals, firms, partnerships or other corporate structures without regard to sex or multiple parties as a convenience to improve clarity of these instructions.

PROPOSAL SUBMISSION: The proposal shall be deemed an offer to provide services to Town of Davie. In submitting a proposal, the Proposer declares that he understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of Town of Davie. The Proposer agrees that if the contract is awarded, he will perform the work in accordance with the provisions, terms and conditions of the contract.

The Proposer shall submit a properly **signed original plus six (6) copies** to the Procurement Manager in a sealed envelope on which shall be shown the name and number of the proposal.

PRINCIPALS/COLLUSION: By submission of this Proposal, the undersigned as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

PROPOSAL WITHDRAWAL: No Proposal can be withdrawn after it is filed unless the Proposer makes his request in writing to the Town prior to the time set for the opening of Proposals, or unless the Town fails to accept it within sixty (60) days after the date fixed for opening.

PROPOSER'S CERTIFICATION: Submission of a signed Proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS: Proposer taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Proposal. Failure to indicate any exceptions shall be interpreted as the Proposer's intent to

fully comply with the specifications as written. Exceptions may result in disqualification of the proposal.

LAWS AND REGULATIONS: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

INSURANCE COSTS: The Proposer shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall indemnify and hold the Town harmless against all claims arising from the negligent acts, errors or omissions of consultant by third parties. The Proposer shall carry professional liability insurance in an amount not less than $1,000,000.00.

TAXES: The Town of Davie is exempt from Federal Excise and State of Florida Sales Tax.

RELATION OF TOWN: It is the intent of the parties hereto that the successful Proposer shall be legally considered as an independent contractor, and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of said successful Proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

EXPENSES INCURRED IN PREPARING PROPOSAL: The Town accepts no responsibility for any expenses incurred in the Proposal, preparation and presentation; such expenses to be borne exclusively by the Proposer.

ASSIGNMENT: The successful Proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person or company or corporation without prior written consent of the Town.

ADDITIONAL INFORMATION: Other than minor procedural matters, questions regarding this proposal must be in writing and submitted to:

Karl Kennedy, P.E.
Calvin, Giordano & Assoc.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316
Telephone: (954) 921-7781

Written questions must be received by the Calvin, Giordano and Associates ten (10) workdays prior to Proposal opening date. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

6. Format of Proposal

It is anticipated that the proposal will have the following outline:

PACKAGE 1

- Proposal Letter
- Summary of Proposed Management Plan, Experience Summary, and Current and Anticipated Work Loads
- Organization Chart
- Experience of Personnel with lime softening pretreatment systems
- List of Projects Completed and Projects Underway
- Summary of Equipment Proposed
- Maintenance Ability
- Conclusions

Appendix 1 - Equipment Brochures, Cut sheets and other Data
Appendix 2 - Resumes of Key Personnel
Appendix 3 - License of contracting entities
Appendix 4 - Summary of Litigation

PACKAGE 2
Design/Build prices broken out for each component of project.

EVALUATION AND SELECTION PROCEDURE

The Town of Davie will evaluate and select the appropriate Proposer based on the following schedule of activities:

1. Request for Qualifications (RFQ).
2. Receive RFQS.
3. Selection committee members shall evaluate each submittal and may, at their discretion, schedule presentations.
4. The committee members will rank qualified firms in order of preference, negotiate a contract with the top ranked firm and present the recommended contract to the Town Council.

Note: The position of top ranked firm does not indicate that a contract will be awarded, as subsequent negotiations may not yield a contract satisfactory to both the Town and Proposer. In such case, the Town will terminate negotiations with the top ranked firm and pursue negotiations with the next ranked, qualified firm.

EVALUATION OF PROPOSALS

The evaluation of the Proposers will be conducted strictly in accordance with the following provisions. The following guidelines will be used for the evaluations.

1. Expertise of Designated Staff - Rating should be based on information provided on experience related to the type of work at hand, i.e., a firm with staff on-site and as a party to design-build projects will receive a higher rating than a firm whose work consists of neither. Designated staff must be noted and must currently be employees of the entities proposed. Ratings should reflect more or less expertise in comparison with other competing firms.

2. Previous Performance on Similar Projects - Ratings should be based on a list of similar jobs and resumes of staff involved with an emphasis on significant experience in performing substantially the same type of projects. References in Florida will be of primary interest to the Town.

3. Current and Projected Workload and Time Schedule to Complete Project - Rating should reflect the workload both currently and projected for the firm, which must be spelled out in the proposal. Failure to note the workload and schedule will be rated accordingly. A schedule must be included.

4. Location - Office location is based on ease of contract administration and responsiveness. A Florida office is desirable. Satellite offices do not count.

5. Equipment Evaluation - An appendix is expected to denote the equipment to be utilized for the project. The Town will evaluate all equipment based on pilot work performed onsite and third party evaluations. Poor references or inadequate demonstration of the ability of the equipment to deliver the performance desired by the Town will result in

disqualification of the Proposal. Equipment evaluation shall include data on the energy efficiency of the overall process and ongoing Operation & Maintenance costs.

6. Maintenance Ability - Five issues are analyzed here: location of technicians, number of dedicated technicians, and their experience, parts support and availability of parts. Each proposal must include each issue clearly defined

PROJECT PROPOSAL LETTER

FROM:

DATE:

TOWN OF DAVIE
Utilities Department c/o
Procurement Manager
6591 Orange Dr.
Davie, FL 33314

RE: RFP NO. 04-

Dear Mr. Herb Hyman:

The undersigned, as Proposer, hereby declares that we have examined the Prequalification Documents and informed ourselves fully in regard to all conditions pertaining to the work to be done for the Town of Davie's Pretreatment for Lime Softening Project. The Proposer has visited all sites and become familiar with each site the existing equipment on each site. The Proposer further declares that the only persons, company or parties interested in this Proposal or the Contract to be entered into as principals are named herein; that this Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the Town.

The undersigned do agree that should this Proposal be accepted, to execute the contract and present the same to the Town Procurement Manager for approval within twenty (20) days after being notified of the awarding of the contract.

The undersigned do further agree that failure to execute and deliver said forms of contract within twenty (20) days would result in damages to the Town.

IN WITNESS WHEREOFF, WE have hereunto subscribed our names on this _____ day of _____, 200_, in the County of _____, in the state of _____.

Proposer's Firm or Trade
Name
Corporation, Sole Proprietorship, Partnership
(Circle One)
Phone No.:
Address:
City and State Zip:

BY: _____
Typed and Written Signature

_____
Title

Attachment A
Technical Requirements

PART 1 - GENERAL

1.01 DESCRIPTION

This section covers the work necessary by the Contractor, Lime Softening Pretreatment System (LSPS) Supplier, and Design/Build Engineer, to furnish, install, test and make ready for operation. This section of the Pre-qualification Document provides some of the key portions of the design requirements and scope of work. It is not intended to be a complete bid document, but only to provide a basis from which the Contractors can develop their Pre-qualification Proposals. The LSPS includes but is not limited to the oxygen generating cells, phoretic iron generation cells, two (2) 500sq ft minimum diatomaceous earth filters, two variable speed 75hp minimum booster pumps, 10" PVC sch 80 plumbing components, motorized PVC butterfly valves, FRP reactor vessel, 12" flow control valve, stainless steel pre-coat tank, 304 stainless pipe support rack and hardware, 3phase 480V 500amp stainless steel 304 NEMA 4x power distribution panel, Allen Bradley SLC 503 Programmable Logic Control system with 12" graphical interface and all necessary electrical interconnections including interface to the existing plant SCADA system. Control shall be from the existing control room and shall be entirely automatic as well as being able to be operated in a manual override.

Design of the new LSPS by the Contractor shall include the structural, civil, electrical, mechanical, instrumentation and other design services necessary to assure that the installed and fabricated equipment, instruments and controls meet the plant performance and mechanical warranties. All facilities provided within the limits for the LSPS shall be designed/engineered/permitted (as well as furnished and installed) by the Contractor. All references to days in this document refer to sequential calendar days. Large-scale pilot testing shall be completed within seventy five (75) days of award of contract. In addition, engineering and installation drawings describing the mechanical, instrumentation and electrical tie-in connections necessary to erect, construct, and commission the lime softening pretreatment system, shall be provided by the Contractor within ninety (90) days of award of the contract. Record drawings shall also be provided within sixty (60) days of construction completion.

Results of all performance testing, including both pilot and installed equipment performance testing, shall be certified by an independent professional engineer registered in the State of Florida. The Certification shall be signed and sealed by the engineer and shall state that the equipment as tested meets or exceeds the performance specifications contained in Section 3.02, Performance Specifications. Pilot testing shall be Certified prior to design of the full scale system.

The Contractor shall pay for and acquire all permits including but not limited to Town of Davie Building Department Permits and any environmental permits, required licenses, County Health Department approval and permits, Certificate of Occupancy, variances, and similar documents necessary for the installation and operation of the system. The Town's Utility and Public Works Departments will provide coordination and assistance to the Contractor in obtaining any such permits and related documents but shall not be responsible for same.

The Contractor will be required to construct electrical ductwork, provide conduit and cable, piping and valving, etc. on the site and outside of the limits of the LSPS, as required to tie

in/connect the new LSPS to the required utility services at the treatment plant. All construction on the sites shall be coordinated with Town staff in advance and any tie-ins or activities that impact the Town's facilities shall be coordinated at least 48 hours in advance in writing. All inspections of the installed equipment shall be done by the Town of Davie building department, for items requiring a building permit. Other inspections shall be performed by the Town's Consulting Engineering firm.

The Contractor shall supply all necessary manpower and equipment required to connect and supply electrical power to the LSPS as well as install the LSPS and all necessary piping and safety equipment to ensure a safe and operating system.

1.02 SUBMITTALS

Submittals shall be made to the Town for all proposals ideas as well as for actual equipment. All drawings shall be signed and sealed by an engineer registered in the State of Florida.

A. Manufacturer's data: Information describing the various major equipment manufactures shall be submitted.

B. Shop drawings: The Contractor shall submit complete Shop Drawings for the Lime Softening Pretreatment System, together with all piping, valves, and control for review and approval before the equipment is fabricated. The following information shall be submitted:

   1. Drawings of system showing assemblies, arrangements, piping, electrical, mounting details, equipment outline dimensions, fitting sizes and locations, motor data, operating weights of all equipment and sufficient information to permit reviewing clearances, connections, and conformance with the specifications. Signed and sealed drawing showing all structural details shall be submitted.
   2. Material of construction for all equipment.
   3. Manufacturer's catalog data and operating literature; Specifications, performance data, and calibration curves for booster pumps, blowers, and auxiliary components.
   4. Signed and sealed drawings showing complete electrical, instrumentation, control, logic and power wiring diagrams in sufficient detail to allow installation of the instrumentation, controls, and electrical components shall be submitted.
   5. All equipment in contact with the drinking water shall have NSF certification or be approved for use by the Broward County Health Department.

C. Manuals: Furnish manufacturer's installation, operation and maintenance manuals, bulletins, safety information, and spare parts lists.

D. Affidavits: Furnish affidavit from the system supplier stating that each system has been properly installed and tested and is ready for full time operation and that the equipment has been designed for use in outdoor conditions in South Florida.

E. Upon completion, furnish affidavits signed and sealed by electrical, civil and structural engineers stating equipment has been installed per all national, state and local regulations including the National Electrical Code (NEC) and the system meets the Florida Building Code (FBC) including all wind load regulations.

F. Upon completion, furnish as-built drawing of the site including installed equipment on mylars as well as in electronic AutoCAD format on a disk.

1.03 MANUFACTURER EXPERIENCE AND QUALIFICATIONS

A. All major components of the system, i.e., generation systems, pumps, filters, and system control components, whether or not shown or specified herein, shall be supplied to the Contractor by the LSPS supplier for single source system responsibility.

1.04 DISTRIBUTOR/REPRESENTATIVE EXPERIENCE AND SERVICE

A. The distributor/representative in the state shall have on its payroll a minimum of two factory trained technicians. These technicians shall have a minimum of five years experience in maintaining similar equipment to the specified LSPS in the state of Florida. Third party service companies are not an acceptable alternative. The technicians shall be local and able to respond to service calls within four hours.

B. The distributor/representative shall provide the Owner with a five year maintenance service contract at no additional cost to the owner. These services shall include at a minimum:

- Routine maintenance on the system as described and required in the manufacturer's operation and maintenance manual.
- A four hour response time to service an interruption in service as a result of system failure.
- A weekly visit to inspect, calibrate and review operational records.

C. The distributor/representative shall guarantee the performance of the equipment as stated herein the contract documents. If the equipment does not perform to the standard stated herein, a full refund for the LSPS shall be provided to the Owner.

1.05 REFERENCE STANDARDS

A. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.

1. American Society for Testing and Materials, ASTM
   a. ASTM D-883: "Definition of Terms Relating to Plastics"
   b. ASTM D-790: "Flexural Properties of Unreinforced and Reinforced Plastics"

2. OSHA, Safety standards concerning personnel protection against machinery and the handling of dangerous chemicals.
3. Instrument Society of America, ISA
4. Joint Industrial Council, JIC
5. National Electric Manufacturer's Association, NEMA
6. National Electrical Code, NEC
7. Institute of Electrical and Electronic Engineers, IEEE
8. American Welding Society
9. American National Standards Institute, ANSI
10. Anti-Friction Bearing Manufacturers Association (AFBMA)
11. Standards of American Water Works Association (AWWA)
12. NSF International. (p.k.a. National Sanitation Foundation)

1.06 GUARANTEE AND WARRANTY

A. Prior to acceptance of the lime softening pretreatment system, provide written warranty from the LSPS Supplier that includes the following statements:

1. LSPS Supplier has inspected the installation during and after completion and the lime softening pretreatment system is free from faults and defects and is in conformance with the Contract Documents.

2. Lime softening pretreatment system will remain free of defects for a period of two (2) years from the date of final acceptance.

3. If the equipment requires repair or replacement during the two (2) year warranty period as a result of defects or ordinary wear and tear under normal conditions, the LSPS Supplier will repair or replace such equipment as required without cost (including shipping and handling) to the Owner.

1.07 QUALITY ASSURANCE

A. Inspection and Testing Requirements: The Owner reserves the right to reject delivery of any or all pieces of equipment found, upon inspection, to have any or all of the following: blisters, chips, crazing, exposed glass, cracks, burned areas, dry spots, foreign matter, surface porosity, sharp discontinuity or entrapped air at the surface of the laminate.

B. The Owner reserves the right to be present at the fabricator's facility for visual inspection of the equipment to be supplied.

C. Upon completion of the installation, each piece of equipment and each system shall be tested for satisfactory operation without excessive noise, vibration, overheating, etc. Compliance shall be based on the equipment manufacturer's specifications and all applicable codes and standards. All equipment must be adjusted and checked for misalignment, clearances, supports, and adherence to safety standards.

D. The Contractor shall be responsible for the successful startup and testing of the lime softening pretreatment system. The Contractor shall provide all necessary facilities, manpower, chemicals, tools, instrumentation, and laboratory testing services required during this phase of the work.

E. All tanks shall be inspected for defects in accordance with the manufacturer's quality control procedures. Inspection records shall be made for each tank and shall be made available to the Engineer/Owner upon request.

PART 2 - PRODUCTS

2.01 SERVICE CONDITIONS

A. Location

1. The LSPS will likely be constructed and installed in the now unused land west of the existing ContraFlow lime softening treatment unit.

B. Civil Work

1. The LSPS is to be placed upon a new concrete pad approximately 30 feet square at an elevation required by all applicable regulations and Town of Davie Building Department regulations. All excavation, soil removal, fill, compaction and concrete work will be at the sole cost and responsibility of the Contractor.

2. The Contractor will be responsible for locating and interrupting the existing 14" bypass line and installing an influent and effluent line to the new slab location. An isolation valve will need to be installed between the point of interruption and the ContraFlow unit so as to eliminate gravity backflow during construction.

3. Bypass piping valving and a modulating control valve shall be installed to allow complete bypass of the LSPS and restoration of the flow to the aerators.

C. Electrical Work

1. The Contractor will be responsible to provide and install a minimum 500amp 480v 3phase 304 Stainless Steel NEMA 4X Motor Control Center (MCC) panel at the new slab location. This panel is to be fed from the existing plant MCC or alternatively as a subfeed from the new onsite hypochlorite panel. The panel will provide power and control for the two 75hp min. booster pump variable frequency drives (VFD's), air dilution blower, D.C. rectifier, and 5KVA 120V step-down transformer with distribution panel.

2. The equipment shall be powered with a circuit that can be supplied by the back-up power generation system. An electrical engineer registered in the State of Florida shall prepare a load analysis to determine if the back-up power system has sufficient power to operate the existing equipment on both the water and wastewater treatment plant sites including the onsite chlorine generation system currently being installed and the LSPS.

2.02 CONTROL SYSTEM

A. The LSPS will be monitored and controlled by an Allen Bradley SLC 503 Programmable Logic Controller (PLC). The PLC control, 12" color interface and all related peripheral components will be housed within a 304 Stainless Steel NEMA 4X free-standing panel.

B. The Control System will have at a minimum the following features and/or functionality both the equipment location and in existing control room:

1. Monitoring.
    a. VFD status and speed.
    b. All valve positions- open and closed.
    c. All tank levels.
    d. Rectifier status and output.
    e. Filter pressure differential.
    f. Bypass flow rate.
    g. System A flow rate.
    h. System B flow rate.
    i. Blower airflow.
    j. Air pressure.
    k. All fault conditions.

C. Control

1. Pump A & B start/stop.
2. Pump A & B Speed.
3. Pneumatic valve control.
4. Modulating flow control valve.
5. Blower operation.
6. Rectifier A & B start/stop.
7. Rectifier voltage & current A & B.
8. Air compressor A & B start/stop.
9. Filter preload & backwash.

D. Fabrication

1. The control cabinet air will be conditioned so as to allow for continuous operation within a range of 60-80 F at a relative humidity level of 20-30%

2. The cabinet will also include a self-supporting sun shade covering the area immediately in front of the panel access that will cover 36" in front of and 18" to the sides of the panel. The sunshade will be designed to shield direct sunlight from the touch screen display while also directing rainwater away from the front of the operator panel.

2.03 COMPONENTS (included but not limited to)

A. Cement lined ductile iron piping and isolation valves.

B. Flow control valve.

C. Pneumatically controlled BF valves.

D. Schedule 80 PVC components suitable for outdoor installation in South Florida.

E. Reactor vessel.

F. Precoat tank, screens and lid.

G. 75hp VFD's.

H. Rectifier A & B.

I. Cells; oxygen and iron.

J. Panel air conditioner/heater.

K. Dilution blowers.

L. D.E. filters.

M. Booster pumps.

N. Level sensor.

O. Pressure transducer.

P. Pipe rack and grates.

A. PART 3 - EXECUTION

3.01 INSTALLATION

A. Installation of the electrical, instrumentation, generators, tanks and appurtenances shall be in accordance with the system manufacturer's instructions and recommendations.

B. All equipment units or assemblies shall be installed on concrete bases and secured with anchor bolts in accordance with the manufacturer's recommendations and meet FBC windload requirements.

C. Make all electrical connections in conformance with the requirements of FBC and the NEC.

D. All electrical equipment shall be UL listed or supplied with a Nationally Recognized Testing Laboratory (NRTL) certification.

3.02 START-UP AND TEST

A. Contractor and system manufacturer shall verify that structures, equipment, pumps and motors are compatible for an efficient system.

B. Contractor and system manufacturer shall make equipment adjustments required to place system in proper operating condition. Contractor shall be responsible to start-up the system and shall adjust the system until it meets the performance specifications. All cost associated with start-up of the system shall be borne by the contractor at no additional cost to the Owner.

C. Test the lime softening pretreatment system for proper operation in the presence of the Owner.

D. Furnish all chemicals, testing equipment and devices required to start-up and test the unit. Provide at least one months supply of diatomaceous earth and any other consumable items.

E. If the lime softening pretreatment system fails to meet any of the specified performance requirements; Contractor shall modify and/or replace defective equipment until it meets specified requirements. Re-test system to verify satisfactory operation at no additional cost to the owner.

G. Lime softening pretreatment system manufacturer's field services:

1. Retain, for a period of not less than three (3) days, factory trained representatives of the manufacturer of each component with demonstrated

ability and experience in the installation and operation of the equipment to perform the services listed below:

a. Inspect the completed installation and prepare an inspection report.

b. Test, calibrate and adjust all components for optimum performance.

c. Assist in initial start-up and field testing.

d. Instruct Owner's personnel in the operation and user maintenance of all components. Conduct a training seminar at the site.

e. Supervise the correction of any defective or faulty work before and after acceptance by Owner.

H. Booster pump manufacturer's field services:

1. Retain, for a period of not less than two (2) days, factory trained representatives of the booster pump manufacturer with demonstrated ability and experience in the installation and operation of the booster pumps to perform the services listed below:

a. Inspect the completed installation and prepare an inspection report.

b. Test, calibrate and adjust all components for optimum performance.

c. Assist in initial start-up and field testing.

d. Instruct Owner's personnel in the operation and user maintenance of all components. Conduct a training seminar at the site.

I. Rectifiers

1. Retain, for a period of not less than two (2) days, factory trained representatives of the rectifier manufacturer with demonstrated ability and experience in the installation and operation of the rectifiers to perform the services listed below:

a. Inspect the completed installation and prepare an inspection report.

b. Test, calibrate and adjust all components for optimum performance.

c. Assist in initial start-up and field testing.

d. Instruct Owner's personnel in the operation and user maintenance of all components. Conduct a training seminar at the site.

J. Performance Specifications

The pretreatment system when combined with the lime softening system must meet or exceed all of the following finished water quality parameters on a continuous basis for both the pilot study as well as the full-scale installation. It is expected that the pilot unit will be a minimum 100 gpm unit. These specifications must be met without use of polymer or other chemical feed to the LSPS except possibly chlorine. Existing lime, polymer and other treatment chemical feed dosages, excluding chlorine, shall remain the same or be reduced over current levels. WTP solids volumes for disposal shall decrease over current levels.

PARAMETER		
Color (goal)	≦	7
Color (peak, non-continuous)	≦	10
DOC (mg/l)	≦	7
% DOC removal	≧	30
Hardness(mg/l)	≦	80
Iron (mg/l)	≦	0.1
Free Chlorine(mg/l)	≦	0.2
Chlorine usage - % reduction	≧	20
System TTHM's (ug/l)	≦	40
System HAA5's (ug/l)	≦	30
Ammonia (mg/l) prior to disinfection	≦	0.15
DE replacement (days) (goal)	≧	2
DE replacement (days) (peak, non-continuous)	≧	1
Electrode replacement (yrs)	≧	5

Pilot and final performance testing shall be conducted by the LSPS supplier and any cost including sampling and chemical testing associated with said testing shall be borne by the LSPS suppliers. The pilot and final performance test programs, including the sampling protocol, shall be submitted to the Town for approval. No testing shall be performed for compliance without an approved test plan. Compliance with the specifications shall only be demonstrated using the approved test plans.

Pilot Testing

Pilot testing shall be performed for a minimum of 14 consecutive days and the following parameters shall be recorded, as a minimum:

- Well(s) in use
- PH (raw, after LSPS, after lime softening)
- Temperature (raw, after LSPS, after lime softening)
- Color [true and apparent] (raw, after LSPS, after lime softening)
- DOC (mg/l) (raw, after LSPS, after lime softening)

- % DOC removal (for entire system)
- SUVA (suggested parameter depending on approved test plans) (raw, after LSPS, after lime softening)
- Hardness(mg/l) (raw, after LSPS, after lime softening)
- Iron (mg/l) (raw, after LSPS, after lime softening)
- Free Chlorine(mg/l) (after lime softening)
- *TTHMFP (ug/l) (after lime softening)
- *HAA5FP (ug/l) (after lime softening)
- Ammonia (mg/l) (raw, after LSPS, after lime softening)
- DE (type, loading, spent DE volume, number of DE replacements)
- Pressure differential (over DE filter – continuous reading and recording)
- Electricity consumption (for entire LSPS)

* (TTHMFP and HAA5FP testing shall be performed using the conditions encountered in the full-scale operation including use of the actually applied chlorine dose and a test duration simulating the maximum residence time in the water distribution system.)

Full Scale Testing

Full scale equipment testing shall be performed for a minimum of 14 consecutive days and include sampling for all of the above except the TTHMFP shall be the system TTHM and HAA5FP shall be the system HAA5 values taken at the normal compliance testing locations. Testing shall commence after the system has been through the start-up phase and operating continuously for a minimum of 30 days. DBP performance specification compliance testing shall be performed for a minimum of two consecutive quarters and shall coincide with the normal DBP compliance testing.

END OF TECHNICAL SECTION

Section 00500

Agreement

SECTION 00500

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into, this ___ day of _____, A.D., 2005, by and between the TOWN OF DAVIE, FLORIDA, a municipal corporation of the State of Florida, at 6591 Orange Drive, Davie, Florida 33024, party of the first part, (hereinafter called the "TOWN", and Widell, Inc. at 5365 Stirling Road, Fort Lauderdale, Florida 33314, party of the second part (hereinafter called the "CONTRACTOR"), a general contractor licensed to perform all work in the State of Florida in connection with the Pretreatment System for Lime Softening ("Project"). Documents hereafter specified (the "Work").

WITNESSETH: The parties hereto, for the considerations hereinafter set forth, mutually agree as follows:

Article 1. Contract Documents.
A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertise, the Instructions to Bidders, the Prequalification Documents prepared by the TOWN dated September 2004, the Prequalification Proposal submitted December 14, 2004 to the TOWN, and any duly executed and issued addenda. Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by CONTRACTOR at the Project site at all times during the performance of the Work.

B. The TOWN shall furnish to the CONTRACTOR up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

Article 2. Scope of Work.
CONTRACTOR shall be fully responsible for assuring that any and all work performed by its Subcontractors shall be performed in accordance with the contract documents and specifications. CONTRACTOR agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the work described herein and in Attachments A (Requests for Proposal), B (Prequalification Package 1) and C (Prequalification Package 2).

> Design-Build to install a pretreatment system for color removal prior to the lime softening system at the south water treatment plant. The pretreatment system shall include all piping, pumping equipment, reactors, electrodes, filters,

modifications to the existing treatment equipment, and associated appurtenance and controls.

Article 3. Contract Amount.
The TOWN shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the Unit Price shown in the Proposal heretofore submitted to the TOWN by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract (obtained by the application of such Unit Prices to the quantities shown in the Proposal) shall not exceed the total amount of

One Million Seven Hundred and Ninety Six Thousand and Fifty ($1,796,050.00) Dollars

if the Town exercises its option to use the Tax Savers program in which the Town purchases the equipment directly from the equipment supplier otherwise the amount shall not exceed is One Million Eight Hundred and Seventy Four Thousand Eight Hundred ($1,874,800.00) Dollars if the Town decides not to purchase the equipment directly from the supplier and save the State of Florida sales tax.

Article 4. Time of Completion.
The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice to Proceed and shall fully complete the Contract in accordance with the Contract Documents within the number of calendar days after said date of written notice as stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is of the essence, and in the event that construction of the WORK is not completed within the Contract Time, as may have been modified solely in accordance with the provisions of Article 9 of the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the TOWN is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the General Conditions of this Contract as liquidated damages sustained by the TOWN in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond:
It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Performance Bond hereto attached for its faithful performance, the TOWN shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the TOWN to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the

TOWN. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the TOWN.

Article 6. Exhibits Incorporated.
The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

A. 00100 Advertisement
B. 00500 Agreement
C. 00610 Payment Bond
D. 00620 Performance Bond
E. 00650 Insurance
F. 00700 General Conditions
G. Attachments A, B and C which are the Request for Prequalification Proposals which outlines the technical requirements and the Proposal outlining the pricing.

Article 7. Notices.
A. All notices required or made pursuant to this Agreement by the CONTRACTOR to the TOWN shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

TOWN OF DAVIE
Utilities Department
Attn: Daniel Colabella
6591 Orange Drive
Davie, Florida 33024

B. All notices required or made pursuant to this Agreement by TOWN to CONTRACTOR shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following.

WIDELL, INC.
Attn: Robert E. Hodges
5365 Stirling Road
Fort Lauderdale, Florida 33314

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Article.

Article 8. Modifications.
No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Article 9. Successors and Assigns.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Article 10. Governing Law.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and if litigation is necessary to enforce the provisions of the Agreement, the venue for any such legal actions shall be in the State Courts of the 17th Judicial Circuit, in and for Broward County, Florida.

Article 11. No Waiver.
The failure of the TOWN to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Article 12. Entire Agreement.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Article 13. Severability.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

As prepared/approved by:

Utilities Director, Daniel Colabella

IN WITNESS WHEREOF the parties hereto have executed this Agreement [illegible] and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE TOWN OF DAVIE, FLORIDA
Party of the First Part

By:_____ (SEAL)
Interim Town Administrator, Chris Kovanes

ATTEST:

By:_____
Town Mayor, Tom Truex

_____
Town Clerk

****

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____(Seal)
(Witness) (Signature of Individual)

_____ _____
(Witness) (Signature of Individual)

****

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

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ _____(Seal)
Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm) a Partnership

_____ _____(Seal)
(Witness) (Partner)

****

WHEN THE CONTRACTOR IS A CORPORATION

Attest:

Secretary Robert E. Hodges

Widell, Inc.
(Correct Name of Corporation)

BY:
Vice President Keith A. Pickle

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
Town of Davie, Florida only:

By_____
Town Attorney

APPROVED AS TO FINANCE:

By_____
Procurement Manager, Herb Hyman

PREQUALIFICATION DOCUMENT
PACKAGE "1"

For The

Town of Davie, Florida
Utilities Department

PRETREATMENT SYSTEM FOR LIME SOFTENING
REQUEST FOR PREQUALIFICATION PROPOSALS

Submitted by:

Widell, Inc.
Carter & VerPlanck, Inc.
Process Solutions, Inc.

December 14, 2004

WIDELL, INC.

(954) 587-0520 FAX 587-6653

State Certified No. CG CA09173

Sewage Treatment Works
Water Treatment Works
Substructure Construction

Engineering Construction

5365 STIRLING ROAD
FT. LAUDERDALE, FL 33314

December 14, 2004

Town of Davie, Florida
6591 Orange Drive
Davie, Florida 33314

Attn: Mr. Herb Hyman, CPPB
Procurement Manager

Re: Town of Davie, Florida
Pretreatment System for Lime
Softening Project, B-05-07
Proposal (Package 2)

Dear Mr. Hyman:

Thank you for the opportunity to provide a Proposal for the project referenced above. We offer the design build prices broken out for each component of the project as follows:

Total Sum of Proposal..... *$1,874,800.00*

Should the City opt to purchase the equipment directly from the supplier, a deduct of $78,750.00 which represents the sales tax on the cost of the equipment may be taken.

Also, should the City elect to perform the Electrical Work with their own forces, a deduct of $59,800.00 may be taken.

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

Sincerely,

WIDELL, INC.

Keith A. Pickle
Vice President

cc: File 04-34
Chrono

/lkd:Ltr-Davie Proposal 12-14-04

3653

WIDELL, INC.

State Certified No. CG CA09173

Sewage Treatment Works
Water Treatment Works
Substructure Construction

Engineering Construction

5365 STIRLING ROAD
FT. LAUDERDALE, FL 33314

December 15, 2004

Via Facsimile (954) 433-4014
Town of Davie, Florida
6591 Orange Drive
Davie, Florida 33314

Attn: Mr. Bruce Taylor
Superintendent of Operations

Re: Town of Davie, Florida
Pretreatment System for Lime
Softening Project, B-05-07
Proposal (Package 2)

Dear Mr. Taylor:

The Town of Davie has requested additional clarification as to terms and conditions associated with the pilot demonstration of the $MicrO_2$ Lime Softening Pretreatment System.

In particular, the town has requested Process Solutions, Inc. (PSI) to reaffirm its agreement to refund any monies paid to PSI by the Town in the event the pilot demonstration fails to meet the minimum specifications outlined in the Request for Proposal (RFP).

PSI does agree to and accepts this condition.

Please consider this letter as a part of the bid review process.

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

Sincerely,

WIDELL, INC.

Keith A. Pickle
Vice President

cc: File 04-34
Carter & VerPlanck – Joe Taverrite – Facsimile (813) 282-8216
Process Solutions, Inc. – Brent Simmons – Facsimile (408) 866-4660

/kd:Le-Davie Additional Clarification 12-14-04

Section 00610

Payment Bond

Section 00620

Performance Bond

PERFORMANCE AND PAYMENT BOND
(Public Work)
In compliance with F.S. Chapter 255.05(1)(a)

BOND NO.:	024017704
CONTRACTOR NAME:	WIDELL, INC.
CONTRACTOR ADDRESS:	5365 STIRLING ROAD FT. LAUDERDALE, FL 33314
CONTRACTOR PHONE NO.:	(954)587-0520
SURETY COMPANY:	LIBERTY MUTUAL INSURANCE COMPANY 505 SOUTH MAIN STREET, SUITE 830 ORANGE, CA 92868 (714)542-0015
SURETY AGENT:	HRH OF SOUTHWEST FLORIDA 6771 PROFESSIONAL PARKWAY WEST SUITE 101 SARASOTA, FL 34240 (941)554-3140
OWNER NAME:	TOWN OF DAVIE, FLORIDA
OWNER ADDRESS:	6591 ORANGE DRIVE DAVIE, FL 33024
OWNER PHONE NO.:	(954)797-1000
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO.:	
BOND AMOUNT:	$ 1,796,050.00
CONTRACT NO.: (if applicable)	B-05-07
DESCRIPTION OF WORK:	MICRO2 LIME SOFTENING PRE-TREATMENT SYSTEM
LEGAL DESCRIPTION:	MICRO2 LIME SOFTENING PRE-TREATMENT SYSTEM TOWN OF DAVIE, FLORIDA

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

F:\DATA\BONDS\WINWORD

SECTION 00610

PAYMENT BOND

Bond No. 024017704

KNOW ALL MEN BY THESE PRESENTS:

That we, WIDELL, INC. 5365 Stirling Road, Ft. Lauderdale, FL 33314
Name Address Tel. No.
Phone: 954-587-6653
as Principal and LIBERTY MUTUAL INSURANCE COMPANY
505 South Main Street, Suite 830, Orange, CA 92868 714-542-0015
Name Address Tel. No.

as Surety, are held and firmly bound to the TOWN OF DAVIE, FLORIDA herein called the TOWN, in the sum of One Million Seven Hundred Ninety Six Thousand Fifty Dollars ($1,796,050.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the ___ day of _____, 2005 entered into between the Principal and the TOWN, Florida for **the MICRO2 Lime Softening Pre-Treatment System**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract document and compliance or noncompliance with any formalities connected with the contract shall in any way affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically required that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor,

materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this ___ day of _____, 2005

PRINCIPAL:

ATTEST:

Robert E. Hodges, Secretary

Widell, Inc.

(Signature) Keith A. Pickle

Vice President
(Title)

(SEAL)

SURETY:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

ATTEST:
See Attached Power of Attorney

(Signature)

Witness:

Carol McManus

ANTHONY T. PAPA, JR., Attorney-in-Fact and Licensed Florida Agent
(Attorney-in-Fact)

****

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
Town of Davie, Florida only:

By_____
Town Attorney

APPROVED AS TO FINANCE:

By_____
Procurement Manager, Herb Hyman

SECTION 00620

PERFORMANCE BOND

Bond No. 024017704

KNOW ALL MEN BY THESE PRESENTS:

That we WIDELL, INC., 5365 Stirling Road, Ft. Lauderdale, FL 33314

Name Address Tel. No.

Phone: 954-587-6653

as Principal, and LIBERTY MUTUAL INSURANCE COMPANY

505 South Main Street, Suite 830, Orange, CA 92868 714-542-0015

Name Address Tel. No.

as Surety, are held and firmly bond unto the Town of Davie in the sum of One Million Seven Hundred Ninety Six Thousand Fifty Dollars ($1,796,050.00), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly as severally, for the faithful performance of a certain written contract, dated the ___ day of _____, 2005, entered into between the Principal and the Town of Davie, Florida, for **MICRO2 Lime Softening Pre-Treatment System**

A copy of said Contract, No. B-05-XX, is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the Town of Davie against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the Town of Davie any difference between the sum that the Town of Davie may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the Town of Davie would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the Town of Davie may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that the will ample and fully protect the Town of Davie against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or

corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, a aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05.

WHEN THE PRINCIPAL IS AN INDIVIDUAL.

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	Signature of Individual)
_____	_____
(Address)	(Printed Name of Individual)
_____	
(Witness)	
_____	
(Address)	

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

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	(Name of Firm)
_____	By:_____
(Address)	(Signature of Individual) (Seal)
_____	
(Witness)	
_____	
(Address)	

****

WHEN THE PRINCIPAL IS A PARTNERSHIP

Signed, sealed and delivered in the presence of:

_____ (Witness)	_____ (Name of Partnership)
_____ (Address)	By: _____ (Seal) (Partner)
_____ (Witness)	_____ (Printed Name of Partner)
_____ (Address)	

****

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

_____ (Secretary)
Robert E. Hodges

WIDELL, INC.
(Name of Corporation)

By: _____ (Seal)
(Affix Corporate Seal)

Keith A. Pickle
(Printed Name)

Vice President
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, R. E. Hodges, certify that I am the Secretary of the corporation named as Principal in the within bond; that K. A. Pickle, who signed the said bond on behalf of the Principal was then Vice President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

_____ (SEAL)
Secretary
Robert E. Hodges

Attest:

See Attached Power of Attorney

(Secretary

LIBERTY MUTUAL INSURANCE COMPANY

(Corporate Surety)

505 South Main Street, Suite 830

Orange, CA 92868

By:

(Affix Corporate Seal)

ANTHONY T. PAPA, JR., Attorney-in-Fact and Licensed Florida Agent

(Attorney-In-Fact)

HRH of Southwest Florida

(Name of Local Agency)

6771 Professional Pkwy. W., Suite 101

(Business Address)

Sarasota, FL 34240

Phone 941-554-3140

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Anthony T. Papa, Jr. to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Liberty Mutual Ins. Company and that he has been authorized by Liberty Mutual Insurance Co to execute the foregoing bond on behalf of the CONTRACTOR name therein in favor of the Town of Davie, Florida.

Subscribed and sworn to before me this 2nd day of February, 2005.

Carol McManus

Notary Public, State of Florida
My Commission Expires: 1-6-2009

OFFICIAL SEAL
CAROL McMANUS
Notary Public State of Florida
Comm. # DD 368736
Comm. Exp. Jan. 6, 2009

****

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
Town of Davie, Florida only:

By_____
Town Attorney

APPROVED AS TO FINANCE:

By_____
Procurement Manager, Herb Hyman

NOTICE FROM SURETY REQUIRED BY TERRORISM RISK INSURANCE ACT OF 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

1495390

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

ANTHONY T. PAPA, JR., JOHN B. CUNNINGHAM, CAROL A. MCMANUS, DIANE L. BROWN, CHRISTINE A. PAPA, ALL OF THE CITY OF SARASOTA, STATE OF FLORIDA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY-FIVE MILLION AND 00/100**********_____ DOLLARS ($ **75,000,000.00*****_____) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 14th day of April, 2004.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of April, 2004, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____, _____.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Section 00650

Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

R1SR-C6N

DATE (MM/DD/YYYY) 12/13/2004

PRODUCER
SRM Insurance Brokerage LLC
40 Wantage Avenue
Branchville, NJ 07890

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Selective Ins Co of America	
INSURER B: Selective Ins Co of Southeast	
INSURER C: Selective Ins Co. of Southeast	
INSURER D: Selective Ins. Co. of Southeast	
INSURER E:	

INSURED
Selective HR Solutions, Inc.
L/C/F Widell, Inc. / Cardinal
6920 Professional Parkway East
Sarasota, FL 34240
941 755-4634 ext 191 fax 941-756-4724

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	$
		GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC	$
		ANY AUTO				AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7920572	01/01/2005	01/01/2006	X WC STATU-TORY LIMITS / OTH-ER	
B			WC7920573			E.L. EACH ACCIDENT	$ 1,000,000
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC7920658			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
D		If yes, describe under SPECIAL PROVISIONS below	WC7920660			E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Town of Davie, Florida
6591 Orange Drive
Davie, FL 33024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Charles Chiarini

© ACORD CORPORATION 1988

420348-080-06b-

INSURED
Widell, Inc.
5385 Stirling Road
Fort Lauderdale, FL 33314

COMPANY A Zurich-American Insurance Company

COMPANY B National Union Fire Insurance Company of PA

COMPANY C Lexington Insurance Company

COMPANY D N/A

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT X SIR $150,000 X XCU Coverages, Inc.	GL03678089-02	02/28/04	02/28/05	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ 4,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Physical Damage X $1,000 Comp / Coll	BAP3678090-02	02/28/04	02/28/05	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE AUTO ONLY - EA ACCIDENT	$ 2,000,000 $ $ $ $
	GARAGE LIABILITY ANY AUTO				OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $
B	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	BE5683740	02/28/04	02/28/05	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL EXCL				WC STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EACH EMPLOYEE	$ $ $
C	OTHER Professional Liability	132-3445	05/13/04	05/13/05	Limit per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Pretreatment System for Lime Softening, B-05-07 - WI Project 675.
Town of Davie, Florida is included as an Additional Insured as their interest may appear.

Town Of Davie, Florida
6591 Orange Drive
Davie, FL 33024

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Stephen Flynn

VALID AS OF: 02/02/05

Section 00700

General Conditions

GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

1.1. As this contract is a Design-Build project, CONTRACTOR shall hire a competent engineer, hereinafter referred to as "CONTRACTOR'S ENGINEER" to design the Work in conformance with the needs of the Town of Davie, hereinafter referred to as "TOWN", and as outlined in Attachment A hereto.

1.2. With regard to the design portion of the Work, CONTRACTOR agrees to provide professional engineering services as noted in the following paragraphs:

1.2.1. CONTRACTOR'S ENGINEER shall provide competent professional engineering consulting services for the Work for the duration of the Agreement.

1.2.2. The CONTRACTOR'S ENGINEER agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR'S ENGINEER pursuant to this Agreement.

1.2.3. The CONTRACTOR'S ENGINEER agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.2.4. CONTRACTOR'S ENGINEER agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONTRACTOR'S ENGINEER's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR'S ENGINEER with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. Within five (5) calendar days from the Notice to Proceed issued by the TOWN to the CONTRACTOR, the CONTRACTOR shall deliver to the TOWN a written statement, executed by the proper officers of the CONTRACTOR'S ENGINEER, acknowledging that the Project Manager shall have full authority to bind and obligate the CONTRACTOR'S ENGINEER on all matters arising out of or relating to this Agreement. The CONTRACTOR'S ENGINEER agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONTRACTOR'S ENGINEER hereunder. The person selected by the CONTRACTOR'S ENGINEER to serve as the Project Manager shall be subject to the prior approval and acceptance of the TOWN.

1.2.5. The CONTRACTOR'S ENGINEER has represented to the TOWN that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR'S ENGINEER agrees that all services to be provided by CONTRACTOR'S ENGINEER pursuant to this Agreement shall be subject to the TOWN's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project of the services to be provided and performed by CONTRACTOR'S ENGINEER hereunder. In the event of any conflicts in these requirements, the CONTRACTOR'S ENGINEER shall notify the TOWN of such conflicts and utilize its best professional judgment to advise TOWN regarding resolution of the conflict.

1.2.6. CONTRACTOR'S ENGINEER agrees not to divulge, furnish or make available to any third person, firm or organization, without TOWN's prior written consent, or unless incident to the proper performance of the CONTRACTOR'S ENGINEER's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR'S ENGINEER hereunder, and CONTRACTOR'S ENGINEER shall require all of its employees, agents and SUBCONTRACTOR's to comply with the provisions of this paragraph.

1.2.7. CONTRACTOR'S ENGINEER agrees to certify all estimates of construction costs and Project completing dates prepared by the CONTRACTOR'S ENGINEER. Said certifications shall be in a form approved by the TOWN.

1.2.8. Evaluations of the TOWN's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONTRACTOR'S ENGINEER represent the CONTRACTOR'S ENGINEER'S best judgment as an engineer familiar with the construction industry.

1.2.9. CONTRACTOR'S ENGINEER shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR's or the safety precautions and programs incident to the work of CONTRACTOR's.

1.2.10. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONTRACTOR'S ENGINEER under this Agreement shall be delivered to and become the property of TOWN. CONTRACTOR'S ENGINEER, as its own expense, may retain copies for its files and internal use. To the extent permitted by law, the TOWN agrees to indemnify and hold harmless CONTRACTOR'S ENGINEER with respect to any claim, loss or damage, including attorneys fee incurred by CONTRACTOR's ENGINEER due to the TOWN's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project unless such use is authorized by CONTRACTOR'S ENGINEER.

will be retained by CONTRACTOR'S ENGINEER for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. TOWN, or any duly authorized agents or representatives of TOWN, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

2. INVESTIGATION AND UTILITIES.

2.1. CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; typography and subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of CONTRACTOR to acquaint itself with any applicable conditions shall not relieve CONTRACTOR from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. CONTRACTOR shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". CONTRACTOR shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. CONTRACTOR shall schedule and coordinate its Work around any such relocation or temporary service interruption. CONTRACTOR shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. SCHEDULE.

3.1. The CONTRACTOR, within ten (10) calendar days after receipt of the Notice to Proceed, shall prepare and submit to TOWN for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution for the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated monthly by the CONTRACTOR. All monthly updates to the Progress Schedule shall be subject to the TOWN's review and approval. CONTRACTOR shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The TOWN's review and approval of the submitted

Progress Schedule shall be a condition precedent to the TOWN's obligation to pay CONTRACTOR.

4. PROGRESS PAYMENTS.

4.1. Prior to submitting its first monthly Application for Payment, CONTRACTOR shall submit to TOWN for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the TOWN, this schedule of values shall be used as the basis for the CONTRACTOR's monthly Applications for Payment. This schedule shall be updated and submitted each month to the TOWN along with a completed and notarized copy of the Application for Payment form.

4.2. Prior to submitting its first monthly Application for Payment, CONTRACTOR shall submit to TOWN a complete list of all its proposed SUBCONTRACTOR's and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the TOWN in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the TOWN has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to project TOWN's interest therein, all of which shall be subject to the TOWN's satisfaction.

4.4. CONTRACTOR shall submit six (6) copies of it's monthly Application for Payment to the TOWN on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the TOWN shall either:

4.4.1 indicate his approval of the requested payment;

4.4.2 indicate his approval of only a portion of the requested payment, starting in writing his reasons therefore; or

4.4.3 return the Application for Payment to the CONTRACTOR indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the TOWN, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment. The TOWN shall, within thirty (30) calendar days after TOWN approval of an Application for Payment, pay the CONTRACTOR the amounts so approved. Provided,

however, in no event shall the TOWN be obligated to pay any amount greater than that portion of the Application for Payment approved.

4.5. TOWN shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved for payment, whichever is less. Such sum shall be accumulated and not released to CONTRACTOR until final payment is due.

4.6. Monthly payments to CONTRACTOR shall in no way imply approval or acceptance of CONTRACTOR's work.

4.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form to be provided by the TOWN, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The TOWN shall not be required to make payment until and unless these affidavits are furnished by CONTRACTOR.

4.8. CONTRACTOR agrees and understands that limitations exist and that the expenditure of funds must be spread over the duration of the Project as regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, CONTRACTOR shall prepare and submit for TOWN's review and approval, a detailed Project Funding, which shall be updated as necessary and approved by TOWN to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to CONTRACTOR as set forth in the approved Project Funding Schedule.

5. PAYMENTS WITHELD.

5.1. The TOWN may decline to approve any Application for Payment, or portions thereof, because of subsequently discover evidence or subsequent inspections. The TOWN may nullify the whole or any part of any approval for payment previously issued and TOWN may withhold any payments otherwise due CONTRACTOR under this Agreement or any other agreement between TOWN and CONTRACTOR, so such extent as may be necessary in the TOWN's opinion to protect it from loss because of:

5.1.1. Defective Work not remedied;

5.1.2. Third party claims filed or reasonable evidence indicating probable filing of such claims;

5.1.3. Failure of CONTRACTOR to make payment properly to SUBCONTRACTOR's or for labor, materials or equipment;

5.1.4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5.1.5. Reasonable indication that the Work will not be completed within the Contract Time;

5.1.6. Unsatisfactory prosecution of the Work by the CONTRACTOR; or
5.1.7. Any other material breach of the Contract Documents.

5.2. If these conditions in Subsection 5.1 are not remedied or removed, TOWN may, after three (3) days written notice, rectify the same at CONTRACTOR's expense. TOWN also may offset against any sums due CONTRACTOR the amount or any liquidated or unliquidated obligations of CONTRACTOR to TOWN, whether relating to or arising out of this Agreement or any other agreement between CONTRACTOR and TOWN.

6. FINAL PAYMENT.

6.1. TOWN shall make final payment to CONTRACTOR within thirty (30) calendar days after the Work is finally inspected and accepted by the TOWN in accordance with Section 20.1 herein, provided that CONTRACTOR first, and as an explicit condition precedent to the accrual of CONTRACTOR's right to final payment, shall have furnished TOWN with a properly executed and notarized copy of the Release and Affidavit in the form provided by the TOWN, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the TOWN.

6.2. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by CONTRACTOR against TOWN arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final application for Payment. Neither the acceptance of the Work nor payment by TOWN shall be deemed to be a waiver of TOWN's right to enforce any obligations of CONTRACTOR hereunder or to the recovery of damages for defective Work not discovered by TOWN at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1. CONTRACTOR shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. CONTRACTOR shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Materials and supplies are to be provided as set forth in Attachment A, Attachment B, and the Prequalification Proposal. Other suppliers may be accepted by TOWN if sufficient information is submitted by CONTRACTOR to allow the TOWN to determine that the material or equipment proposed is equivalent to or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by TOWN from anyone other than CONTRACTOR and all such requests must be submitted by CONTRACTOR to TOWN within thirty (30) calendar days after specific Work Authorization is received by CONTRACTOR.

7.3. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make application to the TOWN for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with TOWN for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other CONTRACTOR's affected by the resulting change, all of which shall be considered by the TOWN in evaluating the proposed substitute. The TOWN may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

7.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the TOWN, if CONTRACTOR submits sufficient information to allow the TOWN to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the TOWN shall be the same as those provided herein for substitute materials and equipment.

7.5. The TOWN shall be allowed a reasonable time within which to evaluate each proposed substitute. The TOWN shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the TOWN's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The TOWN may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. The TOWN will record time required by the TOWN in evaluating substitutions proposed by CONTRACTOR and making changes in the CONTRACTOR Documents occasioned thereby. Whether or not the TOWN accepts a proposed substitute, CONTRACTOR shall reimburse TOWN for the charges of the TOWN for evaluating each proposed substitute.

8. DAILY REPORTS, AS-BUILTS AND MEETINGS.

8.1. Unless waived in writing by TOWN, CONTRACTOR shall complete and submit to TOWN on a weekly basis a daily log of the CONTRACTOR's work for the preceding week in a format approved by the TOWN. The daily log shall document all activities of CONTRACTOR at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by CONTRACTOR's and SUBCONTRACTOR's personnel;

8.1.4. The number of CONTRACTOR's and SUBCONTRACTOR's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site;

8.1.9. A list of all visitors to the Project site; and

8.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by CONTRACTOR to TOWN pursuant to the Contract Documents.

8.2. CONTRACTOR shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the TOWN, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the CONTRACTOR throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to TOWN for reference. Upon completion of the Work and as a condition precedent to CONTRACTOR's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to TOWN by CONTRACTOR for TOWN.

8.3. CONTRACTOR shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. TOWN, or any duly authorized agents or representatives of TOWN, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. CONTRACTOR shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its SUBCONTRACTOR's and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by CONTRACTOR. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of TOWN's suppliers and CONTRACTOR's as set forth in Paragraph 12.2. herein.

9.2. Should CONTRACTOR be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, CONTRACTOR shall notify the TOWN in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which TOWN may be responsible, in whole or in part, shall relieve CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from TOWN. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against TOWN will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. TOWN will assess CONTRACTOR liquidated damages of $1,000.00 per day for each day the CONTRACTOR goes beyond the current revised and approved contract schedule.

10. CHANGES IN THE WORK.

10.1. TOWN shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, CONTRACTOR shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of TOWN, and

TOWN shall not be liable to the CONTRACTOR for any increased compensation without such written order. No officer, employee or agent of TOWN is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form to be provided by the TOWN, shall be issued and executed promptly after an agreement is reached between CONTRACTOR and TOWN concerning the requested changes. CONTRACTOR shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as TOWN and CONTRACTOR shall mutually agree.

10.3. If TOWN and CONTRACTOR are unable to agree on a Change Order for the requested change, CONTRACTOR shall, nevertheless, promptly perform the change as directed by TOWN in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by TOWN. If CONTRACTOR disagrees with the TOWN's adjustment determination, CONTRACTOR must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a SUBCONTRACTOR, a maximum ten percent (10%) markup for all overhead and profit for all SUBCONTRACTOR's and SUB-SUBCONTRACTOR's direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due CONTRACTOR and any SUBCONTRACTOR or SUB-SUBCONTRACTOR for field and home office overhead is included in the markups noted above.

10.5. TOWN shall have the right to conduct an audit of CONTRACTOR's books and records to verify the accuracy of the CONTRACTOR's claim with respect to CONTRACTOR's costs associated with any Change Order.

10.6. The TOWN shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the CONTRACTOR.

11. CLAIMS AND DISPUTES.

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment or money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between TOWN and CONTRACTOR arising

out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the CONTRACTOR shall be made in writing to the TOWN within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the TOWN within fifteen (15) calendar days after the occurrence of the event, unless the TOWN grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The CONTRACTOR shall proceed diligently with its performance as directed by the TOWN, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the TOWN in writing. TOWN shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1. TOWN may perform other work related to the Project at the site by TOWN's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work. If CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or require additional time, CONTRACTOR shall send written notice of that fact to TOWN within forty-eight (48) of being notified of the other work. If the CONTRACTOR fails to send the above required forty-eight (48) hour notice, the CONTRACTOR will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or TOWN, if TOWN is performing the additional work with TOWN's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make it several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the TOWN and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other CONTRACTOR's to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between TOWN and such utility owners and other CONTRACTOR's.

12.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any other CONTRACTOR or utility owner (or TOWN), CONTRACTOR shall inspect and promptly report to TOWN in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's

failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1. CONTRACTOR agrees to save harmless, indemnify, and defend or, at the option of TOWN, pay the cost of defense, TOWN and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by CONTRACTOR under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by CONTRACTOR or resulting from the use by CONTRACTOR, or by any one for whom CONTRACTOR is legally liable, of any materials, tools, machinery or other property of TOWN. This provision is intended to apply even if the injury or damage is caused in whole or in part by an act, omission or default of the TOWN or their consultants, agents officers and employees. TOWN and CONTRACTOR agree the first $100.00 of the Contract Amount paid by TOWN to CONTRACTOR shall be given as separate consideration for this indemnification, and any other indemnification of TOWN by CONTRACTOR provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledge by CONTRACTOR by CONTRACTOR's execution of the Agreement.

The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the CONTRACTOR's limit of, or lack of, sufficient insurance protection.

13.2. CONTRACTOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Section 00650. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within ten (10) calendar days after specific Work Authorization is received by CONTRACTOR, CONTRACTOR shall provide TOWN with properly executed Certificates of Insurance to evidence CONTRACTOR's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by TOWN. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies show on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to TOWN, on a timely basis, when requested by TOWN.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given TOWN of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, CONTRACTOR shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the CONTRACTOR shall be primary to any insurance or self insurance program carried by the TOWN applicable to this Project. The acceptance by TOWN of any Certificate of Insurance does not constitute approval or agreement by the TOWN that the insurance requirements have been satisfied or that the insurance policy show on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the TOWN.

13.5. CONTRACTOR shall require each of its SUBCONTRACTOR's to procure and maintain, until the completion of the SUBCONTRACTOR's work, insurance of the types and to the limits specified in Section 00650, unless such insurance requirements for the SUBCONTRACTOR are expressly waived in writing by the TOWN. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by CONTRACTOR to meet the requirements of the Contract Documents shall name the TOWN as additional insured and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by TOWN, certified, true copies of the renewal policies, shall be furnished by CONTRACTOR within thirty (30) days prior to the date of expiration.

13.6. Should at any time the CONTRACTOR not maintain the insurance coverages required herein, the TOWN may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONTRACTOR for such coverages purchased. The TOWN shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the TOWN to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7. CONTRACTOR shall submit to TOWN a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by CONTRACTOR under the Contract Documents.

14. COMPLIANCE WITH LAWS.

14.1. CONTRACTOR agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If CONTRACTOR observes that the Contract Documents are at variance therewith, it shall promptly notify TOWN in writing.

15. CLEANUP AND PROTECTIONS.

15.1. CONTRACTOR agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, CONTRACTOR shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by TOWN.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by CONTRACTOR from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by CONTRACTOR to the condition equal to that existing at the time of CONTRACTOR's commencement of the Work.

16. ASSIGNMENT.

16.1. CONTRACTOR shall not assign this Agreement or any part thereof, without the prior consent in writing of TOWN. If CONTRACTOR does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward CONTRACTOR all of the obligations and responsibilities that CONTRACTOR has assumed toward TOWN.

17. PERMITS, LICENSES AND TAXES.

17.1. Pursuant to Section 218.00, F.S., TOWN will pay for all TOWN permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work through an internal budget transfer(s). CONTRACTOR is not responsible for paying for permits issued by the TOWN wherein the work is to be performed, but is responsible for acquiring all permits. TOWN may require the CONTRACTOR to deliver internal budget transfer documents to applicable TOWN agencies when the CONTRACTOR is acquiring permits.

17.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the TOWN shall be acquired and paid for by the CONTRACTOR.

18. TERMINATION FOR DEFAULT.

18.1. CONTRACTOR shall be considered in material default of the Agreement and such default shall be considered cause for TOWN to terminate the Agreement, in whole or in part, as further set forth in this Section, if CONTRACTOR: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the TOWN as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been

suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances; rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. TOWN shall notify CONTRACTOR in writing of CONTRACTOR's default(s). If TOWN determines that CONTRACTOR has not remedied and cured the default(s) within seven (7) calendar days following receipt by CONTRACTOR of said written notice, the TOWN, at its option, without releasing or waiving its rights and remedies against the CONTRACTOR's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate CONTRACTOR's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of CONTRACTOR, take assignments of any of CONTRACTOR's subcontracts and purchase orders, and complete all or any portion of CONTRACTOR's Work by whatever means, method or agency which TOWN, in its sole discretion, any choose.

18.3. If TOWN deems any of the foregoing remedies necessary, CONTRACTOR agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by TOWN incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, CONTRACTOR agrees to pay promptly to TOWN on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the TOWN to complete the Work, such excess shall be paid to the CONTRACTOR. The amount to be paid to the CONTRACTOR or TOWN, as the case may be, shall be approved by the TOWN, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of CONTRACTOR hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by TOWN in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of CONTRACTOR's right to proceed pursuant to this Section, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that TOWN is not entitled to the remedies against CONTRACTOR

provided herein, then CONTRACTOR's remedies against TOWN shall be the same as and limited to those afforded CONTRACTOR under Section 19 below.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. TOWN shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against TOWN shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against TOWN, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. TOWN shall have the right to suspend all or any portions of the Work upon giving CONTRACTOR not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, CONTRACTOR's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the CONTRACTOR be entitled to any additional compensation or damages. Provided, however, it the ordered suspension exceeds six (6) months, the CONTRACTOR shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

20.1. When the entire Work (or any portion thereof designated in writing by TOWN) is ready for its intended use, CONTRACTOR shall notify TOWN in writing that the entire Work (or such designated portion) is substantially complete and request that TOWN issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, TOWN and CONTRACTORshall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If TOWN does not consider the Work (or designated portion) substantially complete, TOWN shall notify CONTRACTOR in writing giving the reasons therefore. If TOWN considers the Work (or designated portion) substantially complete, TOWN shall prepare and deliver to CONTRACTOR a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed or corrected by CONTRACTOR before final payment. TOWN shall have the right to exclude CONTRACTOR from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but TOWN shall allow CONTRACTOR reasonable access to complete or correct items on the tentative punchlist.

20.2. Upon receipt of written certification by CONTRACTOR that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of final Application for Payment, TOWN will make such inspection and, if TOWN finds the Work acceptable and fully performed under the Contract Documents, TOWN shall promptly issue a final Certificate for Payment, recommending that, on the basis of his

observations and inspections, and the CONTRACTOR's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due CONTRACTOR is due and payable. Neither the final payment nor the retainage shall become due and payable until CONTRACTOR submits: (1) the Release and Affidavit in the form attached as Section 00850, (2) consent of surety to final payment, and (3) if required by TOWN, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by TOWN. TOWN reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the ENGINEER may have issued his recommendations. Unless and until the TOWN is completely satisfied, neither the final payment nor the retainage shall become due and payable.

21. WARRANTY.

21.1. CONTRACTOR shall obtain and assign to TOWN all express warranties given to CONTRACTOR or any SUBCONTRACTOR's by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. CONTRACTOR warrants to TOWN that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. CONTRACTOR further warrants to TOWN that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers of processors except as otherwise provided for the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from TOWN. CONTRACTOR shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which TOWN is entitled as a matter of law.

22. TESTS AND INSPECTIONS.

22.1. TOWN, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. CONTRACTOR shall provide proper, safe conditions for such access. CONTRACTOR shall provide TOWN with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project required any portion of the Work to be specifically inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish TOWN the required certificates of inspection, testing or approvals. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the TOWN.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the TOWN, such Work must, if requested by TOWN, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given TOWN timely notice of CONTRACTOR's intention to cover the same and TOWN has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from TOWN, such Work must, if requested by TOWN, be uncovered for TOWN's observation and be replaced at CONTRACTOR's sole expense.

22.4. The TOWN shall charge to CONTRACTOR and may deduct from any payments due CONTRACTOR all engineering and inspection expenses incurred by TOWN in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations nor other actions by the TOWN nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK.

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by TOWN, CONTRACTOR shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by TOWN, remove it from the site and replace it with conforming Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold TOWN harmless for same.

23.2. If the TOWN consider it necessary or advisable that covered Work be observed by TOWN or inspected or tested by others, CONTRACTOR, at TOWN's request, shall uncover, expose or otherwise make available for observation, inspection or tests as TOWN may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and TOWN shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of TOWN to stop the Work shall not give

rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party.

23.4. Should the TOWN determine, in its sole opinion, that it is in the TOWN's best interest to accept defective Work, the TOWN may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the TOWN's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the TOWN accepts such defective Work after final payment, CONTRACTOR shall promptly pay TOWN and appropriate amount to adequately compensate TOWN for its acceptance of the defective Work.

23.5. If CONTRACTOR fails, within a reasonable time after the written notice from TOWN, to correct defective Work or to remove and replace rejected defective Work as required by TOWN, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any of the provisions of the Contract Documents, TOWN may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, TOWN may exclude CONTRACTOR from any or all of the Project site, take possession of all or any part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which TOWN has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow TOWN and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable TOWN to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of TOWN in exercising such rights and remedies shall be charged against CONTRACTOR, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by TOWN of TOWN's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1. CONTRACTOR shall plan, organize, supervise, schedule, monitor, direct and control 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 responsible to see that the finished Work complies accurately with the Contract Documents. Contract shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to TOWN except under extraordinary circumstances. The superintendent shall

be CONTRACTOR's representative at the Project site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. TOWN shall have the right to direct CONTRACTOR to remove and replace its Project superintendent, with or without cause.

25. PROTECTION OF WORK.

25.1. CONTRACTOR shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If CONTRACTOR or any one for whom CONTRACTOR is legally liable is responsible for any loss or damage to the Work, or other work or materials of TOWN's separate CONTRACTOR's. CONTRACTOR shall be charged with the same, and any monies necessary to replace such loss or damage shall deducted from any amounts due CONTRACTOR.

25.2. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

25.3. CONTRACTOR shall not disturb any benchmark established by the TOWN with respect to the Project. If CONTRACTOR, or its SUBCONTRACTOR's, agents or anyone for whom CONTRACTOR is legally liable, disturbs the TOWN's benchmarks, CONTRACTOR shall be liable for all costs incurred by TOWN associated therewith.

26. EMERGENCIES.

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, CONTRACTOR, without special instruction or authorization from TOWN, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give TOWN written notice, within forty-eight (48) hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the TOWN determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide the forty-eight (48) hour written notice noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1. CONTRACTOR shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. CONTRACTOR shall assume full

responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY.

28.1. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated removal, relocation or replacement in the Contract Documents.

28.2. CONTRACTOR shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons of property or to protect them from damage, injury or loss. CONTRACTOR shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate them in the protection, removal, relocation or replacement of their property. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by TOWN has occurred.

28.3. CONTRACTOR shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to TOWN.

29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the CONTRACTOR shall attend a pre-construction conference with the TOWN and others as appropriate to discuss the Progress Schedule, 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. During the prosecution of the Work, the CONTRACTOR shall attend any and all meetings convened by the TOWN with respect to the Project, when directed to do so by TOWN: Contactor shall have its SUBCONTRACTOR's and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the TOWN.

* * * * * * * * * * * * * * * * * * *

THIS PAGE

INTENTIONALLY

LEFT BLANK

* * * * * * * * * * * * * * * * * * *