

RESOLUTION NO. 2010 - 055

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH PIPECON CORPORATION, INC. IN THE AMOUNT OF FIFTY-FIVE THOUSAND SEVEN HUNDRED AND FOURTEEN DOLLARS (\$55,714.00) TO PROVIDE THE CONSTRUCTION OF THE DRAINAGE IMPROVEMENTS ON SW 54TH PLACE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 4, 2010, pursuant to Resolution No. 2010-038, the Town Council approved a funding agreement with the South Florida Water Management District to construct the drainage improvements on SW 54th Place; and

WHEREAS, to construct the improvements, on March 22, 2010, the Town advertised an Invitation For Bid; and

WHEREAS, on April 7, 2010, in response to its advertisement, the Town received six (6) bids; and

WHEREAS, PipeCon Corporation, Inc., has provided the lowest-priced responsive bid; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement with PipeCon Corporation, Inc., under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and PipeCon Corporation, Inc., providing drainage improvements on SW 54th Place as specifically outlined in the Invitation for Bid in the amount of Fifty-five Thousand Seven Hundred Fourteen Dollars (\$55,714.00).

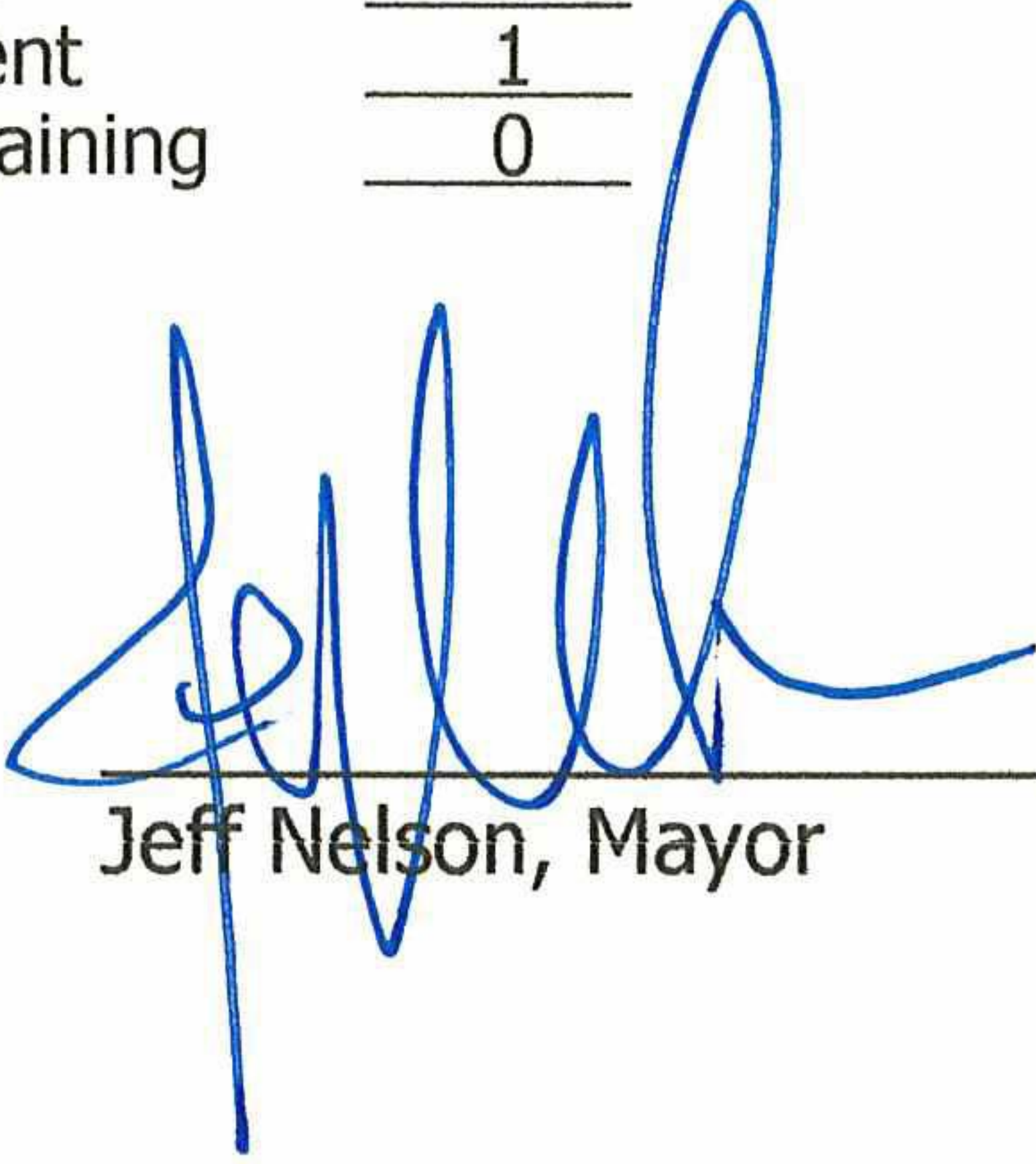
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 15th day of April, 2010 on a motion by Council Member Breitkreuz and seconded by Council Member Fisikelli.

Nelson	<u>Yes</u>
Knight	<u>ABSENT</u>
Breitkreuz	<u>Yes</u>
Fisikelli	<u>Yes</u>
McKay	<u>Yes</u>

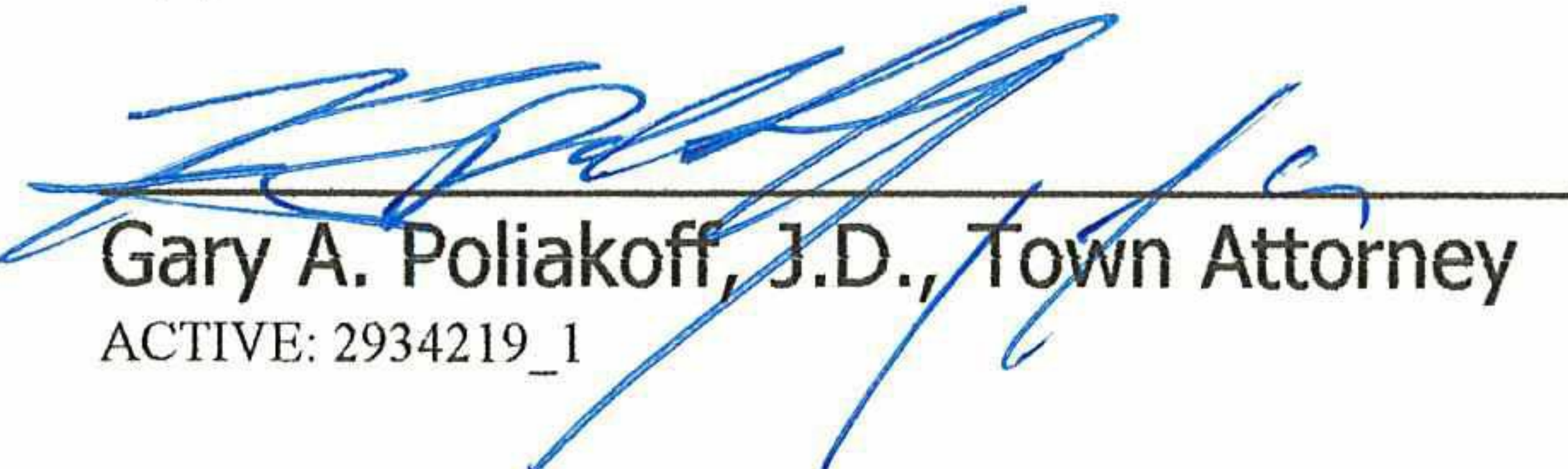
Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u>0</u>



Jeff Nelson, Mayor

Attest: 

Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
ACTIVE: 2934219_1

**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
PIPECON CORPORATION, INC.
FOR
SW 54th PLACE DRAINAGE PROJECT**

AGREEMENT FOR SW 54th PLACE DRAINAGE PROJECT

THIS IS AN AGREEMENT (“Agreement”) made and entered into on this ____ day of April 2010 by and between the **Town of Southwest Ranches**, a Municipal Corporation of the State of Florida (hereinafter referred to as “Town”) and **Pipecon Corporation, Inc.**, a Florida Corporation and a State of Florida qualified business organization under license number QB57170, doing business as a certified underground utility and excavation contractor that is licensed through Richard Lane Berg, its President, under license number CUC1223773 (hereinafter referred to as “Contractor”).

WHEREAS, the Town has provided notice of the desired Scope of Work (defined below) in its invitation to bid and carried out the proper bid process pursuant to and in accordance with the Town’s Procurement Code; and,

WHEREAS, the Town desires to engage the Contractor to perform the Scope of Work in accordance with this Agreement; and

WHEREAS, the Contractor desires to provide such Scope of Work in accordance with this Agreement; and

WHEREAS, the Town represents that it has the authority to engage the Contractor and accept the obligation for payment as set forth in this Agreement, as approved by the TOWN’s Resolution No. 2010- 55.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined and described in **Exhibit “A”** attached to this Agreement (hereinafter referred to as “Work”). This Agreement, as well as all exhibits, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents”. All references to “days” as set forth throughout this Contract shall be construed to mean “consecutive calendar days” unless otherwise stated. In the event of a conflict between Exhibits “A”, “B” , “C”, “D”, “E” and “F” and pages 1 through 16 of this Agreement (hereinafter the “Text of the Agreement”), the Text of the Agreement shall govern. The Exhibits to this Contract are as follows:

Exhibit A:	Scope of Work, including Item Notes, Special Provisions and Technical Specifications 10 pages
Exhibit B:	Insurance Certificates 3 pages
Exhibit C:	Completed and Executed OSHA Acknowledgement 1 page
Exhibit D:	Completed and Executed Trench Safety Act Form 1 page
Exhibit E:	Completed and Executed Water Use / Dewatering Form 1 page
Exhibit F:	Item Unit Prices from Bid 1 page

- 1.2 Contractor's Work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Contractor providing any of the Work.
- 1.3 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work for local governments in Broward County, Florida. Contractor shall perform the Work in accordance with the requirements of this Agreement, all other Contract Documents and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, those of the South Broward Drainage District.
- 1.4 Contractor acknowledges and agrees that (i) it has visited the location of the project, informed itself of the conditions that exist and has made its own estimate of the facilities and difficulties attending the execution of the work; and (ii) the Town gave Contractor the opportunity to explore the subsurface conditions at the site. Therefore, Town and Contractor agree that under no circumstances will the hardness of the rock to be excavated or the ground water conditions encountered be considered justification for a change order to this Agreement.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Drainage Improvements.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy.
- 2.4 Town and Contractor agree that Contractor shall perform all Work under this Agreement within 90 calendar days after the Town issues its Notice to Proceed to the Contractor.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement at the quoted price of ~~Fifty-five Thousand Seven Hundred Fourteen Dollars (\$55,714.00)~~ ("Agreement Sum"). The unit prices provided with Contractor's Bid, attached to this Agreement as Exhibit "F", shall be utilized only in calculating progress payments and the cost of Change Orders resulting from changes to the design, if any.
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor or materials that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Agreement Sum,

Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.

- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

Section 4: Assignment

No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to the Agreement in order to prevent, *inter alia*, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance and Bonds

- 6.1 Throughout the term of this Agreement and at least one (1) year beyond certification of the completed Project, Contractor shall, at its own expense, secure and maintain in full force and effect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that are duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+
- 6.3 All Insurance Policies shall name and endorse the following as additional insureds:
The Town of Southwest Ranches.
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with

respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.

6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be rescinded.

6.6 Contractor shall carry the following types and minimum coverages of insurance:

(a) Worker's Compensation and Employer's Liability Insurance for all employees of the Contractor engaged in work under the Agreement in accordance with the laws of the State of Florida. The Contractor shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive/Commercial General Liability Insurance with the following minimum limits of liability:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
-----------------------	---

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
-----------------------	---

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless agreement in the Agreement;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U).

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Contractor in the performance of the Work with the following minimum limits of liability:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage
-----------------------	---

Liability per occurrence

6.7 Contractor shall provide Town with a copy of the Certificates of Insurance, endorsements and policies evidencing the types of insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town. **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT, WHICH CERTIFICATES SHALL BE ATTACHED TO THIS AGREEMENT AS EXHIBIT "B".**

6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty-(30) calendar days prior written notice of cancellation, non-renewal, restrictions, reduction in coverages or limits, or other material change. Notice shall be sent by Certified Mail to:

Town of Southwest Ranches
Town Administrator
6589 SW 160th Avenue
Southwest Ranches, Florida 33331
and
Steven B. Lesser, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the Town.

6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

6.13 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

6.14 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.15 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.
- 6.16 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.17 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.
- 6.18 **Bonds.** Performance and payment bonds in accordance with the requirements of Florida Statutes, Section 255.05, each for 100% of the Agreement Sum, shall be procured and provided by the Contractor.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.

Section 8: Laws and Regulations

Contractor agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement. Additionally, Contractor has executed the following legal forms for this Project:

- Exhibit “C”** - OSHA Acknowledgement
- Exhibit “D”** - Trench Safety Act Form
- Exhibit “E”** - Water Use/Dewatering Form

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its agents, officers and employees from and against all liabilities, claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys’ fees and costs at all trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful

misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation on the part of Contractor to Town or which may otherwise exist as to any other person described in this paragraph.

This indemnification provision is incorporated by reference into **Exhibit "A"** of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Town.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. Termination For Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated and no other compensation or damages shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have thirty (30) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town

may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

E. Immediate Termination by Town. Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with Town, may not be awarded or perform work as a Contractor, supplier, or subcontractors, under a contract with Town, and may not conduct business with Town for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Bid By Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Agreement Sum under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns and replaces, and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral.

Section 29: No Amendment Or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution Of Disputes

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.f.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Charles H. Lynn, AICP, Town Administrator
Town of Southwest Ranches
6589 S. W. 160 Avenue
Southwest Ranches, Florida 33331

With a copy to:

Steven B. Lesser, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

If to Contractor:

Richard L. Berg, President
Pipecon Corporation, Inc.
2416 Quantum Blvd.
Boynton Beach, Florida 33426

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.

In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: PIPECON CORPORATION, INC. and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 15th day of April 2010.

WITNESSES:

Juanita M Romance
Debra Doré-Thomas

WITNESSES:

Debra Doré-Thomas
Juanita M Romance

CONTRACTOR:

PIPECON CORPORATION, INC.

By: Richard L Berg
Richard L. Berg, President

28th day of April 2010

TOWN:

TOWN OF SOUTHWEST RANCHES

By: Jeff Nelson
Jeff Nelson, Mayor

29th day of April 2010

By: Charles H. Lynn
Charles H. Lynn, AICP, Town Administrator

29th day of April 2010

ATTEST:

Debra Doré-Thomas
Debra Doré-Thomas, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Gary A. Poliakoff
Gary A. Poliakoff, J.D, Town Attorney

ACTIVE: S20572/077455:2859851_3

AGREEMENT
EXHIBIT "A"

The Work of the Contract includes:

- Construction of drainage structures in accordance with approved plans, specifications and permit requirements; and
- All other construction activities that are directly and appropriately associated with achieving the project objectives or completing the project scope.

The Plans, which have been provided separately to Contractor, are as follows:

Plan Sheet	Last Revision Date
Drainage Improvements –Location Map and Notes	April 2006
EC1 of 3	06/2006
EC2 of 3	06/2006
EC3 of 3	06/2006
D1 of 2	01/10
D2 of 2	10/02

TECHNICAL SPECIFICATIONS
SECTION 1 - GENERAL

I. APPLICABLE CODES

A. General

All construction and materials shall conform to the standards and specifications of the South Broward Drainage District (SBDD), Broward County Highway Construction & Engineering Division (BCHCED), Broward County Traffic Engineering Division (BCTED), South Florida Water Management District (SFWMD) and all other local and national codes where applicable.

B. Construction Safety

All construction shall be done in a safe manner, as outlined on the attached "Acknowledgment of Conformance," with the rules and regulations of the Occupational Safety and Health Administration (OSHA). Also, the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

C. Trench Safety Act

Contractor shall be solely responsible for compliance with the state of Florida Trench Safety Act, F.S. Section 553.60 and the attached "Trench Safety Act Form."

D. Survey Data

All elevations on the plans or referenced in the specifications are based on the

National Geodetic Vertical Datum of 1929 (NGVD).

II. EXISTING IMPROVEMENTS AND LANDSCAPING

A. All existing fences, walls, structures, trees, shrubs and pipes, except irrigation pipes within in the limits of construction shall be removed unless specified otherwise on the plans (Clearing and Grubbing of "Item Notes").

B. All existing materials or debris removed as part of this project shall be disposed of in a legal manner.

C. Irrigation systems encountered by the Contractor are to be protected. Any damage to any irrigation system shall be repaired by the Contractor at his own expense.

III. CONTRACTOR'S PRECONSTRUCTION RESPONSIBILITIES

A. Upon receipt of notice of award, the Contractor shall arrange a preconstruction conference with the Town.

B. The Contractor shall obtain a "Sunshine Certification Number" at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be responsible for damage to any existing utilities for which he requests locations.

C. The Contractor shall verify the size, location, elevation and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the plans, the Contractor shall immediately notify the Town.

IV. INSPECTIONS

The Contractor shall notify the Town at least 24 hours prior to the inspection of the following items:

A. Placing culverts: Have bedding, pipe joints and backfill approved.

B. Subgrade: Submit and have approved densities prior to placement of rock.

C. Limerock base: Submit and have approved densities and as-built drawings prior to the Asphaltic concrete.

D. Final: Participate with the Town in a Final Inspection of all work performed.

V. SHOP DRAWINGS

A. Prior to their construction or installation, shop drawings shall be submitted to and reviewed by the Town for pipe material, headwalls and all other project components as

appropriate or as directed by the Town.

B. Prior to submitting shop drawings to the Town, the Contractor shall review and approve the drawings and shall note in red, any deviations from the plans and specifications.

SECTION 2 - SITE WORK

I. MAINTENANCE OF TRAFFIC (MOT)

A. General

1. The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) at all times.

2. The Contractor shall maintain traffic in accordance with BCTED MOT as referenced in "Technical Specifications" section 1B and the "Item Notes."

3. The individuals who submit, set up and maintain the MOT plan for the Contractor and are in charge of the flagging operation of the MOT plan shall be certified in accordance with Broward County criteria.

B. Temporary Diversions

1. Barriers

a. Barriers shall be placed adjacent to waterways if the clear zone is less than the minimum required clear zone areas per FDOT Standard Index 600.

b. Barriers shall be water filled barriers constructed and installed in accordance with FDOT, Qualified Product List, items S102-2401 through SI02-2404, Water filled Temporary Barrier Walls.

c. Attenuators shall be utilized on the ends of barriers if the end of the barrier is within the clear zone of on-coming traffic.

II. EARTHWORK

A. All fill to be placed more than 5 feet from a paved area shall be placed in successive layers of not more than 12 inches in thickness, measured loose, for the full width of the area to be filled and compacted to 95% of the maximum density as determined by AASHTO T-180.

B. All muck and other unsuitable material shall be removed from under and within 5 feet of the areas to be paved.

C. All fill placed under and within 5 feet of areas to be paved shall have a Limerock

Bearing Ratio (LBR) equal to at least 40 and shall be compacted to at least 98% of the maximum density as determined by AASHTO T-180.

D. Any wet excavated materials shall be drained before transporting the material on any public or private road.

E. All roads over which fill is transported shall be swept clean of all sand, dust and rock at mid day, the end of each day and at any other time the Town directs such cleaning to be done.

F. All fill material to be placed within twenty four (24) inches of any proposed pipe shall be less than one inch diameter.

III. PIPES

A. Reinforced Concrete Pipe

1. Material

a. Reinforced concrete pipe (RCP) shall conform to ASTM C76, latest revision and shall be Class III, Wall B or C. All pipe shall have modified tongue and groove joints and have rubber gaskets unless otherwise specified.

2. Installation

a. Bedding and initial backfill over drainage pipes shall be stable sand or graded rock with no rock larger than 1 inch diameter.

b. Backfill material under paved areas shall be compacted to 98% of the maximum density as determined by AASHTO T-180.

c. Backfill material under areas not to be paved shall be compacted to 95% of the maximum density as determined by AASHTO T -180.

d. Pipe shall be constructed with a uniform grade and line.

e. Backfill material within 24 inches of the top of pipe shall be well graded granular material well tamped in layers not to exceed 6 inches.

f. The water elevation in the trench during the placement of pipe shall not be higher than the midpoint of the pipe.

g. In the event pipe joints do not meet Florida Department of Transportation criteria, the pipe shall be removed and reinstalled or repaired at the discretion of the Town.

3. Damaged Pipe

a. Damaged pipe shall be accepted or rejected in accordance with the criteria of the Florida Department of Transportation.

b. All damaged pipe that is to be repaired, shall be repaired in accordance with the criteria of the Florida Department of Transportation.

4. Inspections

a. The final inspection shall include pumping down the pipes and maintaining that level for the duration of a walk-through and / or "lamping" inspection to be conducted by the Town's inspector.

IV. HEADWALLS

A. Headwalls shall be manufactured in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 251 except as noted on the plans.

B. All exposed surfaces shall have 3/4 inch chamfers.

C. Headwalls shall be placed in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 251.

D. Damage to headwalls shall be repaired in accordance with Florida Department of transportation policies and procedures.

E. If the headwalls are manufactured in precast sections, joints between sections shall be poured by the Contractor with minimum 3000 PSI concrete after the Contractor has placed the precast sections.

V. ROCK DRIVEWAY

A General

All underground construction shall be completed prior to compaction of the subgrade and limerock.

B. Material

Base course shall be crushed limerock Miami Oolite with a minimum of 60% carbonates of calcium and magnesium and a minimum Limerock Bearing Ratio equal to 100.

C. Installation

1. Subgrade shall be compacted to 98% of the maximum density as determined by AASHTO T -180.

2. The limerock base material shall be in placed in a single lift and shall be compacted to 98% of the maximum density as determined by AASHTO T -180.

VI. PAVEMENT RESTORATION

A. General

1. All underground construction shall be completed prior to compacting the stabilized subgrade, limerock base and prior to placement of the asphalt.
2. All pavement restoration shall be per BCHCED.
3. All existing pavement that is cut or damaged by construction shall be properly restored at the Contractor's expense.
4. Where proposed pavement is to be connected to existing pavement, the existing edge of pavement shall be saw cut.
5. Upon completion of drainage improvements and limerock base construction (and before placing asphalt pavement) the Contractor shall order, from the Town, "asbuilt" plans for these improvements as outlined with Special Provisions – Surveys, Lines and Grades. As a minimum the as-builts survey should include the locations and the pertinent grades of all drainage installations and the finished rock grades along the edge of pavement at 50 foot intervals. These "as-builts" shall be approved by the Town prior to the placement of asphalt.

B. Materials

1. Base course shall be crushed limerock Miami Oolite with a minimum of 60% carbonates of calcium and magnesium and a minimum Limerock Bearing Ratio 100.
2. Prime coat and tack coat shall meet F.D.O.T. standards.
3. Surface course shall be equal to F.D.O.T. Type S-III asphalt.

C. Installation

1. The thickness of limerock base material shall be in accordance with BCHCED Standards and shall be compacted to 98% of the maximum density as determined by AASHTO T -180.
2. Limerock base material shall be placed in maximum 6 inch lifts.
3. Asphaltic concrete shall be a minimum of 1 1/2 inch thick.
4. Prime coat shall be placed on all limerock bases in accordance with F.D.O.T. standards.
5. Tack coat shall be placed as required in accordance with F.D.O.T. standards.

D. Testing

1. All subgrade, limerock and asphalt tests required shall be provided to the Town.
2. The finished surface of the base course and / or that of the wearing surface shall not vary more than one quarter (1/4) inch from the template. Any irregularities exceeding this limit shall be corrected.

VII. SOD

A. Material

1. Sod shall be argentine Bahia sod.
2. Sod shall be free of weeds, fungus, insects and disease.

B. Installation and Maintenance

Sodding shall be placed and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 575-3.

ITEM NOTES

GENERAL

All Pay Items include the furnishing of all labor, equipment, materials and testing necessary to complete the work included in the Item.

MAINTENANCE OF TRAFFIC

The work covered by this item shall include but not be limited to the preparation, submittal and approval of the maintenance of traffic plan and the implementation and removal of the plan in accordance with the requirements of BCTED and the Manual of Uniform Traffic Control Devices (MUTCD).

CLEARING AND GRUBBING

A. The work covered by this item shall include, but not be limited to, the removal of all fences, sidewalks, gates, concrete, wood, metal, trash, pipes (except irrigation pipes), trees and other vegetation from the project area and the disposal of same by the Contractor outside the boundaries of this project, in a legal manner at the Contractor's expense unless specified otherwise in the Plans.

B. Material removed through clearing and grubbing activities shall be disposed of in accordance with all applicable environmental regulations.

DEMUCKING

A. Material removed through demucking activities shall be disposed of in accordance with all applicable environmental regulations.

EROSION/POLLUTION CONTROL

A. The work covered by this item shall include, but not be limited, to all actions, installations, precautions and measures necessary to comply with all applicable government regulations related to the erosion of soil or vegetation or impacts on the water quality of any body of water.

B. This item shall include all measures necessary to comply with all dewatering regulations.

C. This item shall include sweeping and otherwise cleaning the haul routes including dust control.

D. The Contractor shall utilize, as appropriate, silt fences, turbidity barriers, best management practices and other necessary measures to control erosion as specified in Florida Department of Transportation Standard Index Numbers 100, 101, 102 and 103.

TRENCH EXCAVATION

A. Work covered by this section shall include but not be limited to excavating the trenches as shown on the plans and in accordance with the attached "Trench Safety Act Form."

B. Excavated material that is not used for this project will become the property of the Contractor and must be properly disposed of by the Contractor outside the Project limits in a timely manner.

C. Grading of the canal banks from the edge of water to the top of bank shall be included in this item.

SOD

A. The work covered by these items shall include, but not be limited to final grading in preparation for the placement of sod, and the placement and watering of sod in areas disturbed by construction.

B. This item includes sodding all areas disturbed by construction of the project.

C. The cost of all final grading on the project and the cost of watering the sod shall be included in the unit price for sod.

SPECIAL PROVISIONS

I. AUTHORITY OF THESE PROVISIONS

All statements under this provision are intended to supplement or modify the information for bidders, the General Conditions, Supplementary Conditions, Item Notes, the Technical Specifications and the Plans and such statements herein stated in these provisions shall govern.

II. ACCOMMODATION OF LOCAL TRAFFIC

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) at all times.

III. ORDER OF CONSTRUCTION OPERATIONS

The Contractor may construct the culverts in the order of his choosing. However, only one location may be under construction at a time. The Contractor must open the road at the first location to traffic and complete all restoration prior beginning construction at the second location.

IV. SURVEYS, LINES AND GRADES

The Contractor shall furnish all original and replacement surveys necessary for construction of the project, including detailed stake-out, line and grade stakes, and bench marks as required.

Prior to beginning construction, the Contractor shall provide the Town with all information related to the survey bench mark(s) to be used by the Contractor including: location, source and identification number.

Contractor shall provide documentation of reference points being used for construction and confirmation that they are correct.

As-built surveys shall be performed by a surveyor under contract to, and as directed by the Town. The Contractor's requests for as-built surveys shall be made to the Town. As-built surveys shall be requested in a timely manner to avoid unnecessary delays. The Contractor shall schedule his work to allow for a reasonable amount of time for the surveys to be performed and the results evaluated.

All as-built surveys that reflect work performed in accordance with the Contract Documents shall be paid for by the Town. All as-built surveys that reflect work not in conformance with the Contract Documents will be paid for by the Contractor. The Town shall have the option to require the Contractor to reimburse him for the cost of such surveys or to deduct the cost from the Contractor's pay requests.

V. POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters, as well as deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards and the work referenced in the attached "Item Notes" – Erosion / Pollution Control.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall employ a Qualified Stormwater Management Inspector certified by the Florida Department of Environmental Protection. Said inspector shall comply with all of the applicable sections of the Florida Stormwater, Erosion and Sedimentation Control Inspectors Manual.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities. If any fines or penalties are incurred as a result of the Contractor's actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Town or Engineer.

The Contractor shall apply for, secure and abide by the terms of a dewatering permit if any of his activities, or those of his subcontractors warrant a dewatering permit from any government agency.

If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Town shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean up. The Town shall have the option to require the Contractor to reimburse him for the cost of such clean up or to deduct the cost from the Contractor's pay requests.

VI. DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all waste materials and debris resulting from their construction activities. This includes items such as broken pipes, grease cans, rocks, plastic, paper, wood, metal, concrete etc. The Contractor shall provide all means of protecting the Owner's Property or other surrounding properties from any hazardous waste through methods approved by all governmental agencies having jurisdiction.

ACTIVE: 2933534_1



CERTIFICATE OF LIABILITY INSURANCE

OP ID HP
PIPECOR

DATE (MM/DD/YYYY)
04/08/10

PRODUCER Global Insurance Services, Inc 21301 Powerline Road #211 Boca Raton FL 33433 Phone: 561-487-6001 Fax: 561-451-9825		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED PipeCon Corp, Inc Lane Berg 2417 Quantum Blvd Boynton Beach Blvd FL 33426		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: First Mercury Insurance Co	
		INSURER B: American States Insurance	09084
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FMGA001172	11/16/09	11/16/10	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CH7669433	01/21/10	01/21/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named as additional insured.

CERTIFICATE HOLDER	CANCELLATION
TOWNSO1 Town of Southwest Ranches 6589 SW 160th Ave Southwest Ranches FL 33331	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

Date
4/8/2010

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691

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

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

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Compl/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2010	01/01/2011	X WC Statutory Limits	OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

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

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

Client ID: 31-66-297

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

Pipe Con Corporation, Inc.

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

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

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

Project Name:

FAX: 561-214-4038 & 954-888-9860 / ISSUE 04-08-10 (SD)

Begin Date: 11/12/2007

CERTIFICATE HOLDER

TOWN OF SOUTHWEST RANCHES

6589 SW 160TH AVE

SOUTHWEST RANCHES, FL 33331

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

John A. Roman

AGREEMENT EXHIBIT "C"

Exhibit I

ACKNOWLEDGMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

PIPECON CORPORATION, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, against any and all legal liability or loss the Town may incur due to PIPECON CORPORATION's failure to comply with such act.

[Signature]
ATTEST

PIPECON CORPORATION, F.V.C.
CONTRACTOR

BY: Richard L Berg

Richard L Berg
Print Name

DATE: 4-7-10

AGREEMENT EXHIBIT "D"

Exhibit H

TRENCH SAFETY ACT FORM

This form must be completed and signed by the Bidder. Failure to complete this form will result in the bid being declared non-responsive.

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

METHOD OF COMPLIANCE:

Sheeting & Shoring

AMOUNT: TOTAL \$ 1,500.⁰⁰

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

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

[Signature]
Witness Signature

Richard L. Berg
Bidder Signature

ARTHUR K. BRODER
Witness Printed Name

Richard Berg
Bidder Printed Name

[Signature]
Witness Signature

President
Bidder Title

THEODORE J. JEDLICK
Witness Printed Name

4/7/10
Date

AGREEMENT EXHIBIT "E"

Exhibit G

WATER USE / DEWATERING

ACCEPTANCE OF LIABILITY / RESPONSIBILITY

Pipe Con Corp., hereby acknowledge and agree that as Contractor for the Town of Southwest Ranches, contracted to construct the SW 54th Place Drainage, in Southwest Ranches I accept full responsibility and liability for any and all penalties, including but not limited to compliance and enforcement actions, financial and otherwise levied by any governmental authority as a result of the actions or inactions, equipment and materials or lack thereof, of the Contractor, his subcontractors or suppliers related to any water use permitting or dewatering activities.

Furthermore, I affirm that the following are the only water use and dewatering violations that I, any company I have represented, or any project with which I have been associated or owner thereof, has received in the last 5 years.

Project Name: _____ ^{N/A}
Penalty: _____
Explanation: _____

Project Name: _____
Penalty: _____
Explanation: _____

Project Name: _____
Penalty: _____
Explanation: _____

[Signature]
Witness Signature

Richard L. Berg
Bidder Signature

ARTHUR K. BRODER
Witness Printed Name

Richard Berg
Bidder Printed Name

[Signature]
Witness Signature

President
Bidder Title

THEODORE J. JEDLICK
Witness Printed Name

4/7/10
Date

AGREEMENT EXHIBIT "F"

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT/ PRICE	TOTAL
1	Swale Reconstruction	LS	1	2,135. ⁰⁰	2,135. ⁰⁰
2	Type "J-A" Inlet (Use Type D)	EA	4	2,945. ⁰⁰	11,780. ⁰⁰
3	French Drain (24 In) (Concrete Slotted Pipe)	LF	30	116. ⁰⁰	3,480. ⁰⁰
4	Concrete Pipe, Culvert (24 In) (Class III)	LF	105	48. ⁰⁰	5,040. ⁰⁰
5	36" PRB	EA	6	427. ⁰⁰	2,562. ⁰⁰
6	48" RCP	LF	66	118. ⁰⁰	7,788. ⁰⁰
7	4x6 STR	EA	1	3,247. ⁰⁰	3,247. ⁰⁰
8	Pavement Restoration	SY	120	45. ⁰⁰	5,400. ⁰⁰
9	6" Solid Traffic Stripe Thermo (Double Yellow)	LF	72	8. ⁰⁰	576. ⁰⁰
10	24" Solid Traffic Stripe Thermo (White Stop Bar)	LF	72	8. ⁰⁰	576. ⁰⁰
11	Sod (Floritam)	SY	700	2.20	1,540. ⁰⁰
12	Fill Embankment	CY	100	30. ⁰⁰	3,000. ⁰⁰
13	Remove Existing Sign (Single Post)	AS	1	160. ⁰⁰	160. ⁰⁰
14	Sign (Single Post) (Less than 12 SF) (Dead End)	AS	1	550. ⁰⁰	550. ⁰⁰
15	Mobilization	LS	1	5,380. ⁰⁰	5,380. ⁰⁰
16	Maintenance of Traffic	LS	1	2,500. ⁰⁰	2,500. ⁰⁰
	SUBTOTAL				

TOTAL LUMP SUM BID	\$ 55,714.⁰⁰
---------------------------	--------------------------------

All applicable federal, state and local taxes and performance and payment bonds are included in the Bid Price. In the event of any discrepancy in the line item amounts, it is the total lump sum price which shall control.

The Contractor by signing this bid proposal form acknowledges that the cost of compliance with the Florida Trench Safety Act is included in the Grand Total Bid Price.

Both the Bidder and the licensee shall fill in the information below, pursuant to Chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed. (Please print or type, excluding signatures).

NAME: PipeCon Corporation

ADDRESS: 2417 Quantum Blvd, Boynton Beach, FL, 33426

FEIN: 26-0671297

LICENSE NUMBER: CUC 1223773



CERTIFICATE OF LIABILITY INSURANCE

OP ID HP
PIPECOR

DATE (MM/DD/YYYY)

04/08/10

PRODUCER Global Insurance Services, Inc 21301 Powerline Road #211 Boca Raton FL 33433 Phone: 561-487-6001 Fax: 561-451-9825		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED PipeCon Corp, Inc Lane Berg 2417 Quantum Blvd Boynton Beach Blvd FL 33426		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: First Mercury Insurance Co	
		INSURER B: American States Insurance	09084
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FMGA001172	11/16/09	11/16/10	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CH7669433	01/21/10	01/21/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

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

Certificate holder is named as additional insured.

CERTIFICATE HOLDER

TOWNSO1

Town of Southwest Ranches
6589 SW 160th Ave
Southwest Ranches FL 33331

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

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ly per attorney review

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Emily McCord

From: Lee Rickles
Sent: Monday, April 26, 2010 9:20 AM
To: Emily McCord; Debra Doré-Thomas
Subject: FW: 54th Drainage Improvement - Insurance question

From: Cea, William [mailto:WCea@becker-poliakoff.com]
Sent: Monday, April 26, 2010 9:13 AM
To: Lee Rickles
Cc: Kolker, Margery
Subject: RE: 54th Drainage Improvement - Insurance question

Lee,

I reviewed the issue with Belinda Bacon, who as you may know, does a significant amount of contract preparation for the Town. She concurred with the advisement that you were given. Specifically, that the contractor should arrange for the Town to be an additional insured as to the general liability, and auto policies, but it is not necessary for the Town to be listed as an additional insured on the contractor's worker's compensation insurance.

Sincerely,

 <p>BECKER & POLIAKOFF <small>Legal and Business Strategists</small></p>	<p>William J. Cea Attorney at Law Board Certified Construction Attorney</p>
	<p>Becker & Poliakoff, P.A. Bank of America Centre 625 N. Flagler Drive, 7th Floor West Palm Beach, FL 33401</p> <p>561.820.2888 Phone 561.832.8987 Fax WCea@becker-poliakoff.com www.becker-poliakoff.com</p>

Our clients' total satisfaction is our #1 priority. The Becker & Poliakoff **Client CARE Center** is available for questions, concerns and suggestions. Please contact us at 954.364.6090 or via email at CARE@becker-

CERTIFICATE OF LIABILITY INSURANCE

Date
4/8/2010

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691

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 #

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

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2010	01/01/2011	X WC Statutory Limits	OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

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

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

Client ID: 31-66-297

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

Pipe Con Corporation, Inc.

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

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

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

Project Name:

FAX: 561-214-4038 & 954-888-9860 / ISSUE 04-08-10 (SD)

Begin Date: 11/12/2007

CERTIFICATE HOLDER

TOWN OF SOUTHWEST RANCHES

6589 SW 160TH AVE

SOUTHWEST RANCHES, FL 33331

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.