

RESOLUTION NO. 2011 - 030

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA RANKING THE GENERAL CONTRACTOR BIDS RECEIVED FOR THE ROLLING OAKS BARN ROOF REPLACEMENT SERVICES; APPROVING AN AGREEMENT WITH P.H.I. CONSTRUCTION, INC., THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER WHOSE BID MEETS THE REQUIREMENTS AND AWARD CRITERIA SET FORTH IN THE INVITATION FOR BIDS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT TEN DAYS AFTER THE EFFECTIVE DATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town published a request for invitation for bids seeking qualified general contractors for the replacement of the Rolling Oak's barn roof on December 22, 2010; and

WHEREAS, on January 13, 2011, the Town opened five (5) responses to its invitation for bid; and

WHEREAS, the bids received, in lowest price order, are as follows:

- | | |
|---|------------|
| (1) P.H.I. Construction, Inc. | \$ 41,999; |
| (2) East Coast Builders & Developers, Corp. | \$ 48,495; |
| (3) Bejar Construction, Inc. | \$ 65,460; |
| (4) Atlas Roofing | \$ 79,900; |
| (5) Advanced Roofing, Inc. | \$ 198,430 |

WHEREAS, without making a formal recommendation, the Town's Administration has submitted all of the bid materials to the Town Council to determine the lowest responsible and responsive bidder whose bid meets the requirements and award criteria set forth in the Invitation for Bids.

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 has determined which bidder is the lowest responsible and responsive and hereby ranks the general contractor bids received for the Rolling Oaks barn roof replacement services as follows:

1. P.H.I. Construction, Inc.
2. East Coast Builders & Developers, Corp.
3. Bejar Construction, Inc.
4. Atlas Roofing
5. Advanced Roofing, Inc.

Section 3. The Town Council hereby approves an agreement with P.H.I. Construction, Inc., the lowest responsible and responsive bidder whose bid meets the requirements and award criteria set forth in the invitation for bids, in substantially the same form as that attached hereto as Exhibit "A".

Section 4. 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, ten (10) days after this Resolution's effective date in order to give all bidders notice of this intended award and in accordance with the Town's Procurement Code.

Section 5. 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 27th day of January 2011, on a motion by Council Member McKay and seconded by Council Member Jablonski.

Nelson	<u>NO</u>	Ayes	<u>3</u>
Fisikelli	<u>AYE</u>	Nays	<u>2</u>
Breitkreuz	<u>NO</u>	Absent	<u>0</u>
Jablonski	<u>AYE</u>	Abstaining	<u>0</u>
McKay	<u>AYE</u>		

Jeff Nelson for
 Jeff Nelson, Mayor

ATTEST:

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

Approved as to Form and Correctness:

Keith Poliakoff
 Keith Poliakoff, Town Attorney
 ACTIVE: 3212905_1

**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
P.H.I. CONSTRUCTION, INC.
FOR
Rolling Oaks Barn Roof Replacement Project
Bid # 10-020**

**AGREEMENT FOR GENERAL CONTRACTOR SERVICES FOR
ROLLING OAKS BARN ROOF REPLACEMENT PROJECT**

THIS IS AN AGREEMENT (“Agreement”) made and entered into on this 14th day of February 2011 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and P.H.I. Construction, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the TOWN desires to replace the roof on the Rolling Oaks Barn located at 17630 SW 56 Street within the boundaries of Southwest Ranches; and

WHEREAS, the TOWN advertised on December 22, 2010 for general contractor services for the Rolling Oaks Barn Roof Replacement Project; and

WHEREAS, bids were received by the TOWN on January 13, 2010 at 10:00 AM; and

WHEREAS, there were five (5) competitive bids received for the services requested; and

WHEREAS, the TOWN has adopted Resolution No. 2010-030 at a public Town Council meeting approving the award and has selected P.H.I. Construction, Inc. , as CONTRACTOR for the Project.

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 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”.
- 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 of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

- 1.4 Contractor has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below). Furthermore, all costs for disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Agreement Sum (as defined below).
- 1.5 Contractor hereby represents and warrants that it will be responsible for the delivery of the materials and truss system to the Project site and the Agreement Price includes the cost of delivery, as well as all labor required to fully perform the work as described in the Contract Documents. In addition to any manufacturer's warranty for materials or the truss system, the Contractor hereby warrants that its work will be free of defects and deficiencies for a period of one year from the date of Substantial Completion of the Work (as defined below). If any defects or deficiencies arise within the one year period, the Contractor shall correct the defect or deficiency at no cost to the Town.

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 Rolling Oaks Barn Roof Replacement.
- 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 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve Substantial Completion of the Work within 90 calendar days after the date of issuance of the permit for the Work subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
 - 2.4.1 "Substantial Completion" of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
 - (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed except for punch list items of Work; and

(iv) The Town's design professional for the Project has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

- 2.4.2 "Final Completion" is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for the Project and all conditions precedent to Final Payment as outlined in the Agreement have been satisfied. Final Completion will be achieved within twenty-one (21) days from the date of Substantial Completion.
- 2.4.3 Time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.
- 2.4.4 Liquidated Damages ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **5 days after the scheduled Substantial Completion Date** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than five days after the Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date plus a 5-day grace period, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due to 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 Forty-one thousand nine hundred and ninety nine **Dollars** ("Agreement Sum"). Unit prices are attached to this Agreement as **Exhibit "B"** and shall be utilized only in calculating progress payments and Change Orders. In the event of any discrepancy between unit pricing and the Agreement Sum, the Agreement Sum shall control.
- 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 all payments made under this Agreement will be subject to 10% retainage, which retainage amount will be paid to Contractor upon Town's confirmation that Contractor has achieved Final Completion of the Work. Further, payments will be made after (a) the delivery of an appropriate invoice, no more often than once per month, 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 (minus 10% retainage).

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

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall 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 (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's financial stability rating of 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 minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Two Hundred Thousand Dollars (\$200,000)** for each accident, and **Two Hundred Thousand Dollars (\$200,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements 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.
- 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, or reduction in coverages or limits. Notice shall be sent 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

- 6.9 If Contractor's Insurance policy is a "claims-made" policy, then Contractor shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 6.10 In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 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 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 CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 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.
- 6.16 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.
- 6.17 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.
- 6.18 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.

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.

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 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 arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent, reckless, intentional act, omission, or other wrongful act of the Contractor, or any subcontractor, material or equipment supplier, or anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity on the part of Contractor to Town or which may otherwise exist as to any other person described in this paragraph. In any and all claims against the Town, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited, in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor and/or supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from Contractor shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from Contractor's negligence, recklessness or other intentional or otherwise wrongful misconduct of Contractor, and persons employed or utilized by Contractor relating to the performance of Work as described in the Agreement. This indemnification provision is incorporated by reference into **Exhibit "A"** of this Agreement. The indemnification as provided in this paragraph shall be subject to a monetary limitation of **Two Hundred Fifty Thousand (\$250,000.00) Dollars** per occurrence, the amount of which both the Town and Contractor each acknowledge bears a reasonable commercial relationship to the Agreement. The Contractor shall promptly remedy all damage or loss to any property caused by the Contractor, or any subcontractor, material or equipment, supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to its other obligations running in favor of Town under this Agreement. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify and defend Town as set forth in proposal shall survive the termination or expiration 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.s.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:

Town Administrator
6589 S. W. 160 Avenue
Southwest Ranches, Florida 33331

With a copy to:

Steven B. Lesser, Esq.
3111 Stirling Road
Fort Lauderdale, Florida 33312

If to Contractor:

P.H.I. Construction, Inc.
5791 SW 178 Avenue
Southwest Ranches, Florida 33331

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-Fee 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.

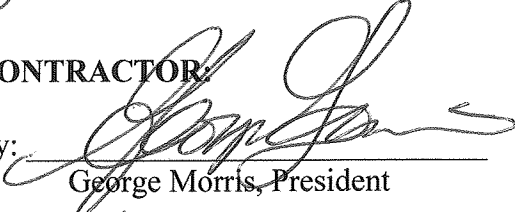
THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: George Morris, and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 27th day of January 2011.

WITNESSES:

Thomas Hart
Thomas Hart

CONTRACTOR:

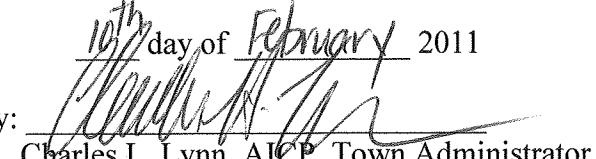
By: 
George Morris, President
4 day of Feb 2011

TOWN:

TOWN OF SOUTHWEST RANCHES

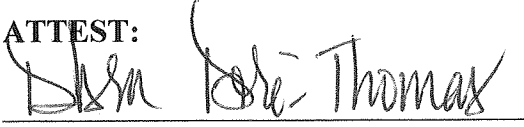
By: 
Jeff Nelson, Mayor

10th day of February 2011

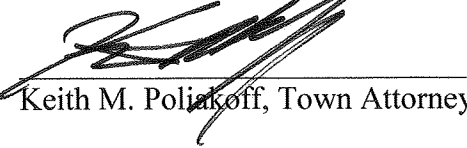
By: 
Charles L. Lynn, AICP, Town Administrator

10th day of February 2011

ATTEST:


Debra Doré-Thomas, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:


Keith M. Poliakoff, Town Attorney

ACTIVE: 3222947_1

EXHIBIT "A"

The Work of the Contract includes:

- Construction of new roof 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 and Specifications for the Rolling Oaks Barn-Roof Replacement are as follows:

- Standard Legend and General Notes, Sheet C-1.0 prepared by Rhon Ernest-Jones/IBI and dated December 3, 2010
- Roof Demolition Plan, Sheet C-2.0 prepared by Rhon Ernest-Jones/IBI and dated December 3, 2010
- Roof Plan, Sheet C-3.0 prepared by Rhon Ernest-Jones/IBI and dated December 3, 2010
- Structural Notes, Sheet C-4.0 prepared by Rhon Ernest-Jones/IBI and dated December 3, 2010
- Truss Engineering prepared by A-1 Roof Trusses, Job # 52449 and dated November 23, 2010 (11 pages)
- Truss Layout prepared by A-1 Roof Trusses, Job # 52449, and dated November 23, 2010

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT/PRICE	TOTAL
1	Shingles	Squares	106	N/A	N/A
2	Nails for Shingles (1-1/4" ring shank)	Coils	414	N/A	N/A
3	30 lb. Felt	Rolls	54	N/A	N/A
4	Nails for Felt (1-1/4" ring shank)	Coils	211	N/A	N/A
5	3" x 3" 26 Gauge Galvanized Flashing	LF	500	N/A	N/A
6	18" Roll 26 Gauge Galvanized Flashing	LF	120	N/A	N/A
7	Flashing Cones for Penetrations	Each	6	N/A	N/A
8	Shingle Ridge Vents (Continuous)	LF	125	N/A	N/A
9	1-5/8" Metal Tin Tags	Each	14,000	N/A	N/A
10	4' x 8' x 5/8" Plywood Rated CDX	Sheets	340	N/A	N/A
11	Nails for Plywood (8d Ring Shank)	Pounds	2,000	N/A	N/A
12	2" x 6" x 16' Fascia Southern Pine #2	Pieces	42	N/A	N/A
13	1" x 2" x 16' Pressure Treated Drip Board	Pieces	60	N/A	N/A
14	Roof Rafters (4" x 6" x 16' Southern Pine #2	Pieces	102	N/A	N/A
15	Truss Bridging (2" x 2" x 16')	Pieces	36	N/A	N/A
16	Lag Bolts (5/8" dia. X 12" Long)	Pieces	102	N/A	N/A
17	Twist Strap for Roof Rafters	Pieces	102	N/A	N/A
18	Nails for Bridging and Fascia (16d)	Pounds	15	N/A	N/A
19	Ribblath for Ceiling	SY	640	N/A	N/A
20	Nailers for Riblath (2" x 4" x 16')	Pieces	50	N/A	N/A
21	Riblath Nails (1-1/2" Large Head)	Pounds	40	N/A	N/A
22	Shot Pins for Riblath (Masonry Walls)	Pieces	420	N/A	N/A
23	Stucco (7/8" Thick)	SY	900	N/A	N/A
24	J-Bead	LF	1,200	N/A	N/A
25	1-1/2" dia. Schedule 40 Pipe (16' Length)	Pieces	2	N/A	N/A
26	4" dia. Pipe Column (9' Length) - 2 Coats Zinc Oxide Primer	Pieces	6	N/A	N/A
27	Column Top Plate (12" x 5-1/2" x 3/8")	Pieces	6	N/A	N/A
28	Column Base Plate (10" x 10" x 3/8")	Pieces	6	N/A	N/A
29	Support Beams (6" x 10" x 16' Southern Pine #2	Pieces	11	N/A	N/A
30	Soffit Vents (1" x 6" x 16')	Pieces	8	N/A	N/A
31	Screen for Soffit Vents	Rolls	2	N/A	N/A
32	Gutters	LF	150	N/A	N/A
33	Down Spouts	Each	10	N/A	N/A
34	Down Spout 90 Degree Elbow	Each	30	N/A	N/A
35	Lightning Rods	Each	30	N/A	N/A
36	Roof Trusses (20 Feet Span)	Each	60	N/A	N/A
37	Roof Trusses (30 Feet Span)	Each	62	N/A	N/A
38	Mobilization	EACH	1	4000	
39	Demolition (including proper disposal of all materials)	EACH	1	13,000	13,000
40	Installation	EACH		24,999	24,999
41	Additional Material, if any (Itemize on separate sheet)	N/A	N/A	N/A	N/A
42	Reduction for Materials provided but not required, if any (Itemize on separate sheet)	N/A	N/A	N/A	N/A
	SUBTOTAL			41,999	41,999

TOTAL LUMP SUM BID	\$ 41,999.00
---------------------------	---------------------

NO STUCCO INCLUDED
 NO STUCCO LABOR INCLUDED
 NO ELECTRICAL
 NO PLUMBING

ORIGINAL

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

Policy Number: 4160833317
Effective Date: 10-04-10
Expiration Date: 04-04-11
Registered State: FLORIDA

DEBORAH JOAN AND GEORGE LORIN
MORRIS
5155 SW 192ND TER
SOUTHWEST RANCHES, FL 33332-3336

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2007
Make: TOYOTA
Model: TACOMA
VIN: 3TMKU72N97M012234

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$1MIL/\$1MIL	
PROPERTY DAMAGE LIABILITY	\$100,000	
COMPREHENSIVE		\$250 DED
COLLISION		\$250 DED

____ Lienholder ____ Additional Insured ____ Interested Party

Additional Information:

Issued 02/11/2011

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

11-20-2009



STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

ALEX SINK
CHIEF FINANCIAL OFFICER

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 11/20/2009 EXPIRATION DATE: 11/20/2011

PERSON: MORRIS GEORGE

FEIN: 650524214

BUSINESS NAME AND ADDRESS:

PHI CONSTRUCTION INC
5791 SW 178TH AVE
SOUTHWEST RANCHES FL 33331-2361

SCOPES OF BUSINESS OR TRADE:
1- CERTIFIED GENERAL CONTRACTOR

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

ACORD CERTIFICATE OF LIABILITY INSURANCE		CERTIFICATE NO. / DATE AC12-9100627-967003 2/14/2011 2:09:09PM
PRODUCER Highpoint Risk Services LLC 14160 Dallas Parkway #500 Dallas, TX 75254 (800) 633-5096 (972) 715-0959 Fax: (972) 604-8450	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		
INSURED: AMS I/c/f: RENEGADE ROOFING, INC. 15495 EAGLE NEBT LN #140 MIAMI LAKES, FL 33015 (305) 231-7711 Fax: (305) 231-7715	INSURER A: <u>Companion Property and Casualty Insurance C</u> 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. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. RED. <input type="checkbox"/> LOC	FLG1092844	06/12/2010	06/12/2011	EACH OCCURRENCE \$ 200000 FIRE DAMAGE (Any One Fire) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGS \$ 2000000
	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) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC77779991701	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> JOBS/STATS <input type="checkbox"/> OTH-EL EL EACH ACCIDENT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000
	OTHER <input type="checkbox"/>				LIMITS \$ LIMITS \$

DESCRIPTION OF OPERATIONS, LOCATIONS, PRODUCTS, EXCLUSIONS, ADDENDUMS, ENDORSEMENTS, SPECIAL PROVISIONS

1. This certificate remains in effect, provided the client's account is in good standing with AMS. Coverage is not provided for any employee for which the client is not reporting wages to AMS. Applies to 100% of the employees of AMS leased to RENEGADE ROOFING, INC., effective 04/01/2010.
 *** PLEASE SEE ATTACHED EMPLOYEE ROSTER. ***

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
TOWN OF SOUTHWEST RANCHES. BUILDING DEPARTMENT 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 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

AC# 151407

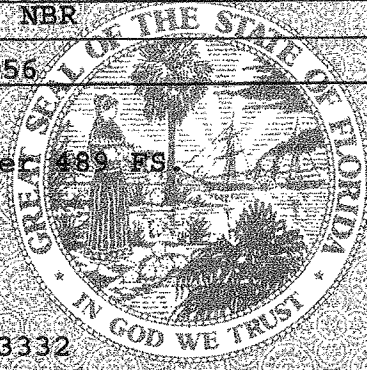
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10072400307

DATE	BATCH NUMBER	LICENSE NBR
7/24/2010	098166470	CGC059656

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS
 Expiration date: AUG 31, 2012



MORRIS, GEORGE LORIN
 P H I CONSTRUCTION INC
 5155 SW 192 TER
 FORT LAUDERDALE FL 33332

CHARLIE CRIST
 GOVERNOR

CHARLIE LIEM
 INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/11

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

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

PRODUCER
All Florida Insurance
7782 Wiles Road
Coral Springs, FL 33067
Phone (954)510-7321 Fax (954)510-7323

CONTACT NAME: RENALDO ATOLA
PHONE (A/C, No., Ext): (786) 382-8219
E-MAIL: Realtoconstinc@gmail.com
FAX (A/C, No.): (786) 382-8219
ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
REALTO CONSTRUCTION SERVICES INC
P.O. BOX 590006
FORT LAUDERDALE, FL 33359

INSURER(S) AFFORDING COVERAGE

INSURER A: LANDMARK AMERICAN INSURANCE	NAIC #
INSURER B: PROGRESSIVE	
INSURER C: EVANSTON INSURANCE COMPANY	
INSURER D: ASSURANCE MGA/ GUARANTEE INSURANCE	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL, GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE \$ _____ <input type="checkbox"/> RETENTION \$ _____ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N	LBA098349-00	11/12/2010	11/12/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DED \$ 500 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ \$ _____		
		N	N	084991190-2	11/12/2010	05/12/2011	EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____		
		N	N	XOVA414810	11/12/2010	11/12/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ _____ \$ _____		
		N/A	N	GWGO334001333-110	11/11/2010	11/11/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 .. = 91340: Carpentry; 92338: Drywall or Wallboard Install.; 97447: Masonry; 98304/05 Painting Exterior/Interior; 98448: Plastering or Stucco Work. -
 C. = 5022: Masonry; 5445: Wallboard Installation; 5474: Painting / Paper Hanging Noc; 5645: Carpentry.-(WC.coverage only in the State of Florida).

CERTIFICATE HOLDER

TOWN ADMINISTRATOR
6589 SW 160 AVE
SOUTH WEST RANCHES, FL 33331
FAX: 954-577-2929
954-577-29-65

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
JOSE HERRERA

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