

WORK AUTHORIZATION

CSID WA No. 113

Globaltech No. 165101

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to The Construction Improvements for the Restoration of Canal Banks at Site No. 1A, hereinafter referred to as the "Specific Project".

Site 1A – Three (3) properties located on NW 126th Way (Eagle Trace)

Section 1 – Terms

The FIRM shall be defined as an individual, corporation or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Work Authorization with the OWNER.

Section 2 – Scope of Work

The FIRM has prepared a Canal Bank Stabilization Feasibility Study (February 2014) and Canal Bank Stabilization (Sites 1 – 5) 60-Percent Design Plans (June 2014) describing the restoration of canal banks within CSID's jurisdiction at Sites 1 – 5. This Work was executed under CSID WA-102 and completed in October 2015. During the execution of this work, additional properties were

identified where significant erosion had occurred. The access agreement with Eagle Trace Golf Course, unfortunately, did not permit this work to be executed in calendar year 2015 due to conflicts with their course operation. A 60-percent design was prepared for the three (3) additional properties date June 12, 2015. This Work Authorization will provide the following services in accordance with Sections 1 and 2 of the AGREEMENT to implement the improvement at Site 1A:

Task 1 – Engineering Services

This task includes project management and engineering services required to complete the project.

Engineering and Project Management

1. Conduct Kick-Off meeting with the OWNER to review the project and schedule.
2. Develop master schedule meeting requirements of Eagle Trace Country Club.
3. Coordinate with the OWNER and adjacent, impacted property owners as to the extent of work and duration.
4. Collect pre-construction video and photographs of the construction areas and the adjacent properties.
5. Coordinate work with the City of Coral Springs. This task will include development of Maintenance of Traffic Plans for lane and road closure.
6. Conduct a pre-construction meeting with residence during an Eagle Trace Home Owner's Meeting (tentatively scheduled for April).
7. Conduct weekly meetings with OWNER to provide updates on project progress.
8. Attend monthly Board Meetings to provide project updates.
9. Assess technical submittals for materials and methods provided by Contractor. Review submittals with OWNER and make recommendations for modifications and/or revisions.
10. Oversee construction activities enforcing the conditions of the design.

11. Review elevations and limits of construction establishing the finished base, grade and top of slope.
12. Answer Subcontractor's requests for information regarding the civil plans and specifications. Because the design was only taken to the 60-percent complete level, it may be necessary to develop additional design details or to address differing field conditions.
13. Conduct progress meetings with Subcontractor and Owner. Review project progress against master schedule and review record information collected and deviations from project design.
14. Conduct Substantial Completion inspection and meetings at the completion at the three properties. Develop punch-list items in association with OWNER for Subcontractor to address prior to Final Completion at each site.
15. Conduct Final Completion inspection meeting and site walk through with OWNER and Subcontractor at each of the three properties.
16. Collect post-construction photographs and video of each of the sites following Final Completion inspection.
17. Review and comment / approve Subcontractor's pay request prior to submittal OWNER.
18. Review the as-built survey prepared by Subcontractor and provide comments and/or recommended corrections. This will assure the Engineering of Record that all aspects of the project were constructed in substantial conformance to the Plans and Specifications. Once the final as-built survey has been submitted, Engineer will prepare record drawings for OWNER's documentation.
19. Following final submission of the record drawings, the Engineer of Record will issue a Construction Certification Letter stating that the project was completed in substantial accordance with the plans.

Task 2 – Construction Services

Construction Services will include all work necessary to implement Canal Bank Stabilization (Site 1A) Design prepared by Globaltech & ADA Engineering, June 12, 2015. Specific activities will include the following:

1. Establish construction base line survey for the implementation of specific improvements at each of the five sites.
2. Locate existing utilities within easement right-of-way.
3. Collect pre-construction walk-through and photographic documentation.
4. Mobilize equipment and materials necessary to perform work.
5. Implement MOT for Eagle Trace Boulevard.
6. Establish staging area near Site 1A along Eagle Trace Boulevard.
7. Remove fences, walls and piping encroaching into canal right-of-way.
8. Install silt barriers within the canal to limit construction runoff into the canals.
9. Establish design grade of canal banks as per design by removing organic materials along canal bank. Verify grades and elevations using field GPS survey equipment. Dispose of organic material at an off-site location.
10. Place rip-rap stone per design. During the placement of rip-rap stone, divers will be in the canal to insure proper placement and filling of voids.
11. Install and anchor non-woven geotextile per design.
12. Place stone rip-rap per design.
13. Extend private irrigation lines into the canal and finish per design.
14. Extend drainage lines beyond canal bank as per design.
15. Collect final elevations using a licensed land surveyor. Final elevations will be compared to design drawings.
16. Place top soil above rip rap per section design.
17. Install sod to match existing.
18. Clean and restore construction site prior to Substantial Completion Inspection.

19. De-mobilize and remove all equipment from Site 1A and Owner's facilities.

Additional Construction Activities:

1. Site 1A – prepare staging area at north end of canal on Eagle Trace Boulevard. Prepare access road from staging area to north end of lake. Geotextile fabric will be used to segregate rock from sod. Following completion of work, remove access road, restore grade and re-sod to match original conditions.
2. A flag person will be on site during working hours to direct traffic near and around construction vehicles during equipment and material deliveries. Following completion of construction, the roadway will be cleaned and restored to original condition.

Assumptions

Assumptions for the project are as follows:

- An allowance of \$50,000 is included with this project. Allowance is only to be accessed with OWNER's written approval. Unused portion of allowance to be credited back to OWNER. Allowance is in place for use at the OWNER's discretion for additional work or for unforeseen conditions.
- Working hours will be Monday through Friday from approximately 8:00 AM until 5:00 PM or as determined by Eagle Trace Home Owners Association.
- Work at Site 1A will begin no earlier than May 2, 2016 and be complete no later than July 31, 2016. Project closeout will occur by August 31, 2016.
- Subcontractor's price includes up to 12,834 tons of rip-rap bedding material. In the event that a quantity less than this amount is used,

OWNER will be reimbursed at the rate of \$39.44 / ton for unused material.

- Subcontractor to provide sanitary facilities at job site in the vicinity of the staging area.
- Permits will not be required for work performed within the CSID right-of-way. Vegetation removal permits will not be required.
- Disturbed irrigation systems will be returned to their existing conditions. Property Owner will be requested to demonstrate system operation prior to construction disturbance.
- Structural repair to adjacent facilities not due to canal bank stabilization activities is beyond the scope of this project. No fences, decks or docks will be disturbed or replaced under this work authorization.
- An 8-week construction duration, excluding mobilization and demobilization is assumed.
- When necessary, OWNER will assist in coordination with Homeowner's Associations.

Section 3 – Location

The services to be performed by the FIRM shall be on the following site or sites:

Site 1A – 1801, 1813 and 1825 NW 126th Way (Eagle Trace)

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Pre and post-construction video and still pictures of adjacent properties
- Submittals for materials to be used in the restoration process (geotextile fabric, No. 2 DOT coarse aggregate (rip-rap), and sod), have been reviewed during the execution of CSID WA-112. These will be reviewed to insure materials used during this phase match original submittals.
- Construction Improvements
- Record Drawings of Improvements

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	0 Days – 4/04/16
Coordination & Procurement	30 days – 5/02/16
Site 1A Restoration	70 days – 7/15/16
Demobilization	7 days – 7/22/16
Project Closeout	35 days – 8/26/31
Final Completion	By 8/31/2016

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida's Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
2. Total job price: **\$1,316,474.00**. Price includes bonding and an allowance of \$50,000.00.
3. On the terms contained in the FIRM's said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this contract.
4. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope of services and may be adjusted based on final detail design and alternative selections or omissions. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
5. A Budget Summary for the above LS is provided in Attachment A.

Section 7 – Application for Progress Payment

1. Unless otherwise prescribed by law, at the end of each month, the FIRM shall submit to the OWNER for review, an Application for Progress Payment filled out and signed by the FIRM covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the AGREEMENT.
2. The Application for Progress Payment shall identify the amount of the FIRM Total Earnings to Date based upon value of original contract Work performed to date as approved by fully executed Change Orders.
3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 10% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. 218.70 *et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.
4. When the OWNER determines the Work to be Substantially Complete, the OWNER may reduce the retainage to five percent (5%) of the dollar value

of all Work satisfactorily completed to date, provided that the FIRM is making satisfactory progress toward Final Completion of the Work, that in the opinion of both the Engineer and the OWNER there is no specific cause for a greater retainage, and the FIRM obtains the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to ten percent (10%) if the OWNER determines, at its discretion or the Engineer's discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.

5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
 - a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.
 - b. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
 - c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.
 - d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).

7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien, or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.
9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.
10. The Engineer shall, within ten (10) days after receipt of each Application for Progress Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the FIRM indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the FIRM may make the necessary corrections and resubmit the Application. Twenty (20) days after presentation of the application for progress payment to the OWNER with the Engineer's recommendation, the amount approved will

(subject to the provisions of the following Paragraph) become due and when due will be paid by the OWNER to the FIRM.

In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq*, demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.

11. The OWNER may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date on which the invoice is stamped as received (with a copy to the Engineer) which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the

performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

8.1 The OWNER hereby designates Randy Frederick as the OWNER's representative.

8.2 In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:

- Provide copies of existing drawings and equipment cut sheets if requested by FIRM
- Pay for any required permit fees

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates Rick Olson as the FIRM's representative.

Section 9 – Insurance

The FIRM shall provide certificate of insurance to the OWNER setting forth the type and amount of insurance carried by the FIRM and conforming to the minimum requirements set forth in the AGREEMENT.

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

The Firm shall indemnify and hold harmless the Owner and its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of fourteen (14) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank
Printed Name of President

Date

Approved as to form and legality

District Counsel

ENGINEER

State of Florida
County of Palm Beach

Company

The foregoing instrument was
acknowledged before me on this

___ day of _____, 2016 by

Signature

who is personally known to me OR
produced _____
as identification.

Troy Lyn, P.E., Vice President
Name and Title (typed or printed)

Signature of Notary

Date

Attachment A

Budget Summary

Takeoff Worksheet
 Coral Springs Improvement District
 165101 - CSID Site 1A Canal Bank Stabilization

		Unit	Quantity		Ext. Price	
Bid Item	1	Engineering and Project Management				
		Project Management	LOT	1	\$	16,640.00
		Community Outreach	LOT	1	\$	3,800.00
		Progress Meetings	LOT	1	\$	3,200.00
		Review and Approve Submittals	LOT	1	\$	900.00
		Respond to Contractor RFI	LOT	1	\$	1,800.00
		Periodic Site Inspection	LOT	1	\$	17,600.00
		Substantial Completion Inspections	LOT	1	\$	1,600.00
		Final Completion Inspections	LOT	1	\$	2,850.00
		Record Drawings	LOT	1	\$	2,800.00
		Construction Certification & Closeout	LOT	1	\$	4,340.00
		Engineering Subconsultant (ADA)	LOT	1	\$	25,789.05
		Bid Item Total			\$	81,319.05
Bid Item	2	Construction - Canal Bank Stabilization at Site 1A				
		MOB / DEMOB	LOT		\$	61,681.63
		Temporary Facilities	LOT		\$	8,400.00
		Maintenance of Traffic	LOT		\$	8,925.00
		Equipment Rental & Labor	LOT		\$	499,348.43
		Survey	LOT		\$	3,675.00
		Utility Locates	LOT		\$	2,625.00
		Testing Services	LOT		\$	1,575.00
		Bedding Material (Rip-Rap)	LOT		\$	531,481.61
		Top Soil	LOT		\$	17,325.00
		Sod	LOT		\$	8,924.21
		Silt Barrier	LOT		\$	6,300.00
		Utility Restoration	LOT		\$	4,725.00
		Reimbursable Expenses	LOT		\$	1,200.00
		Bid Item Total			\$	1,156,185.88
Bid Item	25	Allowance				
		Allowance			\$	50,000.00
		Bid Item Total			\$	50,000.00
Bid Item	60	Bond				
		Bond			\$	28,968.84
		Bid Item Total			\$	28,968.84
		Grand Total:			\$	1,316,474.00