

AMENDMENT NUMBER 1
CONTRACT BETWEEN CORAL SPRINGS IMPROVEMENT DISTRICT
and
GLOBALTECH, INC

Effective this 20 day of April 2015, and in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, made on 18th of June 2012, as follows:

Change SPECIAL CONDITIONS - TERM OF CONTRACT Specified in RFQ No. WS 2012-3 of the Contract Documents

From

TERM OF CONTRACT:

The initial contract term shall be for three (3) years from the effective date of the contract. The District reserves the right to extend the contract for two (2) additional, one (1) year renewal term, providing both parties agree to the extension; all terms, conditions, and specifications remain the same, and such extension is approved by the District. The District also reserves the right to extend the initial terms beyond what is specified herein by a vote of the Board of Supervisors.

To

TERM OF CONTRACT:

The term of the contract shall be automatically renewed annually on June 18th unless terminated in writing by either party on or before the renewal date.

(SEAL)

ATTEST:

Kenneth McCall

Kenneth C. McCall
Printed name of Witness

Printed name of Witness

Printed name of Witness

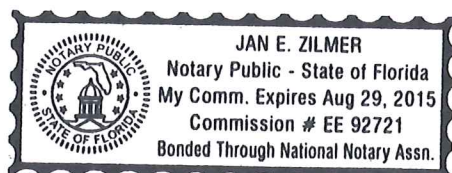
State of Florida
County of ~~Palm Beach~~ Broward

The foregoing instrument was
acknowledged before me on this

21 day of April, 2015 by

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

Jane E. Zilmer
Signature of Notary



CORAL SPRINGS IMPROVEMENT DISTRICT

Dr. Martin Shank

President

Dr. Martin Shank
Printed name

4/20/15
Date

Approved as to form and legality

District Counsel

ENGINEER

Globaltech Inc.
Company

Troy L. Lyn
Signature

Troy L. Lyn, Vice President

Name and title (typed or printed)

4/21/15
Date

**CONTRACT BETWEEN CORAL SPRINGS IMPROVEMENT DISTRICT
and
GLOBALTECH, INC**

This Contract is made this 18 day of June, 2012 by and between **CORAL SPRINGS IMPROVEMENT DISTRICT** a public body, whose address is 10300 11th Manor, Coral Springs, Florida 33071 (hereinafter referred to as “**CSID**”) and **GLOBALTECH, INC.**, a Florida corporation licensed to do business in Florida, whose address is 1075 Broken Sound Parkway, Boca Raton, Florida 33487 (hereinafter referred to as “**ENGINEER**”).

WHEREAS, the ENGINEER and its sub-consultants have specialized skill and interest in providing professional engineering consulting services in connection with CSID’s operation and maintenance of its water control system, and water, wastewater and sewer systems, and further providing design-build services for projects in connection with the aforementioned systems; and

WHEREAS the ENGINEER has timely submitted a proposal to CSID in response to RFQ No. WS-2012-3 for the provision of those services; and

WHEREAS the ENGINEER has been selected by CSID in accordance with § 287.055, Florida Statutes, the Florida Consultant’s Competitive Negotiation Acts (“CCNA”):

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

SECTION ONE. Contract Documents. The ENGINEER, having been awarded the Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis in accordance with the Request for Qualifications RFQ No. WS 2012-3, and in for and in consideration of the promises, covenants and agreements, and payments specified herein by the ENGINEER and CSID, the ENGINEER hereby covenants and agrees to perform and execute all tasks identified in the Contract Documents, in a professional and workmanlike manner, and to furnish all professional engineering and design-build services, materials, labor supervision, equipment, supplies, fees, expertise and other services necessary to fully complete all work in accordance with the Contract Documents and in accordance with applicable codes, governing regulations, and professional engineering standards within the time limits specified in any Work Authorization issued under this Contract. The Contract Documents consist of the following documents, as and when issued, which shall be incorporated herein by reference:

- A. Contract
- B. Completed Bonds, Guarantees and Insurance Forms
- C. Conditions specified in RFQ No. WS 2012-3

- D. Technical Specifications
- E. CSID provided or approved Drawings
- F. Work Authorizations when issued and as may be amended or supplemented in writing.

The ENGINEER accepts as full compensation for the satisfactory performance of this Contract such sums as shall be authorized by any Work Authorizations as may be issued by CSID. The prices agreed to in such Work Authorizations are for completed work accepted by CSID set forth therein and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until final acceptance by CSID. It is understood that for each issued Work Authorization, the ENGINEER will hold and maintain current, appropriate certifications and/or licenses for the purpose of performing the specified work pursuant to this Contract. The time limit for the substantial completion and final completion of all work under this Contract shall be as stated in the issued Work Authorization.

SECTION TWO. Independent Contractor Relationship. The ENGINEER is, and shall be, in course of performing all work services and activities under this Contract, an independent contractor, and is not an employee, agent or servant of CSID. Accordingly, all persons, firms, consultants or subcontractors engaged by the ENGINEER in any portion of the work or services performed under this Contract shall at all times, and in all places be subject to the ENGINEER'S sole discretion, supervision and control. The ENGINEER shall exercise control over the means and manner in which the ENGINEER and its employees, consultants or subcontractors perform all portions of the work, and in all respects the ENGINEER'S relationship and the relationship of its employees, consultants or subcontractors with CSID shall be that of an independent contractor and not as an employee, agent or servant of CSID.

SECTION TWO. General Scope of Work. ENGINEER agrees to perform all work necessary for providing professional engineering services in connection with CSID's, water control system, water, wastewater and sewer systems, associated facilities, and related functions on behalf of CSID, per Chapter 298, Florida Statutes:

- 2.1. The ENGINEER will provide general engineering services to CSID including:
 - a. Preparation and review of any necessary reports and applications.
 - b. Attendance at all meetings of the CSID Board of Supervisors.
 - c. Assistance and support in meetings with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies, annual budgets, and other necessary related tasks in support thereof.

- d. Promptly respond to inquiries from CSID Staff and the Board of Supervisors and provide engineering advice and consulting services to CSID on an as needed basis.
 - e. Performance of any other duties related to the provision of infrastructure and services as requested by the Board of Supervisors pursuant to either Chapter 298, Florida Statutes or the CSID Special Act.
- 2.2. The ENGINEER shall also provide design-build consulting services on a project-by-project basis, as needed by CSID and as approved in written Work Authorizations from time to time, including services in the following disciplines: architecture, civil engineering (including structural, geotechnical environmental and transportation); industrial and safety engineering, construction engineering, structural systems engineering, applied engineering, construction engineering inspection (CEI), electrical systems engineering, surveying, mapping and GIS services, environmental, geotechnical and hydraulic investigations, assessments and reports, and construction management services.
- 2.2.1 Pursuant to Work Authorizations issued under this Contract, the ENGINEER shall supervise and direct the work competently and efficiently devoting sufficient resources, manpower and attention thereto, and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract and the Contract Documents, including applicable Work Authorizations. The ENGINEER shall be solely and completely responsible for the means, methods, techniques, sequences, and procedures of construction as well as site security, safety precautions and programs incident thereto. The ENGINEER shall be responsible for ensuring that the finished work complies accurately with the Contract Documents, including approved plans, specifications, designs and Work Authorizations, is responsible for maintaining the good condition of the work, the materials and the project site until final acceptance of a project by CSID. The ENGINEER shall bear all losses resulting from weather, fire, the elements, or other causes of any and every kind or nature prior to final acceptance of the project by CSID.
- 2.2.2 The ENGINEER shall designate in writing and keep on the work site at all times during the progress of the work, a technically qualified design-build project manager acceptable to CSID to act as liason between the ENGINEER and CSID. The project manager shall not be replaced without prior written notice to CSID. The ENGINEER shall act as the design-build entity's representative at the site and shall have full authority to act as such. All communications given to the ENGINEER shall be binding as if given to

directly to the design-build entity. The design-build entity shall issue all its communications to CSID through the ENGINEER.

- 2.2.3 During a project, the ENGINEER shall be present at the work site at all times while the work is in progress. Failure to observe this requirement shall be deemed to be a suspension of the work by the ENGINEER until such time as the ENGINEER is again present at the site.
- 2.2.4 All materials shall be supplied and the work shall be done in accordance with the rules, requirements, regulations and directives of local, state and federal regulatory authorities having jurisdiction over the project. The ENGINEER is responsible for making itself aware of any current laws or ordinances which may affect the ENGINEER'S or the design-build entity's access to the property, the times of day when work may occur, or may otherwise affect the performance of the work in any manner whatsoever. CSID shall not be liable to the ENGINEER or its consultants or subcontractors, including the design-build entity, for any action of any other governmental or private entity which impacts the ENGINEER'S or design-build entity's costs or schedule for completing the work.
- 2.2.5 Except as otherwise provided herein or in a specific Work Authorization, neither the ENGINEER nor any design-build entity shall receive additional compensation for overtime work (i.e. work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one calendar week), even though such overtime work may be required under emergency conditions and if so, may be ordered by CSID in writing. Additional compensation will be paid to the ENGINEER and/or the design-build entity for overtime work only in the event extra work is ordered by CSID and the supplement to the Work Authorization specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the ENGINEER or design-build entity for overtime work of a similar nature in the same locality.
- 2.2.6 The ENGINEER shall ensure that all design-build work undertaken pursuant to this Contract, the Contract Documents and any Work Authorization issued pursuant thereto, is secured by a sufficient payment and performance bond meeting the requirements of §§ 255.05 and 713.23, Florida Statutes.
- 2.2.7 Unless otherwise specified in the Contract Documents, including any Work Authorizations issued pursuant thereto, the ENGINEER shall furnish and assume full responsibility for the timely provision of all materials, equipment, labor, transportation, construction equipment and machinery,

tools, appliances, fuel, power, light, heat, telephone, water, drainage, sanitary facilities, and other facilities and incidentals necessary for the performance, testing, start-up and final completion of the work. In emergencies affecting the safety or protection of persons or the work or the property at the site or adjacent thereto, the ENGINEER, without special instructions or authorization from CSID, is obligated to take appropriate action to prevent threatened damage, injury or loss. The ENGINEER shall give CSID prompt written notice if the ENGINEER believes that any significant changes in the work or variances from the Contract Documents have been caused thereby. If CSID determines that a change in the Contract Documents is required because of the action taken by the ENGINEER in response to an emergency, a supplement to the Work Authorization will be issued to document the consequences of the change or variations.

- 2.3. The ENGINEER shall prepare or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by CSID's Board of Supervisors. This may also include, but is not limited to, rendering assistance in drafting of forms, proposals and contracts, issuance of certificates of construction and payment, assisting and/or supervising the bidding process, processing payment orders, and any other activities required by the Board of Supervisors.
- 2.4. With respect to operation and maintenance of facilities, the ENGINEER shall render other such services as authorized in writing by CSID.

SECTION THREE. Guarantee. The ENGINEER guarantees that the work and services to be performed under the Contract and all workmanship, materials, and equipment performed, furnished, used, or installed in any work shall be free from defects and flaws and the work shall be performed and furnished in strict accordance with the Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Contract shall be fulfilled. The ENGINEER shall, at its cost, remedy all defects in any work authorized under this Contract and shall repair, correct, or replace all damage to the other work, persons or property resulting from failures covered by the guarantee. The guarantee shall remain in effect for one (1) year from the date of final acceptance of a project unless a longer period is specified. CSID shall give notice of observed defects with reasonable promptness.

SECTION FOUR. Term. The term of this Contract shall be for three years from the date of this Contract's execution, subject to annual review and renewal in writing unless terminated by either party in accordance with this contract. The date of this Contract's

execution shall be the date upon which this contract as previously executed by the ENGINEER, is approved by the Board of Supervisors and executed by CSID.

SECTION FIVE. Method of Authorization. Each service or project shall be authorized in writing by CSID. The written authorization shall be incorporated into a Work Authorization that shall include the scope of work, compensation schedules, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects shall be at the sole option of CSID. By executing this Contract, ENGINEER acknowledges that CSID reserves the right to utilize other engineering consultants from time to time in the sole discretion of CSID.

SECTION SIX. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be expressly stipulated in each Work Authorization. One of the following methods shall be utilized:

- 6.1. Lump Sum Amount: CSID and ENGINEER shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- 6.2. Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where CSID desires the use of hourly compensation rates, the rates in Attachment 1 shall remain in effect. On the anniversary of the execution of this Contract, the parties may renegotiate the hourly compensation rates.

SECTION SEVEN. Reimbursable expenses. Reimbursable expenses consist of actual expenditures made by ENGINEER, its employees, or its subcontractors or consultants incurred in furtherance of a project for the incidental items listed below:

- 7.1. Per diem expenses for living expenses, mileage and tolls. All expenditures shall be made in accordance with Chapter 112, Florida Statutes and with CSID's travel policy.
- 7.2. Expenses incurred in the reproduction, postage and handling of drawings, specifications, public records or documents except where otherwise provided under SECTION 9 of this Contract.
- 7.3. Other expenses for which reimbursement is authorized pursuant to Chapter 112, Florida Statutes.

SECTION EIGHT. Insurance. ENGINEER shall, at its own expense, maintain insurance during the performance its services under this Contract, with limits of liability not less than the following:

- 8.1 Workers Compensation Insurance: Applicable to all employees in compliance with Florida Statutes and all applicable Federal laws. In addition, ENGINEER's policy/policies must shall include Employer's Liability Coverage with limits of at least one hundred thousand dollars (\$100,000.00) per accident, five hundred thousand dollars (\$500,000.00) per each disease and one hundred thousand dollars (\$100,000.00) aggregate by disease. In the event that the ENGINEER leases employees under the alternate employee laws of the State of Florida, the ENGINEER shall maintain a policy meeting the aforementioned requirements even though not required by the Workers Compensation Laws of the State of Florida. Filed certificate of exemption forms will not satisfy this provision.
- 8.2. Comprehensive General Liability Insurance: Shall be maintained with minimum limits of one million dollars (\$1,000,000.00) or alternatively, the sum of Comprehensive General Liability Insurance limits and Excess Liability Insurance Limits shall equal or exceed one million dollars (\$1,000,000.00).
- 8.3. Automobile Liability Insurance: Shall be maintained with minimum limits of one million dollars (\$1,000,000.00) per occurrence.
- 8.4. Blanket Professional Liability Insurance: Shall be maintained at all times with minimum limits of one million dollars (\$1,000,000.00)
- 8.5 Deductibles for all aforementioned insurance coverage shall not exceed five percent (5%).
- 8.6 The ENGINEER shall maintain the aforementioned insurance coverage at all times while this contract remains in force and effect, including any renewals or extensions. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida and who maintains a minimum rating of B+ or better, in accordance with the most recent edition of A.M. Best's Insurance Guide.
- 8.7. The ENGINEER shall provide CSID with certificates of insurance demonstrating compliance with the above terms, and CSID shall be named as an additional insured and shall be listed as such on all certificates of insurance except on the workers compensation and professional liability policies. Certificates of insurance furnished in compliance with this Contract shall specify that CSID shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New certificates

of insurance shall be provided to CSID at least fifteen (15) days prior to policy renewals.

- 8.8. The receipt of certificates of insurance or other documents of insurance or policies or copies of policies by CSID or by any of its representatives, which indicate less coverage than required under Sections 6.1 through 6.4 shall not be deemed a waiver of the ENGINEER'S obligation to maintain the minimum insurance coverage specified under this Contract. Failure to maintain the minimum required insurance and to furnish certificates of insurance in compliance with these terms will, within CSID's sole discretion, constitute a basis for termination of this Contract for cause under Section 8 below.
- 8.9 Notwithstanding the foregoing, CSID reserves the right in its sole discretion to require additional insurance coverage be maintained by ENGINEER.

SECTION NINE. Termination. This Contract may be terminated by either party for convenience on thirty (30) days written notice. Alternatively, this Contract may be terminated for cause if either party fails substantially to perform its obligations under the terms of this Contract or any Work Authorizations through no fault of the other, and fails to commence correction or cure of such non-performance within five (5) days written notice or fails to diligently and promptly complete the correction thereafter. In the event of termination, the ENGINEER shall be paid as compensation in full for services completed to the day of such termination, an amount prorated in accordance with services substantially completed under this Contract. Such amounts shall be paid by CSID only after inspection by CSID to determine the extent of performance under this Contract, whether complete or in progress.

SECTION TEN: Records and Documents. All records in any form whatsoever in the possession of the ENGINEER or the ENGINEER'S consultants or sub-contractors created, received or maintained in connection with the ENGINEER'S scope of work under this Contract shall be maintained as set forth in this contract. "Records" and "documents" as used in this Contract include but are not limited to all submittals, correspondence, emails, minutes, memoranda, tape recordings, videos, surveys, drawings, schematics, designs, photographs, reports, studies, measurements sampling data or any other documents, regardless of the medium or form in which they are kept, that are created, received kept and/or maintained by the ENGINEER or the ENGINEER'S consultants or subcontracts in connection with the scope of work under this Contract. Such records include documents reflecting time expended by the ENGINEER and its personnel, consultants and subcontractors in performance of its duties under this Contract.

- 10.1. Ownership of Preliminary and Final Records and Documentation. All and documentation, whether preliminary or final, in any form whatsoever, whether created by ENGINEER or its consultants and subcontractors or otherwise received or kept by them in connection with the scope of work under this Contract shall become and remain the sole property of CSID. The Engineer shall maintain original documents thereof and shall provide reproducible copies of all records and documents to CSID in a digital format that can be read by CSID. CSID shall have the right to inspect all records or documents, including those in electronic format. In the event that CSID, in its sole discretion, elects to inspect its records or documents in possession of the ENGINEER and seeks additional copies of such records or documents, ENGINEER may not charge CSID for staff time (if any) to organize, review or retrieve said documents, but may, at engineer's discretion charge CSID for the actual cost of reproducing additional copies of such documents. All original records and documents in possession of the ENGINEER or its consultants and subcontractors shall be returned to CSID within 30 days of termination of this Contract. Following termination of this Contract, ENGINEER may elect retain copies at its own expense.
- 10.2. Production or Inspection of Documents. Said records and documents identified in this section and in the possession of the ENGINEER or its consultants or subcontractors shall be made available, upon request by CSID, to any state federal or other governmental regulatory authorities and any such authorities may review.
- 10.3. Public Records Act. The ENGINEER acknowledges that records and documents created, received, held or maintained by the ENGINEER or its subcontractors or consultants are public records of CSID under Florida's Public Records Act, Chapter 119 Florida Statutes. ENGINEER shall maintain said records and documents as public records and shall, unless specifically exempted under the laws of the State of Florida, permit the inspection and copying of said records by members of the public submitting a public records request pursuant to Chapter 119 to CSID. The ENGINEER further agrees to abide by a retention schedule for all documents created, received, held or maintained by the ENGINEER or its consultants or subcontractors in compliance with the Public Records Act. The costs for making documents and records available for inspection and copying in response to a public records request shall be those costs permitted under the Public Records Act, and the ENGINEER agrees to promptly notify CSID with an estimate for the costs for making documents available for inspection or copying in response to receipt of a public record request.

- 10.4. **Audit Information.** The Engineer shall maintain auditable records concerning the performance under this Contract adequate to account for all receipts and expenditures, and to document compliance with the specifications of RFQ No. WS 2012-3 incorporated herein by reference and this Contract. These records shall be kept in accordance with generally accepted accounting principles, and CSID reserves the right to determine the record-keeping method in the event of non-conformity. Unless otherwise specified in writing by CSID or required under the record retention schedule under the Public Records Act, these records shall be maintained for at least three (3) years after final payment has been made and shall be readily available to CSID under Section 9.1 or to other persons under Section 9.2 and 9.3 of this Contract.

SECTION ELEVEN. Indemnity. In specific consideration for one percent (1%) of the compensation paid to the ENGINEER for services contracted to be performed under this Contract and various Work Authorizations approved under this Contract, ENGINEER agrees to indemnify, defend and hold harmless CSID, any of its officers, and employees from liability, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the ENGINEER and any other persons employed by the ENGINEER including the ENGINEER'S consultants and subcontractors and their employees or any other persons employed or utilized by the ENGINEER in performance of this Contract or any Work Authorizations issued pursuant to this Contract.

It is the specific intent of the parties to this Contract that the foregoing indemnification complies with § 725.08, Florida Statutes.

- 11.1 **Patents and Royalties.** The ENGINEER shall without exception, indemnify and save harmless CSID and its officers and employees from liability of any nature or kind, including costs and expenses for, or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by CSID. If the ENGINEER uses any design device or materials covered by letters, patents or copyright, it is mutually understood and agreed without exception, that the bid or proposal price for any work under this Contract shall include all royalties or costs arising from the use of such design, device or material in any way involved in the work.
- 11.2. **OSHA.** The ENGINEER warrants that all services provided to CSID under this Contract or any Work Authorizations issued under this Contract shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this

condition will be considered a material breach of this Contract and a basis for CSID'S termination of this Contract for cause under Section 8 above. Any fines levied because of failures to comply with these requirements shall be borne solely by the ENGINEER, and to the extent that any such fines are levied against CSID because of a failure of the ENGINEER or its consultants or subcontractors to comply with OSHA, the ENGINEER will indemnify, defend and hold CSID harmless regarding any such fines, penalties or costs, including reasonable attorney's fees arising from such noncompliance with OSHA standards.

SECTION TWELVE. Assignment. This Contract may not be assigned except with the written consent of CSID, and if so assigned, shall bind and be binding upon the successors and assigns of the ENGINEER.

SECTION THIRTEEN. Disclosure. The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Contract 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 the ENGINEER, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Contract.

SECTION FOURTEEN. Administration of this Agreement. The District Manager shall administer this Contract for CSID.

SECTION FIFTEEN. Notices. All notices required under this Contract shall be made in writing and sent to:

For CSID, to:

District Manager
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, Florida 33071

For the ENGINEER, to:

Troy Lyn, P.E.
Vice President
Globaltech, Inc.
1075 Broken Sound Parkway
Boca Raton, Florida 33487

SECTION SIXTEEN. Venue and Choice of Law. This Contract shall be interpreted and construed under the laws of the State of Florida. In the event that a dispute arises between CSID and the ENGINEER or its employees, consultants or subcontractors, under this Contract, venue shall be in Broward County, Florida. In the event that one party files suit to enforce the terms of this Contract or to remedy a material breach of this Contract, the prevailing party as evidenced by a final, un-appealed court order, shall be entitled to its reasonable attorney's fees and costs, including attorney's fees and costs for any appeals.

SECTION SEVENTEEN. Amendments. No Amendments or variations of the terms or conditions of this Contract shall be valid unless in writing, approved by the CSID Board of Supervisors and signed by both of the parties.

SECTION EIGHTEEN. Entire Agreement. This Contract, and the Contract Documents, constitute the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings and agreements.

SECTION NINETEEN. Interpretation. This Contract shall be interpreted as if both parties participated equally in its drafting. The terms of this Contract will not be interpreted in favor of one party or another based upon the responsibilities of drafting this Contract.

SECTION TWENTY. Third Party Beneficiaries. This Contract gives no rights or benefits to any third parties other than CSID and the ENGINEER and has no third party beneficiaries.

SECTION TWENTY-ONE. Severability. In the event that a court of competent jurisdiction enters a ruling rendering a term or portion of this Contract invalid and unenforceable, the invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this agreement which shall be deemed an original on the date last signed as written below.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(SEAL)

ATTEST:

Printed name of Witness

Printed name of Witness

Jennifer La Flam
Printed name of Witness

State of Florida
County of Broward

The foregoing instrument was
acknowledged before me on this
20th day of June, 2012 by
Dr. Martin Shank
who is personally known to me OR
produced _____
as identification.

Robin Dvorshak
Signature of Notary

**CORAL SPRINGS IMPROVEMENT
DISTRICT**

[Signature]
President

Printed name

Date

Approved as to form and legality

District Counsel

ENGINEER

Globaltech, Inc.
Company

[Signature]
Signature

Troy L. Lyn, PE - Vice President
Name and title (typed or printed)

6/20/12
Date

