

CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made and entered into this 26th day of January, 2023, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and ENCOPI, Inc., a Florida corporation ("Contractor"), ("Party" or collectively "Parties").

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 178-1, Project Number 12753, which was opened on October 6, 2023; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project;

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

**ARTICLE 1 – DEFINITIONS**

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion – Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order – A written order executed by both Parties authorizing a revision of this Agreement between the City and Contractor

CAM #25-0496  
Exhibit 2  
Page 1 of 166

that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issues on or after the effective date of the Agreement.

- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, and representatives, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The amount established in the bid submittal and award by the City Commission, as may be amended by Change Order.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, subcontractors, and suppliers.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the Agreement.
- 1.16 Final Completion Date – The date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's

knowledge, information and belief, the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

- 1.17 **Hazardous Materials (HAZMAT)** – Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 **Hazardous Substance** – As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste listed under Section 307[a] of the Clean Water Act); any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 **Hazardous Waste** – Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 **Holidays** – Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.
- 1.21 **Inspection** – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 **Notice of Award** – The written notice by the City to Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 **Notice to Proceed** – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 **Plans** – The official graphic representations of this Project that are a part of the Contract Documents.
- 1.25 **Premises (otherwise known as Site or Work Site)** – means the land, buildings, ~~OSM facilities~~, etc. upon which the Work is to be performed.



- 1.26 **Project** – The construction project described in the Contract Documents, including the Work described therein.
- 1.27 **Project Manager** – The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 **Punch List** – The City's list of Work yet to be completed or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 **Record Documents** – A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 **Record Drawings or "As-Builts"** – A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 **Substantially Completed Date** – That date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and Municipality or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.
- 1.32 **Work** – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 2 – SCOPE OF WORK**

- 2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

**Cooley's Landing Marina Park  
Administration Building Improvements  
ITB# 178-1 PROJECT #P12753**

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

CAM #25-0496  
Exhibit 2  
Page 4 of 166

CAM #23-1060  
Exhibit 34  
Page 4 of 40



## **PROJECT DESCRIPTION**

This Project is located at 450 Cooley Avenue in the City of Fort Lauderdale. The Work includes, but is not limited to, the complete administration building renovation including demolition, and the installation of walls, doors, LVT, tile and sealing flooring, wall tile, restrooms fixtures and accessories, toilet partitions, counters, acoustic ceilings, gypsum board ceiling, kitchen casework, plumbing, HVAC and electrical upgrades.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any Work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

## **ARTICLE 3 – SENIOR PROJECT MANAGER**

- 3.1 The Senior Project Manager is hereby designated by the City as Alex Torress whose address is 701 S. Andrews Avenue, Fort Lauderdale, Florida 33316, telephone number: (954) 828-6231, and email address is [atorres@fortlauderdale.gov](mailto:atorres@fortlauderdale.gov). The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## **ARTICLE 4 – CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement between the City and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets [ 1 ] to [ 22 ] inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number 1, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No. 178-1, Instructions to Bidders, and Bid Bond.

4.12 Contractor's response to the City's Invitation to Bid No. 178-1, dated October 3, 2023.

4.13 Schedule of Completion.

4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.

4.15 Any additional documents that are required to be submitted under the Agreement.

4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated \_\_\_\_\_, and any attachments.
- f. Invitation to Bid No. 178-1, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No. 178-1, dated October 3, 2023.
- h. Schedule of Values.
- i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

## **ARTICLE 5 – CONTRACT TIME**

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **ten (10)** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **90** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **60** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

## **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by written and fully executed Change Order, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of \$376,341.00, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a written and fully executed Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the total compensation payable to Contractor for performing the Work plus any Work done pursuant to a written and fully executed Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

## **ARTICLE 7 – PAYMENT**

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and



shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.

7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.

7.5.4 Damage to another contractor not remedied.

7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.

7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2023), as amended or revised, provided, however, a complete and error free pay application is submitted and approved.

7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this Agreement will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

7.8 Payment Card Industry (PCI) Compliance.

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the Agreement.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

8.1 Contractor is qualified in the field of public construction and in particular to perform the

CAM #25-0496

Exhibit 2

Page 8 of 166

CAM #23-1060

Exhibit 34

Page 8 of 40

**Work and services set forth in this Agreement.**

- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.**

**Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.**

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.**

- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.**

- 8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.**

- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.**

- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.**

- 8.8 Labor:**

- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order**

at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

## 8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of**



**this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.**

**8.11 Patent Fee and Royalties:** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

**8.12 Permits:** The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

**8.13 Law and Regulations:** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

**8.14 Taxes:** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by it in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

**8.15 Contractor Use of Premises:** The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind,

CAM #25-0496

Exhibit 2

Page 11 of 166

CAM #23-1060

Exhibit 34

Page 11 of 40

including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

**8.16 Project Coordination:** The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

**8.17 Project Record Documents and Final As-Builts (Record Drawings):** Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

**8.18 Safety and Protection:**

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

8.18.1.1 All employees working on the Project and other persons who may be

CAM #25-0496  
Exhibit 2  
Page 12 of 100

CAM #23-1060  
Exhibit 34  
Page 12 of 40

affected thereby.

- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, release and discharge the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, an approved and fully executed Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all

CAM #25-0496

Exhibit 2

Page 13 of 166

CAM #23-1060

Exhibit 34

Page 13 of 40



notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers and representatives (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, or agents, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or

legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

- 8.23 **No Liens:** If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 8.24 **Weather Emergencies:** Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 **Force Majeure:** No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other Party or that could not have been reasonably foreseen

and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

## **ARTICLE 9 – CITY'S RESPONSIBILITIES**

- 9.1 The City shall furnish the data required of the City under the Contract Documents

CAM #25-0496  
Exhibit 2

Page 46 of 196

CAM #23-1060  
Exhibit 34  
Page 16 of 40

promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.

9.3 Technical Clarifications and Interpretations:

9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **ARTICLE 10 – BONDS AND INSURANCE**

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

CAM #25-0496  
Exhibit 2  
Page 17 of 166

CAM #23-1060  
Exhibit 34  
Page 17 of 40



**10.1.1 Performance Bond:** The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2023), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

**10.2 Disqualification of Surety:** If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

**10.3 Insurance:**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

#### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents and representatives.

#### **Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

#### **Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### **Asbestos Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2023), as may be amended or revised. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers

for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
1 East Broward Boulevard  
Fort Lauderdale, FL 33301

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.**

#### **ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**11.1 Warranty:** The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

**11.1.1 Warranty of Title:** The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

**11.1.2 Warranty of Specifications:** The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

**11.1.3 Warranty of Merchantability:** The Contractor warrants that any and all equipment

CAM #25-0496

Exhibit 2

CAM #23-1060

Exhibit 34

Page 21 of 40



to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

- 11.2 Tests and Inspections:** Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the Work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

**11.2.1** Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

- 11.3 Uncovering Work:** If any Work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

**11.3.1** If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

- 11.4 City May Stop the Work:** If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

- 11.5 Correction or Removal of Defective Work Before Final Payment:** If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified

by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

- 11.6 **One Year Correction Period After Final Payment:** If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 **Acceptance of Defective Work, Deductions:** If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

- 11.8 **City May Correct Defective Work:** If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

## **ARTICLE 12 – INDEMNIFICATION**

- 12.1 **Disclaimer of Liability:** The City shall not at any time be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of

CAM #25-0496

Exhibit 2

Page 23 of 166

CAM #23-1060

Exhibit 34

Page 23 of 40

**Contractor's construction and fulfillment of this Agreement.**

**12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:**

**12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees elected and appointed officials, agents and representatives from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.**

**12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its representatives, employees, officers, and agents, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.**

**12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.**

**12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.**

**Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to**

Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

- 12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2023), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### **ARTICLE 13 – CHANGES IN THE WORK**

- 13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of an approved and fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor prior to commencement of the Work.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

### **ARTICLE 14 – CHANGE OF CONTRACT PRICE**

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

CAM #23-0496  
Exhibit 2  
Page 25 of 166



**14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.**

**Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.**

**14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.**

**14.1.3 Supplemental costs including the following:**

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.**
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.**
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.**
- 14.1.3.4 Royalty payments and fees for permits and licenses.**
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.**
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.**
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.**

**14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered with twenty (20) days of such occurrence unless Project Manager allows an additional period**

of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

**14.3 Not Included in the Cost of the Work:** The term "Cost of the Work" shall **not** include any of the following:

- 14.3.1** Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
- 14.3.2** Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3** Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4** Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
- 14.3.5** Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.

**14.4 Basis of Compensation:** The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

**14.4.1** A mutually acceptable negotiated fee:

**14.4.1.1** For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

**14.4.1.2** No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

**14.4.1.3** The amount of credit to be allowed by the Contractor to the City for any

CAM #25-0496

Exhibit 2

Page 7 of 16

CAM #23-1060

Exhibit 34

Page 27 of 40

such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 **Cost Breakdown Required:** Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

## **ARTICLE 15 – CHANGE OF THE CONTRACT TIME**

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.5 **Rights of Various Interests:** Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project

Manager to secure the completion of the various portions of the Work in general harmony.

## **ARTICLE 16 – LIQUIDATED DAMAGES**

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred Dollars (\$200.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The



Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

**17.2 City's Right to Terminate Contract:** The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

**17.2.1** If the Contractor makes a general assignment for the benefit of creditors.

**17.2.2** If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

**17.2.3** If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

**17.2.4** If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

**17.2.5** If the Contractor repeatedly disregards proper safety procedures.

**17.2.6** If the Contractor disregards any local, state or federal laws or regulations.

**17.2.7** If the Contractor otherwise violates any provisions of this Agreement.

**17.3** If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

**17.3.1** If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.

used pursuant to  
17.5.2  
Page 30 of 166

**17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.**

**17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:**

**17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:**

**17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.**

**17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.**

**17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.**

**17.4.2 Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:**

**CAM #23-1060  
Exhibit 2  
Page 31 of 166**

**CAM #23-1060  
Exhibit 34  
Page 31 of 40**

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.
- 17.6 Where the Contractor's service has been terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## **ARTICLE 18 – DISPUTE RESOLUTION**

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of 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 Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

## **ARTICLE 19 – NOTICES**

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

Alex Torres  
Senior Project Manager  
City of Fort Lauderdale  
701 S. Andrews Avenue  
Fort Lauderdale, Florida 33316  
Telephone: (954) 828-6231  
E-mail: [atorres@fortlauderdale.gov](mailto:atorres@fortlauderdale.gov)

with copies to:

City Manager and City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard  
Fort Lauderdale, Florida 33301

To the Contractor:

Wolmer De Oliveira  
President  
ENCOP, Inc.  
7858 SW 3rd Street  
North Lauderdale, Florida 33068  
Telephone: (754) 367-2115  
E-mail: [Wolmer@ENCOPInc.Com](mailto:Wolmer@ENCOPInc.Com)

## **ARTICLE 20 – LIMITATION OF LIABILITY**

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit

CAM #25-0496

Exhibit 2

Page 33 of 100

CAM #23-1060

Exhibit 34

Page 33 of 40



on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2023), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

#### **ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL**

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### **ARTICLE 22 – MISCELLANEOUS**

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies

CAM #25-0496

Exhibit 2

Page 34 of 166

CAM #23-1060

Exhibit 34

Page 34 of 40

available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Scrutinized Companies:  
The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following

a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases 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 cancellation of the City purchase and may result in Contractor debarment.

22.9 **Attorney Fees:** If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 **Public Records:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CAM #25-0496  
Exhibit 2  
Page 36 of 166

CAM #23-1060  
Exhibit 34  
Page 36 of 40

**22.11 Non-Discrimination:**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**22.12 E-Verify:**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.



4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By: \_\_\_\_\_

GREG CHAVARRIA  
City Manager

Date: \_\_\_\_\_

January 26, 2024

ATTEST:

By: \_\_\_\_\_

DAVID R. SOLOMAN  
City Clerk



Approved as to Legal Form and Correctness:  
Thomas J. Ansbros, City Attorney

By: \_\_\_\_\_

RHONDA MONTOYA HASAN  
Assistant City Attorney

25-0496  
Exhibit 2  
Page 40 of 166

25-0496  
Exhibit 2  
Page 40 of 166

25-0496  
Exhibit 2  
Page 40 of 166

25-0496  
Exhibit 2  
Page 40 of 166

25-0496  
Exhibit 2  
Page 40 of 166



25-0496  
Exhibit 2  
Page 40 of 166

25-0496  
Exhibit 2  
Page 40 of 166

25-0496  
Exhibit 2  
Page 40 of 166


**CONTRACTOR**

WITNESSES:


ENCOP, Inc., a Florida corporation

  
\_\_\_\_\_  
LUCAS EDUARDO BIDART FORANADES  
Print Name

By:   
\_\_\_\_\_  
Wolmer De Oliveira, President

  
\_\_\_\_\_  
Daphne Bidart.  
Print Name

ATTEST: Ana Raquel De Oliveira


By:   
\_\_\_\_\_  
Secretary

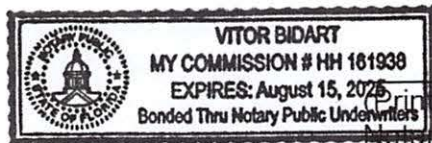
(CORPORATE SEAL)

STATE OF FLORIDA :

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of DECEMBER, 2023, by Wolmer De Oliveira, as President, for ENCOP, Inc., a Florida corporation.

  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)



Print, Type, or Stamp Commissioned Name of  
Notary Public)

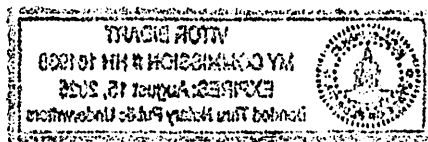
Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

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 have ADDITIONAL INSURED provisions or 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	<b>Express Service Insurance</b> <b>20925 Lyons Rd</b> <b>Boca Raton, FL 33428</b>	CONTACT NAME: <b>Ana Tacila</b> PHONE (A/C No. Ext): <b>(954)943-7900</b> FAX (A/C No): <b>(754)227-6363</b> E-MAIL ADDRESS: <b>coi@express4u.com</b>
INSURED	<b>ENCOP INC.</b> <b>7858 SW 3rd St</b> <b>N Lauderdale, FL 33068</b>	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Progressive Commercial</b> NAIC # <b>10193</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00001770-577611

REVISION NUMBER: 107

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	08461135	12/17/2022	12/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>100,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY INSURANCE HAS AN A.I. BLANKET

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Fort Lauderdale</b> <b>100 N. Andrews Avenue</b> <b>Fort Lauderdale, FL 33301</b>	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  CAM #25-0496 Exhibit 2 Page 43 of 166 (ATT)
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/26/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> (855) 222-5919	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> support@nextinsurance.com		
<b>INSURED</b> ENCOP, INC. 7858 SW 3rd St North Lauderdale, FL 33068	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> State National Insurance Company, Inc.		12831
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER: 610407633

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NXT7DQ3QKD-01-GL	09/22/2023	09/22/2024	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION S</b> <input type="checkbox"/>						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X		NXT7DQ3QKD-01-GL	09/22/2023	09/22/2024	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Fort Lauderdale. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

## CERTIFICATE HOLDER

City of Fort Lauderdale  
BID/EVENT NO. 178, PROJECT NO. P12753, Cooley's  
Landing Marina Park Administration Building  
Improvements  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

## LIVE CERTIFICATE



Click or scan to view

## 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

*Ann Lopez*

CAM #25-0496  
Exhibit 2

© 1988-2015 ACORD CORPORATION. All rights reserved.

**SURETY BOND****IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES**

THIS IS A SURETY BOND given by ENCOP, INC. the "Contractor" as principal, referred to in this Bond as "Contractor" and Arch Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$376,341.00 (THREE HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FORTY-ONE DOLLARS AND NO CENTS) for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

<b>Owner Name:</b>	CITY OF FORT LAUDERDALE a municipal corporation of the State of Florida	<b>INSTR # 119320119</b> Recorded 01/05/24 at 01:38 PM Broward County Commission 3 Page(s) #1
<b>Owner Address and Telephone:</b>	City Hall, Public Works Department 100 N. Andrews Avenue Fort Lauderdale, Florida 33301 (954) 828-5772	
<b>Bond No.:</b>	SU1197858	
<b>Contractor Name, Address, Telephone:</b>	ENCOP, INC. 7858 SW 3 <sup>RD</sup> STREET NORTH LAUDERDALE, FLORIDA 33068 Telephone: (754) 367-2115	
<b>Surety Company, Address, Telephone</b>	Arch Insurance Company Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311 (201) 743-4000	
<b>City Project No./Bid No.:</b>	Event 178-1 (P12753)	
<b>Name of Project:</b>	Cooley's Landing Marina Park Administration Building Improvements	
<b>Project Location:</b>	City of Fort Lauderdale	
<b>Legal Description and Street Address</b>	Cooley's Landing Marina Park Administration Building Improvements	
<b>Description of Work</b>	This Project is located at 450 Cooley Avenue in the City of Fort Lauderdale. The Work includes, but is not limited to, the complete administration building renovation including demolition, and the installation of walls, doors, LVT, tile and sealing flooring, wall tile, restrooms fixtures and accessories, toilet partitions, counters, acoustic ceilings, gypsum board ceiling, kitchen casework, plumbing, HVAC and electrical upgrades.	

"Contractor" is bound by an instrument in writing dated the **19th** day of **December, 2023**, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

CAM #25-0496  
Exhibit 2  
Page 45 of 166

3



# DUPLICATE ORIGINAL

Notice required by Section 255.05(6), Florida Statutes (2023): "This bond is given to comply with Section 255.05 Florida Statutes (2023), and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes (2023)."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes (2023), the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 29th day of December, 2023.

Signed, sealed and delivered  
in the presence of:

(Witness) Signature

John Flores

(Witness) Print Name

(Witness) Signature

GISELA FERCH

(Witness) Print Name

CONTRACTOR:

Encop, Inc.

(SEAL)

Wolmer De Oliveira, President

(SEAL)

Print Name and Title

Wolmer De Oliveira, President

SURETY:

Arch Insurance Company

Local Agent

Odalis Cabrera, Attorney-In-Fact

Print Name and Title

Odalis Cabrera, Attorney-In-Fact

SB-2

BOND PREMIUM BASED ON  
FINAL CONTRACT PRICE

Bond No. SU1197858

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

**POWER OF ATTORNEY**

**Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Christine M. Reed Harris, Marina M. Ramil and Odalis Cabrera of Miami, FL (EACH)**

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

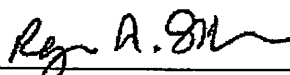
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:


VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10<sup>th</sup> day of February, 2023.

**Attested and Certified**

  
Regan A. Shulman, Secretary

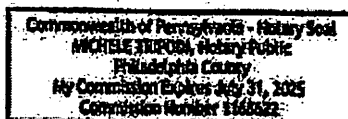


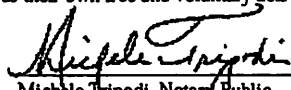
Arch Insurance Company

  
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

**CERTIFICATION**

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 10, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29<sup>th</sup> day of December, 20 23.

  
Regan A. Shulman, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com). Please refer to the above named Attorney-in-Fact and the details of the Bond to which the power is attached.

CAM #25-0496  
Exhibit 2  
Page 47 of 166

**CITY OF FORT LAUDERDALE  
CONTRACT AND SPECIFICATIONS PACKAGE**

---

**BID/EVENT NO. 178**

**PROJECT NO. P12753**

**Cooley's Landing Marina Park  
Administration Building Improvements**



**Michelle Lemire  
Procurement Administrator  
Telephone: (954) 828-6176 E-mail: [mlemire@fortlauderdale.gov](mailto:mlemire@fortlauderdale.gov)**

**CAM #25-0496  
Exhibit 2  
Page 48 of 166**

**CAM #23-1060  
Exhibit 1  
Page 1 of 92**

## TABLE OF CONTENTS

<u>Description</u>	<u>Pages</u>
<b>I. BID INFORMATION</b>	
Invitation to Bid .....	2
Instruction to Bidders .....	8
General Conditions .....	10
Special Conditions .....	7
<b>II. CERTIFICATION OF RESTRICTIONS ON LOBBYING (IF APPLICABLE) .....</b>	<b>1</b>
<b>III. CONSTRUCTION AGREEMENT (SAMPLE) .....</b>	<b>40</b>
<b>IV. TECHNICAL SPECIFICATIONS</b>	
See Attachment A – Plans and Specifications – Cooley’s Landing	

**Note:** The following documents are available electronically for completion and must be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

CITB Questionnaire Sheet  
Local Business Preference Certification  
Disadvantaged Business Enterprise Preference Certification  
Non-Collusion Statement  
Non-Discrimination Certification Form  
E-Verify Statement  
Contract Payment Method  
Construction Bid Certification Page

## **INVITATION TO BID**

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **Friday, September 29, 2023**, and opened online immediately thereafter for **Event No. 178, Project No. 12753, for Cooley's Landing Marina Park Administration Building Improvements**.

All openings will be held on the City's online strategic sourcing platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with Wi-Fi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated in the solicitation, via the Question and Answer (Q&A) forum on the City's online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

This Project is located at 450 Cooley Avenue in the City of Fort Lauderdale. The work includes, but is not limited to, complete administration building renovation including demolition, walls, doors, LVT, tile and sealing flooring, wall tile, restrooms fixtures and accessories, toilet partitions, counters, acoustic ceilings, gypsum board ceiling, kitchen casework, plumbing, HVAC and electrical upgrades.

**Drawing Plans:** This Project consists of Drawing File No., **2302, 22 sheets**. Drawing plans may be obtained **free of charge** at the City's online strategic sourcing platform.

### **Licensing Requirements:**

Possession of a State of Florida Registered Building Contractor or General Contractor license is required for this Project.

**NOTE: Payment on this contract will be made by Visa or MasterCard.**

There will not be a pre-bid meeting and/or site visit for this Invitation to Bid.

However, it will be the sole responsibility of the bidder to inspect the City's location(s)/facilities and become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

**Bid Security:** A certified check, cashier's check, bank officer's check or bid bond for **FIVE percent (5%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.



### **Bid Bonds:**

Bidders can submit bid bonds **three** different ways.

- 1) Bidders may submit bid bonds **electronically** directly through the City's online strategic sourcing platform using **Surety 2000**.
- 2) Bidders may **upload** their original executed bid bond on the City's online strategic sourcing platform to accompany their electronic bids, and **mail** the original, signed and sealed hard copy to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, **within five (5) business days** after bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 3) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Suite 619, Fort Lauderdale, Florida 33301-1016, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope. NOTE: Bond must be received in Procurement and time stamped before bid opening.

It will be the sole responsibility of the bidder to ensure that its bid is submitted prior to the bid opening date and time listed.

**PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE CITY'S ONLINE STRATEGIC SOURCING PLATFORM.**

### **Certified Checks, Cashier's Checks and Bank Drafts:**

These **CANNOT** be submitted via the City's online strategic sourcing platform, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Suite 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that its bid bond or other bid security is received by the Procurement Services Division before the time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the Q&A platform provided on the City's online strategic sourcing platform. Questions of a material nature

must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. Information on bid results and projects currently out to bid can be obtained on the City's website – <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>.

For general inquiries, please call (954) 828-5933.

## **INSTRUCTIONS TO BIDDERS**

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all of these provisions.

**QUALIFICATIONS OF BIDDERS** – No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Fort Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

**CONCERNING SUB-CONTRACTORS, SUPPLIERS, AND OTHERS** - The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder shall, with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

**PERSONAL INVESTIGATION** - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer or City staff shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

**INCONSISTENCIES** – Any inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired by the bidder, in writing, at least ten (10) days prior to the time set for opening bids. After bids are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

**ADDENDA AND INTERPRETATIONS** - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in the City's online strategic sourcing platform. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addenda have been issued in the City's online strategic sourcing platform.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify in the City's online strategic sourcing platform that it has all addenda before submitting a bid.

**LEGAL CONDITIONS** - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

**PUBLIC ENTITY CRIMES** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**FORMS OF BIDS** - Each bid and its accompanying statements **MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED**, and must show the name of the bidder and a statement as to its contents.

The bid must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the bid. No bid will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

**INSURANCE** - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

**BID BOND** - A certified check, cashier's check or bank officer's check made payable to the City of Fort Lauderdale, or a bid bond in favor of the City of Fort Lauderdale shall accompany each bid as evidence of the good faith and responsibility of the bidder. The amount of the check or bond shall be retained by the City as liquidated damages in the event the bidder whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this Invitation to Bid.

The bid bond or check shall be a guarantee that the successful bidder will promptly execute a contract satisfactory to the City for the work solicited in this Invitation to Bid and furnish good and sufficient bonds.

Following the full execution of a contract for the work solicited in this Invitation to Bid and the successful bidder's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful bidder's bid will be refunded to the successful bidder, or in the event bid security was provided by a bond, the bond accompanying the successful bidder's bid will be returned to the successful bidder. In the event the successful bidder fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the City

provides notice to the successful bidder to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale, or in the case of a check, the City shall retain the amount of the check, as liquidated damages. The City's retention of such amount shall not be construed as a penalty or forfeiture.

**FILLING IN BIDS** - All prices must be electronically submitted in the bid pages, and bids must fully cover all items for which prices are asked and no other. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid.

**PRICES QUOTED**: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

**BIDS FIRM FOR ACCEPTANCE**: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**ADDITIONAL ITEMS OR SERVICES**: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**DELETION OR MODIFICATION OF SERVICES**: The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised cost to the City for approval prior to proceeding with the work.



**TERMINATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**CAUSES FOR REJECTION** - No bid will be canvassed, considered or accepted which, in the opinion of the City is informal or unbalanced, or contains inadequate or unreasonable prices for any items. Each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the bid informal.

**REJECTION OF BIDS** - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

**BID PROTEST PROCEDURE:** Any bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.

The complete protest ordinance may be found on the City's website at the following link: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

**WITHDRAWALS** - Any bidder may, without prejudice to himself, withdraw its bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid. After expiration of the period for receiving bids, no bids can be withdrawn, modified, or explained.

**CONTRACT** - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is responsive and responsible, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

**ENFORCEMENT OF SPECIFICATIONS** - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the Work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

**DRAWING PLANS** - Drawing plans may be obtained free of charge from the City's on-line strategic sourcing platform.

**SURETY BOND** – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2022), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law. The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

**AUDIT OF CONTRACTOR'S RECORDS** - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the City.

**PERIODIC ESTIMATE FOR PARTIAL PAYMENT** - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes (2022).

**RESERVATION FOR AWARD AND REJECTION OF BIDS** - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

**LOCAL BUSINESS PREFERENCE** - Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal: Upon formal request of the City, based on the

application of a Local Business Preference, the Proposer shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the Proposer being found ineligible for the local business preference.

**Definitions:**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- c. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COO R CH2AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COO_R_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

**DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE** - Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a

CAM #25-0496  
Exhibit 2  
Page 59 of 166

proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link:  
<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

**DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS** - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**LOBBYING ACTIVITIES - ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.



## **GENERAL CONDITIONS**

**Unless otherwise modified in the Project's Special Conditions, the following General Conditions shall be part of the Contract:**

**GC - 01 - DEFINITIONS** - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a bid for the Work.

"Bonds" –shall mean bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contractor" – shall mean the successful Bidder who has been employed by the City to perform the construction and related services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

## **GENERAL CONDITIONS (continued)**

**"Engineer"** - shall include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a City employee or a consultant hired by the City.

**"Extra Work"** - shall mean work other than that required by the Contract.

**"Inspector"** - shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

**"Notice"** - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

**"Owner"** - shall mean the City of Fort Lauderdale.

**"Project Manager"** - shall mean a professional designated by the City to manage the Project under the supervision and direction of the Public Works Director or designee.

**"Public Works Director"** - shall mean the Public Works Director of the City of Fort Lauderdale.

**"Site"** - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Project Manager.

**"Sub-contractor"** - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

**"Surety"** - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

**GC - 02 - SITE INVESTIGATION AND REPRESENTATION** - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, field conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

## **GENERAL CONDITIONS (continued)**

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

**GC - 03 - SUBSTITUTIONS** - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Project Manager, an addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GENERAL CONDITIONS (continued)

**GC- 04 – CONSTRUCTION RESOURCES** – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

**GC - 05 - CONTROL OF THE WORK** - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

**GC - 06 - SUB-CONTRACTOR** - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of its Sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any sub-contractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any sub-contractor or other person, or organization, except as may otherwise be required by law.

## GENERAL CONDITIONS (continued)

**GC - 07 - QUANTITIES** - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the Public Works Director or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

**GC - 08 - NO ORAL CHANGES** - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

**GC - 09 - PERMITS AND PROTECTION OF PUBLIC** - Permits on file with the City and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and City construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to



## GENERAL CONDITIONS (continued)

proceeding with the Work. The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

**GC - 10 - DISEASE REGULATIONS** - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

**GC - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA** - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

**GC - 12 - MATERIALS AND WORKMANSHIP** - All material shall be new and the workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of a dispute, the Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

**GC - 13 - SAFEGUARDING MARKS** - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

**GC - 14 - RESTROOM FACILITIES** - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the City.

**GC - 15 - PROGRESS MEETINGS** - Weekly Status meetings will be conducted with representatives from the City and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

**GENERAL CONDITIONS (continued)**

**GC - 16 - ISSUE RESOLUTION** - Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.

**GC - 17 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION** - Prior to commencing work, Contractor shall provide to the City a list of all personnel and sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

**GC - 18 - POST-CONSTRUCTION SURVEY** - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

**GC - 19 - KEY PERSONNEL** - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type of work.

**GC - 20 - EXISTING UTILITY SERVICE** - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

**GC - 21 - JOB DESCRIPTION SIGNS** - Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

**GC - 22 - FLORIDA EAST COAST RIGHT-OF-WAY** - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement

## GENERAL CONDITIONS (continued)

shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

**GC - 23 - ACCIDENTS** - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aid services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

**GC - 24 - SAFETY PRECAUTIONS** - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work. The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

**GC - 25 - DUST PREVENTION** - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in the cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the City's satisfaction.

**GC - 26 - SITE CLEANUP AND RESTORATION** - The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

## GENERAL CONDITIONS (continued)

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the City.

**GC - 27 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY** – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

**GC - 28 - PLACING BARRICADES AND WARNING LIGHTS** - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

**GC - 29 - TRAFFIC CONTROL** - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

**GC - 30 - COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction

## GENERAL CONDITIONS (continued)

and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.

**GC - 31 - WATER** - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

### **GC - 32 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

- Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

### **GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS**

- In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in



## GENERAL CONDITIONS (continued)

the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

**GC - 34 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Bidder's response to the Solicitation purporting to require confidentiality of any portion of the Bidder's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Bids purporting to be subject to copyright protection in full or in part will be rejected. The bidder authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

**EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.**

**GENERAL CONDITIONS (continued)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone Number:** (954) 828-5002

**Mailing Address:** City Clerk's Office  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

**E-mail:** [prcontract@fortlauderdale.gov](mailto:prcontract@fortlauderdale.gov)

**Contractor shall:**

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## **SPECIAL CONDITIONS**

### **01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, for construction services in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

### **02. TRANSACTION FEES**

The City uses the City's online strategic sourcing platform INFOR ([www.INFOR.com](http://www.INFOR.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

### **03. SUBMISSION OF BIDS**

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through the City's online strategic sourcing platform, [www.INFOR.com](http://www.INFOR.com), and that any bid security reaches the City of Fort Lauderdale, Procurement Services Division, 6<sup>th</sup> floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

### **04. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact **Michelle Lemire, Procurement Administrator**, at (954) 828-6176 or email at [mlemire@fortlauderdale.gov](mailto:mlemire@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the Question/Answer forum provided in the City's online strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's online strategic sourcing platform shall become part of any contract that is created from this ITB.

### **05. CONTRACT TIME**

5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **14** calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within **150** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **30** calendar days after the Substantial Completion date.

**06. BID SECURITY**

A certified check, cashier's check, bank officer's check or bid bond for **FIVE (5%)** of the bid amount, made payable to the City of Fort Lauderdale, shall accompany each offer.

**07. REQUIRED LICENSES/CERTIFICATIONS**

Contractor must possess the following licenses/certifications to be considered for award:

STATE OF FLORIDA BUILDING CONTRACTOR  
OR  
STATE OF FLORIDA GENERAL CONTRACTOR

***Note: Contractor must have proper licensing and shall submit evidence of same with its bid response.***

**08. SPECIFIC EXPERIENCE REQUIRED**

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The contractor shall have previous construction experience in constructing additions/modifications/renovations to existing buildings, in the State of Florida within the last five (5) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

**NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.**

***By signing this bid solicitation, contractor is affirming that this expertise will be provided for this Contract at no additional charge.***



## 09. BID ALLOWANCE

**Allowance for permits:** Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire Project. If the City's permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of the City's permit fees required for project completion.

Allowances	\$
Owner Contingency Allowance	\$25,000
<b>TOTAL</b>	<b>\$25,000</b>

## 10. INSURANCE REQUIREMENTS *(See Article 10, Bonds and Insurance, of the Contract for details)*

### Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations



**Policy must include coverage for contractual liability and independent contractors.**

**The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.**

**Pollution and Remediation Legal Liability (Hazardous Materials)**

**For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):**

**Contractors Pollution Liability Coverage**

**For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.**

**Asbestos Liability Coverage**

**For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.**

**Business Automobile Liability**

**Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.**

**If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.**

**Workers' Compensation and Employer's Liability**

**Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.**

**Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.**

**Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.**

**Insurance Certificate Requirements**

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.**

**A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

**11. PERFORMANCE AND PAYMENT BOND:**

100%

**12. CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as Marc Isaac 701 S. Andrews Avenue, Fort Lauderdale, FL 33316, telephone number: (954) 828-5230, and email address is [MIsaac@fortlauderdale.gov](mailto:MIsaac@fortlauderdale.gov). The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

**13. LIQUIDATED DAMAGES** *(See Article 16, Liquidated Damages, of the Contract for details)*

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

**14. PAYMENT** *(See Article 7, Payment, of the Contract for other details)*

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both the VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

**15. Payment Card Industry (PCI) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

**16. WORK SCHEDULE (including overtime hours):**

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**

City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

**17. INSPECTION OVERTIME COST: \$100/hr.**



CITY OF FORT LAUDERDALE  
DRAFT CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and \_\_\_\_\_, a Florida \_\_\_\_\_ Company/Corporation (Contractor), ("Party" or collectively "Parties");

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. \_\_\_\_\_, Project Number, \_\_\_\_\_, which was opened on \_\_\_\_\_; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

**ARTICLE 1 – DEFINITIONS**

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.



- 1.7 Change Order - A written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.8 City - The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents - The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price - The amount established in the bid submittal and award by the City's City Commission, its successors and assigns, as may be amended by Change Order.
- 1.11 Contract Time - The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor - The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day - A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective - When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.
- 1.15 Effective Date of the Agreement - The effective date of the Agreement shall be the date the City Commission approves the work.



- 1.16 Final Completion Date – The date the Task Order Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste listed under Section 307[a] of the Clean Water Act); any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.



- 1.24 Plans - The official graphic representations of this Project that are a part of the Contract Documents and/or are referred to in the Contract Documents and/or Task Orders.
- 1.25 Premises (otherwise known as Site or Work Site) - means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project - The construction project described in the Contract Documents, including the Work described therein, and each executed Task Order.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date - A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Task Order - A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.
- 1.33 Work - The construction and services required by the Contract Documents required to be furnished under the Contract Documents and/or Task Order, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

PROJECT NAME  
ITB # PROJECT #

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

### PROJECT DESCRIPTION

[Need brief description of project (provided by the Dept.) including but not limited to:

- Location
- Components
- Intent

And Delete this note before placing in Bid Documents]

- 2.3 Within ten (10) days of the execution of this Agreement on each Task Order, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

## ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as [REDACTED] whose address is 100 N. Andrews Avenue, 4<sup>th</sup> Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828 - [REDACTED], and email address is [REDACTED]@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [ ] to [ ] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.



- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number \_\_\_\_\_ through \_\_\_\_\_, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., \_\_\_\_\_, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications, supplements, Task Orders, change orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any Additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated \_\_\_\_\_, and any attachments.
- g. Invitation to Bid No., \_\_\_\_\_, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- i. Schedule of Values.



j. Schedule of Completion.

DRAFT AGREEMENT

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

#### **ARTICLE 5 – CONTRACT TIME**

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 30 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 270 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 300 calendar days after the Substantial Completion date.

#### **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price, which shall not exceed the amount of \$ \_\_\_\_\_, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Pricing shall remain firm for the duration of the project.

Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

Commencement of any phases of the contract are contingent upon appropriation of funds.

- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.



## ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's executed Task Order and corresponding Application for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested, or upon completion of the work of the executed Task Order. All progress payments will be made on the basis of the progress of the Work completed on the executed Task Order.
- 7.3 Prior to Final Completion of each Task Order, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment: Upon final completion of the Work under each Task Order, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.

- 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
- 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2021), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

- 7.8 Payment Card Industry (PCI) Compliance [This section does not apply to check payments. Include this section ONLY when Payment will be made by P-Card]

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, and prior to agreeing to and execution of each Task Order under this Contract, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.



- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of each Task Order and associated Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.
- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under each Task Order, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Task Order and all other matters which can in any way affect the Work, schedule, or the cost thereof under the Task Order and associated Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Task Order Work can be completed for the Proposed Price submitted and within the timeframe agreed upon within each Task Order.
- 8.5 Contractor has made or cause to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work under each Task Order at the Contract Prices, within the Contract Time of the specified Task Order and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data related to each Task Order with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents related to each Task Order and the written resolution by City is acceptable to the Contractor.



## 8.8 Labor

- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents for each Task Order. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.
- 8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or terminate the Agreement in accordance with Article 17.

## 8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work under each Task Order.
- 8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.
- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.



Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.



- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City, all properties and areas not protected or preserved as may be required that is destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.

8.16.4 The effort of independent testing agencies.

8.16.5 Notice to affected property owners as may be directed by the Project Manager.

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.



8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-builts) and a CD of the electronic drawing files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

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

- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.



8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of



removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages : For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.



- 8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.



- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

#### **ARTICLE 9 – CITY'S RESPONSIBILITIES**

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.



- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 Cancellation For Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **ARTICLE 10 – BONDS AND INSURANCE**

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2021), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

CAM #25-0496  
Exhibit 2  
Page 99 of 166



10.3 Insurance

**INSERT INSURANCE VERBIAGE FROM RISK MANAGEMENT HERE**

**NOTE:** CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

**ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

CAM #25-0496  
Exhibit 2  
Page 100 of 166



- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.
- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance of work on each Task Order, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.



If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

## ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court

CAM #23-1060  
Exhibit 2  
Page 102 of 166



costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees, or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and



expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2021), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### **ARTICLE 13 – CHANGES IN THE WORK**

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

### **ARTICLE 14 – CHANGE OF CONTRACT PRICE**

Contract Price shall not exceed that which is agreed to in this Agreement. Any increase to the Contract Price shall be executed through an Amendment to this Agreement and approved by the City Commission.

- 14.1 Time for the City to Approve Contract Amendment: Should the cumulative amount of the executed Task Orders exceed the Contract Price, a Contract Amendment must be approved by the City Commission authorizing additional funding for this Contract if it exceeds the threshold established in the City Code.



## ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for \_\_\_\_\_ ( ) years from the date of Commission award subject to \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) year renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

## ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work of an executed Task Order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of \_\_\_\_\_ **Hundred/Thousand Dollars (\$ \_\_\_\_\_ .00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each Task Order for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not



affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Task Order: The City may terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.



- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice



provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).



- 17.5 **Termination for Convenience:** This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 **Resolution of Disputes:** Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of 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 Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by



the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

#### ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City: City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

with copies to:

Project Manager and City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2021), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28 (2021), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.



- 20.2 **No Extended Damages:** For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

#### **ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL**

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### **ARTICLE 22 – MISCELLANEOUS**

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the

Exhibit 2  
Page 111 of 166



City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.



# OR

## Scrutinized Companies WHEN CONTRACT IS NON-AGENDA; UNDER \$1M: [1/21/2021]

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases 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 cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.
- 22.10 This Project will be financed with the assistance from the Community Development Block Grant Housing and Urban Development Repayment Funds using federal assistance authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The CITY requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this Project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby made a part of this Agreement. See Supplemental General Conditions for additional federal and state requirements as applicable to this Agreement. **[INCLUDE THIS PARAGRAPH ONLY IF THIS PROJECT WILL BE FUNDED PARTIALLY/FULLY BY CDBG FUNDS. IF IT IS, PLEASE FOLLOW THE CDBG TEMPLATE TABLE OF CONTENTS AND AS WELL AS INCLUDE THE SUPPLEMENTAL BID INFORMATION PAGE FROM SAID TEMPLATE]**



## 22.11 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

Project Name  
(Contractor)  
Project #

CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney

**CONTRACTOR**

WITNESSES:

CONTRACTOR.,  
a Florida company/corporation.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, (NAME OF AUTHORIZED OFFICER), as \_\_\_\_\_ (TITLE OF AUTHORIZED OFFICER,) for \_\_\_\_\_ (NAME OF COMPANY), a Florida \_\_\_\_\_ (TYPE OF COMPANY).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

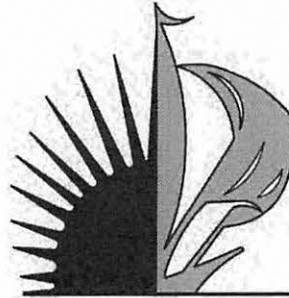
\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



## GENERAL NOTES

1. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE & VERIFY ALL EXISTING UTILITY SERVICE LOCATIONS IN ALL AREAS INCLUDED IN THE SCOPE OF WORK PRIOR TO COMMENCING CONSTRUCTION.
2. ANY EXISTING ITEMS THAT ARE DISTURBED, DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH NEW OR REPAIRED TO THE OWNERS SATISFACTION AND LIKE NEW CONDITION.
3. DO NOT DISTURB ANY STRUCTURAL COMPONENTS OF EXISTING BUILDING UNLESS SPECIFICALLY STATED ON PLANS, WITHOUT PRIOR WRITTEN APPROVAL BY ARCHITECT.
4. DO NOT DISTURB ANY EXISTING UTILITIES, UNLESS SPECIFICALLY STATED ON PLANS, WITHOUT PRIOR WRITTEN APPROVAL BY ARCHITECT.
5. EACH CONTRACTOR SHALL USE ALL POSSIBLE CARE TO PROTECT ALL EXISTING MATERIALS, SURFACES, AND FURNISHINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
6. ALL UNANTICIPATED AND UNOBTAINABLE DEMOLITION OR NEW CONSTRUCTION WHICH REQUIRES DEVIATION FROM THE PLANS AND NOTES HEREIN SHALL BE REPORTED TO THE ARCHITECT, IN WRITING, PRIOR TO COMMENCING SAID WORK.
7. ARCHITECT SHALL NOT BE LIABLE FOR PROBLEMS RELATING TO EXISTING CONDITIONS, NOTIFY ARCHITECT, IN WRITING, IMMEDIATELY IF PROBLEMS ARISE.
8. ALL NEW MATERIAL AND/OR PATCHWORK SHALL BE PROVIDED TO MATCH EXISTING MATERIALS AND FOR ADJOINING WORK WHERE PRACTICAL, EXCEPT AS SPECIFICALLY NOTED HEREIN.
9. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL FURNISH WRITTEN MATERIALS & WORKMANSHIP GUARANTEES FOR ALL TRADES FOR A MINIMUM OF ONE YEAR. DEFECTIVE MATERIALS OR WORKMANSHIP SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
10. GENERAL CONTRACTOR IS TO THOROUGHLY REVIEW ALL CONTRACT DOCUMENTS AND PROVIDE OVERVIEW TO ALL TRADES. ALL SUB-CONTRACTORS ARE TO REVIEW ALL DRAWING SHEETS. GENERAL CONTRACTOR TO PROVIDE COMPLETE SETS OF PLANS AND SPECIFICATIONS TO ALL SUB-CONTRACTORS FOR REVIEW PRIOR TO BID. ALL ITEMS SHOWN ON THE DRAWINGS ARE REQUIRED TO BE COMPLETELY INSTALLED. GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL REQUIRED ITEMS WITH ALL SUB-CONTRACTORS AND THROUGHOUT ALL PHASES OF CONSTRUCTION.
11. ALL WORK SHALL BE DONE IN ACCORDANCE W/ ALL APPLICABLE NATIONAL, STATE & LOCAL CODES AND ORDINANCES. WORK SHALL BE DONE IN A WORKMAN LIKE MANNER AS PER STANDARD BUILDING TECHNIQUES AND PRACTICES.
12. CONTRACTOR IS RESPONSIBLE TO FILE AND OBTAIN BUILDING DEPARTMENT PERMITS. PERMIT FEES SHALL BE REIMBURSED BY OWNER.
13. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION SAFETY.
14. CONTRACTOR TO BE RESPONSIBLE FOR ALL HOUSING RELATED TO WORK IN THIS CONTRACT.
15. CONTRACTOR IS TO VISIT THE SITE AND CAREFULLY INSPECT THE EXISTING CONDITIONS AFFECTING THE WORK. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND EXISTING CONDITIONS MUST BE REPORTED TO ARCHITECT IN WRITING.
16. CONTRACTOR IS TO COORDINATE ALL CUTTING AND PATCHING FOR SERVICES AS CALLED FOR ON DRAWINGS.
17. CONTRACTOR IS TO CONTROL JOB CLEANING TO PREVENT DIRT, DEBRIS AND DUST FROM THE PREMISES BEING ALTERED. PROVIDE WOOD STUD WITH PLYWOOD AND PLASTIC MEMBRANE BARRIER BETWEEN EXISTING OCCUPIED AREAS AND THE WORK ZONES.
18. THE CITY MAY REQUIRE PERSONAL IDENTIFICATION INFORMATION TO PERFORM BACKGROUND CHECKS FOR ALL WORKERS. ALL WORKERS WHO FAIL THE BACKGROUND CHECK MUST BE REPLACED AND THE PROCESS REPEATED FOR THE NEW WORKERS. CONTRACTOR WILL NOT BE PAID ADDITIONAL COMPENSATION FOR THIS PROCESS.
19. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE TEMPORARY RESTROOM FACILITIES FOR ALL WORKERS.
20. CONTRACTOR SHALL PROVIDE TEMPORARY SITE PERIMETER SECURITY FENCE DURING ALL PHASES OF CONSTRUCTION.



## CITY OF FORT LAUDERDALE COOLEY'S LANDING RENOVATIONS

450 SW 7TH AVENUE  
FORT LAUDERDALE, FLORIDA  
33312

### SCOPE OF WORK

SCOPE OF WORK IS LIMITED TO A NON-STRUCTURAL INTERIOR REMODELING PROJECT WITH RECONFIGURATION OF SPACE AS FOLLOWS:

- RELOCATION OF EXISTING WASHERS AND DRYERS
- CONSTRUCTION OF TWO PRIVATE OFFICES WITH NON-BEARING PARTITIONS MADE OUT OF LIGHT GAUGE STUDS AND GYPSUM BOARD
- 200 SF OPEN AREA WITH MODULAR OFFICE FURNITURE
- REPLACEMENT OF EXISTING INTERIOR DOORS
- REPLACEMENT OF ALL FLOORING THROUGHOUT
- RECONFIGURATION OF SPACE IN BOTH MEN AND WOMEN RESTROOMS TO COMPLY WITH THE IRC SEVENTH EDITION (2020) ACCESSIBILITY
- REPLACEMENT OF ALL EXISTING PLUMBING FIXTURES
- REPLACEMENT OF ALL EXISTING RESTROOM ACCESSORIES
- REPLACEMENT OF EXISTING ACoustICAL CEILING GRID AND TILE
- REPLACEMENT OF EXISTING CEILING LIGHTS
- REPLACEMENT OF EXISTING A/C SUPPLY AND RETURN REGISTERS

### BUILDING CODE INFORMATION

CLASSIFICATION OF WORK:	ALTERATION - LEVEL III
BUILDING CODE:	FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE FLORIDA FIRE PREVENTION CODE SEVENTH EDITION (2020), INCLUDING NFPA 101 LIFE SAFETY CODE
TYPE OF CONSTRUCTION:	TYPE VI-B
BUILDING HEIGHT:	34'-0"
OCCUPANCY CLASSIFICATION:	BUSINESS (GROUP B)
WORK AREA:	1,400 SQFT

CONSTRUCTION TO COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND FLORIDA FIRE PREVENTION CODE SEVENTH EDITION

### FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS	MAYOR
JOHN C. HERBST	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
PAMELA BEASLEY-PITTMAN	VICE MAYOR / COMMISSIONER - DISTRICT III
ROMNEY ROGERS	COMMISSIONER - DISTRICT IV

CITY OF FORT LAUDERDALE  
PARKS AND RECREATION  
ENGINEERING & ARCHITECTURE  
4001 Northwest 62nd Street, Fort Lauderdale, Florida 33319

WALTERS  
ZACKRIA  
ARCHITECTS



4617 N. ANDREWS WAY  
FORT LAUDERDALE, FL 33309  
PHONE: (954) 522-4133  
FAX: (954) 522-4128  
www.wza-architects.com  
ABRAS H. ZACKRIA  
FL AR 91520

### THIS PROJECT



### LOCATION MAP

### DRAWING INDEX

#### ARCHITECTURAL

A-0	COVER SHEET - SHEET INDEX
D-1	DEMOLITION PLAN
D-2	DEMOLITION CEILING PLAN
A-1	FLOOR PLAN, LEGEND, KEYNOTES
A-2	REFLECTED CEILING PLAN
A-3	INTERIOR ELEVATIONS, DETAILS
A-4	DETAILS
A-5	DOOR & ROOM FINISH SCHEDULES & KITCHENETTE ELEV.

#### MECHANICAL

M-1	MECHANICAL INDEX, SYMBOL LEGEND AND NOTES
M-2	MECHANICAL DEMOLITION PLAN
M-3	MECHANICAL PLAN

#### ELECTRICAL

E-1	ELECTRICAL INDEX, SYMBOL LEGEND AND NOTES
E-2	ELECTRICAL DEMOLITION PLAN
E-3	POWER PLAN
E-4	LIGHTING PLAN
E-5	ELECTRICAL RISER DIAGRAM AND PANEL SCHEDULES
EPH-1	PHOTOMETRICS PLAN
EPH-2	EMERGENCY PHOTOMETRICS PLAN

#### PLUMBING

P-1	PLUMBING INDEX, SYMBOL LEGEND AND NOTES
P-2	PLUMBING DEMOLITION PLAN
P-3	DOMESTIC WATER PLAN
P-4	SANITARY PLAN

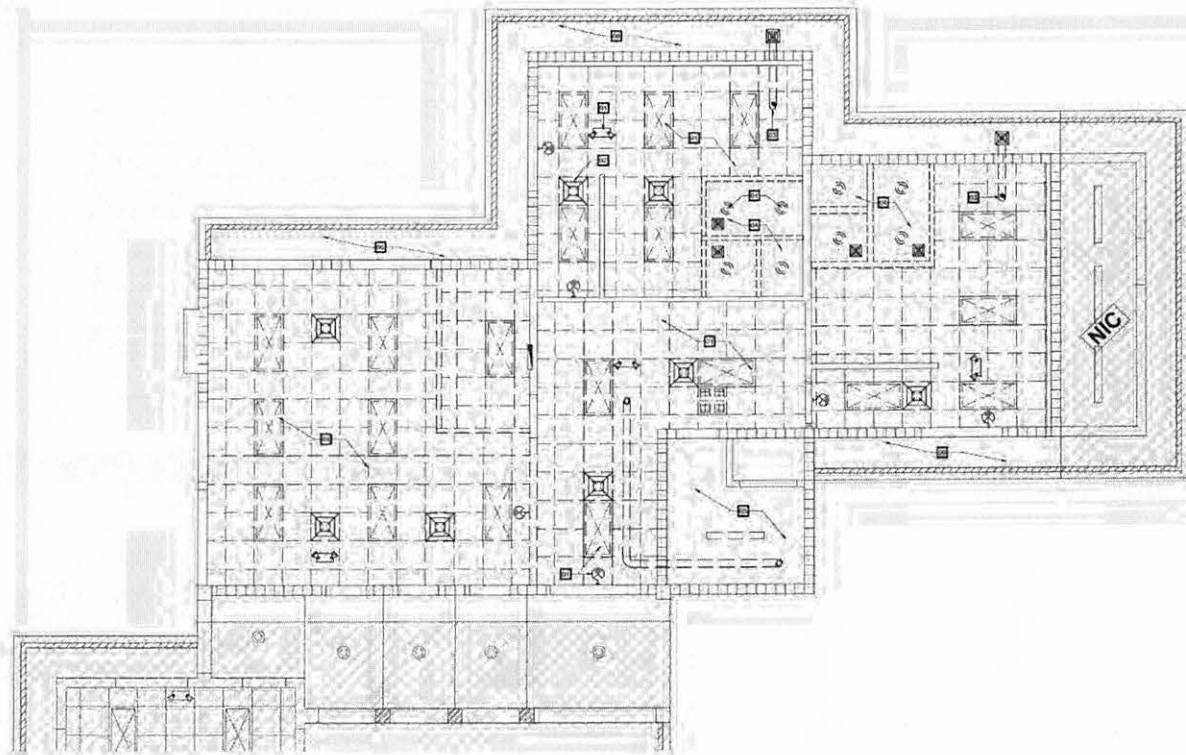
DATE: 07-28-20  
DRAWING FILE NAME: COVER SHEET  
DRAWING FILE No.: A-0

CAM #25-0496  
Exhibit 2  
PERMIT SET

Page 117 of 166







# DEMOLITION KEYNOTES

- 1 REMOVE ALL EXISTING LIGHT FIXTURES, ACoustICAL CEILING TILE AND GRID
- 2 REMOVE ALL EXISTING AIR CONDITIONING OR FUELING INCLUDING SUPPLY AND RETURN DUCTWORK
- 3 REMOVE EXISTING ELEVATOR SHAFT COVERING FROM EXISTING STRUCTURE
- 4 REMOVE EXISTING GYPsUM BOARD CEILING AT INTERIOR TYPICAL BATHROOMS
- 5 EXISTING CEILING TO BE REMOVED AND COLUMN, BEAM, PARTS OF EXISTING CONSTRUCTION
- 6 EXISTING CEILING TO BE REMOVED EXCEPT EXISTING CONSTRUCTION



1 DEMOLITION CEILING PLAN

SCALE: 1/4" = 1'-0"

**WALTERS  
ZACKRIA  
ARCHITECTS**

10111 ANDERSON WAY  
FORT LAUDERDALE, FL 33304  
PHONE: 954-554-4422  
FAX: 954-554-4423  
www.walterszackria.com

Julian P. Walters, P.E., AIA, LEED  
Florida Registration: 141800096

STATEMENT: THIS PROJECT HAS BEEN DESIGNED BY US OR UNDER OUR CLOSE PERSONAL SUPERVISION AND WE ARE AWARE OF ALL APPLICABLE REGULATIONS AND REQUIREMENTS. WE HEREBY CERTIFY THAT THE DESIGN AND CONSTRUCTION OF THIS PROJECT WILL BE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND REQUIREMENTS. WE WILL MAINTAIN ADEQUATE RECORDS OF THIS PROJECT AND WILL BE AVAILABLE TO PROVIDE SUCH RECORDS TO THE ADEQUATE AGENCY UPON REQUEST.

**CITY OF FORT LAUDERDALE  
COOLEY'S LANDING  
RENOVATIONS**  
480 SW 7TH AVENUE  
FORT LAUDERDALE, FL 33312

DRAWN BY: OM  
CHECKED BY: AZ  
DATE: 07/25/2023

REVISIONS:  
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

2302

SHEET

**D-2**

DEMOLITION  
CEILING - PLAN

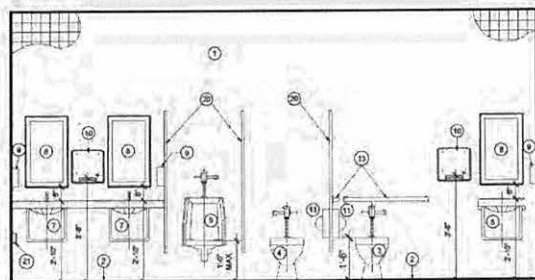
CAM-25-0496  
Exhibit 2  
Page 119 of 160



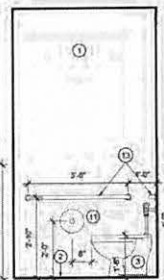




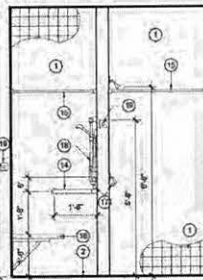




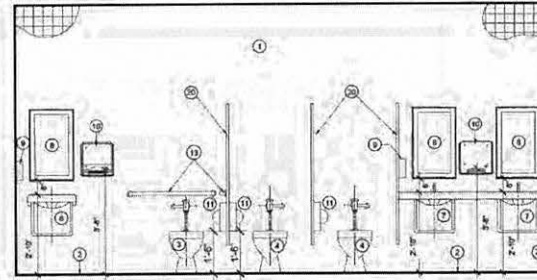
**A MEN'S RESTROOM**



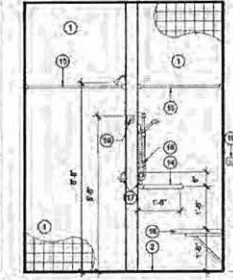
**B MEN'S RESTROOM**



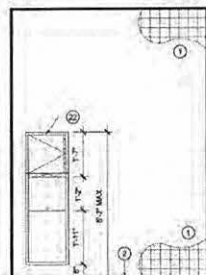
**C MEN'S SHOWERS**



**D WOMEN'S RESTROOM**



**E WOMEN'S SHOWERS**



**F MEN AND WOMEN'S RESTROOMS**

# **MATERIALS LEGEND**

- (1) PORCELAIN TILE FROM FLOOR TO CEILING, TYPICAL AT BOTH RESTROOMS AND SHOWERS.
- (2) PORCELAIN TILE THROUGHOUT BOTH RESTROOM FLOORS, TYPICAL.
- (3) HANDICAPPED WATER CLOSET. ALL FLUSH CONTROLS SHALL BE ON THE OPEN SIDE OF THE WATER CLOSET AS PER SECTION 0414.05 (SEVENTH EDITION (2003) ACCESSIBILITY).
- (4) WATER CLOSET. SEE PLUMBING PLANS.
- (5) WALL MOUNTED HANDICAPPED URINAL. SEE PLUMBING PLANS.
- (6) WALL HUNG ADA LAVATORY. SEE DET. 2A.3.
- (7) COUNTER MOUNTED LAVATORY. SEE DET. 3A.3.
- (8) MIRROR. SEE TOILET ACCESSORIES SCHEDULE (AS).
- (9) SOAP DISPENSER. SEE TOILET ACCESSORIES SCHEDULE (SD).
- (10) ELECTRIC HAND DRYER. SEE TOILET ACCESSORIES SCHEDULE (EH).
- (11) TOILET TISSUE DISPENSER. LOCATE CENTER LINE OF DISPENSER IN FRONT OF THE WATER CLOSET. COMPLY WITH ADA 202.2 SEVENTH EDITION (2003) ACCESSIBILITY. SEE TOILET ACCESSORIES SCHEDULE (TD).
- (12) FEMININE NAPKIN DISPOSAL (NOT SEE IN INTERIOR ELEVATIONS). SEE FLOOR PLAN A-1 PLACE ONE ADJACENT TO EVERY WOMAN'S WATER CLOSET. SEE TOILET ACCESSORIES SCHEDULE (ND).
- (13) GRAB BARS. SEE TOILET ACCESSORIES SCHEDULE (GB).
- (14) SHOWER GRAB BARS. SEE TOILET ACCESSORIES SCHEDULE (SG).
- (15) SHOWER CURTAIN ROD. SEE TOILET ACCESSORIES SCHEDULE (SCR).
- (16) SHOWER SEAT. SEE TOILET ACCESSORIES SCHEDULE (SS).
- (17) SHOWER SOAP DISH. SEE TOILET ACCESSORIES SCHEDULE (SD).
- (18) WALL MOUNTED ACCESSIBLE SHOWER HANDLE. SEE PLUMBING PLANS.
- (19) SHOWER ROSE. SEE TOILET ACCESSORIES SCHEDULE (SR).
- (20) HEAVY DUTY PLASTIC TOILET PARTITIONS BY SERRAVALLO PRODUCTS. HINY HINGES.
- (21) RECESSED WALL HYDROLYTIC LOCKABLE BOX W/ VACUUM BREAKER.
- (22) PAPER TOWEL DISPENSER AND WASTE RECEPTACLE. SEE TOILET ACCESSORIES SCHEDULE (PTD).
- (23) DIAPER CHANGING STATION. SEE FLOOR PLAN A-1 FOR LOCATION, TOILET ACCESSORIES SCHEDULE (DCS), AND DETAIL 4A.3.

REFER TO FLOOR PLAN ON SHEET A-1 FOR LOCATION OF RESTROOM ACCESSORIES. TYPICAL.

# **TOILET ACCESSORIES SCHEDULE**

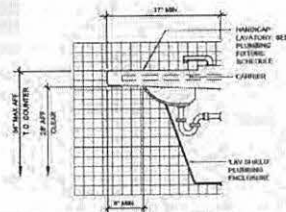
ABBR.	DESCRIPTION	MANUF./MODEL#	REMARKS	ABBR.	DESCRIPTION	MANUF./MODEL#	REMARKS
MT	FRAMILESS STAINLESS STEEL MIRROR	BOBROCK 1588 1520	1 PER LAV	PTD	COMBINATION PAPER TOWEL DISPENSER / WASTE RECEPTACLE. 20"X 16"X 16"	BOBROCK B-1942	1 PER RESTROOM
SD	SOAP DISPENSER	BOBROCK B-2111	1 PER SHOWER	DCS	DIAPER CHANGING STATION. SURFACE MOUNTED.	KOHLER KS-200-05	1 PER GROUP UNisex RESTROOM
EH	ELECTRIC HAND DRYER - SURFACE MOUNTED	BOBROCK B-7120	2 PER (GROUP LAV)	CH	CHILD-RESISTANT CLOTHES HOOK. WHITE GRANITE.	BOBROCK B-582	1 PER RESTROOM
TD	TOILET TISSUE DISPENSER - SURFACE MOUNTED	BOBROCK B-2140	1 PER WATER CLOSET				
SD	SHOWER SOAP DISH. SURFACE MOUNTED	BOBROCK B-224	1 PER WOMEN'S WATER CLOSET				
GB	GRAB BAR W/ CONCEALED ANCHORS	BOBROCK B-5805	2 PER HD STALL				
SG	SHOWER GRAB BAR W/ CONCEALED ANCHORS	BOBROCK B-5805-90	1 PER ADA SHOWER				
SCR	SHOWER CURTAIN ROD - SURFACE MOUNTED	BOBROCK B-4087 X 36"	1 PER SHOWER				
SS	SEAT. REVERSIBLE FOLDING SHOWER SEAT - SOLID PHENOLIC	BOBROCK B-5181	1 PER ADA SHOWER				
SD	SHOWER SOAP DISH SURFACE MOUNTED	BOBROCK B-5807	1 PER SHOWER				
SR	SHOWER ROSE. HOOK SURFACE MOUNTED	BOBROCK B-5717	1 PER SHOWER				

# **SHOWER WATER PROOFING NOTES**

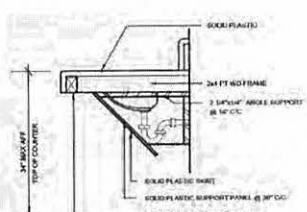
INSTALL LIQUID WATERPROOFING MEMBRANE BELOW ALL FLOOR AND WALL-TILED SURFACES IN SHOWERS. APPLY WATERPROOFING MEMBRANE AS PER MANUFACTURER'S INSTRUCTIONS. APPLY WATERPROOFING MEMBRANE ON THE FULL HEIGHT OF ALL SHOWER WALLS. LET WATERPROOFING MEMBRANE CURE FOR THE MANUFACTURER'S RECOMMENDED TIME. PROVIDE EPOXY GROUT AT ALL TILE JOINTS. CEMENTITIOUS GROUT SHALL NOT BE ACCEPTED. FLOOD TEST ALL AREAS TO ENSURE LEAK-FREE INSTALLATION PRIOR TO INSTALLING TILE. REPAIR OR REPLACE WATERPROOFING IN AREAS WITH LEAKS PRIOR TO INSTALLING TILE.

# **GENERAL NOTES:**

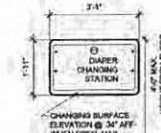
- FACILITY SHALL MEET ALL ACCESSIBILITY REQUIREMENTS PER THE FLORIDA BUILDING CODE (SEVENTH EDITION (2003)).
- ALL ACCESSORIES SHALL COMPLY WITH THE LATEST REGULATIONS OF THE AMERICANS WITH DISABILITIES ACT. THE MINIMUM ACCESSIBILITY, FUNCTIONAL AND QUALITY STANDARDS ARE TO BE BASED ON THE PRODUCTS OF BOBROCK WASHROOM EQUIPMENT, INC. OF CLIFTON PARK, NEW YORK.
- INSTALL GRAB BARS IN EVERY H.C. BATHING AREA AND ADA REQUIREMENTS.
- PROVIDE SELF-CLOSING DOORS AT FULL AND SINGLE ADA STALLS.
- SEE FINISH SCHEDULE FOR MATERIAL SPECIFICATION.
- MIRRORS - ABOVE EVERY LAVATORY.
- ALL TILE INSTALLATION TO COMPLY WITH TCA HANDBOOK DTL W044.05 FOR WALLS AND P-15.05 FOR FLOORS.
- PROVIDE HORIZONTAL 1"X4" WOOD BACKING FOR ALL ACCESSORIES PER DETAIL 1A.4, TYPICAL.



**2 WALL MOUNTED LAVATORY DETAIL**



**3 COUNTER MOUNTED LAVATORY DETAIL**



**4 DIAPER CHANGING STATION DETAIL**

**1 RESTROOM INTERIOR ELEVATIONS**

**WALTERS ZACKRIA ARCHITECTS**

1001 ANDREWS BLVD.  
FORT LAUDERDALE, FL 33304  
PHONE: 954.552.2222  
FAX: 954.552.2223  
WWW.WZARCHITECTS.COM

ALMA H. JACKSON, P.E., AIA, LEED AP  
Principal Architect  
FORT LAUDERDALE, FL 33304  
PHONE: 954.552.2222  
FAX: 954.552.2223  
WWW.WZARCHITECTS.COM

**CITY OF FORT LAUDERDALE  
COOLEY'S LANDING  
RENOVATIONS**  
450 SW 7TH AVENUE  
FORT LAUDERDALE, FL 33312

DRAWN BY: OM  
CHECKED BY: AZ  
DATE: 07/28/2023  
REVISIONS:

2302  
SHEET  
**A-3**

INTERIOR ELEVATIONS

CAM #25-0496

Exhibit 2

Page 122 of 166

C:\CAM\25-0496\Drawings\A-3.dwg  
Date: 07/28/2023  
Page: 122 of 166











1. AFTER 15 MINUTES, PLUGS FOR CELLS TWO

- [illegible]

1. ABOUT ALL AIR SYSTEMS OR AIDS OR AID EQUIPMENT, CERTAIN BEHAVIORAL OBJECTS?

- [illegible]

### CODE 2: METABOLIC SYNDROME COMPLICATED AND COMULSION ACQUISITION

1. **Individual characteristics:** age, sex, education, occupation, income, marital status, and family size.
2. **Environmental factors:** physical environment (noise, air pollution, crowding, etc.), social environment (family structure, social support, etc.), and cultural environment (values, beliefs, etc.).
3. **Psychological factors:** personality traits, coping mechanisms, and mental health status.
4. **Health status:** pre-existing conditions, current health, and health behaviors.
5. **Healthcare access:** availability and accessibility of healthcare services.
6. **Healthcare utilization:** frequency and type of healthcare services used.
7. **Healthcare costs:** financial burden of healthcare services.
8. **Healthcare quality:** quality of care received.
9. **Healthcare equity:** fairness in the distribution of healthcare resources.
10. **Healthcare policy:** laws and regulations governing healthcare.
11. **Healthcare system:** the organization and delivery of healthcare services.
12. **Healthcare financing:** sources of funding for healthcare.
13. **Healthcare workforce:** the people who provide healthcare services.
14. **Healthcare technology:** the use of technology in healthcare.
15. **Healthcare research:** the study of healthcare issues.
16. **Healthcare education:** the training of healthcare professionals.
17. **Healthcare regulation:** the oversight of healthcare services.
18. **Healthcare innovation:** the development of new healthcare technologies and services.
19. **Healthcare reform:** changes to the healthcare system.
20. **Healthcare reform implementation:** the process of putting healthcare reforms into practice.

[illegible]

1. All weapons, trunks and bags containing weapons are prohibited on the premises of the City of Chicago, and the Chicago Police Department will enforce this prohibition. The Chicago Police Department will also enforce the prohibition on the possession of weapons in public places and on the premises of the City of Chicago.

- [illegible]

3. **Product Containing Two or More Solvents:** In the A/A and M/A cases if all the required labels, notices, warnings, and cautions are provided with a product, the manufacturer shall, in its discretion, file to placard every tank.

- [illegible]

Emilia	Emilia
Emilia	Emilia

[illegible]

1. ☐ **NO**  
2. ☐ **YES**

- [illegible]

Q I thought you  
are working with  
me?

- [illegible]

100 00117 (14)

- |  |   |   |  |
|--|---|---|--|
| <br>First Aid | <br>No Smoking | <br>No Open Flames | <br>No Fire |
|--|---|---|--|

DATE	REMARKS	REMARKS
10/10/10	10/10/10	10/10/10

[illegible]

44-1	INTERVIEW, INTERVIEW, INTERVIEW AND NOTES	1
------	---	---

- |     |           |                     |
|-----|-----------|---------------------|
| 3   | 1-2       | INTERNAL DOCTOR PMT |
| 4   | 3-4       | INTERNAL DOCTOR PMT |
| 5   | 5-6       | INTERNAL DOCTOR PMT |
| 6   | 7-8       | INTERNAL DOCTOR PMT |
| 7   | 9-10      | INTERNAL DOCTOR PMT |
| 8   | 11-12     | INTERNAL DOCTOR PMT |
| 9   | 13-14     | INTERNAL DOCTOR PMT |
| 10  | 15-16     | INTERNAL DOCTOR PMT |
| 11  | 17-18     | INTERNAL DOCTOR PMT |
| 12  | 19-20     | INTERNAL DOCTOR PMT |
| 13  | 21-22     | INTERNAL DOCTOR PMT |
| 14  | 23-24     | INTERNAL DOCTOR PMT |
| 15  | 25-26     | INTERNAL DOCTOR PMT |
| 16  | 27-28     | INTERNAL DOCTOR PMT |
| 17  | 29-30     | INTERNAL DOCTOR PMT |
| 18  | 31-32     | INTERNAL DOCTOR PMT |
| 19  | 33-34     | INTERNAL DOCTOR PMT |
| 20  | 35-36     | INTERNAL DOCTOR PMT |
| 21  | 37-38     | INTERNAL DOCTOR PMT |
| 22  | 39-40     | INTERNAL DOCTOR PMT |
| 23  | 41-42     | INTERNAL DOCTOR PMT |
| 24  | 43-44     | INTERNAL DOCTOR PMT |
| 25  | 45-46     | INTERNAL DOCTOR PMT |
| 26  | 47-48     | INTERNAL DOCTOR PMT |
| 27  | 49-50     | INTERNAL DOCTOR PMT |
| 28  | 51-52     | INTERNAL DOCTOR PMT |
| 29  | 53-54     | INTERNAL DOCTOR PMT |
| 30  | 55-56     | INTERNAL DOCTOR PMT |
| 31  | 57-58     | INTERNAL DOCTOR PMT |
| 32  | 59-60     | INTERNAL DOCTOR PMT |
| 33  | 61-62     | INTERNAL DOCTOR PMT |
| 34  | 63-64     | INTERNAL DOCTOR PMT |
| 35  | 65-66     | INTERNAL DOCTOR PMT |
| 36  | 67-68     | INTERNAL DOCTOR PMT |
| 37  | 69-70     | INTERNAL DOCTOR PMT |
| 38  | 71-72     | INTERNAL DOCTOR PMT |
| 39  | 73-74     | INTERNAL DOCTOR PMT |
| 40  | 75-76     | INTERNAL DOCTOR PMT |
| 41  | 77-78     | INTERNAL DOCTOR PMT |
| 42  | 79-80     | INTERNAL DOCTOR PMT |
| 43  | 81-82     | INTERNAL DOCTOR PMT |
| 44  | 83-84     | INTERNAL DOCTOR PMT |
| 45  | 85-86     | INTERNAL DOCTOR PMT |
| 46  | 87-88     | INTERNAL DOCTOR PMT |
| 47  | 89-90     | INTERNAL DOCTOR PMT |
| 48  | 91-92     | INTERNAL DOCTOR PMT |
| 49  | 93-94     | INTERNAL DOCTOR PMT |
| 50  | 95-96     | INTERNAL DOCTOR PMT |
| 51  | 97-98     | INTERNAL DOCTOR PMT |
| 52  | 99-100    | INTERNAL DOCTOR PMT |
| 53  | 101-102   | INTERNAL DOCTOR PMT |
| 54  | 103-104   | INTERNAL DOCTOR PMT |
| 55  | 105-106   | INTERNAL DOCTOR PMT |
| 56  | 107-108   | INTERNAL DOCTOR PMT |
| 57  | 109-110   | INTERNAL DOCTOR PMT |
| 58  | 111-112   | INTERNAL DOCTOR PMT |
| 59  | 113-114   | INTERNAL DOCTOR PMT |
| 60  | 115-116   | INTERNAL DOCTOR PMT |
| 61  | 117-118   | INTERNAL DOCTOR PMT |
| 62  | 119-120   | INTERNAL DOCTOR PMT |
| 63  | 121-122   | INTERNAL DOCTOR PMT |
| 64  | 123-124   | INTERNAL DOCTOR PMT |
| 65  | 125-126   | INTERNAL DOCTOR PMT |
| 66  | 127-128   | INTERNAL DOCTOR PMT |
| 67  | 129-130   | INTERNAL DOCTOR PMT |
| 68  | 131-132   | INTERNAL DOCTOR PMT |
| 69  | 133-134   | INTERNAL DOCTOR PMT |
| 70  | 135-136   | INTERNAL DOCTOR PMT |
| 71  | 137-138   | INTERNAL DOCTOR PMT |
| 72  | 139-140   | INTERNAL DOCTOR PMT |
| 73  | 141-142   | INTERNAL DOCTOR PMT |
| 74  | 143-144   | INTERNAL DOCTOR PMT |
| 75  | 145-146   | INTERNAL DOCTOR PMT |
| 76  | 147-148   | INTERNAL DOCTOR PMT |
| 77  | 149-150   | INTERNAL DOCTOR PMT |
| 78  | 151-152   | INTERNAL DOCTOR PMT |
| 79  | 153-154   | INTERNAL DOCTOR PMT |
| 80  | 155-156   | INTERNAL DOCTOR PMT |
| 81  | 157-158   | INTERNAL DOCTOR PMT |
| 82  | 159-160   | INTERNAL DOCTOR PMT |
| 83  | 161-162   | INTERNAL DOCTOR PMT |
| 84  | 163-164   | INTERNAL DOCTOR PMT |
| 85  | 165-166   | INTERNAL DOCTOR PMT |
| 86  | 167-168   | INTERNAL DOCTOR PMT |
| 87  | 169-170   | INTERNAL DOCTOR PMT |
| 88  | 171-172   | INTERNAL DOCTOR PMT |
| 89  | 173-174   | INTERNAL DOCTOR PMT |
| 90  | 175-176   | INTERNAL DOCTOR PMT |
| 91  | 177-178   | INTERNAL DOCTOR PMT |
| 92  | 179-180   | INTERNAL DOCTOR PMT |
| 93  | 181-182   | INTERNAL DOCTOR PMT |
| 94  | 183-184   | INTERNAL DOCTOR PMT |
| 95  | 185-186   | INTERNAL DOCTOR PMT |
| 96  | 187-188   | INTERNAL DOCTOR PMT |
| 97  | 189-190   | INTERNAL DOCTOR PMT |
| 98  | 191-192   | INTERNAL DOCTOR PMT |
| 99  | 193-194   | INTERNAL DOCTOR PMT |
| 100 | 195-196   | INTERNAL DOCTOR PMT |
| 101 | 197-198   | INTERNAL DOCTOR PMT |
| 102 | 199-200   | INTERNAL DOCTOR PMT |
| 103 | 201-202   | INTERNAL DOCTOR PMT |
| 104 | 203-204   | INTERNAL DOCTOR PMT |
| 105 | 205-206   | INTERNAL DOCTOR PMT |
| 106 | 207-208   | INTERNAL DOCTOR PMT |
| 107 | 209-210   | INTERNAL DOCTOR PMT |
| 108 | 211-212   | INTERNAL DOCTOR PMT |
| 109 | 213-214   | INTERNAL DOCTOR PMT |
| 110 | 215-216</ |                     |

2. All shareholders must closely examine every word that the attorney says for accuracy. All shareholders should, in each instance, be given an opportunity to ask questions.

- [illegible]

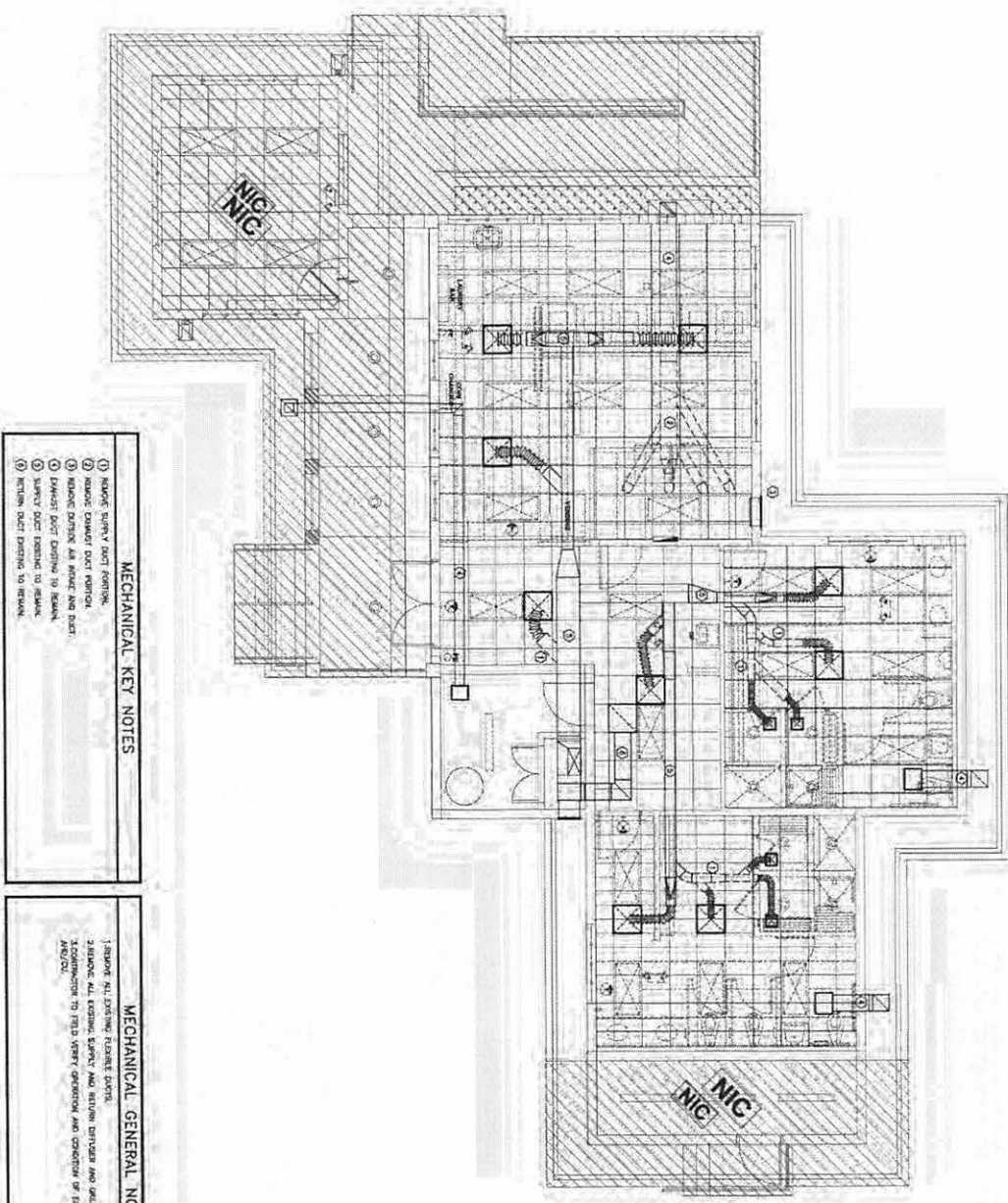
1. A/D conversion and 100% throughput to convert the wide range, linear, offset, active and filtered, connecting with A/D, other (DAC) and to provide

- [illegible]

■ CONFECTIONERS SUBMIT A LISTING OF ESSENTIAL MANUFACTURABLE GOODS. THE CONFEDERATE SHALL ASSURE THAT THE DISTRIBUTION HAS BEEN ON EITHER FAVORABLE AND ACCORD WITHIN THE RESOURCES AVAILABLE TO THE CONFEDERATE. RESOURCES ON THE OTHERS

- [illegible]





MECHANICAL KEY NOTES

- 1 REMOVE SUPPLY DUCT FORTION
- 2 REMOVE EXHAUST DUCT FORTION
- 3 REMOVE DUCTWORK AIR WARE AND DUCT
- 4 EXHAUST DUCT EXISTING TO REMAIN
- 5 SUPPLY DUCT EXISTING TO REMAIN
- 6 RETURN DUCT EXISTING TO REMAIN

MECHANICAL GENERAL NOTES

1. REMOVE ALL EXISTING SUPPLY AND RETURN DUCTWORK AND GRILLS.  
2. EXHAUST ALL EXISTING SUPPLY AND RETURN DUCTWORK AND GRILLS.  
3. EXHAUST ALL EXISTING SUPPLY AND RETURN DUCTWORK AND GRILLS.  
4. EXHAUST ALL EXISTING SUPPLY AND RETURN DUCTWORK AND GRILLS.  
5. EXHAUST ALL EXISTING SUPPLY AND RETURN DUCTWORK AND GRILLS.  
6. EXHAUST ALL EXISTING SUPPLY AND RETURN DUCTWORK AND GRILLS.

CAM #25-0496  
Exhibit 2  
Page 126 of 166

CITY OF FORT LAUDERDALE  
COOLEY'S LANDING  
RENOVATIONS  
460 SW 7TH AVENUE  
FORT LAUDERDALE, FL 33312

**WALTERS ZACKARIA ARCHITECTS**  
ARCHITECTS  
1000 S. W. 10TH AVENUE, SUITE 100  
FORT LAUDERDALE, FL 33304  
TEL: 954.466.1234  
WWW.WZARCHITECTS.COM

**WJA**  
WALTERS ZACKARIA ARCHITECTS  
1000 S. W. 10TH AVENUE, SUITE 100  
FORT LAUDERDALE, FL 33304  
TEL: 954.466.1234  
WWW.WZARCHITECTS.COM

2502  
SHEET  
**M-2**

MECHANICAL DEMOLITION  
PLAN

DATE: 07/28/2023  
DRAWN BY: JACOB  
CHECKED BY: SW  
DATE: 07/28/2023







General Motors has entered as a basic requirement of the profit and quality contract is this product. If a conflict exists between these

- GENERAL LIGHTING NOTES:

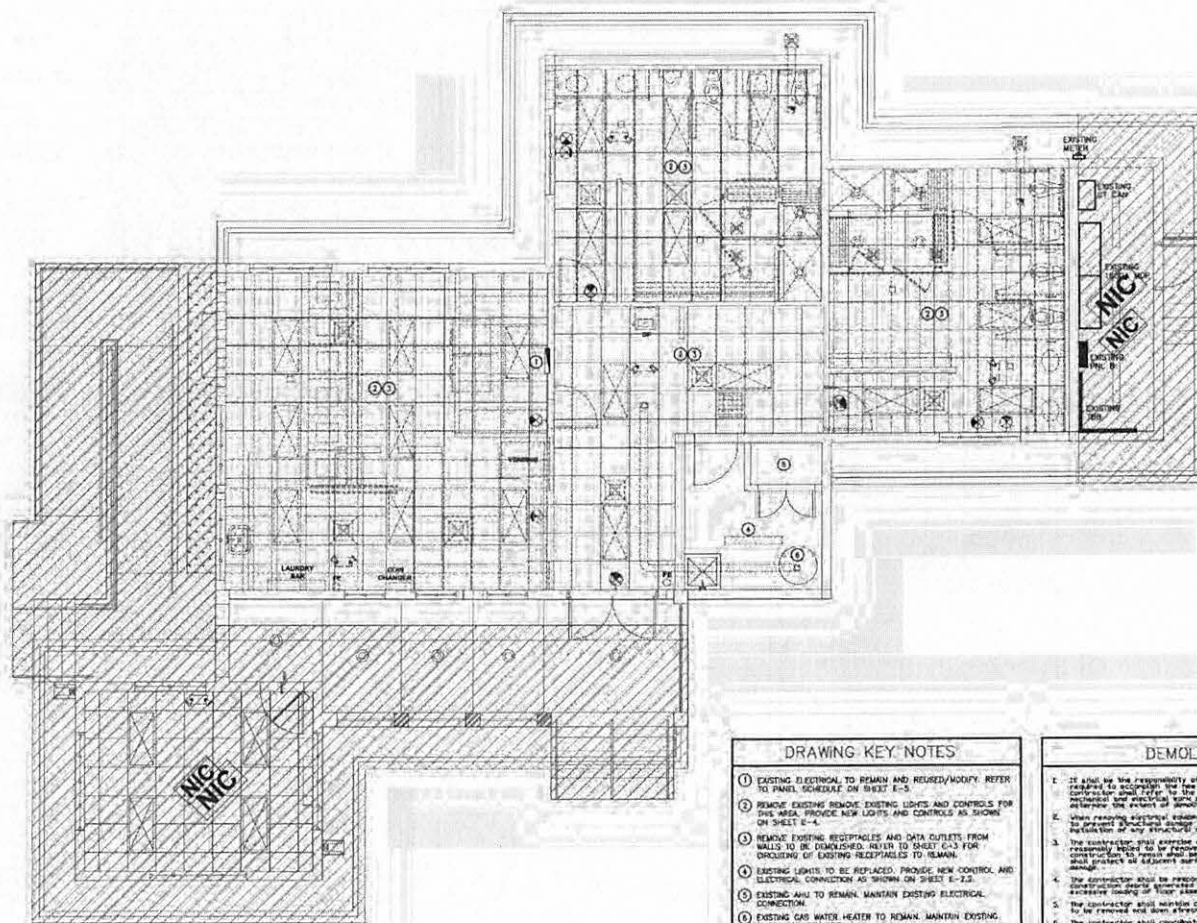
[illegible]

- SELECTING WORK, NUMBER OF WORKERS

[illegible]

1. The results of the analysis of the data of the 1990-1991 season are presented in Table 1. The data show that the average yield of the 1990-1991 season was 1.5 t/ha, which is 1.5 times higher than the average yield of the 1980-1981 season (1.0 t/ha). The average yield of the 1990-1991 season was 1.5 t/ha, which is 1.5 times higher than the average yield of the 1980-1981 season (1.0 t/ha).





# DRAWING KEY NOTES

1. EXISTING ELECTRICAL TO REMAIN AND REPAIR/MODIFY. REFER TO PANEL SCHEDULE ON SHEET E-3.
2. REMOVE EXISTING REMOVE EXISTING LIGHTS AND CONTROLS FOR THIS AREA. PROVIDE NEW LIGHTS AND CONTROLS AS SHOWN ON SHEET E-4.
3. REMOVE EXISTING RECEPTACLES AND DATA OUTLETS FROM WALLS TO BE DEMOLISHED. REFER TO SHEET E-3 FOR DISPOSITION OF EXISTING RECEPTACLES TO REMAIN.
4. EXISTING LIGHTS TO BE REPLACED. PROVIDE NEW CONTROL AND ELECTRICAL CONNECTION AS SHOWN ON SHEET E-2,3.
5. EXISTING AHU TO REMAIN. MAINTAIN EXISTING ELECTRICAL CONNECTION.
6. EXISTING GAS WATER HEATER TO REMAIN. MAINTAIN EXISTING ELECTRICAL CONNECTION.

# DEMOLITION NOTES

1. It shall be the responsibility of the contractor to remove existing equipment as indicated to accompany the new work as shown on the drawings. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings.
2. When removing electrical equipment and systems, all connections shall be sealed to prevent backflow of air into the building. The contractor shall coordinate with the owner for the removal of all existing equipment and materials as shown on the drawings.
3. The contractor shall coordinate with the owner for the removal of all existing equipment and materials as shown on the drawings. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings.
4. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings.
5. The contractor shall coordinate with the owner for the removal of all existing equipment and materials as shown on the drawings. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings.
6. The contractor shall coordinate with the owner for the removal of all existing equipment and materials as shown on the drawings. The contractor shall be responsible for the removal of all existing equipment and materials as shown on the drawings.
7. When existing elements of electrical equipment and systems are removed, all remaining equipment in the area shall be labeled as to be removed by the contractor.
8. Remove all miscellaneous fixtures and equipment not shown to be identified for removal on drawings at the discretion of the owner.
9. The contractor shall take all necessary precautions during demolition and construction to maintain the integrity and operation of existing fire safety and emergency alarm equipment.
10. The contractor shall take all necessary precautions during demolition and construction to maintain access to all rooms of egress corridors, stairways and exits.
11. The contractor shall take all necessary precautions during demolition and construction to maintain access to all rooms of egress corridors, stairways and exits.
12. The contractor shall be responsible for the removal of all fluorescent and LED lights disposed of the owner upon request.



**WALTERS  
ZACKRIA  
ARCHITECTS**

1000 W. 10TH AVENUE, SUITE 1000  
FORT LAUDERDALE, FL 33304  
TEL: 954.466.1111  
WWW.WALTERSZACKRIA.COM

**CITY OF FORT LAUDERDALE  
COOLEY'S LANDING  
RENOVATIONS**

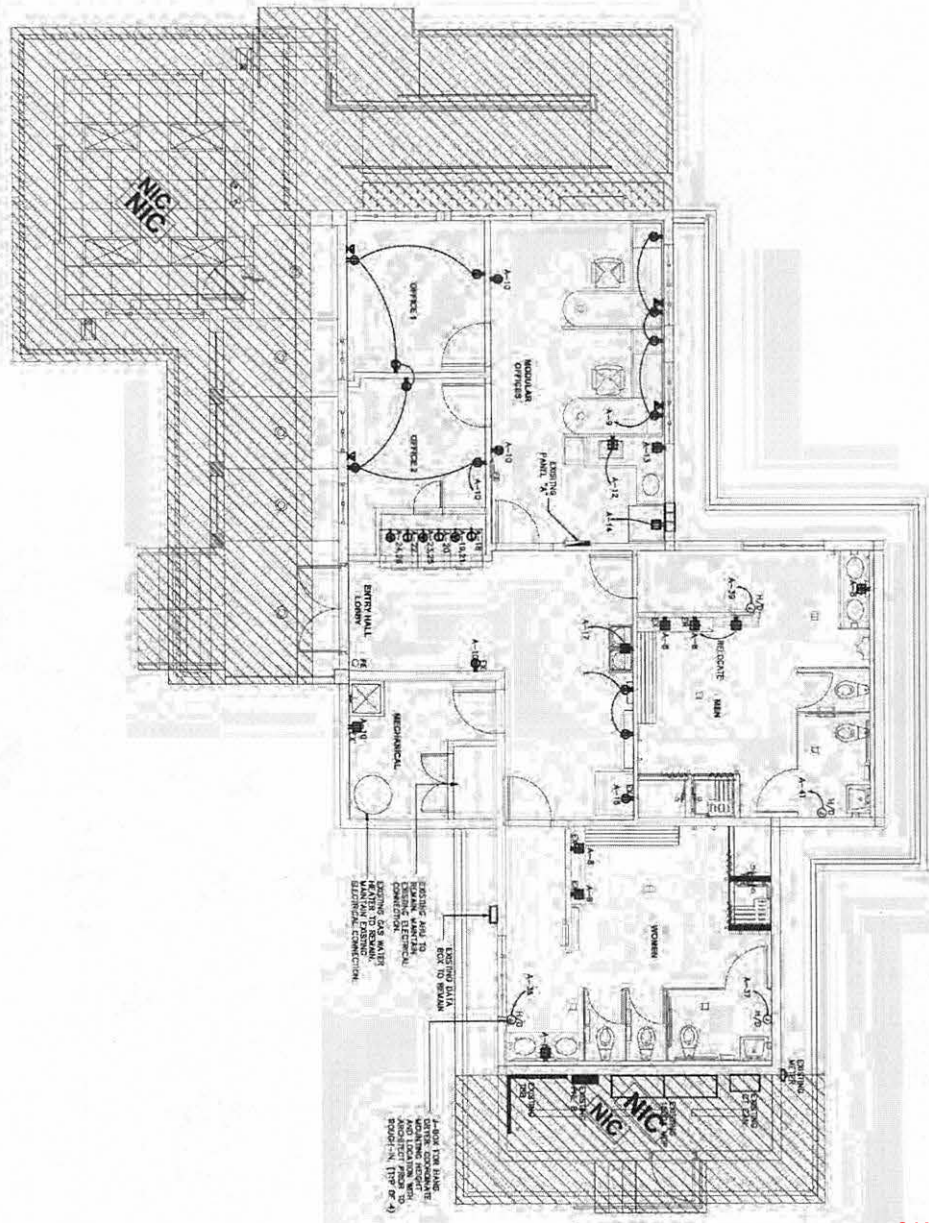
450 SW 7TH AVENUE  
FORT LAUDERDALE, FL 33312

DRAWN BY: AH/CJR/RT  
CHECKED BY: SW  
DATE: 07/28/2023

2302  
SHEET  
**E-2**

ELECTRICAL DEMOLITION  
PLAN



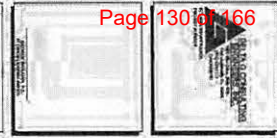


CAM #25-0496  
Exhibit 2  
Page 130 of 166

2302  
SHEET  
**E-3**  
POWER PLAN  
DRAWN BY: AHC/ART  
CHECKED BY: SW  
DATE: 07/28/2021

**CITY OF FORT LAUDERDALE  
COOLEY'S LANDING  
RENOVATIONS**  
460 SW 7TH AVENUE  
FORT LAUDERDALE, FL 33312

**WALTERS  
ZACKARIA  
ARCHITECTS**  
1001 S. UNIVERSITY AVE.  
SUITE 200  
FORT LAUDERDALE, FL 33301  
TEL: 954.433.1111  
WWW.WZARCHITECTS.COM







**WALTERS  
ZACKRIA  
ARCHITECTS**  
3001 N. UNIVERSITY WAY  
FORT LAUDERDALE, FL 33308  
PHONE: (954) 571-1111  
WWW.WALTERSZACKRIA.COM

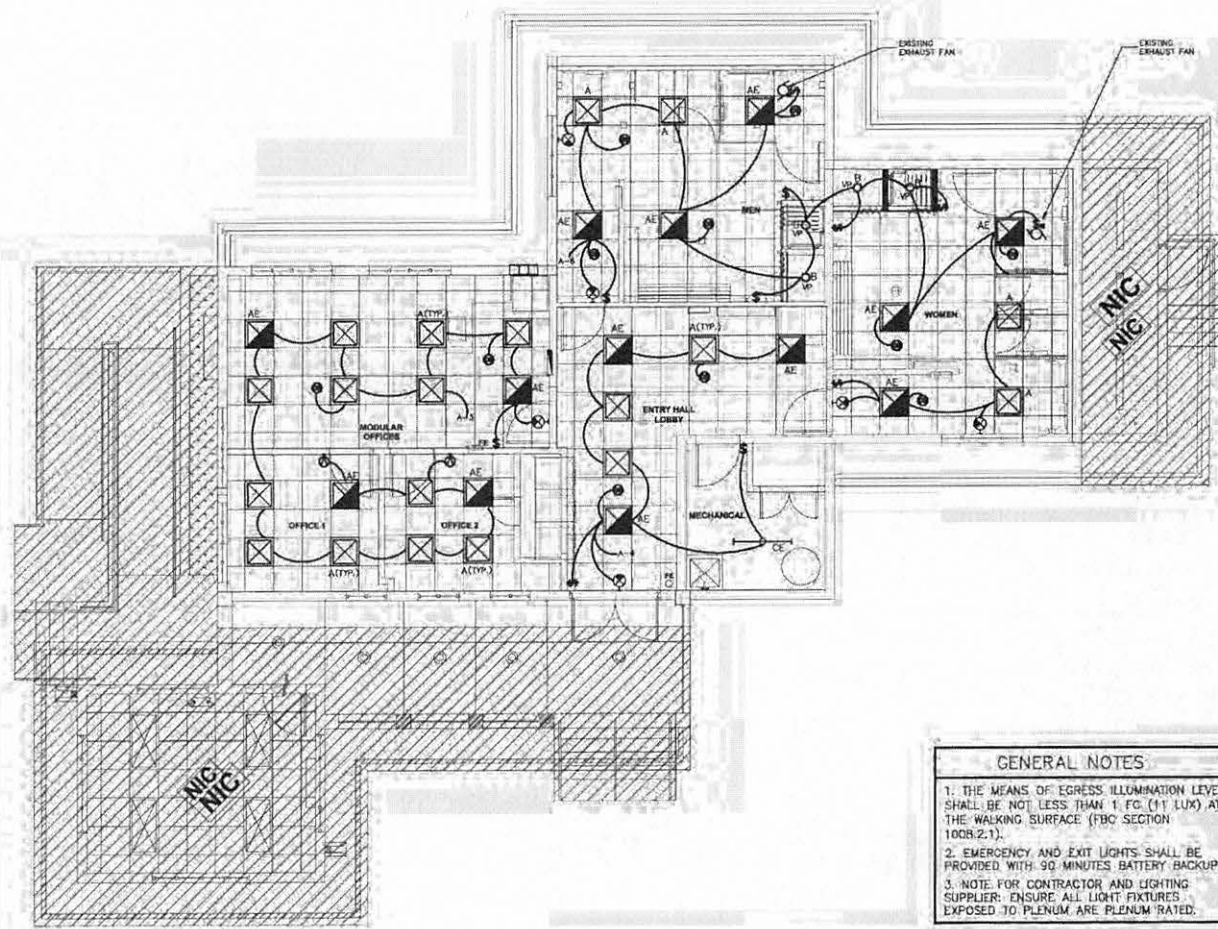
3001 N. UNIVERSITY WAY, SUITE 100  
FORT LAUDERDALE, FL 33308  
CONTRACT NO. 2021-001  
DATE: 07/28/2023  
DRAWN BY: JH/CA/RT  
CHECKED BY: SW  
DATE: 07/28/2023

**CITY OF FORT LAUDERDALE  
COOLEY'S LANDING  
RENOVATIONS**  
480 SW 7TH AVENUE  
FORT LAUDERDALE, FL 33312

DRAWN BY: JH/CA/RT  
CHECKED BY: SW  
DATE: 07/28/2023

2302  
SHEET  
**E-4**

LIGHTING PLAN  
EXHIBIT 2  
Page 131 of 166



**GENERAL NOTES**

1. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE NOT LESS THAN 1 FC (11 LUX) AT THE WALKING SURFACE (FBC SECTION 100B.2.1).
2. EMERGENCY AND EXIT LIGHTS SHALL BE PROVIDED WITH 90 MINUTES BATTERY BACKUP.
3. NOTE FOR CONTRACTOR AND LIGHTING SUPPLIER: ENSURE ALL LIGHT FIXTURES EXPOSED TO PLENUM ARE PLENUM RATED.

COOLEY'S LANDING INTERIOR RENOVATION									
LIGHTING FIXTURE SCHEDULE									
TYPE	MANUFACTURER	DESCRIPTION	QTY	TYPE	VOLTS	WATTS	REMARKS	REMARKS	DATE
A	OSRAM	2000K 40W LED DOWNLIGHT	1	LED DOWNLIGHT	120V	40W	REMARKS	REMARKS	DATE
AE	OSRAM	2000K 40W LED DOWNLIGHT	1	LED DOWNLIGHT	120V	40W	REMARKS	REMARKS	DATE
B	OSRAM	2000K 40W LED DOWNLIGHT	1	LED DOWNLIGHT	120V	40W	REMARKS	REMARKS	DATE
CE	OSRAM	2000K 40W LED DOWNLIGHT	1	LED DOWNLIGHT	120V	40W	REMARKS	REMARKS	DATE
EX	OSRAM	2000K 40W LED DOWNLIGHT	1	LED DOWNLIGHT	120V	40W	REMARKS	REMARKS	DATE

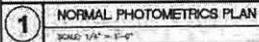
**1** LIGHTING PLAN  
SCALE: 1/4" = 1'-0"



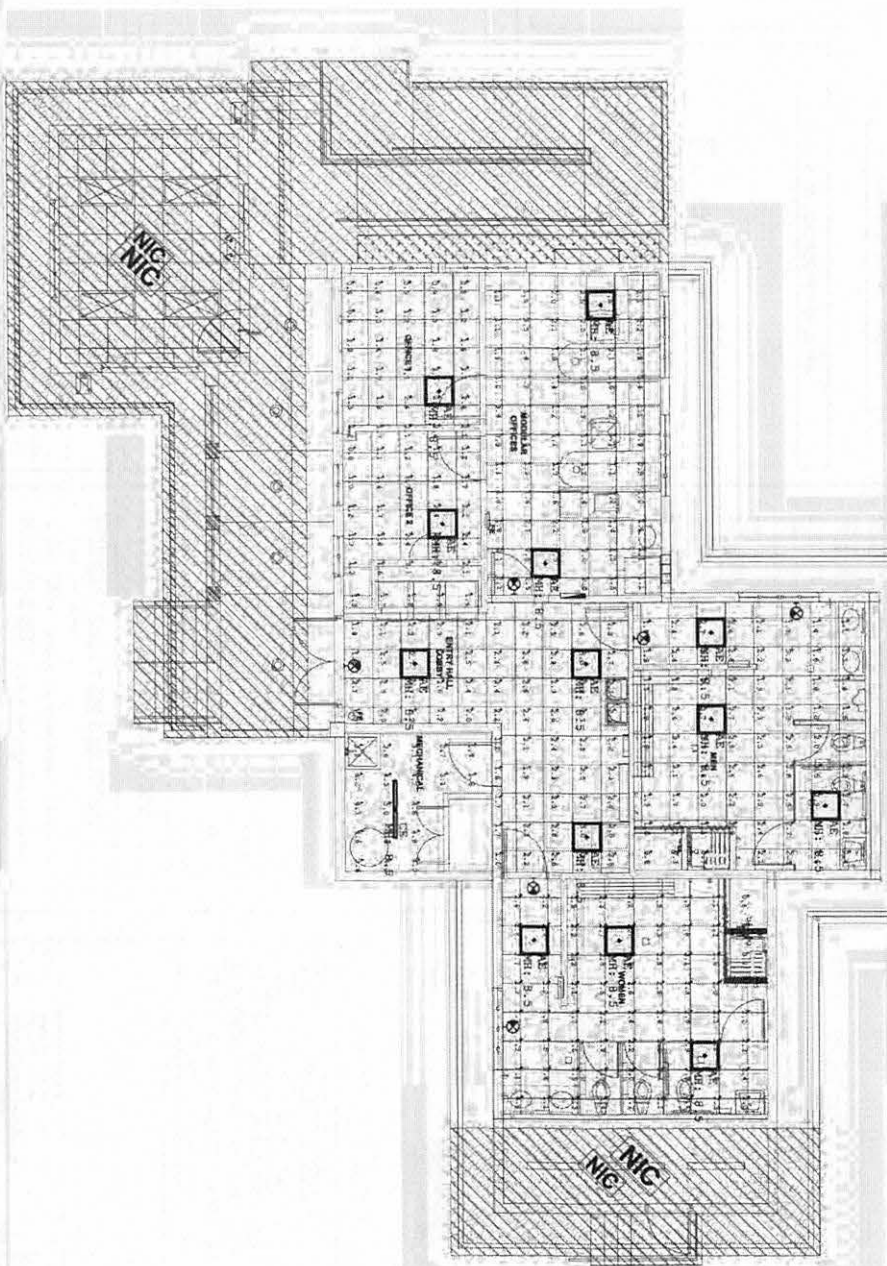




Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Entry Hall Lobby Floor	Illuminance	Fc	35.13	44.5	13.1	2.30
Mechanical Floor	Illuminance	Fc	22.66	30.5	10.8	2.12
Men's Rooms Floor	Illuminance	Fc	24.88	34.8	7.9	2.09
Modular Offices Floor	Illuminance	Fc	44.00	53.0	29.4	1.75
Office #1 Floor	Illuminance	Fc	38.19	46.9	28.9	1.32
Office #2 Floor	Illuminance	Fc	41.66	52.7	31.9	1.31
Women's Rooms Floor	Illuminance	Fc	28.09	33.6	14.6	1.72







Illuminance Schedule		Arrangement		Description		LUX		Footcandle		Total	
Symbol	Label					Min	Max	Min	Max	Min	Max
1	A	Single		Ceiling Lighting ER2-261-840-AM-GRV-10V5		0.300	2.500	18	342	18	342
2	B	Single		Ceiling Lighting ER2-261-840-AM-GRV-10V5-REB		0.150	2.500	18	342	18	342
3	C	Single		Atlantic Lighting COBE-SL15-10K-9 / ECRW-10		0.150	60.75	44.75	167.5	44.75	167.5
4	D	Single		Ceiling Lighting ER2-261-840-AM-GRV-10V5-REB		0.150	60.75	44.75	167.5	44.75	167.5

Calculation Summary		Footcandle		Lux		Min		Max		Avg/Min		Max/Min	
Entry Hall Lobby Floor						0.3	2.5	18	342	18	342	18	342
Mechanical Floor						0.15	2.5	18	342	18	342	18	342
Men's Restroom Floor						0.15	2.5	18	342	18	342	18	342
Modular Offices Floor						0.15	2.5	18	342	18	342	18	342
Office #1 Floor						0.15	2.5	18	342	18	342	18	342
Office #2 Floor						0.15	2.5	18	342	18	342	18	342
Women's Restroom Floor						0.15	2.5	18	342	18	342	18	342

CAM #25-0496  
Exhibit 2  
Page 134 of 166



## SHOCK ARRESTOR SCHEDULE

P.E. DESCRIPTION	MAKER & MODEL	PIECE IN USE	CONNECTION
1	SOUL GEAR 850-A	1-11	1/2"
2	SOUL GEAR 853-B	12-32	3/4"
3	SOUL GEAR 854-C	33-65	1"

SOUL GEAR, LINDSAY, MONTGOMERY, FOR PISTONS, WTS. 80  
 ACROSS FROM RECORDS, CHANDLER TO ANY/ONE 100 S. 11th AVE.

## SLOPE OF HORIZ. DRAINAGE PIPE

Self (column)	Integrated status (row per body)
2nd/2nd of class	1/0
1st/1st	1/0
3rd or beyond	1/0

TABLE 10.6. (OF THE FLORIDA PLAYERS CODE 2000)

## PLUMBING GENERAL NOTES

- [illegible]

## PLUMBING INDEX

[illegible]

### SHOP DRAWING REQUIREMENTS

1. *Chlorophyll a* and *b* were determined by the method of Lichtenthaler (1987).
2. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
3. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
4. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
5. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
6. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
7. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
8. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
9. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
10. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.

## PLUMBING FIXTURE SCHEDULE

[illegible]

OR EQUAL. COORDINATE WITH ARCHITECT

### PLUMBING FIXTURE CONNECTION SCHEDULE

[illegible]

## SHOCK ARRESTOR SCHEDULE

P.E. DESCRIPTION	MAKER & MODEL	PIECES	UNITS	CONNECTION
1	SOUL CHIEF 850-A	1-11		1/2"
2	SOUL CHIEF 853-B	12-32		3/4"
3	SOUL CHIEF 854-C	23-65		1"

SOUL CHIEF, LINDSAY, MONTGOMERY, FOR PATTENTED, WTS. IN ACCORD RECORD, CONFORMS TO AHS/SSS 100 STANDARDS.

## SLOPE OF HORIZ. DRAINAGE PIPE

Self (column)	Integrated status (row per body)
2nd/2nd of class	1/0
1st/1st	1/0
3rd or beyond	1/0

TABLE 10.6. (OF THE FLORIDA PLANNING CODE 2000)

## PLUMBING GENERAL NOTES

- [illegible]

## PLUMBING INDEX

[illegible]

### SHOP DRAWING REQUIREMENTS

1. *Chlorophyll a* and *b* were determined by the method of Lichtenthaler (1987).
2. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
3. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
4. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
5. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
6. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
7. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
8. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
9. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.
10. The *in vitro* digestions were performed in 100 µl of 0.1 M Tris-HCl buffer, pH 7.5, containing 10 mM MgCl<sub>2</sub>, 10 mM NaCl, 10 mM DTT, and 10 mM EDTA.

## PLUMBING FIXTURE SCHEDULE

[illegible]

OR EQUAL. COORDINATE WITH ARCHITECT

### PLUMBING FIXTURE CONNECTION SCHEDULE

CRITERION	INTEGRATED RATING	SCENARIO DATA SET	ANALYSIS SCENARIO DATA SET
1. <b>LOWEST COST</b>	1		10 yr
2. <b>LOWEST RISK</b>	1	1-yr <sup>a</sup>	1 yr
3. <b>LOWEST RISK</b>	1	1-yr <sup>b</sup>	2 yr
4. <b>LOWEST RISK</b>	1	1-yr <sup>c</sup>	3 yr
5. <b>LOWEST RISK</b>	1	1-yr <sup>d</sup>	4 yr
6. <b>LOWEST RISK</b>	1	1-yr <sup>e</sup>	5 yr
7. <b>LOWEST RISK</b>	1	1-yr <sup>f</sup>	6 yr
8. <b>LOWEST RISK</b>	1	1-yr <sup>g</sup>	7 yr
9. <b>LOWEST RISK</b>	1	1-yr <sup>h</sup>	8 yr
10. <b>LOWEST RISK</b>	1	1-yr <sup>i</sup>	9 yr
11. <b>LOWEST RISK</b>	1	1-yr <sup>j</sup>	10 yr

NOTES:

- All options that comply with RMA 604 of the FZC.
- 1-yr<sup>a</sup> = 1 year.
- 1-yr<sup>b</sup> = 1 year.
- 1-yr<sup>c</sup> = 1 year.
- 1-yr<sup>d</sup> = 1 year.
- 1-yr<sup>e</sup> = 1 year.
- 1-yr<sup>f</sup> = 1 year.
- 1-yr<sup>g</sup> = 1 year.
- 1-yr<sup>h</sup> = 1 year.
- 1-yr<sup>i</sup> = 1 year.
- 1-yr<sup>j</sup> = 1 year.

The following is a list of the scenarios and their cost in \$/MWh:

1. 10 yr = 10 yr

2. 1 yr = 1 yr

3. 2 yr = 2 yr

4. 3 yr = 3 yr

5. 4 yr = 4 yr

6. 5 yr = 5 yr

7. 6 yr = 6 yr

8. 7 yr = 7 yr

9. 8 yr = 8 yr

10. 9 yr = 9 yr

11. 10 yr = 10 yr

12. 1 yr = 1 yr

13. 2 yr = 2 yr

14. 3 yr = 3 yr

15. 4 yr = 4 yr

16. 5 yr = 5 yr

17. 6 yr = 6 yr

18. 7 yr = 7 yr

19. 8 yr = 8 yr

20. 9 yr = 9 yr

21. 10 yr = 10 yr

22. 1 yr = 1 yr

23. 2 yr = 2 yr

24. 3 yr = 3 yr

25. 4 yr = 4 yr

26. 5 yr = 5 yr

27. 6 yr = 6 yr

28. 7 yr = 7 yr

29. 8 yr = 8 yr

30. 9 yr = 9 yr

31. 10 yr = 10 yr

32. 1 yr = 1 yr

33. 2 yr = 2 yr

34. 3 yr = 3 yr

35. 4 yr = 4 yr

36. 5 yr = 5 yr

37. 6 yr = 6 yr

38. 7 yr = 7 yr

39. 8 yr = 8 yr

40. 9 yr = 9 yr

41. 10 yr = 10 yr

42. 1 yr = 1 yr

43. 2 yr = 2 yr

44. 3 yr = 3 yr

45. 4 yr = 4 yr

46. 5 yr = 5 yr

47. 6 yr = 6 yr

48. 7 yr = 7 yr

49. 8 yr = 8 yr

50. 9 yr = 9 yr

51. 10 yr = 10 yr

52. 1 yr = 1 yr

53. 2 yr = 2 yr

54. 3 yr = 3 yr

55. 4 yr = 4 yr

56. 5 yr = 5 yr

57. 6 yr = 6 yr

58. 7 yr = 7 yr

59. 8 yr = 8 yr

60. 9 yr = 9 yr

61. 10 yr = 10 yr

62. 1 yr = 1 yr

63. 2 yr = 2 yr

64. 3 yr = 3 yr

65. 4 yr = 4 yr

66. 5 yr = 5 yr

67. 6 yr = 6 yr

68. 7 yr = 7 yr

69. 8 yr = 8 yr

70. 9 yr = 9 yr

71. 10 yr = 10 yr

72. 1 yr = 1 yr

73. 2 yr = 2 yr

74. 3 yr = 3 yr

75. 4 yr = 4 yr

76. 5 yr = 5 yr

77. 6 yr = 6 yr

78. 7 yr = 7 yr

79. 8 yr = 8 yr

80. 9 yr = 9 yr

81. 10 yr = 10 yr

82. 1 yr = 1 yr

83. 2 yr = 2 yr

84. 3 yr = 3 yr

85. 4 yr = 4 yr

86. 5 yr = 5 yr

87. 6 yr = 6 yr

88. 7 yr = 7 yr

89. 8 yr = 8 yr

90. 9 yr = 9 yr

91. 10 yr = 10 yr

92. 1 yr = 1 yr

93. 2 yr = 2 yr

94. 3 yr = 3 yr

95. 4 yr = 4 yr

96. 5 yr = 5 yr

97. 6 yr = 6 yr

98. 7 yr = 7 yr

99. 8 yr = 8 yr

100. 9 yr = 9 yr

101. 10 yr = 10 yr

102. 1 yr = 1 yr

103. 2 yr = 2 yr

104. 3 yr = 3 yr

105. 4 yr = 4 yr

106. 5 yr = 5 yr

107. 6 yr = 6 yr

108. 7 yr = 7 yr

109. 8 yr = 8 yr

110. 9 yr = 9 yr

111. 10 yr = 10 yr

112. 1 yr = 1 yr

113. 2 yr = 2 yr

114. 3 yr = 3 yr

115. 4 yr = 4 yr

116. 5 yr = 5 yr

117. 6 yr = 6 yr

118. 7 yr = 7 yr

119. 8 yr = 8 yr

120. 9 yr = 9 yr

121. 10 yr = 10 yr

122. 1 yr = 1 yr

123. 2 yr = 2 yr

124. 3 yr = 3 yr

125. 4 yr = 4 yr

126. 5 yr = 5 yr

127. 6 yr = 6 yr

128. 7 yr = 7 yr

129. 8 yr = 8 yr

130. 9 yr = 9 yr

131. 10 yr = 10 yr

132. 1 yr = 1 yr

133. 2 yr = 2 yr

134. 3 yr = 3 yr

135. 4 yr = 4 yr

136. 5 yr = 5 yr

137. 6 yr = 6 yr

138. 7 yr = 7 yr

139. 8 yr = 8 yr

140. 9 yr = 9 yr

141. 10 yr = 10 yr

142. 1 yr = 1 yr

143. 2 yr = 2 yr

144. 3 yr = 3 yr

145. 4 yr = 4 yr

146. 5 yr = 5 yr

147. 6 yr = 6 yr

148. 7 yr = 7 yr

149. 8 yr = 8 yr

150. 9 yr = 9 yr

151. 10 yr = 10 yr

152. 1 yr = 1 yr

153. 2 yr = 2 yr

154. 3 yr = 3 yr

155. 4 yr = 4 yr

156. 5 yr = 5 yr

157. 6 yr = 6 yr

158. 7 yr = 7 yr

159. 8 yr = 8 yr

160. 9 yr = 9 yr

161. 10 yr = 10 yr

162. 1 yr = 1 yr

163. 2 yr = 2 yr

164. 3 yr = 3 yr

165. 4 yr = 4 yr

166. 5 yr = 5 yr

167. 6 yr = 6 yr

168. 7 yr = 7 yr

169. 8 yr = 8 yr

170. 9 yr = 9 yr

171. 10 yr = 10 yr

172. 1 yr = 1 yr

173. 2 yr = 2 yr

174. 3 yr = 3 yr

175. 4 yr = 4 yr

176. 5 yr = 5 yr

177. 6 yr = 6 yr

178. 7 yr = 7 yr

179. 8 yr = 8 yr

180. 9 yr = 9 yr

181. 10 yr = 10 yr

182. 1 yr = 1 yr

183. 2 yr = 2 yr

184. 3 yr = 3 yr

185. 4 yr = 4 yr

186. 5 yr = 5 yr

187. 6 yr = 6 yr

188. 7 yr = 7 yr

189. 8 yr = 8 yr

190. 9 yr = 9 yr

191. 10 yr = 10 yr

192. 1 yr = 1 yr</

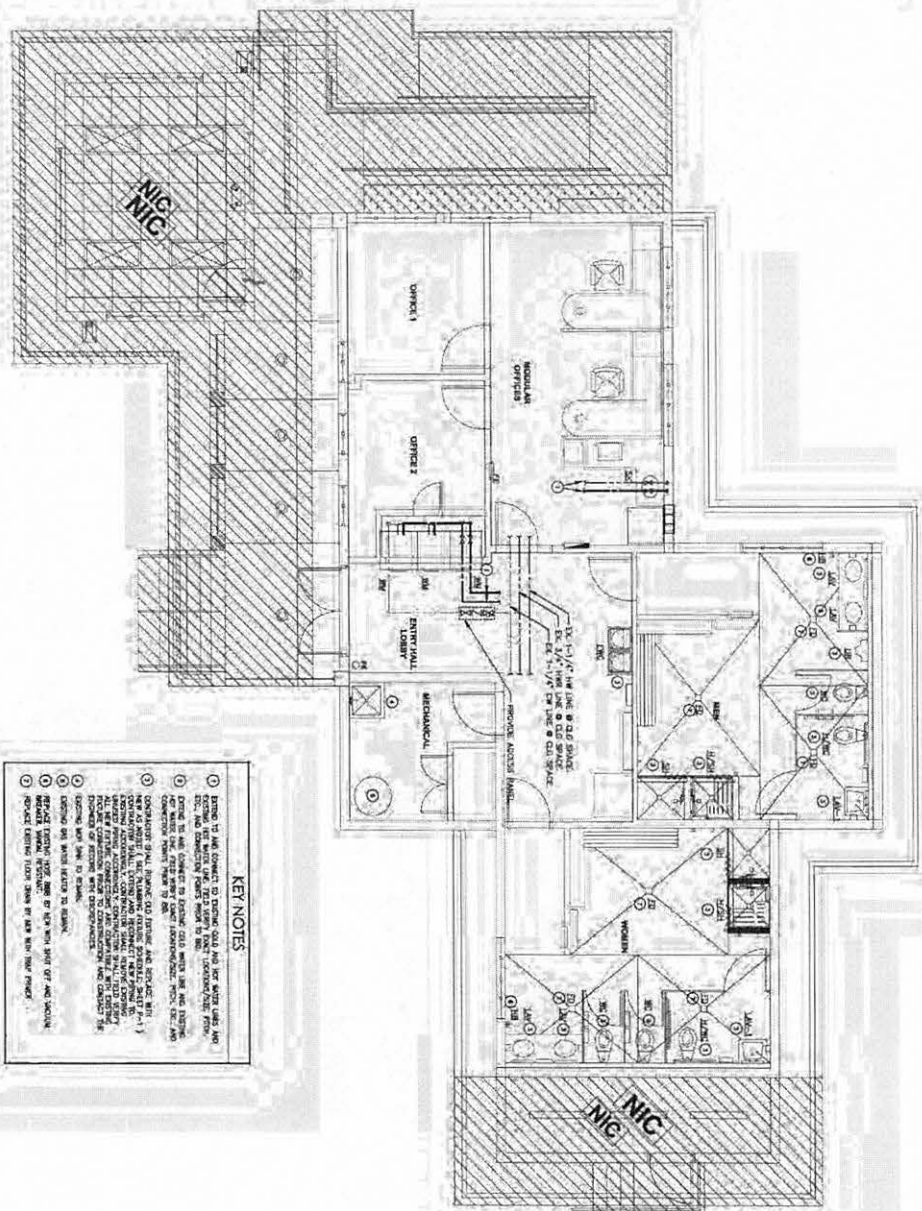
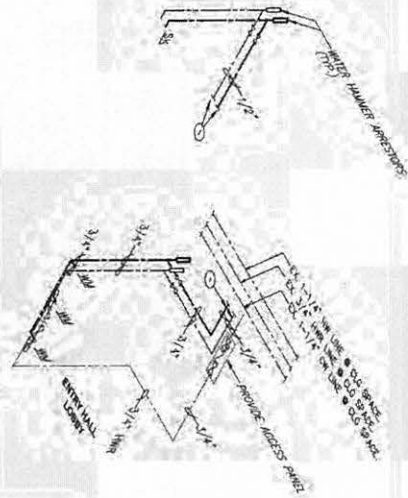




CAM #25-0496  
Exhibit 2  
Page 136 of 166



2 DOMESTIC WATER ISOMETRIC  
SCALE IN IN.



- [illegible]



**1 SANITARY PLAN**  
SCALE: 1/4" = 1'-0"

**2 SANITARY ISOMETRIC**  
SCALE: N.T.S.

- KEY NOTES**
1. EXTEND TO AND CONNECT TO EXISTING SANITARY WASTE LINE AND EXISTING VENT SERVING SPACE. FIELD VERY EXACT LOCATION/SIZE, PITCH, ETC., AND CONNECTION POINTS PRIOR TO BID.
  2. CONTRACTOR SHALL REMOVE OLD FIXTURES AND REPLACE WITH NEW AS NOTED. IF THE PLUMBING FIXTURE IS COVERED, SHEET P-1. CONTRACTOR SHALL EXTEND AND RECONNECT NEW PIPING TO EXISTING APPROPRIATELY. CONTRACTOR SHALL REMOVE EXISTING FIXTURES PRIOR TO CONSTRUCTION AND CONTACT THE ENGINEER OF RECORD WITH DISCREPANCIES.
  3. EXISTING HOP SHW TO REMAIN.
  4. EXISTING LINE TRAP TO REMAIN.



**WALTERS  
ZACKRIA  
ARCHITECTS**  
2500 W. 10TH AVE. SUITE 200  
FORT LAUDERDALE, FL 33311  
TEL: 954.581.1234  
WWW.WZARCHITECTS.COM

**CITY OF FORT LAUDERDALE  
COOLEY'S LANDING  
RENOVATIONS**  
480 SW 7TH AVENUE  
FORT LAUDERDALE, FL 33312

DRAWN BY: AH/CJW/RT  
CHECKED BY: SW  
DATE: 07/28/2023

2502  
SHEET  
**P-4**

SANITARY PLAN  
CAM NO. 001  
EXHIBIT 2  
Page 138 of 160



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 1**

**ITB NO. 178**

**COOLEY'S LANDING MARINA PARK ADMIN BUILDING  
IMPROVEMENTS**

**ISSUED: September 20, 2023**

**This addendum is being issued to make the following change(s):**

- 1. The Bid Due Date has been changed to Friday, October 6, 2023, at 2:00PM Local Time.**
- 2. The Question-and-Answer period has been extended to 5:00 p.m. on September 27, 2023**

**All other terms, conditions, and specifications remain unchanged.**

**Michelle Lemire  
Procurement Administrator**

**Company Name:** \_\_\_\_\_  
(please print)

**Bidder's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_





## Response For Supplier: ENCOP, INC.

**Event # :** 178-1

**Name:** Cooley's Landing Marina Park Admin Building Improvements

**Description:** Cooley's Landing Marina Park - Admin Building Improvements, Project No. 12753.

Date created: October 3, 2023  
11:23:46 AM EDT

Preview date:

Open date: August 29, 2023  
2:00:00 PM EDT

Close date: October 6, 2023  
2:00:00 PM EDT

Date submitted: October 6,  
2023 1:34:02 PM EDT

Q & A open date: August 29,  
2023 2:01:00 PM EDT

Q & A close date: September  
27, 2023 5:00:00 PM EDT

Dispute close date:

**Responded To:** 25 Out of 25 Lines

**Total Bid Amount:** 376,341.00 **Response Currency:** USD

## Question Responses

Question	Answer	Attachment
Did you fill out and attach all required documents?	Yes	Event 178 - Required Forms.pdf

## Response Attachments

Attachment
Event 178 - Addendum No. 1.pdf
license3811076.pdf
Bid Bond.pdf
Event 178 - Required Forms.pdf

## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

### Line Responses

#### Line 1: DEMOLITION & REMOVAL - FLOORING

**Description:** Removal and disposal of existing flooring, per technical specifications.

**Item:** REMOVE & DISPOSE - FLOORING Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

**Quantity:** 1,439.0000

**Unit of Measure:** SF

**Requested Delivery Date:** 09/30/2023

**Bid Quantity:** 1,439.0000

**Unit Price:** 4.0000

**Extended Amount:** 5,756.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** REMOVE & DISPOSE - FLOORING

#### Line 2: DEMOLITION & REMOVAL - WALLS & PARTITIONS

**Description:** Removal and disposal of existing interior walls and toilet partitions, per specifications.

**Item:** REMOVE & DISPOSE - WALLS/PARTITI Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

**Quantity:** 1.0000

**Unit of Measure:** LS

**Requested Delivery Date:** 09/30/2023

**Bid Quantity:** 1.0000

**Unit Price:** 4,680.0000

**Extended Amount:** 4,680.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** REMOVE & DISPOSE - WALLS/PARTITI

#### Line 3: DEMOLITION & REMOVAL - PLUMBING FIXTURES

**Description:** Removal and disposal of existing plumbing fixtures, per specifications.

**Item:** REMOVE & DISPOSE - PLUMBING FIXT Per Specifications



## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

Commodity Code: 906-38 General Construction - Architectural  
Quantity: 1.0000 Unit of Measure: LS

Requested: 09/30/2023  
Delivery Date:

Bid Quantity: 1.0000

Unit Price: 6,504.0000

Extended Amount: 6,504.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: REMOVE & DISPOSE - PLUMBING FIXT

### Line 4: DEMOLITION & REMOVAL - TOILETS

Description: Removal and disposal of existing toilets and accessories, per specifications.

Item: REMOVE & DISPOSE - TOILETS Per Specifications

Commodity Code: 906-38 General Construction - Architectural  
Quantity: 1.0000 Unit of Measure: LS

Requested: 09/30/2023  
Delivery Date:

Bid Quantity: 1.0000

Unit Price: 6,504.0000

Extended Amount: 6,504.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: REMOVE & DISPOSE - TOILETS

### Line 6: DEMOLITION & REMOVAL - DOORS

Description: Removal and disposal of frames, doors, and louvers, etc., per specifications.

Item: REMOVE & DISPOSE - DOORS Per Specifications

Commodity Code: 906-38 General Construction - Architectural  
Quantity: 7.0000 Unit of Measure: EA

Requested: 09/30/2023  
Delivery Date:

Bid Quantity: 7.0000

Unit Price: 488.0000

Extended Amount: 3,416.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: REMOVE & DISPOSE - DOORS

**Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements**

**Line 7: DEMOLITION & REMOVAL - CASEWORK AND COUNTERS**

**Description:** Removal and disposal of casework, counters, etc., per specifications.

**Item:** REMOVE & DISPOSE - COUNTERS/CASE Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

**Quantity:** 1.0000

**Unit of Measure:** LS

**Requested:** 09/30/2023  
**Delivery Date:**

**Bid Quantity:** 1.0000

**Unit Price:** 1,813.0000

**Extended Amount:** 1,813.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** REMOVE & DISPOSE - COUNTERS/CASE

**Line 8: DEMOLITION & REMOVAL - CEILING, GRID, TILE**

**Description:** Removal and disposal of ceiling, grid, tile, and light fixtures, per specifications.

**Item:** REMOVE & DISPOSE - CEILING Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

**Quantity:** 1,353.0000

**Unit of Measure:** SF

**Requested:** 09/30/2023  
**Delivery Date:**

**Bid Quantity:** 1,353.0000

**Unit Price:** 5.0000

**Extended Amount:** 6,765.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** REMOVE & DISPOSE - CEILING

**Line 9: WALL INFILL**

**Description:** Provide all required labor and materials for a wall infill, per specifications.

**Item:** LABOR AND MATERIALS Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

CAM #25-0496

Exhibit 2

Page 143 of 166 Page 4



## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

Quantity: 1.0000

Unit of Measure: LS

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 1.0000

Unit Price: 7,805.0000

Extended Amount: 7,805.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 10: INSTALLATION - INTERIOR WALLS

Description: Provide all required labor and materials for installation of partition walls, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 487.0000

Unit of Measure: SF

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 487.0000

Unit Price: 16.0000

Extended Amount: 7,792.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 11: INSTALLATION - DOORS

Description: Provide all required labor and materials including paint for installation of doors, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 7.0000

Unit of Measure: EA

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 7.0000

Unit Price: 813.0000

Extended Amount: 5,691.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

### Line 12: INSTALLATION - LVT FLOORING

Description: Provide all required labor and materials to install LVT floors, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 767.0000 Unit of Measure: SF

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 767.0000

Unit Price: 12.0000

Extended Amount: 9,204.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 13: INSTALLATION - TILE FLOORING

Description: Provide all required labor and materials to install tile flooring, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 605.0000 Unit of Measure: SF

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 605.0000

Unit Price: 24.0000

Extended Amount: 14,520.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 14: SEAL CONCRETE FLOORS

Description: Provide all required labor and materials to seal concrete floors, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 99.0000 Unit of Measure: SF

Requested 09/30/2023  
Delivery Date:



## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

Bid Quantity: 99.0000

Unit Price: 33.0000

Extended Amount: 3,267.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 15: INSTALLATION - WALL TILES

Description: Provide all required labor and materials to install tile walls, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,692.0000

Unit of Measure: SF

Requested 09/30/2023

Delivery Date:

Bid Quantity: 1,692.0000

Unit Price: 29.2500

Extended Amount: 49,491.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 16: INSTALLATION - RESTROOM ACCESSORIES

Description: Provide all required labor and materials to install restroom accessories including signs, fire extinguishers, etc., per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of Measure: LS

Requested 09/30/2023

Delivery Date:

Bid Quantity: 1.0000

Unit Price: 19,512.0000

Extended Amount: 19,512.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 17: INSTALLATION - TOILET PARTITIONS

CAM #25-0496

Exhibit 2

Page 146 of 166 Page 7

## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

**Description:** Provide all required labor and materials to install toilet partitions, per specifications.

**Item:** LABOR AND MATERIALS Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

**Quantity:** 51.0000

**Unit of Measure:** LF

**Requested Delivery Date:** 09/30/2023

**Bid Quantity:** 51.0000

**Unit Price:** 203.0000

**Extended Amount:** 10,353.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** LABOR AND MATERIALS

### Line 18: INSTALLATION - COUNTERS

**Description:** Provide all required labor and materials to install new counters and casework, per specifications.

**Item:** LABOR AND MATERIALS Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

**Quantity:** 40.0000

**Unit of Measure:** SF

**Requested Delivery Date:** 09/30/2023

**Bid Quantity:** 40.0000

**Unit Price:** 325.5000

**Extended Amount:** 13,020.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** LABOR AND MATERIALS

### Line 19: INSTALLATION - ACOUSTICAL TILE CEILING & LIGHT FIXTURES

**Description:** Provide all required labor and materials to install acoustical tile ceiling and light fixtures, per specifications.

**Item:** LABOR AND MATERIALS Per Specifications

**Commodity Code:** 906-38 General Construction - Architectural

**Quantity:** 1,315.0000

**Unit of Measure:** SF

**Requested Delivery Date:** 09/30/2023

**Bid Quantity:** 1,315.0000

**Unit Price:** 16.0000

**Extended Amount:** 21,040.00

CAM #25-0496

Exhibit 2

Page 147 of 166 Page 8



## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 20: INSTALLATION - GYPSUM BOARD CEILING

Description: Provide all required labor, materials, and light fixtures to install new gypsum board ceiling, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 39.0000

Unit of Measure: SF

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 39.0000

Unit Price: 58.0000

Extended Amount: 2,262.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 21: INSTALLATION - KITCHEN CASEWORK

Description: Provide all required labor and materials to install new kitchen counters and casework, per specifications.

Item: LABOR AND MATERIALS Per Specifications

Commodity Code: 906-38 General Construction - Architectural

Quantity: 40.0000

Unit of Measure: SF

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 40.0000

Unit Price: 367.0000

Extended Amount: 14,680.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 22: INSTALLATION - PLUMBING

Description: Provide all required labor and materials to install all new plumbing fixtures, per specifications.

CAM #25-0496

Exhibit 2

Page 148 of 166 Page 9

## Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements

Item: LABOR AND MATERIALS Per Specifications  
Commodity Code: 906-38 General Construction - Architectural  
Quantity: 1.0000 Unit of Measure: LS

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 1.0000

Unit Price: 51,788.0000

Extended Amount: 51,788.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 23: INSTALLATION - HVAC

Description: Provide all required labor and materials for HVAC System repairs/upgrades, per specifications.

Item: LABOR AND MATERIALS Per Specifications  
Commodity Code: 906-38 General Construction - Architectural  
Quantity: 1.0000 Unit of Measure: LS

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 1.0000

Unit Price: 32,163.0000

Extended Amount: 32,163.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

### Line 24: INSTALLTION - ELECTRICAL

Description: Provide all required labor and materials for electrical system repairs/upgrades, per specifications.

Item: LABOR AND MATERIALS Per Specifications  
Commodity Code: 906-38 General Construction - Architectural  
Quantity: 1.0000 Unit of Measure: LS

Requested 09/30/2023  
Delivery Date:

Bid Quantity: 1.0000

Unit Price: 42,830.0000

Extended Amount: 42,830.00

No Charge: No

No Bid: No

Delivery Date: 09/30/2023

Vendor Item: LABOR AND MATERIALS

CAM #25-0496  
Exhibit 2

Page 149 of 166 Page 10



**Event # 178-1: Cooley's Landing Marina Park Admin Building Improvements**

**Line 25: MISCELLANEOUS REPAIRS**

**Description:** Provide all required patching, repairs, touch up, etc., to building interior as required.

**Item:** LABOR AND MATERIALS    **Per Specifications**

**Commodity Code:** 906-38    **General Construction - Architectural**

**Quantity:** 1.0000

**Unit of Measure:** LS

**Requested:** 09/30/2023  
**Delivery Date:**

**Bid Quantity:** 1.0000

**Unit Price:** 23,805.0000

**Extended Amount:** 23,805.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** LABOR AND MATERIALS

**Line 26: ALTERNATE ITEM - INTERIOR PAINT**

**Description:** Provide all required labor and materials to paint interior areas of the building, per specifications.

**Item:** LABOR AND MATERIALS    **Per Specifications**

**Long Item:** ALTERNATE BID ITEM  
**Description:**

**Commodity Code:** 906-38    **General Construction - Architectural**

**Quantity:** 2,336.0000

**Unit of Measure:** SF

**Requested:** 09/30/2023  
**Delivery Date:**

**Bid Quantity:** 2,336.0000

**Unit Price:** 5.0000

**Extended Amount:** 11,680.00

**No Charge:** No

**No Bid:** No

**Delivery Date:** 09/30/2023

**Vendor Item:** LABOR AND MATERIALS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

10/11/2023

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 INSUREN(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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

Express Service Insurance  
20925 Lyons Rd  
Boca Raton, FL 33428

CONTACT NAME:	Aria Teclia
PHONE (A/C, H/F, M):	(854) 943-7890
FAX (A/C, H/F, M):	(754) 227-6383
E-MAIL ADDRESS:	col@express-fl.com
INSURER(S) AFFORDING COVERAGE:	
INSURER A:	Progressive Commercial
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	
NAICS:	10183

## INSURED

ENCOP INC.  
7858 SW 3rd St  
N Lauderdale, FL 33068

## COVERAGES

CERTIFICATE NUMBER: 00001770-577811

REVISION NUMBER: 107

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.

TYPE OF INSURANCE	AGENCY/INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY					
<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
					DAMAGE TO RENTED PREMISES (EA occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADULTERY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMPROP AGG \$
GENL AGGREGATE LIMIT APPLIES PER:					
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					
OTHER					
A AUTOMOBILE LIABILITY	N N	08461135	12/17/2022	12/17/2023	COMBINED SINGLE LIMIT (EA accident) \$ 100,000
<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY					
<input type="checkbox"/> NON-OWNED AUTOS ONLY					
UMBRELLA LIAB					EACH OCCURRENCE \$
EXCESS LIAB					AGGREGATE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					
DED <input type="checkbox"/> RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED?	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
(If yes, describe under DESCRIPTION OF OPERATIONS below)					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY INSURANCE HAS AN A.I. BLANKET

## CERTIFICATE HOLDER

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

## 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

CAM #25-0496  
Exhibit 2  
Page 151 of 166

(ATT)





# AIA Document A310™ – 2010

Bond# SU1197851

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Encop, Inc.  
7858 SW 3rd Street  
North Lauderdale, FL 33068

### SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company  
Harborside 3, 210 Hudson Street, Suite 300  
Jersey City, NJ 07311

### OWNER:

(Name, legal status and address)

City of Fort Lauderdale  
100 N. Andrews Avenue, Suite 619  
Fort Lauderdale, FL 33301

### BOND AMOUNT:

Five Percent of Bid Amount (5% of Bid Amount)

### PROJECT:

(Name, location or address, and Project number, if any)

Cooley's Landing Marina Park Administration Building Improvements  
Bid No. 178

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of October, 2023.


  
(Witness)

  
(Witness)

Encop, Inc.

(Contractor as Principal)


(Seal)

  
(Title) Wolmer De Oliveira, President

Arch Insurance Company

(Surety)

(Seal)

  
(Title) Odalis Cabrera, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

CAM #25-0496  
Exhibit 2  
Page 152 of 166

ACD13070819

Init.



This Power of Attorney binds the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Contract, Title, Interest Rate or Stockholder Voting Certificate.

## POWER OF ATTORNEY

## Know All Persons By These Presents:

The Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative offices in Jersey City, New Jersey, is hereby authorized to the (Company) as hereby appears.

Christina M. Ford Harris, Marlene M. Rasmussen and Orlan Colburn of Miami, FL (RAC24)

do and lawfully Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power, for and on its behalf as surety, and as its agent and agent. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and wholly for all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, one and several copies of which are hereinafter set forth and are hereby certified to be in full force and effect.

**VOTED:** That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary, shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company, bonds, undertakings, recognizances and other surety obligations obligatory to the extent thereof, and any such officers of the Company may appoint agents or appointees of process.

This Power of Attorney is signed, sealed and certified by its title under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

**VOTED:** That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by electronic means to any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power or instrument, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company, in testimony whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of February, 2023.

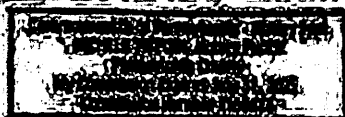
Attested and Certified

*Roger A. Shulman*

Roger A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michaela Trepach, a Notary Public, do hereby certify that Roger A. Shulman and Stephen C. Ruzicki, personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being Germans duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said Corporation and as their own free and voluntary act for the uses and purposes therein set forth.



Arch Insurance Company

*Stephen C. Ruzicki*

Stephen C. Ruzicki, Executive Vice President

*Michaela Trepach*

Michaela Trepach, Notary Public  
My commission expires 07/31/2025

## CERTIFICATION

I, Roger A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 16, 2023, on behalf of the persons certified above to a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect to the date of this certification, and I do further certify that the said Stephen C. Ruzicki, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of October, 2023.

*Roger A. Shulman*

Roger A. Shulman, Secretary

This Power of Attorney binds the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 610 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 1**

**ITB NO. 178**

**COOLEY'S LANDING MARINA PARK ADMIN BUILDING  
IMPROVEMENTS**

**ISSUED: September 20, 2023**

This addendum is being issued to make the following change(s):

1. The Bid Due Date has been changed to Friday, October 6, 2023, at 2:00PM Local Time.
2. The Question and Answer period has been extended to 5:00 p.m. on September 27, 2023.

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

Company Name: ENCOP, INC.

(please print)

Bidder's Signature: *William F. DeChene*

Date: 10/3/2023





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**OLIVEIRA, WOLMER FONSECA**

ENCOP INC  
7858 SW 3RD STREET  
NORTH LAUDERDALE FL 33068-1206

**LICENSE NUMBER: CGC1518810**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CAM #25-0496  
Exhibit 2  
Page 155 of 166



## QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: ENCOP, INC

President WOLMER OLIVEIRA

Business Address:

7858 SW 3RD ST NORTH LAUDERDALE FL 33068

Telephone: 754 367 2115

Fax:

E-Mail Address:

WOLMER@ENCOPINC.COM

What was the last project of this nature which you completed? Include the year, description, and contract value.

CITY OF LAKE WORTH BUILDING IMPROVEMENTS 2023, \$242,467.30

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

FDACS - Florida Department of Agriculture &amp; Consumer Services Allan Odien, 800 881-0103 Allan.

City of North Lauderdale George Kozmczyk Public Works/Utilities Director 954 734-7060 gkozmczyk@

COLLIER COUNTY FACILITIES FEMA-Hurricane Irma Facilities Repairs Tony Barnes 239 268-0038

How many years has your organization been in business? 20

Have you ever failed to complete work awarded to you; if so, where and why?

NO

The name of the qualifying agent for the firm and his position is: WOLMER OLIVEIRA

Certificate of Competency Number of Qualifying Agent: CGC1518810

Effective Date: 6/30/2010

Expiration Date: 8/31/2024

Licensed in: 6/30/2010

Engineering Contractor's License #

(County/State)

Expiration Date:

**NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.**

**NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.**

**QUESTIONNAIRE SHEET**

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

YES

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a) ELECTRICAL

b) MECHANICAL

c) PLUMBING

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

TRUCKS, AND TOOLS

4. What equipment will you purchase for the proposed work?

NONE

5. What equipment will you rent for the proposed work?

NONE





## **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2\\_AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will reaffirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)

N/A N/A

Business Name

is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

N/A N/A

Business Name

is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)

N/A N/A

Business Name

is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

N/A N/A

Business Name

requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

N/A N/A

Business Name

requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

N/A

Business Name

is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: **BENECOP, INC.**

AUTHORIZED COMPANY PERSON: **WOLMER OLIVEIRA**

PRINT NAME

SIGNATURE

DATE

CAM #25-0496

Exhibit 2

Page 159 of 166

Forms Non-ISO Revision 03-2022



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.





## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- |     |  |   |
|-----|--|---|
| (1) | <b>N/A N/A</b><br>_____<br>Business Name | is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.           |
| (2) | <b>N/A N/A</b><br>_____<br>Business Name | is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.   |
| (3) | <b>N/A N/A</b><br>_____<br>Business Name | is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. |
| (4) | <b>N/A N/A</b><br>_____<br>Business Name | is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.  |
| (5) | <b>N/A N/A</b><br>_____<br>Business Name | is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.  |

BIDDER'S COMPANY: **ENCOP, INC.**

AUTHORIZED COMPANY PERSON: <b>WOLMER OLIVEIRA</b>	<i>Wolmer Oliveira</i>	10/31/2023
PRINT NAME	SIGNATURE	DATE



### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 8.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

#### NAME

N/A

#### RELATIONSHIPS

N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

*Wolmer Oliveira*

Authorized Signature

WOLMER OLIVEIRA

Name (Printed)

PRESIDENT

Title

10/03/2023

Date

CAM #25-0496

Exhibit 2

Rev. 09-2022 166



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

*Wolmer Oliveira*

Authorized Signature

**WOLMER OLIVEIRA**

Print Name and Title

**10/3/2023**

Date





**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: BID/EVENT NO. 178 PROJECT NO. P12753

Project Description:

**Cooley's Landing Marina Park Administration Building Improvements**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract; and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **ENCOP, INC.**

Authorized Company Person's Signature:

*William P. DeOliveira*

Authorized Company Person's Title:

**PRESIDENT**

Date: **10/3/2023**  
**10/03/2023**



### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

**ENCOP, INC.**

Company Name

**WOLMER OLIVEIRA**

Name (Printed)

*Wolmer Oliveira*

Signature

**PRESIDENT**

Title

**10/3/2023**

Date

## CONSTRUCTION BID CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **ENCORP, INC.**

Address: **7685 S.W. 93RD STREET**

City: **NORTH LAUDERDALE**

State: **FL**

Zip: **33068**

Telephone No.: **754-368-7115**

FAX No.:

Email: **WOMER@ENCORP.COM**

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

**WOMER OLIVEIRA**

Name

**PRESIDENT**

Title

Name

Title

**ANAPACIO OLIVEIRA**

Name

**SECRETARY**

Title

Name

Title

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	1				
	20-08-2023				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button.

**N/A**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

**WOMER OLIVEIRA**

Name (printed)

*Womer Oliveira*  
Signature

**10/02/2023**

Date

**PRESIDENT**

Title