

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 19th day of August, 2014, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and MBR CONSTRUCTION, INC., (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 343-11421, Project Number, 11818, which was opened on June 13, 2014; 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 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 – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and 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 change order is defined as a written order to a contractor approved by the city, authorizing a revision of an underlying agreement between the city and a contractor 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, issued on or after the effective date of the contract.
- 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. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 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 as amended by the 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, change orders and 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 monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 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 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 – An adjective which 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 date specified in the Notice to Proceed given by the City to the Contractor indicating when the Contract Time will commence to run and on which the Agreement becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved by the City Commission or if City Commission approval is not required it is the date on which the Agreement is fully executed by the City.
- 1.16 Final Completion Date – The date the 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 fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 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 total construction of the Work to be provided as defined in the Contract Documents.
- 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.
- 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 the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 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.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

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:

Flagler Drive Greenway and Bicycle Facility Phase II
ITB 343-11421 PROJECT 11818

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

PROJECT DESCRIPTION

The construction work includes installation of new pedestrian solar lighting along the existing green pedestrian shared pathway, curbing, minor lane modifications, the stone trench, additional landscaping and bioswale to the south side of the project corridor, milling and resurfacing, and restriping as show on the plans. The project also includes all appurtenant work needed for the construction of this project. The project site is the N.E. Flagler Drive Right-of-Way (R/W) located between East Sunrise Blvd. and Andrews Avenue, within the City of Fort Lauderdale, Broward County, Florida, Section 50 Township 42S, Range 03E.

- 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 those subcontractors that will be utilized by the Contractor. 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 Khant Myat whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301. 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 attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement (Plans (sheets [1] to [14] 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 numbers 1 through 4, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No., 343-11421, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 343-11421, dated June 13, 2014.
- 4.13 Schedule of Completion and Schedule of Values.
- 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. 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.

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms 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. Specific direction from the City Manager (or designee)
- b. This Agreement dated August 19, 2014, and any attachments.
- c. Invitation to Bid No., 343-11421, and the specifications prepared by the City.
- d. Contractor's response to the City's Invitation to Bid No., 343-11421, dated June 13, 2014.
- e. Schedule of Values.
- f. 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, at once

and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. 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 10 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 120 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 150 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 Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price shall not exceed amount of **\$806,511.00** 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. 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 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 PROCEDURES

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided 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 (1st) and the tenth (10th) 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 percent (90%) 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 in accordance with the General Conditions, as may be supplemented, 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 ten percent (10%) 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 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program.

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 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, 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 Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he 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 carefully all reports of 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 project can be completed for the Proposed 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 he 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 he 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 Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract 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 material 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 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of 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. If the Project Manager permits overtime work, 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. 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 save 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 at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, 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 and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 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, 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 his 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, 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 vegetation 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 accumulations 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.

- 8.17 Project Record Documents and As-Builts (Record Drawings): The Contractor shall keep one record copy of all specifications, plans addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager for examination and shall be delivered to the Project Manager upon completion of the Work. Upon completion of the project and prior to final payment, an as-built (record drawings) of the Project shall be submitted to the Project Manager. The as-built drawings shall be signed and sealed by a Florida Registered Professional Surveyor and Mapper, Engineer, Architect or Landscape Architect depending on the type of drawing.

- 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 entitles 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. sections 9607, as amended, 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 he 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 purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, 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 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 **they**, **the** sub recipient or **the** subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 contract, which may result in the termination of this contract 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's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 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.

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.
- 10.1.1 Performance Bond: 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

10.3.1 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.

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon

execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

10.3.3 Commercial General Liability

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - Each Occurrence \$1,000,000
 - Project Aggregate \$1,000,000
 - General Aggregate \$2,000,000
 - Personal Injury \$1,000,000
 - Products/Completed Operations \$1,000,000
- B. Endorsements Required:
 - City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Owners and Contractors Protective Liability
 - Contractors Pollution Liability

10.3.4 Business Automobile Liability

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - All Autos used in completing the contract
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000
- B. Endorsements Required:
 - Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

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

10.3.6 **Umbrella/Excess Liability:** The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

10.3.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

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: The Contractor shall give the Project Manager timely (minimum of thirty six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.

11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.

11.2.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the City or by a professional testing firm designated by the City. The City will pay for sampling and testing if the test results are passing. The Contractor will reimburse the City for sampling, testing, and retesting costs associated with failing tests.

11.2.3 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with 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 Paragraph 11.2.1, 11.2.2 and 11.2.3 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 he 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 Contracts 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 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, servants or employees; (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, save 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 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 a 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.
- 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:
- 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 and 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 a 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 within 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.

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 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.

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by a 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 there for 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, 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.

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 **Five Hundred Dollars (\$500.00)** 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 May Terminate Work: The City retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement upon 15 days' notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

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

17.2.3 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.

17.2.4 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

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

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

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

17.2.8 If the Contractor otherwise violates any provisions of this Agreement.

17.3 Further, the Contractor may be excluded from the Work site and the City take possession of the Work and of all 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.

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.

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 Where the Contractor's service have 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.

17.6 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 – NOTICES

18.1 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

with copy to the:

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

To the Contractor:

MBR Construction, Inc.
1020 NW 51st Street
Fort Lauderdale, FL 33309

ARTICLE 19 – LIMITATION OF LIABILITY

- 19.1 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, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 19.2 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 20 – GOVERNING LAW

- 20.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 21 – MISCELLANEOUS

- 21.1 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.

- 21.2 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.
- 21.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.

Bid No. 343-11421
PROJECT 11818
Flagler Drive Greenway and Bicycle Facility Phase II

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Fort Lauderdale, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Public Works Department of Fort Lauderdale, which are referred to below and made a part hereof, at the following unit prices, to-wit:

ITEM 1: Mobilization, demobilization, insurance, bond cost, testing, construction layout, permits, and other fixed costs not specifically included in other pay items.

LUMP SUM: \$75,000.00

ITEM 2: **MAINTENANCE OF TRAFFIC** – Furnish all labor, material, and equipment to provide all maintenance of traffic for entire length of the project.

LUMP SUM: \$12,200.00

ITEM 3: **PROJECT SIGNAGE** – Furnish all labor, materials, and equipment to install and maintain two (2) new 4' x 8' project information sign(s) during the construction of the project, per specifications.

LUMP SUM: \$1,350.00

ITEM 4: REMOVE, DISPOSE OR RELOCATE – Furnish all labor, materials, and equipment to remove and properly dispose existing asphalt or concrete (at various depths), saw cut asphalt and concrete (at various thicknesses), remove and properly dispose existing sod, remove and properly dispose limerock & subgrade base materials (at various depths), remove and properly dispose concrete curb and gutter, vacuum clean existing catch basins, as outlined below and in the contract drawings & specifications. (LF = Linear Feet, SY = Square Yard, CY = Cubic Yard, SF = Square Feet, EA = Each)

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Saw Cut Exist. Concrete / Asphalt	LF	1200	\$2.50	\$3,000.00
b) Asphalt, Limerock and Subgrade Removal to the depth required per plans and details (digging by hand included if necessary)	SY	2000	\$12.20	\$24,400.00
c) Concrete Curb Removal	LF	400	\$4.27	\$1,708.00
d) Concrete Sidewalk or Driveway Removal	SF	1000	\$1.22	\$1,220.00
e) Existing Sod Removal	SF	10500	\$0.12	\$1,260.00
f) Vacuum Clean Existing Catch Basins	EA	11	\$245.00	\$2,695.00

ITEM 5: CONCRETE SIDEWALK, ADA RAMPS – Furnish all materials labor and equipment to construct concrete sidewalks, driveways and ADA ramps, includes clearing reconstruction of base rock and compaction where required as outlined in the contract drawings and specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 6" Thick Concrete Sidewalk w/ Limerock Base (Includes Subgrade Adjustment to Match Proposed or Existing Elevations)	SF	4000	\$5.70	\$22,800.00
b) ADA Sidewalk Ramps (6" Thick Conc. - Includes Detectable Warnings)	EA	12	\$610.00	\$7,320.00

ITEM 6: STORM WATER MANAGEMENT – Furnish all labor, materials, and equipment to install new concrete curbing, with limerock base, as outlined in the contract drawings and specifications.

Furnish all labor, materials, and equipment to perform all associated installation of new Bioswale/Drainage Trenches, as outlined in the design plans and Bioswale details. This item excludes removal of existing materials that are already covered in ITEM 1, and this item excludes installation of new sod, shrubs, and trees that are already covered as separate pay items.

Furnish all labor, materials, and equipment to perform all associated installation of new plants in the Bioswale/Drainage Trenches, as outlined in the contract drawings and specifications. These items include additional planting soil and mulch (if needed).

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Bioswale/Drainage Trench w/ Ballast Rock, Sand/Topsoil/Mulch Mix and Filter Fabric per the Bioswale Details (Excludes Excavation Efforts Covered Under Item 4b)	SF	20000	\$8.55	\$171,000.00
b) Type "D" Concrete Curb w/ Limerock Base (Includes Subgrade Adjustment to Match Proposed or Existing Elevations)	LF	900	\$19.35	\$17,415.00
c) Type "F" Concrete Curb & Gutter w/ Limerock Base (Includes Subgrade Adjustment to Match Proposed or Existing Elevations)	LF	700	\$20.75	\$14,525.00
d) Taxodium Distichum / Bald Cypress (B&B Field Grown; 12' x 5-6', 3" Cal.)	EA	3	\$641.00	\$1,923.00
e) Thrinax Radiata / Florida Thatch Palm (B&B Field Grown or Container; 6' x 5-6', 2" Cal.)	EA	87	\$842.00	\$73,254.00
f) Liriope Muscari / Evergreen Giant Liriope (1 Gal., 12" OA, 18" OC)	EA	45	\$12.00	\$540.00
g) Tripsacum Dactyloides / Fakahatchee Grass (3 Gal., 24" OA, 4' OC)	EA	244	\$31.75	\$7,747.00
h) Install & Maintain Erosion Control Devices Along The Project Per SWPPP Requirements.	LS	1	\$610.00	\$610.00

ITEM 7: MILLING, PAVING & PAVEMENT MARKING – Furnish all labor, materials, and equipment to mill and properly dispose of existing asphalt material and install Type S-3 asphaltic concrete, thermoplastic pavement markings and RPMs as outlined in the contract drawings and specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Mill 1" of Existing Asphalt	SY	12000	\$4.15	\$49,800.00
b) Resurface 1" (min.) of Type S-3 Asphalt (Includes Tack Coat and Base Adjustment to Match Proposed or Existing Elevations)	SY	12000	\$8.55	\$102,600.00
c) Thermoplastic Railroad Symbol Markings	EA	1	\$325.00	\$325.00
d) 6" Solid White Thermoplastic	LF	6000	\$1.15	\$6,900.00
e) 6" White Thermoplastic 6'-10' Skip	LF	250	\$1.18	\$295.00
f) 12" Solid White Thermoplastic	LF	900	\$2.30	\$2,070.00
g) 24" Solid White Thermoplastic	LF	250	\$4.60	\$1,150.00
h) 6" Double Yellow Thermoplastic	LF	4,000	\$2.30	\$9,200.00
i) 18" Chevron White Thermoplastic	LF	350	\$3.44	\$1,204.00
j) 18" Chevron Yellow Thermoplastic	LF	350	\$3.44	\$1,204.00
k) Directional Arrows Thermoplastic	EA	12	\$80.50	\$966.00
l) Blue Raised Pavement Markings (RPMs)	EA	5	\$18.00	\$90.00

ITEM 8: PEDESTRIAN LIGHTING – Furnish all labor, materials, equipment, and incidental work to perform all associated installation of new Solar LED pedestrian lighting, as outlined in the contract drawings and specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 4.0" I.D./4.5" O.D Schedule 40 Straight Form Aluminum Alloy Of 6061-Tb Standard 24 Feet To Be Installed As "Direct Burial" Per Detail Drawing And Manufacturer's Recommendation	EA	55	\$1,341.00	\$73,755.00
b) Light Fixture; Greenway Ascot LED, Color To Match Pole, Single Fixture On Each Pole, 20W (min.) to be Installed At 15 Feet Above Ground Per Detail Drawings. Item Includes Wiring For The Connection Of Fixture, Battery And Panel	EA	55	\$1,862.00	\$102,410.00
c) Battery, Greenway Battery With Capacity Of 200 AMP Hour (AH) And Battery Box To Be Installed At Elevation Roughly 17 Feet Above Ground, Behind The Solar Panel	EA	55	\$265.00	\$14,575.00
d) Solar Panel; Solar Panel Assembly 0.5 Feet By 2 Feet. Strong Enough to Withstand the Wind Load of 168 Mile Per Hour (MPH) When Installed at 18 Feet Elevation Above Ground	EA	55	\$ Incl.	\$ Incl.

TOTAL BID AMOUNT

\$806,511.00

(FIGURES)

Eight Hundred Six Thousand Five Hundred Eleven Dollars and No Cents

(TOTAL WRITTEN DOLLAR AMOUNT)

“Basis of Award” Basis of award shall be the total Base Bid based on best interests and needs of the City and available budget. Bidders must bid all items in Base Bid to be considered for award.

The City of Fort Lauderdale reserves the right to wave any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the above items.

At time of award of contract, the City reserves the right to set a minimum dollar limit that may be expended on this project. Contract quantities of any or all items including alternatives, may be increased, reduced, or eliminated to adjust the contract amount to coincide with other amount of work necessary or to bring a contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.

CONTRACT TIME

- 1.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.
- 1.2 The Work shall be Substantially Completed within **120** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 1.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **150** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

CONTRACTOR:

WITNESSES:

MBR CONSTRUCTION, INC.

(Signature)

(Witness print/type name)

(Signature)

(Witness print/type name)

(Corporate Seal)

By: _____
(Signature)

(Print Name and Title)

Attest:

By: _____
(Signature)

(Print/type name)

CITY:

City of Fort Lauderdale, a municipal
corporation of the State of Florida

By: _____
LEE R. FELDMAN, City Manager

(Corporate Seal)

ATTEST:

By: _____
JONDA K. JOSEPH, City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

ACKNOWLEDGEMENT OF CONTRACTOR

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____ ,
20____ , by _____ and _____ ,
as _____ and _____ , respectively,
of _____ , a _____
corporation, on behalf of the corporation, who is ☐ personally known to me or ☐ has produced
_____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

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

THIS IS A SURETY BOND given by **MBR CONSTRUCTION, INC.** the "Contractor" as principal, referred to in this Bond as "Contractor" and _____ 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 **\$ 806,511.00** **(Eight Hundred and Six Thousand, Five Hundred and Eleven Dollars and Zero 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.

Owner Name: CITY OF FORT LAUDERDALE
a municipal corporation of the State of Florida

Owner Address and Telephone: City Hall, Public Works Department
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 828-5772

Bond No.: _____

Contractor Name, Address, Telephone: **MBR Construction, Inc.**
1020 NW 51st Street
Fort Lauderdale, FL 33309
(954) 486-8404

Surety Company, Address, Telephone

City Project No.: **P11818**
Name of Project: **Flagler Drive Greenway Phase II**

Project Location: **N.E. Flagler Drive Right-of-Way (R/W)**
Legal Description and Street Address located between East Sunrise Blvd. and Andrews Avenue, within the City of Fort Lauderdale.

Description of Work The construction work includes installation of new pedestrian solar lighting along the existing green pedestrian shared pathway, curbing, minor lane modifications, the stone trench, additional landscaping and bioswale to the south side of the project corridor, milling and resurfacing, and restriping as show on the plans. The project also includes all appurtenant work needed for the construction of this project.

"Contractor" is bound by an instrument in writing dated the **19th** day of **August**, **2014**, 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.

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, 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."

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, 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 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 ____ day of _____, 2014.

Signed, sealed and delivered
in the presence of:

CONTRACTOR:

(Witness) Signature

(SEAL)

(Witness) Print Name

Print Name and Title
(SEAL)

SURETY:

(Witness) Signature

Local Agent
(SEAL)

(Witness) Print Name

Print Name and Title
(SEAL)



CERTIFICATE OF LIABILITY INSURANCE

MBCO-2

OP ID: LI

DATE (MM/DD/YYYY)

03/12/14

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Andrew Noye, CIC, CRIS	954-776-2222 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Atlantic Specialty Ins Co	NAIC # 27154
		INSURER B : North River Insurance Company	21105
		INSURER C : Bridgefield Employers Ins. Co	10701
		INSURER D : Houston Casualty Company	42374
		INSURER E : Gemini Insurance Co.	10833
		INSURER F :	

INSURED **MBR Construction, Inc.**
Attn: Ron / Mike Boss
1020 NW 51 Street
Ft. Lauderdale, FL 33309

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> P&I/Hull	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	VFGP001558 B5JH26035	03/10/14 03/10/14	03/10/15 03/10/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 P&I/Hull \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5811026049	02/22/14	02/22/15 EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	83051338	08/05/13	08/05/14 <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		HCC1362867	10/01/13	10/01/14	Each Claim 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION****CITYOFF**

City of Ft. Lauderdale
100 N Andrews Ave
Ft. Lauderdale, FL 33301

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2014

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

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

PRODUCER  Kim S. Nava Insurance Agency, Inc. 4720 N. Federal Hwy. Ft. Lauderdale, FL 33308	CONTACT NAME: PHONE (A/C No. Ext.): 954-776-5220 FAX (A/C No.): 954-776-4527 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MBR CONSTRUCTION, INC. 1020 NW 51 ST. FT. LAUDERDALE, FL 33309-3134	NAIC # 25178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ \$
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO	Y		1371923	03/04/2014	09/04/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS			0153151	03/21/2014	09/21/2014	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				WC STATUTORY LIMITS \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

KS Nava

PROJECT 11818

ADDENDUM

The undersigned bidder proposes to begin work within the time specified in the General Conditions Section of the Contract after notice has been given by the Public Works Director and to complete the work within 150 calendar days from the date of such notice.

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Bid.

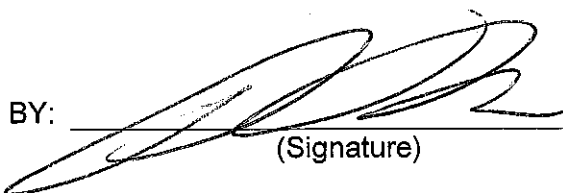
<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
<u>1</u>	<u>May 9, 2014</u>	<u>3</u>	<u>June 2, 2014</u>
<u>2</u>	<u>May 23, 2014</u>	<u>4</u>	<u>June 2, 2014</u>

DATE: 6/13/2014

FOR: MBR Construction, Inc.

Wendy Cole

(Witness – Print or type name)

BY: 

(Signature)

Richard Pesta

(Witness – Print or type name)

Seal:

Michael R. Boss
TITLE: President ☒ Vice-President ☐



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB/RFP 343-11421
Flagler Drive Greenway Phase II

ISSUED May 09, 2014

1. This addendum is being issued to make the following change:

To replace the following statement found on TOC-4 with respect to bonds needed at time of bid submittal.

These documents must be returned with your bid along with your bid bond, surety bond, proof of insurance, and proof of required licenses/certifications.

With

These documents must be returned with your bid along with your bid surety, proof of insurance, and proof of required licenses/certifications.

2. A document describing electronic bid bond submittal is being added to the bid documents.

All other terms, conditions, and specifications remain unchanged.

Jim Hemphill, CPPO
Senior Procurement Specialist

Company Name: MBR Construction, Inc.

(please print)

Bidder's Signature: _____

Date: 6/13/2014



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

ITB/RFP 343-11421
Flagler Drive Greenway Phase II

ISSUED May 23, 2014

1. This addendum is being issued to add the following document to the document pages:

CONTRACT MOD PROCEDURES

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company Name: MBR Construction, Inc.

(please print)

Bidder's Signature: _____

Date: 6/13/2014

**REQUEST FOR SUBSTITUTION
CITY OF FORT LAUDERDALE**

CITY PROJECT NO: #P

REQUEST NO:

PROJECT:

DATE:

OWNER: City of Fort Lauderdale

CONTRACTOR:

TO:

CONTRACT DATED:

NAME AND ADDRESS OF CONTRACTOR:

hereby requests acceptance of the following product or system as an "acceptable substitution".

NAME AND DESCRIPTION OF SPECIFIED PRODUCT OR SYSTEM:

MANUFACTURER:

SPECIFICATION SECTION _____, PAGE(S) _____

PARAGRAPH(S) _____

DRAWING _____ DETAIL NUMBER _____

NAME AND DESCRIPTION OF PROPOSED SUBSTITUTION:

MANUFACTURER:

ADDRESS:

TELEPHONE:

NAME OF VENDOR:

NAME AND ADDRESS OF PREVIOUS PROJECT WHERE PROPOSED SUBSTITUTION WAS UTILIZED:

TELEPHONE:

REASON FOR PROPOSING SUBSTITUTION:

DOES SUBSTITUTION AFFECT OTHER MATERIALS, INSTALLATION OR SYSTEMS?

YES _____ NO _____ IF YES, ATTACHED COMPLETE DATA.

DOES SUBSTITUTION REQUIRE REVISION OR REDESIGN OF ANY COMPONENT OF BUILDING OR ELECTRICAL OR MECHANICAL WORK?

YES _____ NO _____ IF YES, ATTACHED COMPLETE DATA.

THE ATTACHED DATA IS FURNISHED FOR EVALUATION OF THE SUBSTITUTION: (
) CATALOG () DRAWINGS () SAMPLES () TESTS () REPORTS () OTHER

REQUEST FOR SUBSTITUTION

SAVING TO CITY FOR ACCEPTING SUBSTITUTE:

COST OF SPECIFIED ITEM:

_____ DOLLARS
(\$ _____)

COST OF SUBSTITUTION ITEM:

_____ DOLLARS
(\$ _____)

TOTAL SAVINGS (CREDIT) TO CITY FOR ACCEPTING SUBSTITUTE:

_____ DOLLARS
(\$ _____)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PROPOSED SUBSTITUTION HAS BEEN FULLY CHECKED AND COORDINATED WITH THE CONTRACT DOCUMENTS, THAT THE PROPOSED SUBSTITUTION MEETS OR EXCEEDS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THAT ALL INFORMATION IS TRUE AND ACCURATE.

FIRM NAME:

BY: _____

DATE SIGNED: _____

PRINT NAME LEGIBLY: _____

FAXED TO:

CC:



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 3

ITB/RFP 343-11421
Flagler Drive Greenway Phase II

ISSUED June 2, 2014

1. This addendum is being issued to replace sheet 13 (Drawing File No. 4-136-84).

Please replace Sheet 13 of Drawing File No. 4-136-84 with the attached sheet.

All other terms, conditions, and specifications remain unchanged.



James Hemphill
Senior Procurement Specialist

Company Name: MBR Construction, Inc.

(please print)

Bidder's Signature: 

Date: 6/13/2014

SHEET NO.	OF
13	
TOTAL: 14	
SCAD FILE:	
11815--MULTI-CVL	
DRAWING FILE NO.	

PROJECT # P11818
FLAGLER GREENWAY PHASE II
IMPROVEMENTS
LIGHTING PLAN
FLAGLER DRIVE

[illegible]

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

FRANK N. MERTZ, P.E.
 2300. NW 56517
 DATE:

TEL. (504) 428-5049	FAX (504) 428-5074
------------------------	-----------------------

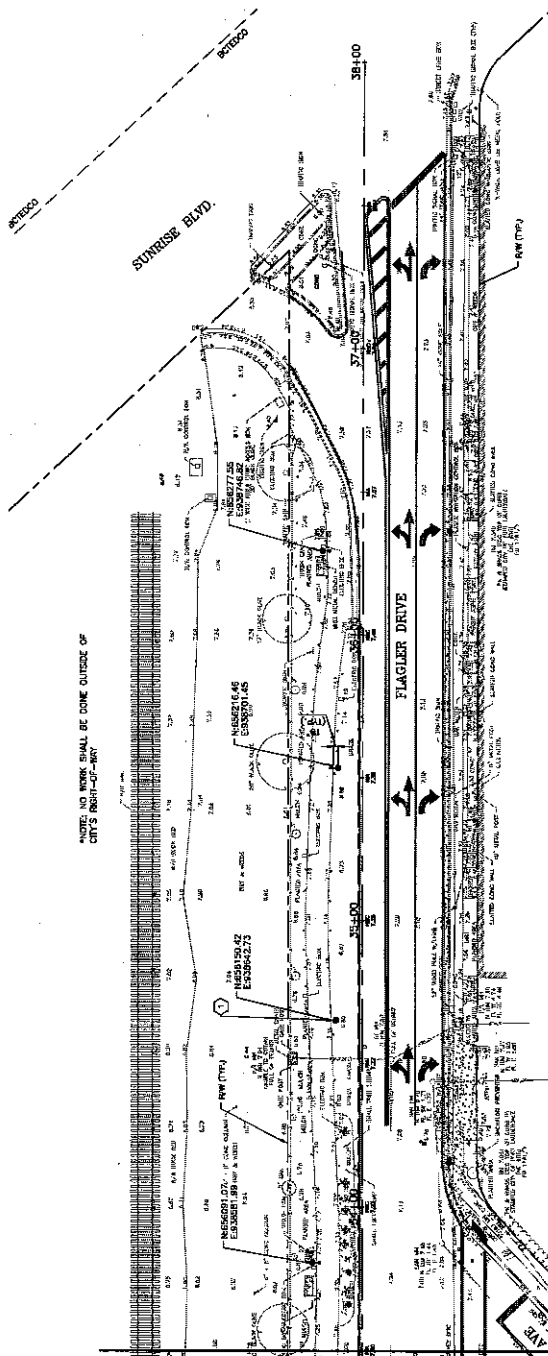
FM 418029-2-58/68-01

LEGEND

- 1 SOLAR LIGHTING PER DETAIL
- NOTE: CONTRACTOR SHALL PLACE ALL LIGHT POLES ON WEST SIDE OF FLAGLER DRIVE 19' AWAY FROM EDGE OF SIDEWALK

*NOTE: NO WORK SHALL BE DONE OUTSIDE OF CITY'S RIGHT-OF-WAY

MATCH LINE STA: 33+50 SEE SHEET 12

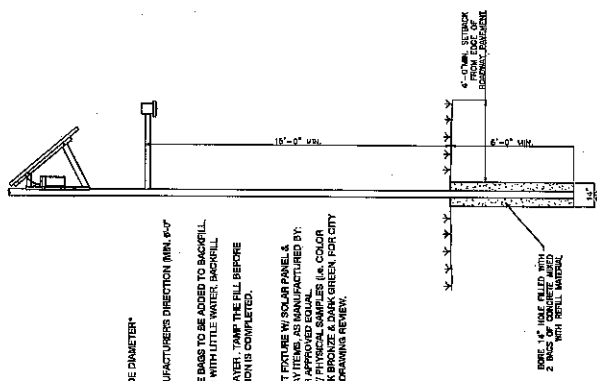


SOLAR POLE INSTALLATION:
POLE HEIGHTS ARE 24' LONG 4.5" OUTSIDE DIAMETER.

4. DIRECT BURIAL PROCEDURE:
 AUGER DRILL 1/2" DIAMETER PER MANUFACTURER'S DIRECTION (MIN. 6'-0" DEPTH).
 1. CENTER THE POLE IN THE HOLE
 2. MINIMUM OF THREE MIXED CONCRETE BAGS TO BE ADDED TO BACKFILL. MIX CONCRETE AND BACKFILL ALONG WITH LITTLE WATER. BACKFILL SHOULD BE HOMOGENEOUS.
 3. BACKFILL THE POLE BASE WITH 1"-LAYER. TAMP THE FILL BEFORE APPLYING NEXT LIFT. UNTIL FOUNDATION IS COMPLETED.

GENERAL NOTES:

1. LIGHTING TO BE 20W (MIN.) LED ASCOT FIXTURE W/ SOLAR PANEL & BATTERY BACK-UP, PER CONTRACT PAY ITEM, AS MANUFACTURED BY: SOL. MODEL #F1GT62B201HG3P OR APPROVED EQUAL.



SOLAR POLE DIRECT BURIAL
FOUNDATION

WIND LOAD CALCULATIONS:

VALUE OF WIND = 2 X 5 X 0.75 = 7.5 \$/hr

1.00
1.00
1.00

$\mu_{\text{eff}} = 2.05 \text{ BM}$
 $\chi_{\text{M}} = 1.4 \times 10^{-3} \text{ emu mol}^{-1}$
 $\chi_{\text{M}} = 1.4 \times 10^{-3} \text{ emu mol}^{-1}$

WIND PRESSURE:
 $p = q(GC \cdot C_{pe})$
 G = 1.0 FOR 17.0', EXPOSURE 'C' = 1.20

$\Delta p = 0.8$ FOUR WINDWARD WIND
 $\Delta p = 0.8$ FOUR LEeward WIND
 $\Delta p_d = +0.75$ TOWARD, -0.25 LEeward

$$\begin{aligned} &= 0.9(1.340.0 + 0.70) = 1.7970 \\ &= 0.9(1.340.0 + 0.70) = 1.7970 \\ &= 0.9(1.340.0 + 0.70) = 1.7970 \end{aligned}$$

WIND ON POLE:
 1718 = 1718

$$361 = 762.19 \times 17 + 689.02 \times 8.02$$

0000 0000 X D00 = 18,570,010000

207-27-28

BASE h = 60' CONCRETE FOUNDATION

INDIRECT SURVIVAL:
JUGGER 14" HOLE
2000 10 27.000
1000 10 27.000

$$= 265.24, 17 = 23.81$$

3 - HALLIDAY CRUISE
LINES 34 HILL



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ADDENDUM NO. 4

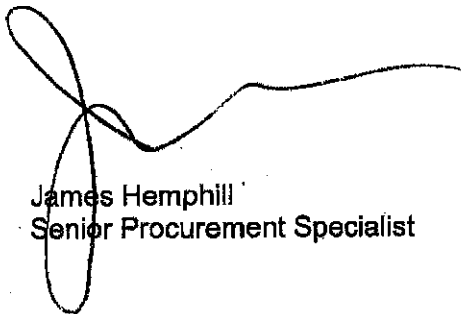
ITB/RFP 343-11421
Flagler Drive Greenway Phase II

ISSUED June 2, 2014

1. This addendum is being issued to deem acceptable the following alternate product for Item 8 sections a, b, c and d.

SPL series self-contained solar LED area light manufactured by Solar Street Lights USA 169 Manufacturers Drive Holland, MI 49424 USA

All other terms, conditions, and specifications remain unchanged.



James Hemphill
Senior Procurement Specialist

Company Name: MBR Construction, Inc.

(please print)

Bidder's Signature: 

Date: 6/13/2014

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

BID NO. 343-11421

PROJECT NO. 11818

FLAGLER DRIVE GREENWAY AND BICYCLE FACILITY PHASE II



**Public Works Department
100 North Andrews Avenue
Fort Lauderdale, Florida 33301**

**KHANT K. MYAT, P.E.
PROJECT MANAGER II**

**JOHN CURRAN
PROCUREMENT SPECIALIST II**
Telephone: (954) 828-4357; E-mail: jcurran@fortlauderdale.gov

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- Attachment 1 - Company Information (formerly P-2)
- Attachment 2 - Addendum (formerly P-3)
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- Attachment 4 - Trench Safety (formerly P-6)
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- Attachment 7 - Non-Collusion Statement
- Certification of Restrictions on Lobbying (CRL)

These documents **must** be returned with your bid along with your bid bond, surety bond, proof of insurance, and proof of required licenses/certifications.

INVITATION TO BID

Sealed bids will be received until **2:00 P.M. on FRIDAY, JUNE 13, 2014**, in the Public Works Department, City Hall, 100 North Andrews Avenue, 4th Floor, City of Fort Lauderdale, Florida and opened immediately thereafter in the 5th Floor Conference Room, for **Bid No., 343-11421, PROJECT 11818, Flagler Drive Greenway and Bicycle Facility Phase II.**

This project consists of Drawing File No. 4-136-84, 14 sheets of drawings and written specifications as well as the City's Construction Standards and Specifications, 1982 Edition and the Florida Department of Transportation (FDOT) Design Standard and Standard Specification for Road and Bridge Construction, edition 2010.

The construction work includes installation of new solar pedestrian lighting along the existing green pedestrian shared pathway, curbing, minor lane modifications, the stone trench, additional landscaping and bioswale to the south side of the project corridor, milling and resurfacing, and restriping as show on the plans. The project also includes all appurtenant work needed for the construction of this project. The project site is the N.E. Flagler Drive Right-of-Way (R/W) located between East Sunrise Blvd. and Andrews Avenue, within the City of Fort Lauderdale, Broward County, Florida, Section 50 Township 42S, Range 03E.

Bidding blanks may be obtained free of charge at BIDSYNC.COM or hard copies may be picked up at the Public Works Department. Plans and specifications are on file in the Public Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4th floor, (Monday thru Friday 8:00 am to 4:30 pm) at a **NON-REFUNDABLE cost of \$25.00 (including sales tax per set)**. Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted. Plans and specifications are also available on a CD diskette at a **NON-REFUNDABLE cost of \$5.00 (including sales tax per CD)**.

Bidders' attention is invited to the following requirements which must be complied with:

1. FHWA requires that all Local Agreement Programs (LAP) award to the lowest responsible/responsive bidder.
2. Bidders must comply with the President's Executive Order Nos. 11246 and 11375, (which prohibit discrimination in employment regarding race, color, creed, sex, or national origin) and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
3. Bidders must comply with Title VI of Civil Rights Act of 1964, the Davis-Bacon Act, (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).
4. Bidders must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3)
5. Bidders must comply with Sections 103 & 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
6. Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on the basis of race, creed, color or national origin.
7. Bidders must comply with the goals for minority participation in the construction industry (41 CFR Part 60-4) which establishes goals for the use of minorities by Contractors on this and all other construction work in the Fort Lauderdale area (both Federal and non-Federal). The

Contractor commits itself and all sub-contractors to these goals by submitting a properly signed bid and the appropriate information from Part III of Appendix One (Labor Provisions for Contracts).

It is the policy of the City of Fort Lauderdale that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part by federal fund. In this regard, Contractor and consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors/consultants and their subcontractors/subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of City of Fort Lauderdale contracts.

The Disadvantaged Business Enterprise Program is required under the Department of Transportation (DOT) DBE Rule 49 CFR Part 26. The City of Fort Lauderdale's overall Disadvantaged Business Enterprise (DBE) Program Goal is eight point six percent (8.6%) for this project. The 8.6% overall goal is recommended through race neutral measures.

8. Bidders must submit their proposed DBE Participation schedules with their proposals. See Proposal and Appendix of Bid Documents.
9. Bidders must comply with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Air Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).

It will be the sole responsibility of the bidder to clearly mark bid as such, and ensure that his bid reaches the City prior to the bid opening date and time listed.

The bidder shall familiarize themselves with the Liquidated Damages, CONSTRUCTION INSPECTION AND SCHEDULE, CONTRACT AND PROJECT COMPLETION TIME sections contained within the PROJECT SUMMARY – Section 011000.

No work will commence until the appropriate permit(s) are obtained. City reserves the right to delete all or part of the work from the bid documents. The Contractor's price for the work shall be guaranteed for a minimum of 90 calendar days from the date of the bid opening.

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

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

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com. 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. (See addendum section of BidSync Site). Contractors 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 Contractor has familiarized themselves 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.

Information on bid results and projects currently out to bid can be obtained on the City's website – www.fortlauderdale.gov/engineering/bids.htm. For general inquiries - please call (954) 828-4357.

Jonda K. Joseph
City Clerk

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 proposal 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.

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, City Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the bidder, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals 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 BIDSYNC.COM. 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 addendums have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he 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 36 months from the date of being placed on the convicted vendor list.

FORMS OF PROPOSALS - Each proposal and its accompanying statements must be made on the blanks provided. **THE FORMS MUST BE SUBMITTED IN GOOD ORDER AND WITH ALL BLANKS COMPLETED.** The forms must be enclosed in a sealed envelope when submitted to Public Works Department, City Hall, 4th Floor, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 and must show the name of the bidder and a statement as to its contents. The proposal 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 proposal. No proposal

will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Engineer 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, for the sum set forth in the advertisement, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

FILLING IN BIDS - All prices must be written in the proposal and also stated in figures, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. 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 proposal.

PRICES QUOTED: Deduct any discount offered and quote firm net prices. Give both unit price and extended total. 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 based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 budget to the City for approval prior to proceeding with the work.

CAUSES FOR REJECTION - No proposal will be canvassed, considered or accepted which, in the opinion of the City Commission, 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 proposal 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 proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal 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 proposals and to waive such technical errors as may be deemed best for the interests of the City.

BID PROTEST PROCEDURE: Any proposer or 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: <http://www.fortlauderdale.gov/engineering/bids.htm>. The complete protest ordinance may be found on the City's website at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>.

WITHDRAWALS - Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals 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 proposal. After expiration of the period for receiving proposals, no proposal 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 reliable, responsible, and responsive in the opinion of the City Commission, 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, which shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

COPIES OF PLANS AND SPECIFICATIONS - Copies of the specifications, details, contract and bonds are on file in the Public Works Department, City Hall, 4th Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

SURETY BOND - The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes, 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 15% per annum, and that they shall indemnify and save 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 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 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 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 Office of the City Engineer, 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.

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.

AWARD OF BID - FHWA requires that all federally funded projects award to the lowest responsible, responsive bidder.

INSURANCE REQUIREMENTS

10.1 Insurance

- 1.1 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.
- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- 1.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the

contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

1.3 Commercial General Liability

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - Each Occurrence \$1,000,000
 - Project Aggregate \$1,000,000
 - General Aggregate \$2,000,000
 - Personal Injury \$1,000,000
 - Products/Completed Operations \$1,000,000
- B. Endorsements Required:
 - City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Owners and Contractors Protective Liability
 - Contractors Pollution Liability

1.4 Business Automobile Liability

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - All Autos used in completing the contract
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000
- B. Endorsements Required:
 - Waiver of Subrogation

1.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

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

- 1.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.
- 1.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

PROPOSAL
Bid No. 343-11421
PROJECT 11818
Flagler Drive Greenway and Bicycle Facility Phase II

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Fort Lauderdale, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Public Works Department of Fort Lauderdale, which are referred to below and made a part hereof, at the following unit prices, to-wit:

ITEM 1: Mobilization, demobilization, insurance, bond cost, testing, construction layout, permits, and other fixed costs not specifically included in other pay items.

LUMP SUM: \$ 75,000.00

ITEM 2: **MAINTENANCE OF TRAFFIC** – Furnish all labor, material, and equipment to provide all maintenance of traffic for entire length of the project.

LUMP SUM: \$ 12,200.00

ITEM 3: **PROJECT SIGNAGE** – Furnish all labor, materials, and equipment to install and maintain two (2) new 4' x 8' project information sign(s) during the construction of the project, per specifications.

LUMP SUM: \$ 1,350.00

ITEM 4: REMOVE, DISPOSE OR RELOCATE – Furnish all labor, materials, and equipment to remove and properly dispose existing asphalt or concrete (at various depths), saw cut asphalt and concrete (at various thicknesses), remove and properly dispose existing sod, remove and properly dispose limerock & subgrade base materials (at various depths), remove and properly dispose concrete curb and gutter, vacuum clean existing catch basins, as outlined below and in the contract drawings & specifications. (LF = Linear Feet, SY = Square Yard, CY = Cubic Yard, SF = Square Feet, EA = Each)

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Saw Cut Exist. Concrete / Asphalt	LF	1200	\$ 2.50	\$ 3,000.00
b) Asphalt, Limerock and Subgrade Removal to the depth required per plans and details (digging by hand included if necessary)	SY	2000	\$ 12.20	\$ 24,400.00
c) Concrete Curb Removal	LF	400	\$ 4.27	\$ 1,708.00
d) Concrete Sidewalk or Driveway Removal	SF	1000	\$ 1.22	\$ 1,220.00
e) Existing Sod Removal	SF	10500	\$.12	\$ 1,260.00
f) Vacuum Clean Existing Catch Basins	EA	11	\$ 245.00	\$ 2,695.00

ITEM 5: CONCRETE SIDEWALK, ADA RAMPS – Furnish all materials labor and equipment to construct concrete sidewalks, driveways and ADA ramps, includes clearing reconstruction of base rock and compaction where required as outlined in the contract drawings and specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 6" Thick Concrete Sidewalk w/ Limerock Base (Includes Subgrade Adjustment to Match Proposed or Existing Elevations)	SF	4000	\$ 5.70	\$ 22,800.00
b) ADA Sidewalk Ramps (6" Thick Conc. - Includes Detectable Warnings)	EA	12	\$ 610.00	\$ 7,320.00

ITEM 6: STORM WATER MANAGEMENT – Furnish all labor, materials, and equipment to install new concrete curbing, with limerock base, as outlined in the contract drawings and specifications.

Furnish all labor, materials, and equipment to perform all associated installation of new Bioswale/Drainage Trenches, as outlined in the design plans and Bioswale details. This item excludes removal of existing materials that are already covered in ITEM 1, and this item excludes installation of new sod, shrubs, and trees that are already covered as separate pay items.

Furnish all labor, materials, and equipment to perform all associated installation of new plants in the Bioswale/Drainage Trenches, as outlined in the contract drawings and specifications. These items include additional planting soil and mulch (if needed).

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Bioswale/Drainage Trench w/ Ballast Rock, Sand/Topsoil/Mulch Mix and Filter Fabric per the Bioswale Details (Excludes Excavation Efforts Covered Under Item 4b)	SF	20000	\$ 8.55	\$ 171,000.00
b) Type "D" Concrete Curb w/ Limerock Base (Includes Subgrade Adjustment to Match Proposed or Existing Elevations)	LF	900	\$ 19.35	\$ 17,415.00
c) Type "F" Concrete Curb & Gutter w/ Limerock Base (Includes Subgrade Adjustment to Match Proposed or Existing Elevations)	LF	700	\$ 20.75	\$ 14,525.00
d) Taxodium Distichum / Bald Cypress (B&B Field Grown; 12' x 5-6', 3" Cal.)	EA	3	\$ 641.00	\$ 1,923.00
e) Thrinax Radiata / Florida Thatch Palm (B&B Field Grown or Container; 6' x 5-6', 2" Cal.)	EA	87	\$ 842.00	\$ 73,254.00
f) Liriope Muscari / Evergreen Giant Liriope (1 Gal., 12" OA, 18" OC)	EA	45	\$ 12.00	\$ 540.00
g) Tripsacum Dactyloides / Fakahatchee Grass (3 Gal., 24" OA, 4' OC)	EA	244	\$ 31.75	\$ 7,747.00
h) Install & Maintain Erosion Control Devices Along The Project Per SWPPP Requirements.	LS	1	\$ 610.00	\$ 610.00

ITEM 7: MILLING, PAVING & PAVEMENT MARKING – Furnish all labor, materials, and equipment to mill and properly dispose of existing asphalt material and install Type S-3 asphaltic concrete, thermoplastic pavement markings and RPMs as outlined in the contract drawings and specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Mill 1" of Existing Asphalt	SY	12000	\$ 4.15	\$49,800.00
b) Resurface 1" (min.) of Type S-3 Asphalt (Includes Tack Coat and Base Adjustment to Match Proposed or Existing Elevations)	SY	12000	\$ 8.55	\$ 102,600.00
c) Thermoplastic Railroad Symbol Markings	EA	1	\$ 325.00	\$ 325.00
d) 6" Solid White Thermoplastic	LF	6000	\$ 1.15	\$ 6,900.00
e) 6" White Thermoplastic 6'-10' Skip	LF	250	\$ 1.18	\$ 295.00
f) 12" Solid White Thermoplastic	LF	900	\$ 2.30	\$ 2,070.00
g) 24" Solid White Thermoplastic	LF	250	\$ 4.60	\$ 1,150.00
h) 6" Double Yellow Thermoplastic	LF	4,000	\$ 2.30	\$ 9,200.00
i) 18" Chevron White Thermoplastic	LF	350	\$ 3.44	\$ 1,204.00
j) 18" Chevron Yellow Thermoplastic	LF	350	\$ 3.44	\$ 1,204.00
k) Directional Arrows Thermoplastic	EA	12	\$ 80.50	\$ 966.00
l) Blue Raised Pavement Markings (RPMs)	EA	5	\$ 18.00	\$ 90.00

ITEM 8: PEDESTRIAN LIGHTING – Furnish all labor, materials, equipment, and incidental work to perform all associated installation of new Solar LED pedestrian lighting, as outlined in the contract drawings and specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 4.0" I.D./4.5" O.D Schedule 40 Straight Form Aluminum Alloy Of 6061-Tb Standard 24 Feet To Be Installed As "Direct Burial" Per Detail Drawing And Manufacturer's Recommendation	EA	55	\$ 1,341	\$ 73,755.00
b) Light Fixture; Greenway Ascot LED, Color To Match Pole, Single Fixture On Each Pole, 20W (min.) to be Installed At 15 Feet Above Ground Per Detail Drawings. Item Includes Wiring For The Connection Of Fixture, Battery And Panel	EA	55	\$ 1,862.00	\$ 102,410.00
c) Battery, Greenway Battery With Capacity Of 200 AMP Hour (AH) And Battery Box To Be Installed At Elevation Roughly 17 Feet Above Ground, Behind The Solar Panel	EA	55	\$ 265.00	\$ 14,575.00
d) Solar Panel; Solar Panel Assembly 0.5 Feet By 2 Feet. Strong Enough to Withstand the Wind Load of 168 Mile Per Hour (MPH) When Installed at 18 Feet Elevation Above Ground	EA	55	\$ Incl. *	\$ Incl. *

* Included in 8b.

TOTAL BID AMOUNT

\$ 806,511.00

(FIGURES)

Eight hundred six thousand five hundred eleven dollars and no cents.

(TOTAL WRITTEN DOLLAR AMOUNT)

"Basis of Award" Basis of award shall be the total Base Bid based on best interests and needs of the City and available budget. Bidders must bid all items in Base Bid to be considered for award.

The City of Fort Lauderdale reserves the right to wave any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the above items.

At time of award of contract, the City reserves the right to set a minimum dollar limit that may be expended on this project. Contract quantities of any or all items including alternatives, may be increased, reduced, or eliminated to adjust the contract amount to coincide with other amount of work necessary or to bring a contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.

CONTRACT TIME

- 1.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.
- 1.2 The Work shall be Substantially Completed within **120** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 1.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **150** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

PROJECT 11818

COMPANY INFORMATION

The work described below includes all the necessary excavations, fill and removal of materials attendant upon the construction of the work complete in place, and the disposal of all excess material and the final cleaning up of the work.

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). 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. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: MBR Construction, Inc.

Address: 1020 NW 51st Street

Fort Lauderdale FL 33309

Telephone: 954-486-8404 Fax: 954-448-2597

E-Mail Address: mboss@mbrconstruction.com

Michael R. Boss

President

(Name)

(Title)

(Name)

(Title)

Ronald R. Boss

Secretary/Treasurer

(Name)

(Title)

(Attach additional sheets, if necessary).

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Public Works Department, to update their records should he be awarded the work described below.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, 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 undersigned bidder has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

PROJECT 11818

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: MBR Construction, Inc.
President Michael R. Boss
Business Address: 1020 NW 51st Street, Fort Lauderdale, FL 33309
Telephone: 954-486-8404 Fax: 954-486-9579
E-Mail Address: mboss@mbrconstruction.com

What was the last project of this nature which you completed?
Flagler Drive Greenway Phase I

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 and telephone numbers):

Broward County – Shoban Smart	1 University Dr, Plantation FL 33325	954-577-4624
City of Deerfield Beach- Hiep Huynh	150 NE 2 nd Ave, Deerfield Beach FL 33441	954-480-4402
City of Coral Springs – Susan Hess	10610 Sample Rd, Coral Springs FL 33065	954-344-1156

How many years has your organization been in business? 21 Years

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: President, Michael R. Boss

Certificate of Competency Number of Qualifying Agent: CGC1512261

Effective Date: 10/1/2013 Expiration Date: 9/30/2014

Licensed in: Broward County Engineering Contractor's License # CGC1512261
(County/State)

Expiration Date: 9/30/2014

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

PROJECT 11818

A State of Florida General Contractor License and/or a Broward County General Contractor Certificate of Competency (Class A) is required.

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) Solar Lighting.

b) Asphalt

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

Delivery Truck, Dump Truck, Flat Bed Truck, Excavator, Skid steer, Concrete Form tools,
Concrete Finishing Tools.

4. What equipment will you purchase for the proposed work?

Any required per plans and specifications.

5. What equipment will you rent for the proposed work?

Any required per plans and specifications.

PROJECT 11818

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm 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) _____
Business Name
- is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

- (2) _____
Business Name
- is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

- (3) MBR Construction, Inc.
_____ Business Name
- is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

- (4) _____
Business Name
- requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

- (5) _____
Business Name
- requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

- (6) _____
Business Name
- is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: MBR Construction, Inc.

AUTHORIZED COMPANY PERSON: _____

PROJECT 11818

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. Timber Shoring	LF	100	\$0.05	\$5.00
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: \$5.00

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 6/13/2014

(SIGNATURE)

STATE OF: Florida COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael Boss who, after first being duly sworn by
me, (Name of Individual Signing)

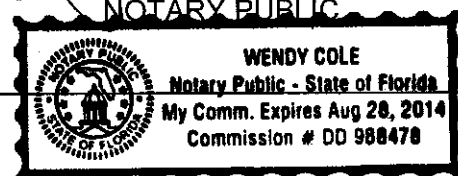
affixed his/her signature in the space provided above on this
2014.

13 day of June

[Signature]

NOTARY PUBLIC

My Commission Expires:



PROJECT 11818

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

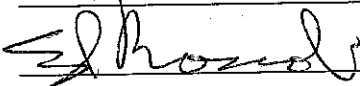
Name of Firm: MBR Construction, Inc.

Address of Firm: 1020 NW 15st Street, Fort Lauderdale FL 33309

Telephone Number: 954-486-8404

Name of Person Completing Form: ~~Ed Broccoli~~ Ed Broccoli

Title: Estimator

Signature: 

Date: 6/46/2014

City Project Number: 11818

City Project Description: Flagler Greenway Drive phae

Please check the item(s) which properly identify the status of your firm:

☒ Our firm is not a MBE or WBE.

☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

PROJECT 11818

MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Your firm should submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder will be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

- ☒ List Previous City of Fort Lauderdale Contracts
See attached list.
- ☒ Number of Employees in your firm
 - Percent (10 %) Women
 - Percent (49 %) Minorities
 - Job Classifications of Women and MinoritiesOffice manager, project manager, estimator, purchase agent, superintendent, foreman, laborer
- ☒ Use of minority and/or women subcontractors on past projects.
27-31%
- ☒ Nature of the work subcontracted to minority and/or women-owned firms.
Electrical, Plumbing, Roofing, Flooring, Paving, Striping, HVAC, Stucco, Painting, Drywall, Storefronts
- ☒ How are subcontractors notified of available opportunities with your firm?
Phone, Fax, Email
- ☒ Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.
8.6%

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) NO Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

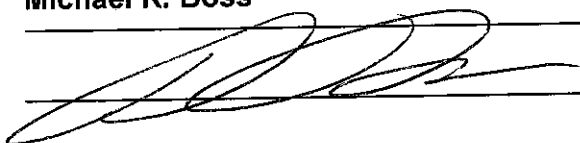
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

Name **Michael R. Boss**

Signature



Contractor's Authorized Representative

June 13, 2014

Dated

PROPOSAL
Bid No. 343-11421
PROJECT 11818
Flagler Drive Greenway and Bicycle Facility Phase II

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Fort Lauderdale, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Public Works Department of Fort Lauderdale, which are referred to below and made a part hereof, at the following unit prices, to-wit:

ITEM 1: Mobilization, demobilization, insurance, bond cost, testing, construction layout, permits, and other fixed costs not specifically included in other pay items.

LUMP SUM: \$75,000.00

ITEM 2: **MAINTENANCE OF TRAFFIC** – Furnish all labor, material, and equipment to provide all maintenance of traffic for entire length of the project.

LUMP SUM: \$12,200.00

ITEM 3: **PROJECT SIGNAGE** – Furnish all labor, materials, and equipment to install and maintain two (2) new 4' x 8' project information sign(s) during the construction of the project, per specifications.

LUMP SUM: \$1,350.00

ITEM 4: REMOVE, DISPOSE OR RELOCATE – Furnish all labor, materials, and equipment to remove and properly dispose existing asphalt or concrete (at various depths), saw cut asphalt and concrete (at various thicknesses), remove and properly dispose existing sod, remove and properly dispose limerock & subgrade base materials (at various depths), remove and properly dispose concrete curb and gutter, vacuum clean existing catch basins, as outlined below and in the contract drawings & specifications. (LF = Linear Feet, SY = Square Yard, CY = Cubic Yard, SF = Square Feet, EA = Each)

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Saw Cut Exist. Concrete / Asphalt	LF	1200	\$2.50	\$3,000.00
b) Asphalt, Limerock and Subgrade Removal to the depth required per plans and details (digging by hand included if necessary)	SY	2000	\$12.20	\$24,400.00
c) Concrete Curb Removal	LF	400	\$4.27	\$1,708.00
d) Concrete Sidewalk or Driveway Removal	SF	1000	\$1.22	\$1,220.00
e) Existing Sod Removal	SF	10500	\$0.12	\$1,260.00
f) Vacuum Clean Existing Catch Basins	EA	11	\$245.00	\$2,695.00

ITEM 5: CONCRETE SIDEWALK, ADA RAMPS – Furnish all materials labor and equipment to construct concrete sidewalks, driveways and ADA ramps, includes clearing reconstruction of base rock and compaction where required as outlined in the contract drawings and specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 6" Thick Concrete Sidewalk w/ Limerock Base (Includes Subgrade Adjustment to Match Proposed or Existing Elevations)	SF	4000	\$5.70	\$22,800.00
b) ADA Sidewalk Ramps (6" Thick Conc. - Includes Detectable Warnings)	EA	12	\$610.00	\$7,320.00

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Furnish all labor, materials, and equipment to perform all associated installation of new Bioswale/Drainage Trenches, as outlined in the design plans and Bioswale details. This item excludes removal of existing materials that are already covered in ITEM 1, and this item excludes installation of new sod, shrubs, and trees that are already covered as separate pay items.

Furnish all labor, materials, and equipment to perform all associated installation of new plants in the Bioswale/Drainage Trenches, as outlined in the contract drawings and specifications. These items include additional planting soil and mulch (if needed).

	UNIT	QUANTITY	UNIT COST	TOTAL
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d) Taxodium Distichum / Bald Cypress (B&B Field Grown; 12' x 5-6', 3" Cal.)	EA	3	\$641.00	\$1,923.00
e) Thrinax Radiata / Florida Thatch Palm (B&B Field Grown or Container; 6' x 5-6', 2" Cal.)	EA	87	\$842.00	\$73,254.00
f) Liriope Muscari / Evergreen Giant Liriope (1 Gal., 12" OA, 18" OC)	EA	45	\$12.00	\$540.00
g) Tripsacum Dactyloides / Fakahatchee Grass (3 Gal., 24" OA, 4' OC)	EA	244	\$31.75	\$7,747.00
h) Install & Maintain Erosion Control Devices Along The Project Per SWPPP Requirements.	LS	1	\$610.00	\$610.00

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	UNIT	QUANTITY	UNIT COST	TOTAL
a) Mill 1" of Existing Asphalt	SY	12000	\$4.15	\$49,800.00
b) Resurface 1" (min.) of Type S-3 Asphalt (Includes Tack Coat and Base Adjustment to Match Proposed or Existing Elevations)	SY	12000	\$8.55	\$102,600.00
c) Thermoplastic Railroad Symbol Markings	EA	1	\$325.00	\$325.00
d) 6" Solid White Thermoplastic	LF	6000	\$1.15	\$6,900.00
e) 6" White Thermoplastic 6'-10' Skip	LF	250	\$1.18	\$295.00
f) 12" Solid White Thermoplastic	LF	900	\$2.30	\$2,070.00
g) 24" Solid White Thermoplastic	LF	250	\$4.60	\$1,150.00
h) 6" Double Yellow Thermoplastic	LF	4,000	\$2.30	\$9,200.00
i) 18" Chevron White Thermoplastic	LF	350	\$3.44	\$1,204.00
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k) Directional Arrows Thermoplastic	EA	12	\$80.50	\$966.00
l) Blue Raised Pavement Markings (RPMs)	EA	5	\$18.00	\$90.00

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	UNIT	QUANTITY	UNIT COST	TOTAL
a) 4.0" I.D./4.5" O.D Schedule 40 Straight Form Aluminum Alloy Of 6061-Tb Standard 24 Feet To Be Installed As "Direct Burial" Per Detail Drawing And Manufacturer's Recommendation	EA	55	\$1,341.00	\$73,755.00
b) Light Fixture; Greenway Ascot LED, Color To Match Pole, Single Fixture On Each Pole, 20W (min.) to be Installed At 15 Feet Above Ground Per Detail Drawings. Item Includes Wiring For The Connection Of Fixture, Battery And Panel	EA	55	\$1,862.00	\$102,410.00
c) Battery, Greenway Battery With Capacity Of 200 AMP Hour (AH) And Battery Box To Be Installed At Elevation Roughly 17 Feet Above Ground, Behind The Solar Panel	EA	55	\$265.00	\$14,575.00
d) Solar Panel; Solar Panel Assembly 0.5 Feet By 2 Feet. Strong Enough to Withstand the Wind Load of 168 Mile Per Hour (MPH) When Installed at 18 Feet Elevation Above Ground	EA	55	\$ Incl.	\$ Incl.

TOTAL BID AMOUNT

\$806,511.00

(FIGURES)

Eight Hundred Six Thousand Five Hundred Eleven Dollars and No Cents

(TOTAL WRITTEN DOLLAR AMOUNT)

"Basis of Award" Basis of award shall be the total Base Bid based on best interests and needs of the City and available budget. Bidders must bid all items in Base Bid to be considered for award.

The City of Fort Lauderdale reserves the right to wave any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the above items.

At time of award of contract, the City reserves the right to set a minimum dollar limit that may be expended on this project. Contract quantities of any or all items including alternatives, may be increased, reduced, or eliminated to adjust the contract amount to coincide with other amount of work necessary or to bring a contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.

CONTRACT TIME

- 1.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.
- 1.2 The Work shall be Substantially Completed within **120** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 1.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **150** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

PROJECT 11818

COMPANY INFORMATION

The work described below includes all the necessary excavations, fill and removal of materials attendant upon the construction of the work complete in place, and the disposal of all excess material and the final cleaning up of the work.

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). 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. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: MBR Construction, Inc.

Address: 1020 NW 51st Street

Fort Lauderdale FL 33309

Telephone: 954-486-8404 Fax: 954-448-2597

E-Mail Address: mboss@mbrconstruction.com

Michael R. Boss

President

(Name)

(Title)

(Name)

(Title)

Ronald R. Boss

Secretary/Treasurer

(Name)

(Title)

(Attach additional sheets, if necessary).

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Public Works Department, to update their records should he be awarded the work described below.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, 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 undersigned bidder has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

PROJECT 11818

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: MBR Construction, Inc.
President Michael R. Boss
Business Address: 1020 NW 51st Street, Fort Lauderdale, FL 33309
Telephone: 954-486-8404 Fax: 954-486-9579
E-Mail Address: mboos@mbrconstruction.com

What was the last project of this nature which you completed?
Flagler Drive Greenway Phase I

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 and telephone numbers):

Broward County – Shoban Smart	1 University Dr, Plantation FL 33325	954-577-4624
City of Deerfield Beach- Hiep Huynh	150 NE 2 nd Ave, Deerfield Beach FL 33441	954-480-4402
City of Coral Springs – Susan Hess	10610 Sample Rd, Coral Springs FL 33065	954-344-1156

How many years has your organization been in business? 21 Years

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: President, Michael R. Boss

Certificate of Competency Number of Qualifying Agent: CGC1512261

Effective Date: 10/1/2013 Expiration Date: 9/30/2014

Licensed in: Broward County Engineering Contractor's License # CGC1512261
(County/State)

Expiration Date: 9/30/2014

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

PROJECT 11818

A State of Florida General Contractor License and/or a Broward County General Contractor Certificate of Competency (Class A) is required.

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) Solar Lighting.

b) Asphalt

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

Delivery Truck, Dump Truck, Flat Bed Truck, Excavator, Skid steer, Concrete Form tools,
Concrete Finishing Tools.

4. What equipment will you purchase for the proposed work?

Any required per plans and specifications.

5. What equipment will you rent for the proposed work?

Any required per plans and specifications.

PROJECT 11818

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm 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) _____
Business Name
- is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

- (2) _____
Business Name
- is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

- (3) MBR Construction, Inc.
_____ Business Name
- is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

- (4) _____
Business Name
- requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

- (5) _____
Business Name
- requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

- (6) _____
Business Name
- is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: MBR Construction, Inc.

AUTHORIZED COMPANY PERSON: _____

PROJECT 11818

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. Timber Shoring	LF	100	\$0.05	\$5.00
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: \$5.00

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 6/13/2014

(SIGNATURE)

STATE OF: Florida

COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael Boss who, after first being duly sworn by
me, (Name of Individual Signing)

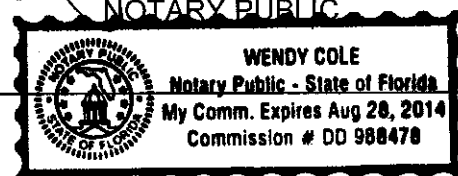
affixed his/her signature in the space provided above on this
2014.

13 day of June

[Signature]

NOTARY PUBLIC

My Commission Expires:



PROJECT 11818

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

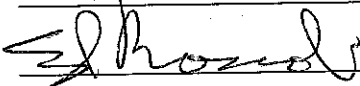
Name of Firm: MBR Construction, Inc.

Address of Firm: 1020 NW 15th Street, Fort Lauderdale FL 33309

Telephone Number: 954-486-8404

Name of Person Completing Form: ~~Ed Broccoli~~ Ed Broccoli

Title: Estimator

Signature: 

Date: 6/46/2014

City Project Number: 11818

City Project Description: Flagler Greenway Drive phae

Please check the item(s) which properly identify the status of your firm:

☒ Our firm is not a MBE or WBE.

☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

PROJECT 11818

MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Your firm should submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder will be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

- ☒ List Previous City of Fort Lauderdale Contracts
See attached list.
- ☒ Number of Employees in your firm
 - Percent (10 %) Women
 - Percent (49 %) Minorities
 - Job Classifications of Women and MinoritiesOffice manager, project manager, estimator, purchase agent, superintendent, foreman, laborer
- ☒ Use of minority and/or women subcontractors on past projects.
27-31%
- ☒ Nature of the work subcontracted to minority and/or women-owned firms.
Electrical, Plumbing, Roofing, Flooring, Paving, Striping, HVAC, Stucco, Painting, Drywall, Storefronts
- ☒ How are subcontractors notified of available opportunities with your firm?
Phone, Fax, Email
- ☒ Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.
8.6%

PROJECT 11818

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, 6.10.8.3,

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
<u>None</u>	<u>None</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) NO Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

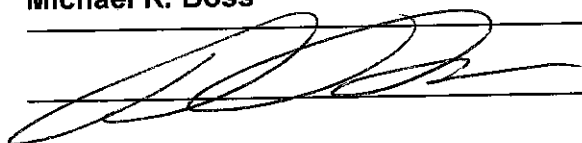
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

Name **Michael R. Boss**

Signature



Contractor's Authorized Representative

June 13, 2014

Dated