

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 6th day of June, 2023, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and RF Environmental Services, Inc., a Florida Corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 12748-933, which was opened on February 14, 2023; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

- 1.10 **Contract Price** – The amount established in the bid submittal and award by the City’s City Commission, its successors and assigns, as may be amended by Change Order.
- 1.11 **Contract Time** – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 **Contractor** – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 **Day** – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 **Defective** – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.14 **Effective Date of the Agreement** – The effective date of the Agreement shall be the date the City Commission approves the work.
- 1.16 **Final Completion Date** – The date the 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 to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 Plans – The official graphic representations of this Project that are a part of the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The construction project described in the Contract Documents, including the Work described therein.

- 1.27 Project Manager – The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List – The City's list of Work yet to be 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-Builts" – A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the Project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

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

CARBON DIOXIDE PH CONTROL SYSTEM FOR THE
FIVEASH WATER TREATMENT PLANT
ITB #12748-933

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

PROJECT DESCRIPTION

This Project is located at 949 NW 38th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of a carbon dioxide system for pH control of potable water.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Steve Hillberg, whose address is 949 NW 38th Street, Fort Lauderdale, FL 33309, telephone number: (954) 828-5076, and e-mail address: SHillberg@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets 1 to 13 inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number 1 through 2, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., 12748-933, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 12748-933, dated February 14, 2023.
- 4.13 Schedule of Completion.

- 4.14 All amendments, modifications and supplements, change orders and work directive Changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated 7/10/23, and any attachments.
- f. Invitation to Bid No., 12748-933, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No., 12748-933, dated February 14, 2023.
- h. Schedule of Values.
- i. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **TEN** (10) calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **TWO HUNDRED SEVENTY** (270) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **THREE HUNDRED** (300) 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, which shall not exceed the amount of Two Million Nine Hundred Ninety-Nine Thousand Dollars (**\$2,999,000**), 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 items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments: City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (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-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

- 7.4 **Final Payment:** Upon final completion of the Work 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 five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.8 **Payment Card Industry (PCI) Compliance**

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

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the 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 it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the 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 it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

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

8.8 Labor:

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

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

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

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

8.9 Materials:

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

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

8.10 Work Hours:

Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary

Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

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

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

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

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

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

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

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

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

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures 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 properties and areas not protected or preserved as required herein that may be destroyed or damaged.

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

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

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

8.18 Safety and Protection:

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

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

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

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

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or

detrification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

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

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

ARTICLE 10 – BONDS AND INSURANCE

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

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

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

10.3 Insurance:

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2022). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue

Fort Lauderdale, FL 33301

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

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

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

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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

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

- 11.1 **Warranty:** The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all

defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

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

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

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

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

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

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

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive

Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.
- If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and

remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The City shall not at any time be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of 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, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that

may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

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

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

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

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of 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 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. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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

- 14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.
- 14.4 **Basis of Compensation:** The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
- 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any 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 a 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 Twenty-Five Thousand Dollars (\$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 Twenty-Five Thousand Dollars (\$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 written and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a written and fully executed Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **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's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

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

- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

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

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

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

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

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

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

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this

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

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

ARTICLE 18 – DISPUTE RESOLUTION

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

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

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

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

with copies to the:

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

To the Contractor:

RF Environmental Services
Thaddeus Buckley, President
4840 NE 11th Avenue
Oakland Park, FL 33334
Thad3939@gmail.com

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit 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 One Thousand Dollars (\$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 One Thousand Dollars (\$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 (2022), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor

certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

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

- 22.8 **Public Entity Crimes:** In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 **Attorney Fees:** If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 **Public Records**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

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

22.11 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not

be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 22.11, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section 22.11 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

22.12 Non-Discrimination

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant
RF Environmental Services, Inc.

CITY


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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: 
Greg Chavarria
City Manager


Date: 7/10/23

ATTEST:

By: 
for David R. Soloman
City Clerk



Approved as to Legal Form:
D'Wayne Spence, Interim City Attorney

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

RF Environmental Services, Inc., a Florida Corporation.

[Signature]
Janine Guillen
Print Name

By: [Signature]
Thaddeus Buckley
President

[Signature]
Tony DeSimone
Print Name

ATTEST:

By: [Signature]
Secretary



(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21ST day of June, 2023, by Thaddeus Buckley, as President, for RF Environmental Services, Inc., a Florida Limited Liability Company.



Janine Guillen
Comm.:HH 239616
Expires: March 13, 2026
Notary Public - State of Florida

[Signature]
(Signature of Notary Public - State of Florida)

Janine Guillen
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: Kemi Foster-Sterling	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: Kemi.Foster-Sterling@bbrown.com		
INSURED RF Environmental Services Inc, DBA: Milan Construction & Real Estate 4840 NE 11th Avenue Oakland Park FL 33334	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FCCI Insurance Company		10178
	INSURER B: National Trust Insurance Company		20141
	INSURER C: Westchester Surplus Lines Insurance Company		10172
	INSURER D:		
	INSURER E:		
INSURER F:			


COVERAGES CERTIFICATE NUMBER: 2022-23 COI REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GL10005262903	10/24/2022	10/24/2023	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10005262603	10/24/2022	10/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM CSL \$ 300,000
B	<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 \$ 10,000			UMB10005262503	10/24/2022	10/24/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC010007021902	06/27/2022	06/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G70971070003	10/24/2022	10/24/2024	Each Pollution \$2,000,000 Aggregate \$2,000,000

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

City of Fort Lauderdale, a Florida municipal Corporation, its Officials, Employees, and Volunteers are Additional Insured with respect to General Liability. Waiver of Subrogation applies in favor of the Additional Insureds with respect to Workers Compensation. 30 Days Notice of Cancellation applies except 10 days non-payment of premium.

CERTIFICATE HOLDER City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Solicitation 12748-933

Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant

Bid Designation: Public



City of Fort Lauderdale

Bid 12748-933

Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant

Bid Number **12748-933**
 Bid Title **Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant**

Bid Start Date **Dec 7, 2022 4:18:46 PM EST**
 Bid End Date **Feb 14, 2023 2:00:00 PM EST**
 Question & Answer End Date **Feb 2, 2023 5:00:00 PM EST**

Bid Contact **Paulette R Hemmings Turner**
Procurement Specialist
Finance
954-828-5139
pturner@fortlauderdale.gov

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

This project is located at 949 NW 38th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of a carbon dioxide system for pH control of potable water.

Drawing Plans: This Project consists of Drawing File No., 4-143-67, 13 sheets. In order to obtain plans for the project, log into Bidsync.com, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Access to the site visit is only available to pre-approved plan-holders originating from the City of Fort Lauderdale Plans Request Form. Non-approved attendees will not be allowed to participate in the site visit. To avoid any issues, Plans Custodians should bring proof of approval to the site visit.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2021), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of the facility/location (collectively "Plans") are exempt from public inspection and copying except to a licensed architect, engineer, or contractor who is performing work on or related to the project. The entities and persons receiving the Plans shall maintain the exempt status of the Plans.

Pre-Bid Meeting/Site visit: Friday, December 16, 2022, @ 2:00 PM, Fiveash Water Treatment Plant, 949 NW 38th Street, Fort Lauderdale, FL 33309
Only pre-approved plan-holders will be allowed to attend Pre-bid Meeting and Site Visit

Licensing Requirements: Possession of a General Contractor's License is required for this Project.

Added on Dec 21, 2022:

Sign In Sheet Added

Added on Jan 9, 2023:

Bid Opening Date Extended to January 26, 2023 @ 2:00 PM

Q & A Due Date Extended to January 19, 2023 @ 5:00 PM

Added on Jan 23, 2023:

Addendum 1

Provides response to Question 7:

Added on Jan 23, 2023:

Extends Bid Opening and Q & A Dates

Bid Opening Date Extended to February 9, 2023 @ 2:00 PM

Q & A Due Date Extended to February 2, 2023 @ 5:00 PM

Added on Jan 27, 2023:

Adds Addendum 2

Revises System Requirements.

Added on Feb 8, 2023:

Added February 8, 2023

Bid Opening Date Extended to February 14, 2023 @ 2:00 PM

Addendum # 1



Addendum # 2



Item Response Form

Item **12748-933-01-01 - Base Bid: Mobilization and Demobilization**

Lot Description **Base Bid**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Furnish and install all labor, materials, equipment and all other incidentals required for the cost of bonds, insurance, licenses and other miscellaneous administrative costs not specifically identified in the costs of other work all temporary facilities, transportation, communications, office, maintenance, and any other pre- or post-construction expenses necessary for the start or cessation of the work, not specifically identified in the costs of other work. This item is limited to five percent (5%) of the contract price.

Item **12748-933-01-02 - Base Bid: Carbon Dioxide Facility**

Lot Description **Base Bid**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Furnish and install all equipment, labor and materials required to a construct a carbon dioxide pH control system at the Fiveash Water Treatment Plant including all equipment, power supplies, and control systems necessary for a complete and functional installation. The installation shall include a carbon gas detection and alarm, grounding and lightning protection systems.

Item **12748-933-02-01 - Option Items: Option 1 - CO2 Tanks**
 Lot Description **Option Items**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description
 Used CO2 tank(s) Provide and install and include a five-year warranty

Item **12748-933-02-02 - Option Items: Option 1 Additional Warranty for CO2 Tanks**
 Lot Description **Option Items**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description
 Purchase of additional 5-year warranty to extend warranty to 10 years

Item **12748-933-02-03 - Option Items: Option 2 - CO2 Dosing Stations**
 Lot Description **Option Items**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description
 Used CO2 dosing stations. Provide and install and include five-year warranty

Item **12748-933-02-04 - Option Items: Option 2 Additional Warranty for CO2 Dosing Stations**
 Lot Description **Option Items**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Purchase of additional 5-year warranty to extend warranty to 10 years

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

BID NO. 12748-933

PROJECT NO. P11589

**Carbon Dioxide pH Control System for the
Fiveash Water Treatment Plant**



**STEVEN HILLBERG P.E.
SENIOR PROJECT MANAGER**

**PAULETTE HEMMINGS TURNER
PROCUREMENT SPECIALIST**
Telephone: (954) 828-5139 E-mail: PTurner@fortlauderdale.gov

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Special Conditions	SC-1 thru SC-6
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IV. PERFORMANCE SPECIFICATIONS	

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

- CITB Questionnaire Sheet
- CITB Trench Safety
- Non-Collusion Statement
- Non-Discrimination Certification Form
- Contract Payment Method
- Construction Bid Certification Page
- E-Verify

INVITATION TO BID

Sealed bids will be received electronically until 2:00 p.m., local time, on **January 12, 2023**, and opened online immediately thereafter in the 5th Floor Conference Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, for **BID NO., 12748-933, PROJECT NO., P11589, Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant.**

All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through Microsoft Teams platform by using the following information:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 287 881 636 267

Passcode: 47tU6U

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 954-686-7296,689418551# United States, Fort Lauderdale

Phone Conference ID: 689 418 551#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

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

This project is located at 949 NW 38th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of a carbon dioxide system for pH control of potable water.

Drawing Plans: This Project consists of Drawing File No., 4-143-67, 13 sheets. In order to obtain plans for the project, log into Bidsync.com, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Access to the site visit is only available to pre-approved plan-holders originating from the City of Fort Lauderdale Plans Request Form. Non-approved attendees will not be allowed to participate in the site visit. To avoid any issues, Plans Custodians should bring proof of approval to the site visit.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2021), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout

and structural elements of the facility/location (collectively "Plans") are exempt from public inspection and copying except to a licensed architect, engineer, or contractor who is performing work on or related to the project. **The entities and persons receiving the Plans shall maintain the exempt status of the Plans.**

Each bidder who is not awarded the contract for construction of the project and each potential bidder who obtains the Plans ("potential bidder") agrees, at such person's or entity's expense, to return tangible Plans and any copies thereof to the City, destroy any electronic Plans and certify the destruction of electronic Plans to the City in writing within fourteen days following the City Commission's award of the contract to the successful bidder. The failure by an unsuccessful bidder or potential bidder to return tangible Plans and any copies thereof to the City and destroy any electronic Plans, and certify the destruction of electronic Plans to the City in writing within fourteen days following the City Commission's award of the contract to the successful bidder, shall constitute grounds for suspension of the unsuccessful bidder's or potential bidder's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and for the City to pursue any remedy at law or in equity, in which case such unsuccessful bidder or potential bidder agrees to pay the City's attorney fees and costs. The failure to maintain the exempt status of the Plans by a bidder who is not awarded the contract or by a potential bidder, shall constitute grounds for suspension of the bidder's or potential bidder's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and for the City to pursue any remedy at law or in equity, in which case such bidder or potential bidder agrees to pay the City's attorney fees and costs.

Any disclosure of the Plans by the successful bidder to any person or entity other than the City or a licensed architect, engineer, or contractor who is performing work on or related to the South Ocean Drive Bridge, shall constitute a breach of the ensuing agreement by the successful bidder and grounds for the City immediately to terminate the agreement, suspend the successful bidder's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and pursue any remedy at law or in equity, in which case the successful bidder agrees to pay the City's attorney fees and costs. This paragraph shall survive the expiration or termination of the ensuing agreement between the City and the successful bidder.

Licensing Requirements: Possession of a General Contractor's License is required for this Project.

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

Pre-Bid Meeting/Site visit: Friday, December 16, 2022 @ 2:00 PM, Fiveash Water Treatment Plant, 949 NW 38th Street, Fort Lauderdale, FL 33309

Only pre-approved plan-holders will be allowed to attend Pre-bid Meeting and Site Visit

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

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

Bid Bonds:

Bidders can submit bid bonds for projects **four** different ways.

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their electronic bids and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated.
- 3) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope. NOTE: Bond must be received in Procurement and time stamped before bid opening.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

Certified Checks, Cashier's Checks and Bank Drafts:

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

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

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

For information concerning technical specifications, please utilize the Q&A platform provided 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). **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>

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

INSTRUCTIONS TO BIDDERS

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

QUALIFICATIONS OF BIDDERS – No 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.

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

PERSONAL INVESTIGATION - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, 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 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 addenda 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 thirty-six (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 ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED,** 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 City as stated above, within the specified time.

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

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

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

Following the full execution of a contract for the work solicited in this Invitation to Bid and the successful bidder's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful bidder's bid will be refunded to the successful bidder, or in the event bid security was provided by a bond, the bond accompanying the successful bidder's bid will be returned to the successful bidder. In the event the successful bidder fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the City provides notice to the successful bidder to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale, or in the case of a check, the City shall retain the amount of the check, as liquidated damages. The City's retention of such amount shall not be construed as a penalty or forfeiture

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

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

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

ADDITIONAL ITEMS OR SERVICES: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or

services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

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

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

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: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's website at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

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, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

DRAWING PLANS -

In order to obtain plans for the site, log into Bidsync.com, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Access to the site visit (if any) is only available to pre-approved plan-holders originating from the City of Fort Lauderdale Plans Request Form. Non-approved attendees will not be allowed to participate in the site visit. To avoid any issues, Plans Custodians should bring proof of approval to the site visit.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2021), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of the site (collectively "Plans") are exempt from public inspection and copying except to a licensed architect, engineer, or contractor who is performing work on or related to the site.

The entities and persons receiving the Plans shall maintain the exempt status of the Plans, and shall not disclose the Plans to any other person or entity.

Each bidder who is not awarded the contract for construction of the project and each potential bidder who obtains the Plans ("potential bidder") agrees, at such person's or entity's expense, to return tangible Plans and any copies thereof to the City, destroy any electronic Plans obtained from the City, and certify the destruction of electronic Plans to the City in writing within fourteen days following the City Commission's award of the contract to the successful bidder. The failure by an unsuccessful bidder or potential bidder to return tangible Plans and any copies thereof to the City and destroy any electronic Plans obtained from the City and certify the destruction of electronic Plans to the City in writing within fourteen days following the City Commission's award of the contract to the successful bidder shall constitute grounds for suspension of the unsuccessful bidder's or potential bidder's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and for the City to pursue any remedy at law or in equity, in which case such unsuccessful bidder or potential bidder agrees to pay the City's attorney fees and costs. The failure to maintain the exempt status of the Plans by a bidder who is not awarded the contract or by a potential bidder, shall constitute grounds for suspension of the bidder's or potential bidder's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and for the City to pursue any remedy at law or in equity, in which case such bidder or potential bidder agrees to pay the City's attorney fees and costs.

Any disclosure of the Plans by the successful bidder to any person or entity other than the City or a licensed architect, engineer, or contractor who is performing work on or related to the project shall constitute a breach of the ensuing agreement by the successful bidder and grounds for the City immediately to terminate the agreement, suspend the successful bidder's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and pursue any remedy at law or in equity, in which case the successful bidder agrees to pay the City's

attorney fees and costs. This paragraph shall survive the expiration or termination of the ensuing agreement between the City and the successful bidder.

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

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2021), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

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

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

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

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

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

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

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

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

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

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

Definitions:

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

- c. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

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

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD A RTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE - Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

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

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

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

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

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

Contractor shall be fully responsible for all acts and omissions of its Sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any sub-contractor or other person or organization having

a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any sub-contractor or other person, or organization, except as may otherwise be required by law.

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

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

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

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

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

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

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

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

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the

immediate removal of the employee from the Site and isolation of all persons connected with the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

GC - 22 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

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

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

GC - 24 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work..

GC - 25 - The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

GC - 26 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in the cost of other parts of the Work.

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

GC - 27 - SITE CLEANUP AND RESTORATION – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

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

GC - 28 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

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

GC - 29 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 30 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road

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

GC - 31 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

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

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

GC - 32 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 32 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

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

GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in

part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

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

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

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

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

Telephone Number: (954) 828-5002

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

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

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

SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This project is located at 949 NW 38th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of a carbon dioxide system for pH control of potable water.

02. TRANSACTION FEES

The City uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through BidSync at www.bidsync.com and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Paulette Hemmings Turner **Procurement Specialist**, at (954) 828-5139 or email at PT@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the Question/Answer platform 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). **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 14 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 270 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 30 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

6. BID SECURITY

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

7. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award:
General Contractor License is required for this project.

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor shall have at least five (5) years experience installing chemical addition facilities in municipal water treatment plants, experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

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

09. BID ALLOWANCE – N/A

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

Insurance

10.1 Insurance: As a condition precedent to the effectiveness of this agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage

under each policy maintained by the contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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

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

11. PERFORMANCE AND PAYMENT BOND: 100%
12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Steve Hillberg, P.E. whose address is 949 NW 38th Street, Fort Lauderdale, Florida 33309, telephone number: (954) 828-5076, and e-mail address is SHillberg@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **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. (See Article 16, Liquidated Damages Clause, of the Contract)

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

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

Payment Card Industry (PCI) Compliance

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

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

15. WORK SCHEDULE (including overtime hours):

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**
City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

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

16. INSPECTION OVERTIME COST: \$100/hr.

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

- 1.27 **Project Manager** - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 **Punch List** - The City's list of Work yet to be 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-Builts"** - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 **Substantially Completed Date** – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 **Work** – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

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

PROJECT NAME
ITB # 12748-933 PROJECT # 11589

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

PROJECT DESCRIPTION

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This project is located at 949 NW 38th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of a carbon dioxide system for pH control of potable water.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Steven Hillberg, whose address is 949 NW 38th Street, Fort Lauderdale, FL 33309, telephone number: (954) 828-5076, and email address is SHillberg@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

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

- 4.12 Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive Changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

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

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

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

specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **14** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **270** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **300** calendar days after the 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, which shall not exceed the amount of \$ _____, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (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-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

- 7.4 Final Payment. Upon final completion of the Work 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 five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

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

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

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

In order to induce the City to enter into this Agreement, 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, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement.

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

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the 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 it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

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

8.8 Labor

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

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

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

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

8.9 Materials:

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures 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 properties and areas not protected or preserved as required herein that may be destroyed or damaged.

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

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

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

- 8.17 **Project Record Documents and Final As-Builts (Record Drawings):** Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times

during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

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

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

8.21 **Environmental:** The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition,

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

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

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

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

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

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

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

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

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

8.24 **Weather Emergencies:** Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the

event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

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

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

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

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

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

- 8.26 **Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts:** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The

recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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

ARTICLE 9 – CITY'S RESPONSIBILITIES

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

arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

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

ARTICLE 10 – BONDS AND INSURANCE

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

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

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

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

- i) The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- j) The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- k) In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- l) In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- m) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- n) The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- o) The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- p) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible,

co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

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

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

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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

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

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

- 11.1 **Warranty:** The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 **Warranty of Title:** The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 **Warranty of Specifications:** The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 **Warranty of Merchantability:** The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 **Tests and Inspections:** Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 **Uncovering Work:** If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project

Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

- 11.4 **City May Stop the Work:** If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 **Correction or Removal of Defective Work Before Final Payment:** If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 **One Year Correction Period After Final Payment:** If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

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

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of 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, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the

breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

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

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of 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 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. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- 14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:
- 14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in

Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.
- 14.4 **Basis of Compensation:** The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
- 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any 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 therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **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's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

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

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

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

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

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

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

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

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished. 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

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

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

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in

mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

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

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

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

with copy to the:

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2021), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2021), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715

F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

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

22.8 **Public Entity Crimes:** In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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

22.10 **Public Records**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY

**CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE,
FLORIDA 33301.**

Contractor shall:

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

22.11 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify

Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

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Project Name
(Contractor)
Project #

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
Gregg Chavarria
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CAMPAIGN FINANCING

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

By: _____

Print Name

Print Name: _____

Title: _____

ATTEST:

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

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

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

CARBON DIOXIDE ADDITION SYSTEM AT THE FIVEASH WTP

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SYSTEM REQUIREMENTS

1. Project Objectives

The City desires installation of a “turnkey system” for adjusting the pH of the water treatment process at the Fiveash Water Treatment Plant by adding a carbon dioxide gas and water solution. The proposed system will dose carbon dioxide solution into three recarbonation basins that receive flow from “hydrotreater” lime softening treatment units. One recarbonation basin receives flows from two hydrotreaters, each with a capacity of up to about 10 million gallons per day (mgd) and the other two recarbonation basins each receive flow from a dedicated hydrotreater having a capacity of up to about 25 mgd. The proposed CO₂ facility shall deliver any rate of CO₂ solution between 80 and 900 pounds per hour. The proposed CO₂ facility shall be designed to operate in and be protected from weather conditions in Southeast Florida, including hurricanes.

The proposed facility shall consist of items and features typical to carbon dioxide addition systems in use at municipal water treatment plants. The proposed CO₂ addition facility shall be designed and constructed on an energy efficient, low maintenance basis with no major overhauls or replacement anticipated during the first 75,000 hours of operation. All components touching or which could potentially touch water in the treatment process must be NSF or Food Grade. In addition, materials (pipes, brackets, bolts, etc.) must be at least 304 stainless steel.

1.0 Site information The contractor is to install the carbon dioxide addition facility at the Fiveash Water Treatment Plant at a location about 50 feet north of the entrance to the operations building. The proposed site for the facility has many underground utilities in the work area and the Contractor must take extra care to locate all utilities. The Contractor shall use “potholing” as necessary. The Contractor shall be responsible for damage to all utilities whether located or not.

The Fiveash Water Treatment Plant is an active facility and the Contractor shall not interfere with the operation of the plant.

The desired carbon dioxide addition system includes requirements for the following items:

1.1 General Project Implementation:

1.0 Project Meetings: The Contractor’s project manager shall prepare an agenda and attend a progress meeting every two weeks throughout the construction period. At a minimum, the agenda shall contain a summary of progress over the prior two weeks and a two-week look ahead. After each meeting, the Contractor’s project manager shall distribute meeting minutes. The Contractor’s project manager shall attend additional meetings as necessary to coordinate key project activities.

1.1 Payment procedures The City will provide its standard payment application form for the Contractor’s use. The payment items shall be as approved in the Contractor’s submittal for a schedule of values. The City will withhold 5% retainage until the final payment. The Contractor shall submit payment applications monthly.

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- 1.2 **Project schedule:** The Contractor shall submit a project schedule within 14 days after the City issues the Notice-to-Proceed. The project schedule shall be in bar chart format and showing the critical path. Liquidated damages shall be assessed by the City at \$500.00 per day.
- 1.3 **Closeout:** The City will issue a Certificate of Substantial completion when the City can place the facility into operation as intended. The City will issue the punch list with the Certificate of Substantial Completion and the Contractor shall complete the items on the punch list to the City's satisfaction within 30 days of receipt.
- 1.4 **Warranty Period:** The City will observe a 12 month warranty period for the work. The City will schedule a warranty inspection after 11 months and invite the Contractor's project manager to attend. The Contractor shall repair any deficiencies found during the inspection, that are attributed to the Contractor's work.
- 1.5 **Submittals:** The Contractor shall transmit information on the components of the proposed facility to the City sufficient to show the make, model, capacity, power needs, signal capabilities, and general suitability of all the proposed components for the CO2 facility. The contractor shall provide documents in electronic format (pdf) with a transmittal showing the contractor's name, the City's project name and project number and name of the equipment. The contractor's representative shall review the submittal and sign it indicating the contractor's assessment that the component meets the requirements for the carbon dioxide addition facility. The City will return the submittal signed by the City's project manager and noted as approved as submitted, approved as noted, revise and resubmit or rejected.

2. Permits:

- 2.0 The City will obtain building permits through the City's Department of Sustainable Development (electrical for power feeds, structural for the slabs and plumbing for water routing and solution lines)
- 2.1 The City will obtain permits required by Broward County (for growth and environmental impact).
- 2.2 The City will obtain the permit required by the State of Florida Department of Environmental Protection.

3. System Components

- 3.0 **CO2 bulk storage tank:** The contractor shall provide, install, connect and start-up a carbon dioxide storage tank and accessories. The storage tank shall be stamped ASTM U, have a 120-ton capacity of liquid carbon dioxide, and include an insulation method with material and/or vacuum. The tank installation shall include:
 - Quantity gauge,
 - Pressure gage
 - Integral refrigeration system,
 - Vaporizer,

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- Vapor heater (passive is preferred, if possible),
- Over-pressure relief valve assemblies with alarm signal,
- Automatic shut off valve for tank low pressure with alarm signal,
- Leak detection with alarm signal,
- High and low level with alarm signals and
- High and low temp with alarm signals.

Alarm and all other signals from the CO₂ tank installation shall be transmitted to a local system control panel included with the facility and described below. Materials and pressure rating of the bulk tank shall be appropriate for the CO₂ addition facility requirements and environmental conditions at the installation location. The tank shall come skid mounted or otherwise ready to anchor to the concrete slab(s) to be provided by the contractor as part of this contract. The CO₂ bulk tank shall be furnished with standard ports and valves provided with bulk carbon dioxide storage tanks used in standard municipal water treatment installations. At a minimum, these ports shall include liquid fill, vapor recovery, vapor withdrawal, product refrigeration, and pressure maintenance. The bulk tank and accessories shall be sized to deliver the quantity range of CO₂ gas required by the facility.

- 3.1 Fill Station:** The Contractor shall provide and install a stainless steel enclosure painted white with a lockable front door and having two standard hose connections inside for a standard semi-tractor CO₂ tanker truck. One connection shall be 1 ½ inches in diameter for liquid delivery and the other connection shall be 1-inch in diameter for vapor balance. Each connection shall have isolation valves suitable for liquid and gas CO₂ service and pressure relief valves with exhausts piped to six inches above the ground. Piping from the fill station to the CO₂ storage tank shall be as described below.
- 3.2 Concrete slab(s) for CO₂ tank and accessories:** As part of this contract, the Contractor shall construct concrete slab(s) capable of supporting the full tank and accessories. The slab(s) shall also be designed to resist wind loads on the tank and accessories. For a CO₂ tank mounted on a perimeter rail, the slab for the tank shall be 12-inches thick with a thickened edge all around. For a CO₂ tank mounted on two cradles, the slabs shall be 24 inches thick. Reinforcement shall be No 4 rebars spaced at 6 inches each way or equivalent steel area. Slabs shall be placed on surfaces compacted to 98 percent density of AASHTO T-80 excavated to a depth of one half slab thickness. The slab(s) shall be installed three feet away from the barrier wall described below.
- 3.3 Barrier/shield wall:** The Contractor shall supply and install concrete Jersey-style barriers along the full length of the carbon dioxide tank and attached appurtenances east of the tank. The barriers shall be installed straight and level, on top of a weed prevention barrier. The barrier wall shall be installed against the site fence and three 3 feet from the tank's slab.
- 3.4 Piping for CO₂:**
- 3.4.1 Liquid carrier piping from the fill station to the CO₂ storage tank:** This piping shall be installed 24-inches below ground and will have a maximum

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distance of 30 feet. Pipes shall be 1 1/2-inch diameter stainless steel piping. Insulated with 2" ISO-CI/2.0 rigid foam insulation and 30 mil PVC jacket. Insulation by DynaPlast or equal and PVC jacket by Johns Manville. The buried run of the pipes shall have detectable warning tape installed 12 inches above the top of the pipe. Above ground portions of the pipe shall be supported every five feet. Pipe shall be hydrostatically tested for leaks at 150 pounds per square inch (psi) for 4 hours with no measurable pressure drop. All CO2 piping shall be NSF 61 certified or food grade.

3.4.2 Vapor carrier piping from the CO2 storage tank to the solution mixing equipment: Vapor/gas piping shall be 1-inch diameter stainless steel piping and with the same installation and leak testing requirements as the liquid CO2 fill piping. Separation between the liquid fill and vapor recovery pipes shall be six inches.

3.4.3 Piping from the solution mixing equipment to the injection points: This piping shall be:

- a. Above ground – 1,000 feet of double contained CPVC schedule 40 piping with glued joints, supported every 5 feet. Glue used for the joints shall be NSF certified or food grade. The pipe diameter shall be sized to meet the dosing requirements.
- b. Below ground – Same as above but installed 24 inches below the ground surface with detectable warning tape buried 12 inches above each pipe.

3.4.4 Piping at the application points: This piping shall be CPVC supported every five feet. Glue used for the joints shall be NSF certified or food grade. The pipe diameter shall be sized to meet the dosing requirements.

3.5 CO2 and water solution mixing equipment: Three stations capable of dosing at 40 to 50 ppm at each of the dosing points.

3.5.1 Recarbonation Basin for Hydrotreaters 1 & 2: 25 to 250 pounds per hour

3.5.2 Recarbonation Basin for Hydrotreater 3: 100 to 350 pounds per hour

3.5.3 Recarbonation Basin for Hydrotreater 4: 100 to 350 pounds per hour

The dosage shall be paced using differential pH readings from upstream and downstream locations at each recarbonation basin. Water and CO2 mixing equipment shall include booster pumps capable of providing the needed pressure for proper creation of the CO2 and water solution from the plant supply pressure of 50 to 70 psi and delivery of the solution to the injection points. The mixing equipment shall include pressure control valves, pressure gauges, pressure transmitters and other accessories normally included in CO2 systems for municipal drinking water treatment plants.

At each CO2 and water mixing station, CO2 vapor for mixing shall be controlled by an automatic metering valve and flowmeter (rotameter) combination. The pumps

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providing the water for mixing shall be variable speed to allow energy savings at flows less than full capacity. Pump motors shall include reduced voltage starters.

3.6 System Local Control Panel: This panel shall control the feed rates of the CO₂ gas, water and carbonic acid solution based on target pH readings at the exits of the recarbonation basins. In addition, the panel shall monitor the status of the fill station, CO₂ storage tank and subsystems, solution mixing stations, pH probes and atmospheric levels of CO₂. All signals from the proposed CO₂ addition facility shall be connected to the local system control panel. The local control panel will be connected to the plant-wide control system. Signals from pH probes shall be transmitted to the local panel via the water treatment plant's control system. The local panel shall include:

- a. One PLC, Allen-Bradley CompactLogix 5370 controller (either L24 or L30 depending on the input/output load.)
- b. One Operator Interface Terminal (OIT) consisting of a 10-inch color touchscreen (Allen Bradley Panelview Plus, model number 2711P-T10C22D9P) mounted inside on the deadfront.
- c. A separate 110vac/24vdc power supply for the digital inputs, outlets and analog signals. (One power supply will suffice – not separate for each one)
- d. At least 10% spare points shall for all digitals and analogs.
- e. All analog signals input and output to be individually fused.
- f. One fuse for each bank of 8 digital signals.
- g. LED indication of failure for all fuses.
- h. Surge arrestor for control signals – (ASCO PC642C-036 or equivalent)
- i. Surge arrestor for main incoming power – (EDCO HSP121BT-1RO or equivalent)
- j. Media convertor – Minimum of 1 fiber optic port and 4 RJ45 ports – Unmanaged switch.
- k. A temperature sensor
- l. An exterior vented fan
- m. An LED strip light that comes on when the door is open.
- n. An internal door that will house the OIT – this door should cover all the internal controls (electrical, digital etc.)
- o. A UPS that will maintain power for at least 60 minutes. - Either an Allen Bradley UPS or APC suitable for the task. The panel light and Utility outlet are not required to be on the UPS.
- p. A 120VAC, 20 amp utility outlet with GFCI protection (for laptop etc.)
- q. A lift up tray on the inside of the external door for a laptop to be used to program the control panel.

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- r. Sun shields all around.
- s. Stainless Steel (316L) painted white.
- t. A minimum NEMA 4X Protection Category
- u. Lockable Emergency Stop push button accessible without opening the panel door.
- v. Single lockable exterior door, to operate system and view touchscreen
- w. Heavy duty door handle
- x. Exterior mounted annunciator
- y. Exterior mounted alarm (red strobe)
- z. With mounting panel made of painted white HS212W1 steel mounted on studs
 - aa. CO2 sniffer and
 - bb. Alarm signal + annunciator
 - cc. Grounding connection
 - dd. Nameplate "Local Control Panel, Carbon Dioxide System"
 - ee. Mounting poles and concrete slab

The Contractor shall develop the Operator Interface Terminal (OIT) screen and software to run the CO2 facility to specifications provided by the City of Fort Lauderdale. The specifications will include nomenclature of tag names. The Contractor shall integrate the control system for the CO2 facility with the plant's control system using Citect 2018 to write the code. The Contractor's submittal shall include screen shots of developed screens for approval.

All PLC programs, OIT programs and SCADA screens will become the property of the City of Fort Lauderdale and copies of all programs should be provided on an encrypted USB drive.

3.7 Diffusers: The Contractor shall install one diffuser in each of the treatment plant's three recarbonation basins. The Contractor shall install the diffuser with the outlet 10 feet below the water surface and a minimum distance of 12-inches away from concrete surfaces. The diffuser shall be composed of a vertical pipe with a tee fitting at the bottom and two horizontal branches to form the outlet. The branch of the tee shall have 3 inches of piping on each side between the tee fitting and an end cap. The piping on the branches of the outlet shall have ¼ inch diameter holes at ¼-inch spacing each way. The branches of the outlet shall have caps and the ends of the caps shall have ¼-inch diameter holes at 1/4-inch spacing each way. Materials of construction shall be schedule 80 NSF certified or food grade PVC or CPVC.

3.8 PH monitors and probes: PH monitors shall be Hach model sc200. PH Probes shall be Hach pHD sc Online Process pH Sensor - pH Sensor for Clean Water, mounted in the following locations:

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- 3.8.1 Hydrotreaters 3 and 4** The contractor shall provide and install four pH probes and two controllers. The contractor shall replace the pH probe and float mechanism at each exit of the hydrotreaters and install one pH probe at each exit of the recarbonation basins for Hydrotreaters 3 and 4. The contractor shall install the arm and float mechanism on the two probes after the recarbonation basins to match the mechanisms in the hydrotreaters. The probes for each hydrotreater shall be connected to a contractor provided HACH sc200 controller capable of supporting a minimum of two pH probes. The new controllers shall replace the existing controllers in their current locations. The contractor shall carefully remove and provide them to the City unless the City approves the contractor to dispose of them in writing. Existing power and control connections are to be used for the new controllers and probes.
- 3.8.2 Hydrotreaters 1 and 2** The contractor shall install two pH probes and one controller at the recarbonation basin. The contractor shall install one pH probe at the entrance and one pH probe at the exit of the recarbonation basin for Hydrotreaters 1 and 2. The contractor shall provide and install a new Hach sc200 controller and connect the new probes. Existing power and control connections at an adjacent panel are to be used for the new controller and probes.

3.9 Power supply

- 3.9.1** The CO2 facility shall be supplied with electricity from a new circuit constructed by the contractor by replacing an existing, unused 480 volt alternating current (VAC) power feed from the plant's main switchgear to the nearby Administration Building. The contractor shall disconnect the existing cables and remove and recycle them. The contractor shall install a new electrical junction box and a new power distribution panel for the proposed CO2 facility near the facility location as shown on the plans. The contractor shall install new circuit breakers sized for the CO2 facility (approximately 175 amps) in the plant's main switchgear, install new power cables sized for the proposed CO2 facility (approximate size of 2/0 American Wire Gauge [AWG]) to the facility's power distribution panel and connect the power cables. All power cables shall have copper conductors.
- 3.9.2 Conduit for Power Supply:** The contractor shall provide and install power supply conduit as follows:
- 3.9.3 480-volt to CO2 facility routed below ground:** The Contractor shall install conduit containing THWN copper wire sized for the power draw of the CO2 facility, buried 24 inches below the ground surface with detectable warning tape installed 12 inches above each conduit. The approximate distance for this buried conduit is 60 feet.
- 3.9.4 120-volt for the CO2 facility routed below ground:** Conduit to the local control panel and other locations as needed shall be 1-inch diameter PVC conduit with XHHW type copper wire insulation sized for the power draw of the equipment it feeds. Underground conduit shall be installed 24 inches

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below the ground surface with detectable warning tape installed 12 inches above each conduit. The approximate distance for this buried conduit is 100 feet.

All conductors shall be megger tested after installation and a written report of test results must be approved by the City prior to energizing the circuits.

3.10 Conduit and cable for controls: The contractor shall provide the following:

3.10.1 Above ground: Schedule 40 CPVC ¾ inches in diameter and contain multimode fiber optic cable with a minimum of 6 strands.

3.10.2 Below ground: Shall be the same as above but buried 24 inches below the ground surface with detectable warning tape installed 12 inches above the conduit. The length of this conduit is approximately 100 feet.

3.11 Water Supply The Contractor shall install 8-inch C900 PVC water main to supply the equipment for mixing carbon dioxide and water with a 4-inch branch for each booster pump. The Contractor shall connect the proposed 8-inch main to an existing 8-inch water main running parallel and outside the site fence with a tapping sleeve and valve assembly. The tapping sleeve and valve shall be Mueller H-615 and T-2362, respectively, or equal. The Contractor shall connect the other end of the 8-inch water main to the 3-inch water main that runs along the north wall of the operations building as shown on the plans. The Contractor shall install a 3-inch by 8-inch reducer on the proposed 8-inch water pipe after the branches to the carbon dioxide and water mixing stations and install 3-inch pipe to connect to the existing 3-inch water pipe. The contractor shall make the connection by installing a 3-inch gate valve at the end of the new piping and cut in a 3-inch tee into the existing water pipe. The Contractor shall coordinate the plan for the tie-ins with the City.

The Contractor shall install branches to the booster pumps as with the following items: ball valve, backflow preventer, pump, ball valve, discharge header, ball valve and mixing equipment. The contractor shall install a backflow preventer as described below on each branch before the booster pump. The contractor shall install a discharge header so that is connected to each booster pump discharge and each mixing station. The contractor shall install valves to allow any booster pump to pump to any one of the mixing equipment installations.

The Contractor shall install water piping 30-inches below the ground surface and install a metallic locating tape above the pipe 12 inches below the ground surface. The Contractor shall pressure test, flush, disinfect, test to ensure bacteriological clearance, and obtain City approval in writing before placing the water supply piping into service. The excavation for the water main shall be backfilled and compacted to 98 percent of the maximum dry density of the soil.

3.12 Backflow prevention. The contractor shall install a backflow prevention device on each intake pipe for each booster pump. The backflow preventer shall be Watts Deringer 20G 4 or equal.

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3.13 Gauges:

3.13.1 General: All gauges shall be appropriate for long-term outdoor service in southeast Florida. Contractor installed gage assemblies shall have a ½ inch run with an isolation valve and a ¼ inch branch with a valve for blowoff or sampling. Valves on the pressure gauge assemblies shall be stainless steel ball valves. All gauges in contact with potable water or carbon dioxide vapor shall be NSF certified or food grade.

3.13.2 CO2 tank: The vendor of the CO2 tank and accessories shall provide the standard gauges for typical CO2 tanks used at municipal water treatment plants. At a minimum, gauges shall include a 6-inch diameter pressure gauge with a range of 0-600 pounds per square inch gage (psig) and a 6-inch tank quantity gauge showing 0-120 ton capacity.

3.13.3 Water Supply: The gauges on water piping to and from the booster pumps shall have a range of 0-150 psi. (pre pump and post pump).

3.13.4 Mixing equipment: The Contractor shall supply the standard gauges and flowmeters that come with the equipment mounted to or inside the mixing station enclosures. At a minimum these shall include CO2 gas flowrate, pressure gauges, pressure transmitters and other monitors necessary to operate, monitor and troubleshoot the mixing equipment for carbon dioxide and water.

3.13.5 The Contractor shall install a gauge on the solution piping after each mixing equipment installation. The gauge shall have a range of 0-100 psi.

3.14 Process valves: The Contractor shall install stainless steel ball valves appropriate for pressures up to 600 psi and temperatures from -10 to +100 degrees Fahrenheit on piping carrying carbon dioxide liquid or vapor. Valves and all wetted parts must be NSF 61 certified or food grade.

3.15 Pressure relief valves:

3.15.1 CO2 fill lines: The Contractor shall install pressure relief valves on the fill and vapor balance piping inside the fill station. Pressure relief valves shall be Generant CRVP4-500B-K-350, or equal. The Contractor shall install exhaust lines on the pressure relief valves that extend to within six inches of the ground and are capped with stainless steel bug screens.

3.15.2 CO2 Storage tank: The tank vendor shall provide and install their standard pressure relief valve assemblies for the carbon dioxide tank. The make and model of assembly components shall be provided by CO2 tank vendor.

3.16 Air (gas) relief valves: The Contractor shall install gas relief valves at high points in the solution lines. The Contractor shall install the solution lines with as few high points as possible. To make the gas relief valve, the Contractor shall install a tee in the solution pipe and install a ½ inch pipe and PVC/CPVC isolation ball valve with the gas relief valve following the isolation valve. The contractor shall install ½ inch CPVC piping to the gas relief valve's exhaust to direct exhaust to exterior

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locations away from personal hazard. Ends of exhaust piping shall be covered with stainless steel bug screens. Gas relief valves shall be CPVC Air Release Valve by Plast-O-Matic Series ARV, or equal.

- 3.17 CO2 gas detectors:** CO2 gas detectors shall be General Monitor model S5000, to match existing detectors used in other parts of the water treatment plant. The Contractor shall connect the detectors in the area near the CO2 tank to the facility's local control panel. The Contractor shall connect detectors near the injection points to the nearest existing process control panels. The Contractor shall use analog cable in ½-inch Schedule 40 CPVC conduit to connect the detectors. The contractor shall integrate the detector signals into the plant's control system.
- 3.18 Flow meters for CO2 solution lines:** The Contractor shall install flowmeters in the solution lines just before the injection points. The Contractor shall connect the flowmeters to the plant control system at the nearest process control panel and integrate the flowmeter signals into the plant's control system.
- 3.19 Grounding system/lightning protection:** The CO2 tank, fill station, solution mixing equipment, local control panel and all power panels shall be grounded and have lightning protection. The contractor shall install a perimeter copper wire loop around the tank and associated equipment and drive two grounding wells at opposing corners of the perimeter loop. Lightning protection shall be installed at a high point of the tank, d on the solution mixing stations. Control panel, too?
- 4. Start Up:** The contractor shall provide enough CO2 to test the entire system and then enough CO2 to completely fill the tank once the City approves the system testing results and provides approval in writing that the CO2 system can be placed into operation. The contractor shall provide testing, start up and training services from qualified manufacturer's representatives. Manufacturers' representatives shall:
- Witness and approve unloading of key equipment,
 - Inspect construction,
 - Approve installation, (Provide Manufacturer's Certification of Proper Installation Form – attached).
 - Conduct startup,
 - Provide performance testing,
 - Provide O&M training,
 - Provide O&M manuals
- 5. Spare parts:** Provide spare parts as recommended by the manufacturer(s) providing equipment and materials for the installation.
- 6. Warranty:** provide for bulk tank and accessories, booster pumps, pH probes, control panel and accessories, air(gas) relief valves,
- 7. Site Restoration:** The Contractor shall restore areas altered or damaged by its activities to conditions at least equal to the conditions existing before the Contractor's work in that area.

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- 7.0 For grassed areas, the Contractor shall smooth and lightly compact the area and plant Bahia grass seed. The contractor shall provide irrigation if necessary for a thirty-day establishment period.
 - 7.1 For gravel areas, the contractor shall return displaced gravel from surrounding areas to the originally graveled area and add similar gravel if necessary to bring the area back to its original condition.
 - 7.2 For paved asphalt areas, the Contractor shall saw cut damaged edges, compact backfill to 98% of its maximum dry density, install compacted base material matching the thickness of the abutting areas, and install asphalt and compact it, leaving a surface matching the surrounding asphalt thickness, surface texture and level of the abutting asphalt surfaces.
 - 7.3 For paved concrete areas, the Contractor shall remove concrete to the nearest joint or saw cut damaged edges if the nearest joint is more than two feet away, compact backfill to 98% of its maximum dry density, install compacted base material matching the thickness of the abutting areas, install concrete working in a surface texture to match the surrounding area and level of the abutting paved surfaces.
 - 7.4 For masonry/concrete/stucco surfaces, chip out or otherwise remove damaged material, remove rust for any embedded rebar encountered, add anti corrosive agent to the rebar, apply bonding agent to the area of damaged concrete, apply repair material, work the surface of the repair area to match surrounding area and apply paint after the required curing period. The Contractor shall conduct all repair steps in accordance with manufacturer's instructions.
8. **Bid Option 1:** Used CO2 tank(s) Provide and install and include a five-year warranty with an option for the City to purchase an extension of the warranty to ten years.
 9. **Bid Option 2:** Used CO2 dosing stations. Provide and install and include five-year warranty with an option for the City to purchase an extension of the warranty to ten years.

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MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER	_____	EQPT SERIAL NO:	_____
EQPT TAG NO:	_____	EQPT/SYSTEM:	_____
PROJECT NO:	_____	SPEC. SECTION:	_____

I hereby certify that the above-referenced equipment/system has been:
(Check Applicable)

- Installed in accordance with Manufacturer's recommendations.
- Inspected, checked, and adjusted.
- Serviced with proper initial lubricants.
- Electrical and mechanical connections meet quality and safety standards.
- All applicable safety equipment has been properly installed.
- Recommended spare parts have been delivered and accepted by the City.
- Passed functional tests
- System has been performance tested and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments:

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate their equipment and (iii) authorized to make recommendations required to ensure equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: _____, 20__

Manufacturer: _____

By Manufacturer's Authorized Representative: _____
(Authorized Signature)



**CITY OF FORT LAUDERDALE
PLANS REQUEST FORM
For Architects, Engineers, and Contractors**

Building Plans

Pursuant to Section 119.071(3)(b), Florida Statutes (2021), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of the Project described in the Solicitation, (collectively, "Plans"), are exempt from public inspection and copying except to a licensed architect, engineer, or contractor who is performing work on or related to the Project. **The entities and persons receiving the Plans shall maintain the exempt status of the Plans.**

Documents Requested:

View only Copies will be made

Requester Information

Name: _____

Title: _____

Work to be Performed on the Project by the Requester:

Company Name: _____

Address: _____

License Held: _____

License Number: _____

Phone: _____

E-mail: _____

As an authorized licensed architect, engineer, or contractor, the undersigned, on behalf of him/herself, and on behalf of the referenced company, agrees to maintain the exempt status of the Plans. Each bidder who is not awarded the contract for construction of the Project, each potential bidder who obtains the Plans ("potential bidder"), and each subcontractor who obtains the Plans ("subcontractor") agrees, at such person's or entity's expense, to return tangible Plans and any copies thereof to the City, destroy any electronic Plans, and certify the destruction of any electronic Plans to the City in writing, within fourteen days following the City Commission's award of the contract to the successful bidder. The failure by an unsuccessful bidder, potential bidder, or subcontractor to return tangible Plans and any copies thereof to the City, destroy any electronic Plans, and certify the destruction of any electronic Plans to the City in writing, within fourteen days following the City Commission's award of the contract to the successful bidder, shall constitute grounds for suspension of the unsuccessful bidder's or the potential bidder's or subcontractor's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and for the City to pursue any remedy at law or in equity, in which case such unsuccessful bidder or potential bidder or subcontractor agrees to pay the City's attorney fees and costs. The undersigned further agrees that the failure to maintain the exempt status of the Plans shall constitute grounds for suspension of the bidder's or potential bidder's or subcontractor's right to be included on a vendor database pursuant to Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida, and for the City to pursue any remedy at law or in equity, in which case such bidder, potential bidder, or subcontractor agrees to pay the City's attorney fees and costs.

Signature: _____

Date: _____

City of Fort Lauderdale
Public Works Engineering Division
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
Email:
SecureBidDocs@fortlauderdale.gov

A copy of the professional license must be provided by architects, engineers, and contractors before authorization is given to download Plans. Send a copy of the license and this completed form via email.

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration)
Address:
City: State: Zip:
Telephone No.: FAX No.: Email:
Check box if your firm qualifies for MBE / SBE / WBE: []

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Table with 4 columns: Name, Title, Name, Title. Two rows for listing individuals.

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Table with 6 columns: Addendum No., Date Issued, Addendum No., Date Issued, Addendum No., Date Issued.

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button.

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed) Signature
Date Title

PROPOSAL FOR THE CONSTRUCTION OF THE ...

The City of Fort Lauderdale is seeking proposals for the construction of the ...

Revised 4/28/2020

The City of Fort Lauderdale is seeking proposals for the construction of the ...

The City of Fort Lauderdale is seeking proposals for the construction of the ...

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The City of Fort Lauderdale is seeking proposals for the construction of the ...

BID NO. 12748-933 SPECIFIC REFERENCES FORM

Bidder shall submit proof of Constructing modifications to existing municipal water treatment plants experience in the State of Florida in the last five (5) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects in accordance with the requirements of the solicitation specifications / scope of work. Include the owner’s name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary companies as references in your submittals.

A. PRIME BIDDER’S NAME: _____

CLIENT NO.1 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

BID NO. 12748-933 SPECIFIC REFERENCES FORM

CLIENT NO.2 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

BID NO. 12748-933 SPECIFIC REFERENCES FORM

CLIENT NO.3 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is:

Certificate of Competency Number of Qualifying Agent:

Effective Date:

Expiration Date:

Licensed in:

Engineering Contractor's License #

(County/State)

Expiration Date:

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

//

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

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

//

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

//

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

//

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.			\$	\$
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: \$

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:

(SIGNATURE)

STATE OF:

COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

_____, who, after first being duly sworn by me,
 affixed his/her signature in the space provided above on this
 _____ day of _____, 20____.

NOTARY PUBLIC


My Commission Expires:

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 Lauderdale FL officer or in 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.

 **Text Box: 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.**

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Name

Relationships

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.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

- MasterCard
- Visa

Company Name

Name (Printed)

Signature

Date

Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: //

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:



FINANCE DEPARTMENT PRE-BID MEETING SIGN-IN SHEET



DATE: 12/16/2022 TIME: 02:00 AM PM

OPENING DATE: ~~01~~ 01-12-2023 PROCUREMENT CONTACT: Paulette Hemmings Turner

ITB #: 12748-933 ITB TITLE: Carbon Dioxide Systems

NAME	COMPANY	PHONE	EMAIL
Paulette Hemmings Turner	COFL	X5139	PTurner@fortlauderdale.gov
Tom Palmatier	PCL	305-900-8911	TPalmatier@pcl.com
Doug Lenz	RFES	561 720 7495	douglenz@bellsouth.net
Miguel Arroyo	COFL	954-828-7806	MARROYO@fortlauderdale.gov
Colin Leslie	COFL	954-828-7840	cleslie@fortlauderdale.gov
Anthony Marini	SUI	954-547-9252	bids@southernundergroundindustries.com
Rafael Albino	City of Ft. Lauderdale	954 828-7864	ralbino@fortlauderdale.gov
Cesar Alza	City of FLT	954-828-7865	calza@fortlauderdale.gov
Kwinda Subick	Ft. Land	954 828 7867	ksubick@fortlauderdale.gov
Steve Hillberg	City	954 828-5076	shillberg@fortlauderdale.gov

Form approved By: Jodi S. Hart, Manager of Procurement and Contracts | Page: 1 of 1 | Rev: 4 | Revision Date: 05/11/20 | Author: LP

Q:\PURCHASING\FINAL FORMS\FINAL FORMS - ISO COMPLIANT\Approved Forms\ITB Documents



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

ITB No. 12748-933

TITLE: CARBON DIOXIDE PH CONTROL SYSTEM FOR THE FIVEASH WATER TREATMENT PLANT

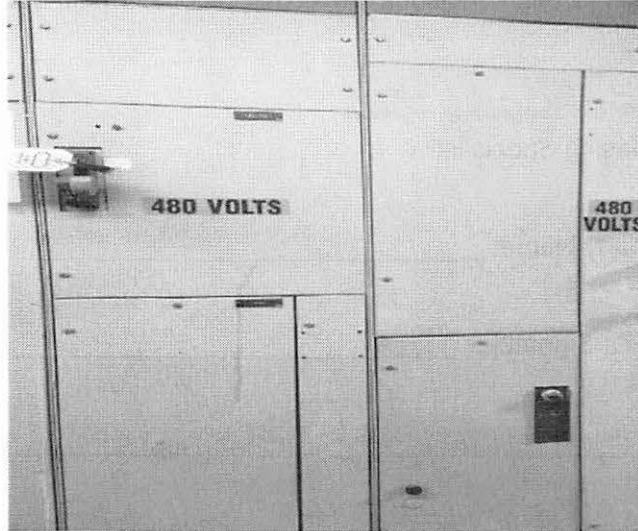
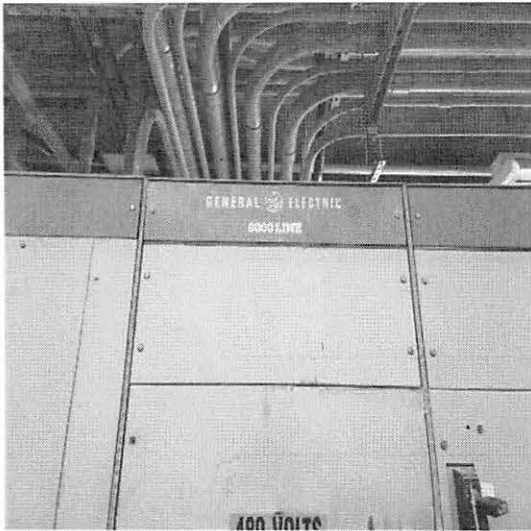
ADDENDUM NO.1

DATE: 01/19/2023

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

Provides response to Question 7:

Can you please provide the manufacturer and a detailed picture of "Name Plate Data" on the switch gear line up in the electrical room for which the in breaker bucket is to be installed. This information is required in order to get a price from the manufacturer for the new breaker bucket.



All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner
Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____



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

ITB No. 12748-933

TITLE: CARBON DIOXIDE PH CONTROL SYSTEM FOR THE FIVEASH WATER
TREATMENT PLANT

ADDENDUM NO.2

DATE: 01/27/2023

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

Revises System Requirements

➤ *Please refer to the below attachment – Revisions are depicted in red.*

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner
Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

Addendum 2 Revised SYSTEM REQUIREMENTS

Note: items added are shown in red text and items deleted are shown as ~~strike through text~~.

1. Project Objectives

The City desires installation of a “turnkey system” for adjusting the pH of the water treatment process at the Fiveash Water Treatment Plant by adding a carbon dioxide gas and water solution. The proposed system will dose carbon dioxide solution into three recarbonation basins that receive flow from “hydrotreater” lime softening treatment units. One recarbonation basin receives flows from two hydrotreaters, each with a capacity of up to about 10 million gallons per day (mgd) and the other two recarbonation basins each receive flow from a dedicated hydrotreater having a capacity of up to about 25 mgd. The proposed CO₂ facility shall deliver any rate of CO₂ solution between 80 and 900 pounds per hour. The proposed CO₂ facility shall be designed to operate in and be protected from weather conditions in Southeast Florida, including hurricanes.

The proposed facility shall consist of items and features typical to carbon dioxide addition systems in use at municipal water treatment plants. The proposed CO₂ addition facility shall be designed and constructed on an energy efficient, low maintenance basis with no major overhauls or replacement anticipated during the first 75,000 hours of operation. All components touching or which could potentially touch water in the treatment process must be NSF or Food Grade. In addition, materials (pipes, brackets, bolts, etc.) must be at least 304 stainless steel.

1.0 Site information The contractor is to install the carbon dioxide addition facility at the Fiveash Water Treatment Plant at a location about 50 feet north of the entrance to the operations building. The proposed site for the facility has many underground utilities in the work area and the Contractor must take extra care to locate all utilities. The Contractor shall use “potholing” as necessary. The Contractor shall be responsible for damage to all utilities whether located or not.

The Fiveash Water Treatment Plant is an active facility and the Contractor shall not interfere with the operation of the plant.

The desired carbon dioxide addition system includes requirements for the following items:

1.1 General Project Implementation:

- 1.0 Project Meetings:** The Contractor’s project manager shall prepare an agenda and attend a progress meeting every two weeks throughout the construction period. At a minimum, the agenda shall contain a summary of progress over the prior two weeks and a two-week look ahead. After each meeting, the Contractor’s project manager shall distribute meeting minutes. The Contractor’s project manager shall attend additional meetings as necessary to coordinate key project activities.
- 1.1 Payment procedures** The City will provide its standard payment application form for the Contractor’s use. The payment items shall be as approved in the Contractor’s submittal for a schedule of values. The City will withhold 5%

CARBON DIOXIDE ADDITION SYSTEM AT THE FIVEASH WTP

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retainage until the final payment. The Contractor shall submit payment applications monthly.

- 1.2 **Project schedule:** The Contractor shall submit a project schedule within 14 days after the City issues the Notice-to-Proceed. The project schedule shall be in bar chart format and showing the critical path. Liquidated damages shall be assessed by the City at \$500.00 per day.
- 1.3 **Closeout:** The City will issue a Certificate of Substantial completion when the City can place the facility into operation as intended. The City will issue the punch list with the Certificate of Substantial Completion and the Contractor shall complete the items on the punch list to the City's satisfaction within 30 days of receipt.
- 1.4 **Warranty Period:** The City will observe a 12 month warranty period for the work. The City will schedule a warranty inspection after 11 months and invite the Contractor's project manager to attend. The Contractor shall repair any deficiencies found during the inspection, that are attributed to the Contractor's work.
- 1.5 **Submittals:** The Contractor shall transmit information on the components of the proposed facility to the City sufficient to show the make, model, capacity, power needs, signal capabilities, and general suitability of all the proposed components for the CO2 facility. The contractor shall provide documents in electronic format (pdf) with a transmittal showing the contractor's name, the City's project name and project number and name of the equipment. The contractor's representative shall review the submittal and sign it indicating the contractor's assessment that the component meets the requirements for the carbon dioxide addition facility. The City will return the submittal signed by the City's project manager and noted as approved as submitted, approved as noted, revise and resubmit or rejected.

2. Permits:

- 2.0 The City will obtain building permits through the City's Department of Sustainable Development (electrical for power feeds, structural for the slabs and plumbing for water routing and solution lines)
- 2.1 The City will obtain permits required by Broward County (for growth and environmental impact).
- 2.2 The City will obtain the permit required by the State of Florida Department of Environmental Protection.

3. System Components

- 3.0 **CO2 bulk storage tank:** The contractor shall provide, install, connect and start-up a carbon dioxide storage tank and accessories. The storage tank shall be stamped ASTM U, have a 120-ton capacity of liquid carbon dioxide, and include an insulation method with material and/or vacuum. The tank installation shall include:
 - Quantity gauge,

CARBON DIOXIDE ADDITION SYSTEM AT THE FIVEASH WTP

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- Pressure gauge,
- Integral refrigeration system,
- Vaporizer,
- Vapor heater (passive is preferred, if possible),
- Over-pressure relief valve assemblies with alarm signal,
- Automatic shut off valve for tank low pressure with alarm signal,
- Leak detection with alarm signal,
- High and low level with alarm signals and
- High and low temp with alarm signals.

Alarm and all other signals from the CO₂ tank installation shall be transmitted to a local system control panel included with the facility and described below. Materials and pressure rating of the bulk tank shall be appropriate for the CO₂ addition facility requirements and environmental conditions at the installation location. The tank shall come skid mounted or otherwise ready to anchor to the concrete slab(s) to be provided by the contractor as part of this contract. The CO₂ bulk tank shall be furnished with standard ports and valves provided with bulk carbon dioxide storage tanks used in standard municipal water treatment installations. At a minimum, these ports shall include liquid fill, vapor recovery, vapor withdrawal, product refrigeration, and pressure maintenance. The bulk tank and accessories shall be sized to deliver the quantity range of CO₂ gas required by the facility.

3.0a Liquid CO₂: Carbon dioxide used for testing and operation of the CO₂ facility shall have purity greater than 99.5% and must conform to ANSI/NSF Standard 60-1998 as required by Florida Administrative Code.

3.1 Fill Station: The Contractor shall provide and install a stainless steel enclosure painted white with a lockable front door and having two standard hose connections inside for a standard semi-tractor CO₂ tanker truck. One connection shall be 1 ½ inches in diameter for liquid delivery and the other connection shall be 1-inch in diameter for vapor balance. Each connection shall have isolation valves suitable for liquid and gas CO₂ service and pressure relief valves with exhausts piped to six inches above the ground. Piping from the fill station to the CO₂ storage tank shall be as described below.

3.2 Concrete slab(s) for CO₂ tank and accessories: As part of this contract, the Contractor shall construct concrete slab(s) capable of supporting the full tank and accessories. The slab(s) shall also be designed to resist wind loads on the tank and accessories. For a CO₂ tank mounted on a perimeter rail, the slab for the tank shall be 12-inches thick with a thickened edge all around. For a CO₂ tank mounted on two cradles, the slabs shall be 24 inches thick. Reinforcement shall be No 4 rebars spaced at 6 inches each way or equivalent steel area. Slabs shall be placed on surfaces compacted to 98 percent density of AASHTO T-80 excavated to a depth of one half slab thickness. The slab(s) shall be installed three feet away from the barrier wall described below.

3.3 Barrier/shield wall: The Contractor shall supply and install concrete Jersey-style barriers along the full length of the carbon dioxide tank and attached

CARBON DIOXIDE ADDITION SYSTEM AT THE FIVEASH WTP

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appurtenances east of the tank. The barriers shall be installed straight and level, on top of a weed prevention barrier. The barrier wall shall be installed against the site fence and three 3 feet from the tank's slab.

3.4 Piping for CO2:**3.4.1 Liquid carrier piping from the fill station to the CO2 storage tank:**

This piping shall be installed 24-inches below ground and will have a maximum distance of 30 feet. Pipes shall be 1 ½-inch diameter stainless steel piping. Insulated with 2" ISO-CI/2.0 rigid foam insulation and 30 mil PVC jacket. Insulation by DynaPlast or equal and PVC jacket by Johns Manville. The buried run of the pipes shall have detectable warning tape installed 12 inches above the top of the pipe. Above ground portions of the pipe shall be supported every five feet. Pipe shall be hydrostatically tested for leaks at 150 pounds per square inch (psi) for 4 hours with no measurable pressure drop. All CO2 piping shall be NSF 61 certified or food grade.

3.4.2 Vapor balance piping from the CO2 storage tank to the fill station:

This piping shall be installed 24-inches below ground and will have a maximum distance of 30 feet. Pipes shall be 1-inch diameter stainless steel piping. Insulated with 2" ISO-CI/2.0 rigid foam insulation and 30 mil PVC jacket. Insulation by DynaPlast or equal and PVC jacket by Johns Manville. The buried run of the pipes shall have detectable warning tape installed 12 inches above the top of the pipe. The vapor balance pipe shall be separated from the fill pipe by four inches from the outside of the pipe insulation. Above ground portions of the pipe shall be supported every five feet. Pipe shall be hydrostatically tested for leaks at 150 pounds per square inch (psi) for 4 hours with no measurable pressure drop. All CO2 piping shall be NSF 61 certified or food grade.3.4.1

3.4.3 Vapor carrier piping from the CO2 storage tank to the solution mixing equipment:

Vapor/gas piping shall be 1-inch diameter stainless steel piping and with the same installation and leak testing requirements as the liquid CO2 fill piping. Separation between the liquid fill and vapor recovery pipes shall be six inches.

3.4.4 Piping from the solution mixing equipment to the injection points:

On the wall of the filter building about after the solution pipes come out of the ground, the contractor shall install a valved interconnect using PVC ball valves on the solution pipes so that flow from any solution mixing station can be sent to any of the solution pipes. The contractor shall install the interconnect three feet above the ground surface. Immediately above the interconnect, the contractor shall install a PVC ball check valve in each solution pipe. All valves shall be NSF certified or food grade. The requirements for the piping shall be as follows:

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- a. Above ground – 1,000 feet of 4-inch diameter ~~double-contained~~ CPVC schedule 40 piping with glued joints, supported every 5 feet. Glue used for the joints shall be NSF certified or food grade. The pipe diameter shall be sized to meet the dosing requirements.
- b. Below ground – Same as above but installed 24 inches below the ground surface with detectable warning tape buried 12 inches above each pipe.

Piping at the application points: This piping shall be CPVC supported every five feet. Glue used for the joints shall be NSF certified or food grade. The pipe diameter shall be sized to meet the dosing requirements.

3.5 CO2 and water solution mixing equipment: Three stations capable of dosing at 40 to 50 ppm at each of the dosing points.

3.5.1 Recarbonation Basin for Hydrotreaters 1 & 2: 25 to 250 pounds per hour

3.5.2 Recarbonation Basin for Hydrotreater 3: 100 to 350 pounds per hour

3.5.3 Recarbonation Basin for Hydrotreater 4: 100 to 350 pounds per hour

The dosage shall be paced using differential pH readings from upstream and downstream locations at each recarbonation basin. Water and CO2 mixing equipment shall include booster pumps capable of providing the needed pressure for proper creation of the CO2 and water solution from the plant supply pressure of 50 to 70 psi and delivery of the solution to the injection points. The mixing equipment shall include pressure control valves, pressure gauges, pressure transmitters and other accessories normally included in CO2 systems for municipal drinking water treatment plants.

At each CO2 and water mixing station, CO2 vapor for mixing shall be controlled by an automatic metering valve and flowmeter (rotameter) combination. The pumps providing the water for mixing shall be variable speed to allow energy savings at flows less than full capacity. Pump motors shall include reduced voltage starters.

3.6 System Local Control Panel: This panel shall control the feed rates of the CO2 gas, water and carbonic acid solution based on target pH readings at the exits of the recarbonation basins. In addition, the panel shall monitor the status of the fill station, CO2 storage tank and subsystems, solution mixing stations, pH probes and atmospheric levels of CO2. All signals from the proposed CO2 addition facility shall be connected to the local system control panel. The local control panel will be connected to the plant-wide control system. Signals from pH probes shall be transmitted to the local panel via the water treatment plant's control system. The local panel shall include:

- a. One PLC, Allen-Bradley CompactLogix 5370 controller (either L24 or L30 depending on the input/output load.)
- b. One Operator Interface Terminal (OIT) consisting of a 10-inch color touchscreen (Allen Bradley Panelview Plus, model number 2711P-T10C22D9P) mounted inside on the deadfront.

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- c. A separate 110vac/24vdc power supply for the digital inputs, outlets and analog signals. (One power supply will suffice – not separate for each one)
- d. At least 10% spare points shall for all digitals and analogs.
- e. All analog signals input and output to be individually fused.
- f. One fuse for each bank of 8 digital signals.
- g. LED indication of failure for all fuses.
- h. Surge arrestor for control signals – (ASCO PC642C-036 or equivalent)
- i. Surge arrestor for main incoming power – (EDCO HSP121BT-1RO or equivalent)
- j. Media convertor – Minimum of 1 fiber optic port and 4 RJ45 ports – Unmanaged switch.
- k. A temperature sensor
- l. An exterior vented fan
- m. An LED strip light that comes on when the door is open.
- n. An internal door that will house the OIT – this door should cover all the internal controls (electrical, digital etc.)
- o. A UPS that will maintain power for at least 60 minutes. - Either an Allen Bradley UPS or APC suitable for the task. The panel light and Utility outlet are not required to be on the UPS.
- p. A 120VAC, 20 amp utility outlet with GFCI protection (for laptop etc.)
- q. A lift up tray on the inside of the external door for a laptop to be used to program the control panel.
- r. Sun shields all around.
- s. Stainless Steel (316L) painted white.
- t. A minimum NEMA 4X Protection Category
- u. Lockable Emergency Stop push button accessible without opening the panel door.
- v. Single lockable exterior door, to operate system and view touchscreen
- w. Heavy duty door handle
- x. Exterior mounted annunciator
- y. Exterior mounted alarm (red strobe)
- z. With mounting panel made of painted white HS212W1 steel mounted on studs
- aa. CO2 sniffer and
- bb. Alarm signal + annunciator
- cc. Grounding connection

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dd. Nameplate "Local Control Panel, Carbon Dioxide System"

ee. Mounting poles and concrete slab

The Contractor shall develop the Operator Interface Terminal (OIT) screen and software to run the CO₂ facility to specifications provided by the City of Fort Lauderdale. The specifications will include nomenclature of tag names. The Contractor shall integrate the control system for the CO₂ facility with the plant's control system using Citect 2018 to write the code. The Contractor's submittal shall include screen shots of developed screens for approval.

All PLC programs, OIT programs and SCADA screens will become the property of the City of Fort Lauderdale and copies of all programs should be provided on an encrypted USB drive.

3.7 Diffusers: The Contractor shall install one diffuser in each of the treatment plant's three recarbonation basins. The Contractor shall install the diffuser with the outlet 10 feet below the water surface and a minimum distance of 12-inches away from concrete surfaces. The diffuser shall be composed of a vertical pipe with a tee fitting at the bottom and two horizontal branches to form the outlet. The branch of the tee shall have 3 inches of piping on each side between the tee fitting and an end cap. The piping on the branches of the outlet shall have ¼ inch diameter holes at ¼-inch spacing each way. The branches of the outlet shall have caps and the ends of the caps shall have ¼-inch diameter holes at 1/4-inch spacing each way. Materials of construction shall be schedule 80 NSF certified or food grade PVC of CPVC.

3.8 PH monitors and probes: PH monitors shall be Hach model sc200. PH Probes shall be Hach pH sc Online Process pH Sensor - pH Sensor for Clean Water, mounted in the following locations:

3.8.1 Hydrotreaters 3 and 4 The contractor shall provide and install four pH probes and two controllers. The contractor shall replace the pH probe and float mechanism at each exit of the hydrotreaters and install one pH probe at each exit of the recarbonation basins for Hydrotreaters 3 and 4. The contractor shall install the arm and float mechanism on the two probes after the recarbonation basins to match the mechanisms in the hydrotreaters. The probes for each hydrotreater shall be connected to a contractor provided HACH sc200 controller capable of supporting a minimum of two pH probes. The new controllers shall replace the existing controllers in their current locations. The contractor shall carefully remove and provide them to the City unless the City approves the contractor to dispose of them in writing. Existing power and control connections are to be used for the new controllers and probes.

3.8.2 Hydrotreaters 1 and 2 The contractor shall install two pH probes and one controller at the recarbonation basin. The contractor shall install one pH probe at the entrance and one pH probe at the exit of the recarbonation basin for Hydrotreaters 1 and 2. The contractor shall provide and install a new Hach sc200 controller and connect the new probes. Existing power

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and control connections at an adjacent panel are to be used for the new controller and probes.

3.9 Power supply

3.9.1 The CO2 facility shall be supplied with electricity from a new circuit constructed by the contractor by replacing an existing, unused 480 volt alternating current (VAC) power feed from the plant's main switchgear to the nearby Administration Building. The contractor shall disconnect the existing cables and remove and recycle them. The contractor shall install a new electrical junction box and a new power distribution panel for the proposed CO2 facility near the facility location as shown on the plans. The contractor shall install new circuit breakers sized for the CO2 facility (approximately 175 amps) in the plant's main switchgear, install new power cables sized for the proposed CO2 facility (approximate size of 2/0 American Wire Gauge [AWG]) to the facility's power distribution panel and connect the power cables. All power cables shall have copper conductors.

3.9.2 Conduit for Power Supply: The contractor shall provide and install power supply conduit as follows:

3.9.3 480-volt to CO2 facility routed below ground: The Contractor shall install conduit containing THWN copper wire sized for the power draw of the CO2 facility, buried 24 inches below the ground surface with detectable warning tape installed 12 inches above each conduit. The approximate distance for this buried conduit is 60 feet.

3.9.4 120-volt for the CO2 facility routed below ground: Conduit to the local control panel and other locations as needed shall be 1-inch diameter PVC conduit with XHHW type copper wire insulation sized for the power draw of the equipment it feeds. Underground conduit shall be installed 24 inches below the ground surface with detectable warning tape installed 12 inches above each conduit. The approximate distance for this buried conduit is 100 feet.

All conductors shall be megger tested after installation and a written report of test results must be approved by the City prior to energizing the circuits.

3.10 Conduit and cable for controls: The contractor shall provide the following:

3.10.1 Above ground: Schedule 40 CPVC ¾ inches in diameter and contain multimode fiber optic cable with a minimum of 6 strands.

3.10.2 Below ground: Shall be the same as above but buried 24 inches below the ground surface with detectable warning tape installed 12 inches above the conduit. The length of this conduit is approximately 100 feet.

3.11 Water Supply The Contractor shall install 8-inch C900 PVC water main to supply the equipment for mixing carbon dioxide and water with a 4-inch branch for each booster pump. The Contractor shall connect the proposed 8-inch main to an existing 8-inch water main running parallel and outside the site fence with a

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tapping sleeve and valve assembly. The tapping sleeve and valve shall be Mueller H-615 and T-2362, respectively, or equal. The Contractor shall connect the other end of the water supply piping ~~8-inch water main~~ to the 3-inch water main that runs along the north wall of the operations building as shown on the plans. The Contractor shall install a 3-inch by 8-inch reducer on the proposed 8-inch water pipe after the branches to the carbon dioxide and water mixing stations and install 3-inch pipe to connect to the existing 3-inch water pipe. The contractor shall make the connection by installing a 3-inch gate valve at the end of the new piping and cut in a 3-inch tee into the existing water pipe. The Contractor shall coordinate the plan for the tie-ins with the City.

The Contractor shall install branches to the booster pumps as with the following items: ball valve, backflow preventer, pump, ball valve, discharge header, ball valve and mixing equipment. The contractor shall install a backflow preventer as described below on each branch before the booster pump. The contractor shall install a discharge header ~~so that is~~ connected to each booster pump discharge and each mixing station. The contractor shall install valves on the discharge to allow any booster pump to pump to any one of the mixing equipment installations.

The Contractor shall install water piping 30-inches below the ground surface and install a metallic locating tape above the pipe 12 inches below the ground surface. The Contractor shall pressure test, flush, disinfect, test to ensure bacteriological clearance, and obtain City approval in writing before placing the water supply piping into service. The excavation for the water main shall be backfilled and compacted to 98 percent of the maximum dry density of the soil.

3.12 Backflow prevention. The contractor shall install a backflow prevention device on each intake pipe for each booster pump. The backflow preventer shall be Watts Deringer 20G 4 or equal.

3.13 Gauges:

3.13.1 General: All gauges shall be appropriate for long-term outdoor service in southeast Florida. Contractor installed gage assemblies shall have a ½ inch run with an isolation valve and a ¼ inch branch with a valve for blowoff or sampling. Valves on the pressure gauge assemblies shall be stainless steel ball valves. All gauges in contact with potable water or carbon dioxide vapor shall be NSF certified or food grade.

3.13.2 CO2 tank: The vendor of the CO2 tank and accessories shall provide the standard gauges for typical CO2 tanks used at municipal water treatment plants. At a minimum, gauges shall include a 6-inch diameter pressure gauge with a range of 0-600 pounds per square inch gage (psig) and a 6-inch tank quantity gauge showing 0-120 ton capacity.

3.13.3 Water Supply: The gauges on water piping to and from the booster pumps shall have a range of 0-150 psi. (pre pump and post pump).

3.13.4 Mixing equipment: The Contractor shall supply the standard gauges and flowmeters that come with the equipment mounted to or inside the mixing

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station enclosures. At a minimum these shall include CO₂ gas flowrate, pressure gauges, pressure transmitters and other monitors necessary to operate, monitor and troubleshoot the mixing equipment for carbon dioxide and water.

- 3.13.5** The Contractor shall install a gauge on the solution piping after each mixing equipment installation. The gauge shall have a range of 0-100 psi.
- 3.14 Process valves:** The Contractor shall install stainless steel ball valves appropriate for pressures up to 600 psi and temperatures from -10 to +100 degrees Fahrenheit on piping carrying carbon dioxide liquid or vapor. Valves and all wetted parts must be NSF 61 certified or food grade.
- 3.15 Pressure relief valves:**
- 3.15.1** CO₂ fill lines: The Contractor shall install pressure relief valves on the fill and vapor balance piping inside the fill station. Pressure relief valves shall be Generant CRVP4-500B-K-350, or equal. The Contractor shall install exhaust lines on the pressure relief valves that extend to within six inches of the ground and are capped with stainless steel bug screens.
- 3.15.2** CO₂ Storage tank: The tank vendor shall provide and install their standard pressure relief valve assemblies for the carbon dioxide tank. The make and model of assembly components shall be provided by CO₂ tank vendor.
- 3.16 Air (gas) relief valves:** The Contractor shall install gas relief valves at high points in the solution lines. The Contractor shall install the solution lines with as few high points as possible. To make the gas relief valve, the Contractor shall install a tee in the solution pipe and install a ½ inch pipe and PVC/CPVC isolation ball valve with the gas relief valve following the isolation valve. The contractor shall install ½ inch CPVC piping to the gas relief valve's exhaust to direct exhaust to exterior locations away from personal hazard. Ends of exhaust piping shall be covered with stainless steel bug screens. Gas relief valves shall be CPVC Air Release Valve by Plast-O-Matic Series ARV, or equal.
- 3.17 CO₂ gas detectors:** CO₂ gas detectors shall be General Monitor model S5000, to match existing detectors used in other parts of the water treatment plant. The Contractor shall connect the detectors in the area near the CO₂ tank to the facility's local control panel. The Contractor shall connect detectors near the injection points to the nearest existing process control panels. The Contractor shall use analog cable in ½-inch Schedule 40 CPVC conduit to connect the detectors. The contractor shall integrate the detector signals into the plant's control system.
- 3.18 Flow meters for CO₂ solution lines:** The Contractor shall install flowmeters in the solution lines just before the injection points. The Contractor shall connect the flowmeters to the plant control system at the nearest process control panel and integrate the flowmeter signals into the plant's control system.
- 3.19 Grounding system/lightning protection:** The CO₂ tank, fill station, solution mixing equipment, local control panel and all power panels shall be grounded and

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have lightning protection. The contractor shall install a perimeter copper wire loop around the tank and above listed associated equipment and drive five ~~two~~ grounding wells at opposing corners of the perimeter loop (counterpoise). The contractor shall include and connect the existing grounding well in the grounding loop. Lightning protection shall be installed at a high point of the tank and the above listed equipment. ~~solution mixing stations. Control panel, too?~~

- 3.20 Equipment Tags:** The contractor shall provide nameplates or tags for the equipment installed. This includes the tank, valves, meters, gauges, pumps and panels. The city will provide the names and instrumentation identification codes for each item. An example is as follows "Carbon Dioxide Tank 8130." Tags and labels shall be permanently affixed to the items with glue or wire loop. Tags and labels shall be engraved or stamped and of a material that is suitable for long term durability in the exterior south Florida environment. The method of attachment shall also be suitable for long term durability in the exterior south Florida environment.
- 4. Start Up:** The contractor shall provide enough CO2 to test the entire system and then enough CO2 to completely fill the tank once the City approves the system testing results and provides approval in writing that the CO2 system can be placed into operation. The contractor shall provide testing, start up and training services from qualified manufacturer's representatives. Manufacturers' representatives shall:
- Witness and approve unloading of key equipment,
 - Inspect construction,
 - Approve installation, (Provide Manufacturer's Certification of Proper Installation Form – attached).
 - Conduct startup,
 - Provide performance testing,
 - Provide O&M training,
 - Provide O&M manuals
- 5. Spare parts:** Provide spare parts as recommended by the manufacturer(s) providing equipment and materials for the installation.
- 6. Warranty:** provide for bulk tank and accessories, booster pumps, pH probes, control panel and accessories, air(gas) relief valves,
- 7. Site Restoration:** The Contractor shall restore areas altered or damaged by its activities to conditions at least equal to the conditions existing before the Contractor's work in that area.
- 7.0** For grassed areas, the Contractor shall smooth and lightly compact the area and plant Bahia grass seed. The contractor shall provide irrigation if necessary for a thirty-day establishment period.
- 7.1** For gravel areas, the contractor shall return displaced gravel from surrounding areas to the originally graveled area and add similar gravel if necessary to bring the area back to its original condition.

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- 7.2** For paved asphalt areas, the Contractor shall saw cut damaged edges, compact backfill to 98% of its maximum dry density, install compacted base material matching the thickness of the abutting areas, and install asphalt and compact it, leaving a surface matching the surrounding asphalt thickness, surface texture and level of the abutting asphalt surfaces.
- 7.3** For paved concrete areas, the Contractor shall remove concrete to the nearest joint or saw cut damaged edges if the nearest joint is more than two feet away, compact backfill to 98% of its maximum dry density, install compacted base material matching the thickness of the abutting areas, install concrete working in a surface texture to match the surrounding area and level of the abutting paved surfaces.
- 7.4** For masonry/concrete/stucco surfaces, chip out or otherwise remove damaged material, remove rust for any embedded rebar encountered, add anti corrosive agent to the rebar, apply bonding agent to the area of damaged concrete, apply repair material, work the surface of the repair area to match surrounding area and apply paint after the required curing period. The Contractor shall conduct all repair steps in accordance with manufacturer's instructions.
- 8. Bid Alternate 1:** Used CO2 tank(s) and accessories. Provide and install and include a five-year warranty with an option for the City to purchase an extension of the warranty to ten years. Accessories include refrigeration unit, vaporizer, vapor heater, meters, gauges, valves, power connections, control connections and all other items required to normally operate the CO2 tank.
- 9. Bid Alternate 2:** Used CO2 dosing stations and accessories. Provide and install and include five-year warranty with an option for the City to purchase an extension of the warranty to ten years. Accessories include monitors, meters, gauges, valves, power connections, control connections and all other items required to normally operate the CO2 mixing stations.

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MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER _____ EQPT SERIAL NO: _____
 EQPT TAG NO: _____ EQPT/SYSTEM: _____
 PROJECT NO: _____ SPEC. SECTION: _____

I hereby certify that the above-referenced equipment/system has been:
(Check Applicable)

- Installed in accordance with Manufacturer's recommendations.
- Inspected, checked, and adjusted.
- Serviced with proper initial lubricants.
- Electrical and mechanical connections meet quality and safety standards.
- All applicable safety equipment has been properly installed.
- Recommended spare parts have been delivered and accepted by the City.
- Passed functional tests
- System has been performance tested and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments:

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate their equipment and (iii) authorized to make recommendations required to ensure equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: _____, 20__

Manufacturer: _____

By Manufacturer's Authorized Representative: _____
(Authorized Signature)

Question and Answers for Bid #12748-933 - Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant

Overall Bid Questions

Question 1

is there a cost estimate/budget available? (Submitted: Dec 8, 2022 9:00:30 AM EST)

Answer

- No. A cost estimate was not prepared for this project. (Answered: Dec 27, 2022 4:12:37 PM EST)

Question 2

is there a set date in which work will begin? (Submitted: Dec 8, 2022 9:00:39 AM EST)

Answer

- No. The work will begin as soon as the construction contract is fully executed. (Answered: Dec 27, 2022 4:12:37 PM EST)

Question 3

Can you please send the pre-bid Attendance sheet. (Submitted: Dec 20, 2022 1:00:08 PM EST)

Answer

- Pre-bid Sign In sheet uploaded. (Answered: Dec 21, 2022 12:12:53 PM EST)

Question 4

The drawings we have are not scaled. Therefore they can't be used for project quantities. Will the City provide scaled drawings? If not are the quantities listed in the specification to be used as the bid quantities? (Submitted: Dec 30, 2022 10:01:50 AM EST)

Answer

- The quantities listed in the bid are to be used as bid quantities. (Answered: Jan 19, 2023 2:55:57 PM EST)

Question 5

Will the bidding contractor again have access to the for the purpose of determining the quantities for this bid? (Submitted: Dec 30, 2022 10:03:38 AM EST)

Answer

- No additional site visits will be allowed. (Answered: Jan 19, 2023 2:55:57 PM EST)

Question 6

Can we have additional access to the site so that the bidding electrical subcontractors can perform a detailed site walk through? (Submitted: Jan 5, 2023 10:22:26 AM EST)

Answer

- No additional site visits will be allowed. Photos of the switch gear with model numbers on Addendum 1.

(Answered: Jan 19, 2023 2:55:57 PM EST)

Question 7

Can you please provide the manufacturer and a detailed picture of "Name Plate Data" on the switch gear line up in the electrical room for which the in breaker bucket is to be installed. This information is required in order to get a price from the manufacturer for the new breaker bucket. (Submitted: Jan 5, 2023 10:26:49 AM EST)

Answer

- Please see Addendum 1 (Answered: Jan 19, 2023 2:55:57 PM EST)

Question 8

Due to this Job being advertised over the Holidays, would it be possible to extend the bid date by at least (1) week? (Submitted: Jan 5, 2023 5:00:57 PM EST)

Answer

- Bid due date was extended to January 26, 2022 (Answered: Jan 19, 2023 2:55:57 PM EST)

Question 9

In the Performance Specification, Section 3.18, flow meters for the CO2 solution lines are described. Are these flow meter to be provided as part of this contract? If so, please provide flow meter specification and quantity. (Submitted: Jan 10, 2023 10:03:03 AM EST)

Answer

- Yes. The Flow meter is Endress+Hauser Promag W 400, Model Number 5W4C1H-2C070/0 and the quantity is three (Answered: Jan 19, 2023 2:55:57 PM EST)

Question 10

Can you provide specs on the pressure sustaining valve? (Submitted: Jan 27, 2023 12:48:34 PM EST)

Answer

- Pressure sustaining valves should be matched and supplied by the manufacturer or vendor of the related equipment. For example, a pressure sustaining valve after the CO2 and water mixing equipment, the manufacturer or vendor should supply a pressure sustaining valve suitable for that equipment. Since there are different types of mixing equipment with different needs, the vendor or manufacturer should provide the pressure sustaining valve that is best for their equipment. Likewise for the CO2 storage tank. (Answered: Feb 4, 2023 9:28:39 AM EST)

Question 11

Please confirm that all payments under this contract "must" be paid to the Contractor via the City's "P-Card" and that the contractor will be responsible for the related Credit Card Fees which we must include as part of our bid price? (Submitted: Feb 1, 2023 4:06:12 PM EST)

Answer

- The City makes payments via its P-Card program, all fees are per the suppliers' credit card agreement. (Answered: Feb 4, 2023 9:28:39 AM EST)

RF Environmental Services

Bid Contact **Thaddeus Buckley**
thad3939@gmail.com
Ph 954-605-6711

Address **4324 NE 21st Ave**
FORT LAUDERDALE, FL 33308

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12748-933-01-01	Base Bid: Mobilization and Demobilization	Supplier Product Code:	First Offer - \$140,000.00	1 / lump sum	\$140,000.00 Y Y
12748-933-01-02	Base Bid: Carbon Dioxide Facility	Supplier Product Code:	First Offer - \$2,859,000.00	1 / lump sum	\$2,859,000.00 Y

Lot Total **\$2,999,000.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12748-933-02-01	Option Items: Option 1 - CO2 Tanks	Supplier Product Code: Supplier Notes: No Alternate for used storage tanks available	First Offer - \$0.00	1 / lump sum	\$0.00 Y
12748-933-02-02	Option Items: Option 1 Additional Warranty for CO2 Tanks	Supplier Product Code: Supplier Notes: No Alternate for used storage tanks available	First Offer - \$0.00	1 / lump sum	\$0.00 Y
12748-933-02-03	Option Items: Option 2 - CO2 Dosing Stations	Supplier Product Code: Supplier Notes: No Alternate for used dosing stations available	First Offer - \$0.00	1 / lump sum	\$0.00 Y

12748-933-02-04	Option Items: Option 2 Additional Warranty for CO2 Dosing Stations	Supplier Product Code:	First Offer - \$0.00	1 / lump sum	\$0.00	Y
		Supplier Notes: No Alternate for used dosing stations available				

Lot Total **\$0.00**
Supplier Total **\$2,999,000.00**

RF Environmental Services

Item: **Base Bid: Mobilization and Demobilization**

Attachments

Broward County Tax Receipt 2022-2023.pdf

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

License Combined.pdf

Bid No. 12748-933 Specific References Form.pdf

City of Ft. Lauderdale Bid 12748-933 Bid Bond Copy.pdf

Experience List 10-07-22 V1 TB.pdf

Addendum 1.pdf

Addendum 2.pdf

E-Verify.pdf

Non-Collusion Statement.pdf

Non-Discrimination provision.pdf

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: RF ENVIRONMENTAL SERVICES INC

Receipt #: 180-275956
Business Type: GENERAL CONTRACTOR

Owner Name: THADDEUS BUCKLEY
Business Location: 4840 NE 11TH AVE
OAKLAND PARK
Business Phone: 954-605-6711

Business Opened: 03/18/2016
State/County/Cert/Reg: CGC1518671
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

RF ENVIRONMENTAL SERVICES INC
4840 NE 11TH AVE
OAKLAND PARK, FL
33334-3909

Receipt # 20A-21-00000454
Paid 08/26/2022 30.00

2022 - 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2022

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: Kemi Foster-Sterling PHONE (A/C, No, Ext): (954) 776-2222 E-MAIL ADDRESS: Kemi.Foster-Sterling@bbrown.com		FAX (A/C, No): (954) 776-4446	
INSURED RF Environmental Services Inc, DBA: Milan Construction & Real Estate 4840 NE 11th Avenue Oakland Park FL 33334		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: National Trust Insurance Company INSURER C: Westchester Surplus Lines Insurance Company INSURER D: INSURER E: INSURER F:		NAIC # 10178 20141 10172	

COVERAGES **CERTIFICATE NUMBER:** 2022-23 COI **REVISION NUMBER:**

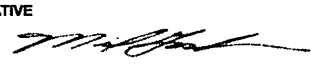
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL10005262903	10/24/2022	10/24/2023	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 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA10005262603	10/24/2022	10/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM CSL \$ 300,000	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10005262503	10/24/2022	10/24/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WC010007021902	06/27/2022	06/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G70971070003	10/24/2022	10/24/2024	Each Pollution \$2,000,000 Aggregate \$2,000,000	

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

City of Fort Lauderdale, a Florida municipal Corporation, its Officials, Employees, and Volunteers are Additional Insured with respect to General Liability. Waiver of Subrogation applies in favor of the Additional Insureds with respect to Workers Compensation. 30 Days Notice of Cancellation applies except 10 days non-payment of premium.

CERTIFICATE HOLDER **CANCELLATION**

City of Fort Lauderdale 100 N. Andrews Avenue Fort 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 
--	--

Additional Named Insureds

Other Named Insureds

Milan Construction & Real Estate

Doing Business As



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUCKLEY, THADDEUS R

RF ENVIRONMENTAL SERVICES, INC.
4840 NE 11TH AVE
FORT LAUDERDALE FL 33334

LICENSE NUMBER: CFC1429319

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUCKLEY, THADDEUS R

RF ENVIRONMENTAL SERVICES, INC.
4840 NE 11TH AVE
FORT LAUDERDALE FL 33334

LICENSE NUMBER: CGC1518671

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUCKLEY, THADDEUS R

RF ENVIRONMENTAL SERVICES, INC.
4840 NE 11TH AVE
FORT LAUDERDALE FL 33334

LICENSE NUMBER: CMC1250334

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUCKLEY, THADDEUS R

RF ENVIRONMENTAL SERVICES, INC.
4840 NE 11TH AVE
FORT LAUDERDALE FL 33334

LICENSE NUMBER: PCC1256939

EXPIRATION DATE: AUGUST 31, 2024

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BID NO. 12748-933 SPECIFIC REFERENCES FORM

Bidder shall submit proof of Constructing modifications to existing municipal water treatment plants experience in the State of Florida in the last five (5) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects in accordance with the requirements of the solicitation specifications / scope of work. Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary companies as references in your submittals.

A. PRIME BIDDER'S NAME: RF Environmental Services, Inc

CLIENT NO.1 - Name of firm to be contacted: City of Pembroke Pines

Address: 8300 S Palm Drive

Contact Person: George Wrves

Phone No: (954) 518-9045

Contact E-Mail Address: gwrves@ppines.com

Project Performance Period: 1/2018 to 5/2019
Dates should be in mm/yy format

Project Name : Sodium Hypo & CO2 Injection System

Location of Project: City of Pembroke Pines

Description of the overall scope: Installation of a Sodium Hypochlorite and Carbon Dioxide Injection System at eh City of Pembroke Pines Water Plant.

Description of work that was self-performed by Bidder:

Sodium Hypochlorite Rehabilitation- Replace components of two (2) Sodium Hypochlorite Injection triplex skids, replace sodium hypochlorite transfer pumps, replace all piping as required, provide chemical for startup, and testing.

Carbon Dioxide Injection System - Form (4) concrete slab. Install vaporizer, heater, & refrigeration unit of carbon dioxide storage tank system.

Install feed system equipment, furnish and install yard piping, pressure test, startup and test carbon dioxide feed system. Provide CO2 gas for startup.

BID NO. 12748-933 SPECIFIC REFERENCES FORM

CLIENT NO.2 - Name of firm to be contacted: Broward County

Address: 2555 W copans Rd, Pompano Beach, FL

Contact Person: Oscar Asgar

Phone No: (954) 831-0983

Contact E-Mail Address: oasgar@broward.org

Project Performance Period: 5/2019 to 3/2020
Dates should be in mm/yy format

Project Name : PNC2116592C1 - 1A & 2A Treatmnet Unit No. 2 Rehabilitation

Location of Project: Broward County Water Treatment Plant

Description of the overall scope: _____

Rehabilitation of Existing Treatment Unit #2 at WTP 1A. Lime Treatment Unit #2 and Lime Treatment Unit #1 at WTP 2A.

Rehabilitation of Existing Lime Treatment Unit #2 at WTP 2A Rehabilitation of existing lime treatment Unit #1 at WTP 2A

Rehabilitation of Existing Lime Treatment Unit #2 at WTP 2A. Rehabilitation of Existing Lime Treatment Unit #1 at WTP 2A

Description of work that was self-performed by Bidder:

Demolition removal and replacement of all the painted steel radial launders, collection launders with outer draft tube/gussets and

effluent launders for Treatmen Unit No. 2 at Water Treatment Plant 1A and for Treamtne Unit No. 2 at Water Treatment Plant 1A and

for Treatmen Unit No. 2 at Water Treatment Plant 2A.

BID NO. 12748-933 SPECIFIC REFERENCES FORM

CLIENT NO.3 - Name of firm to be contacted: Miami - Dade County

Address: 3071 SW 38th Ave, Miami, FL 33146

Contact Person: Luis Rojas

Phone No: (786) 552-4374

Contact E-Mail Address: luis.rojas@miamidade.gov

Project Performance Period: 7/2020 to 2/2023
Dates should be in mm/yy format

Project Name : Hialeah WTP Lime Slaker Replacement & Chemical Building Rehabilitation

Location of Project: Hialeah Water Treatment Plant

Description of the overall scope: Remove & Replace (2) 4000lb/Day Lime Slaker Units

(4) New Lime Slurry Pumps, Slurry Tanks & Mixers, All New Electrical & Controls.

Concrete Repairs, Structural Rehab & New Coating System.

Description of work that was self-performed by Bidder:

Removed and replaced the (2) 4000lb day lime slaker units. Installed (4) New Lime Slurry Pumps.

Performed all Concrete repairs , structural rehab & New Coating System.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RF Environmental Services, Inc. (Here insert full name and address or legal title of Contractor)

4840 NE 11th Avenue Fort Lauderdale, FL 33334

as Principal, hereinafter called the Principal, and Atlantic Specialty Insurance Company (Here insert full name and address or legal title of Surety)

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800 Plymouth, MN 55441

a corporation duly organized under the laws of the State of New York as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Lauderdale

100 N. Andrews Avenue Fort Lauderdale, Florida 33301-1016

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for Solicitation 12748-933 - Project #P11589 - Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant (Here insert full name, address and description of project)

949 NW 38th Street, Fort Lauderdale, FL 33309 - Installation of a carbon dioxide system for pH control of potable water.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of February, 2023

[Signature] (Witness)

[Signature] Payton Olsen (Witness)

RF Environmental Services, Inc. (Seal)

[Signature] Thaddeus Buckley (Title)

Atlantic Specialty Insurance Company (Seal)

[Signature] Jessie Sloan (Title) Attorney-In-Fact & Florida Licensed Resident Agent

Inquiries: (321) 800-6594

AIA DOCUMENT A310. BID BOND. AIA ©. FEBRUARY 1970 ED. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006 1



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

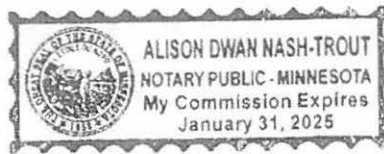
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By Paul J. Brehm
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of February, 2023.

This Power of Attorney expires
January 31, 2025

Kara Barrow
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

On-Going & Completed Project Experience & Reference List

Updated

10/7/2022 13:50

Project Name	Owner	Address	Contract Contact	Email Address	Phone #	Nature of Work	X	% Cmpltd	Orig. Days	Final Days	Orig. \$	Current / Final \$	Projected/ Actual SC
Pembroke Pines "WTP Lime Feed System Refurbishment, SCC Valve Insertion & Mag-Flow Meter Insertion" (IFB # PSUT-20-13)	City of Pembroke Pines	601 City Center Way Pembroke Pines, FL 33025	George Wrves	gwrves@ppines.com	Office: 954-518-9040 Direct: 954-518-9045 Cell: 904-237-3533	Rehab. the existing Lime Feed System including (2) Lime Slakers, (2) Slurry Tanks & (4) Slurry Pumps; Install 30" Valves in the existing 30" Softener (SCC) Eff Lines w/ (1) 30" Line Stop; Add Access Ports & Cleanouts to the 30" SCC Effluent Line; and Insertion Electromagnetic Flowmeter in the 30" treated water line.		75%	365	365	3,078,188	3,078,188	6/30/2022
Plantation East WTP Chemical Storage	City of Plantation	400 NW 73rd Ave Plantation, FL 33317	Brett Miller	bmiller@plantation.org	Office: 954-326-7634	Construction of five (5) chemical storage and feed facilities within the membrane building at the East WTP.		50%	525	525	3,476,000	3,476,000	6/19/2023
Town of Lantana WTP High Service Pump Improvements	Town of Lantana	510 W Pine Street, Lantana, FL 33462	Jerry Darr	jdarr@lantana.org	Office: 561-540-5758	Build new Electrical & VFD Building and Remove and Replace (3) Existing High Service Pumps.		75%	365	365	1,448,000	1,448,000	8/30/2022
Hialeah WTP Lime Slaker Replacement & Chemical Bldg Rehabilitation	Miami-Dade County	3071 SW 38th Ave Miami, FL 33146	Luis E. Rojas	Luis.Rojas@miamidade.gov	Tel: 786-552-4374 Cell: 786-402-1292	Remove & Replace (2) 4,000 lb/Day Lime Slaker Units, (4) New Lime Slurry Pumps, Slurry Tanks & Mixers, All New Electrical & Controls. Concrete Repairs, Structural Rehab & New Coating Systems.		85%	270	600	4,932,211	4,932,211	12/30/2021
Pembroke Pines Water Treatment Facility Improvements (PSUT-19-03)	City of Pembroke Pines	601 City Center Way Pembroke Pines, FL 33025	George Wrves	gwrves@ppines.com	Office: 954-518-9040 Direct: 954-518-9045 Cell: 904-237-3533	Install New Air Scour System on (16) Greenleaf Filter Cell, Including New Blower & Air Distribution Header throughout the WTP, Electrical & I&C. All New WTP SCADA System.		100%	270	400	2,879,686	2,879,686	8/30/2021
Broward County WTP - 2A Treatment Unit Rehabilitation	Broward County	2555 W Copans Road, Pompano Beach FL	Oscar Asgar	osagar@broward.org	954-831-0983	Replace of one (1) existing Lime Slaker System from 2A WTP.		10%			404,600	404,600	11/30/2022
Broward County - Replace Chemical Storage Tanks	Broward County	2555 W Copans Road, Pompano Beach FL	Oscar Asgar	osagar@broward.org	954-831-0983	Install Sodium Hypochlorite day and/or Bulk Storage Tanks		10%			456,051	456,051	1/19/2023
City of Ft. Lauderdale - FiveAsh Water Treatment Plant Filter Rehabilitation - Phase 2	City of Ft. Lauderdale	4321 NW 9th Ave, Ft. Lauderdale, FL	Scott A. Teschky	s_teschky@fortlauderdale.gov	954-828-6195	Replacement of existing Media and Underdrain Inspection for Filters 1-4, 6,9,14,15, 17-22.		5%			3,301,397	3,301,397	6/18/2024
City of Homestead - Racetrack Water Tower Booster Pump Station	City of Homestead	100 Civic Court Homestead, FL 33030	Hamley Pacheco, P.E.	hpacheco@cityofhomestead.com	305-224-4484	Construction of Booster Pump Station		5%	195		899,900	899,900	2/27/2023
Broward County - 3B Facility Chlorination System	Broward County	2555 W Copans Road, Pompano Beach FL	Alicia Dunne	Dunne,Alicia@ADUNNE@broward.org	954.831.0793	Installation of New Sod-Hypo Chlorite & LAS Chemical Systems & New Tank Mixing System		100%	330	330	879,400	879,400	3/4/2021
Broward County - Retail Master PS 221 Rehabilitation	Broward County	2555 W Copans Road, Pompano Beach FL	Ulrich Cordon; William P. (Pat) Mitchell	UCORDON@broward.org WMITCHELL@broward.org	Ulrich: 954-831-0998 Pat: 954-831-0958 Pat: Cell 954-553-5565	Rehab. of Existing PS 221, Including: Gen-Set, Fuel Tank, Well-Wet Concrete Rehab., New Electrical & Controls, Rehab Architectural		100%	480	480	2,380,605	2,550,074	11/24/2021
Broward County - Reuse Expansion	Broward County	2555 W Copans Road, Pompano Beach FL	Jeff Greenfield, Broward PM, Dylan Riedel, Prime Contractor PM.	jgreenfield@broward.org ; Dylan.Riedel@dylan@pkflorida.com	Jeff Greenfield 954-804-3397; Dylan Riedel 305-849-4303	Furnish & Install (2) 2,500 kW Gen-Sets, (64) Dyna-Sand Reuse Filters, (2) Auto-Backwash Strainers, (5) FRP Tanks, (12) Re-Use & Filter Pumps		100%	720	720	10,667,830	10,667,830	9/30/2021
Broward County Lime Slaker System Replacement WTP 1A	Broward County	2555 W Copans Road, Pompano Beach FL	Oscar Asgar	osagar@broward.org	954-831-0983	Replaced (1) Existing Integrity Paste-Type Lime Slaker, Electrical & Controls at WTP 1A.		100%	210	210	294,900	294,900	12/30/2020
Collier County - Emergency Chlorine Scrubber Replacement	Collier County	3339 Tamiami Trl E, Suite 303	Alicia Abbott	Alicia.Abbott@colliercountyfl.gov	239-877-3961	Removal & Replacement of Existing Chlorine Gas Scrubber System		100%	240	240	328,000	328,000	5/26/2020

On-Going & Completed Project Experience & Reference List

Updated

10/7/2022 13:50

Project Name	Owner	Address	Contract Contact	Email Address	Phone #	Nature of Work	X	% Cmpl't	Orig. Days	Final Days	Orig. \$	Current / Final \$	Projected/ Actual SC
Broward County - Distric 2A Ground Storage Tank	Broward County	2555 W Copans Road, Pompano Beach FL	Mark Ludwigson A/E, Jeff Greenfield, Broward PM, Dylan Riedel, Prime Contractor PM.	greentfield@broward.org , Dylan Riedel: Dylan.Riedel@broward.com , mludwigson@carollo.com	Jeff Greenfield 954-804-3397; Dylan Riedel 305-849-4303; Mark L. Cell (561) 868-6403, (954) 295-8189	Installation of 5MG Crom Tank, Including 42" & 54" UG Piping & Valves, Site Work & (2) 42" x 100' Mixing Tank Systems Inside Tank.		100%	540	540	3,632,000	3,632,000	10/31/2020
Lime Slaker #3 Replacement	City of Pembroke Pines	8300 S Palm Drive	Paul Thompson	Thompson, Paul: paulthompson@pines.com	954-518-9097	Replaced (1) Existing Integrity Paste-Type Lime Slaker		100%	270	270	209,728	209,728	11/30/2019
Broward County WTP 1A & 2A Treatment Unit Rehabilitations	Broward County	2555 W Copans Road, Pompano Beach FL	Oscar Asgar	osagar@broward.org	954-831-0983	Rehabilitation of Existing Lime Treatment Unit #2 at WTP 1A; Lime Treatment Unit #2 at WTP 2A and Lime Treatment Unit #1 at WTP 2A.		100%	270	270	1,833,010	1,900,010	12/30/2019
Broward County WTP 1A Treatment Unit #2 Rehabilitation	Broward County	2555 W Copans Road, Pompano Beach FL	Oscar Asgar	osagar@broward.org	954-831-0983	Rehabilitation of Existing Lime Treatment Unit #2 at WTP 1A.		100%	90	90	704,010	704,010	7/19/2019
Broward County WTP 2A Treatment Unit #1 & #2 Rehabilitation	Broward County	2555 W Copans Road, Pompano Beach FL	Oscar Asgar	osagar@broward.org	954-831-0983	Rehabilitation of Existing Lime Treatment Unit #2 at WTP 2A. Rehabilitation of Existing Lime Treatment Unit #1 at WTP 2A.		100%	270	270	1,129,000	1,196,000	12/30/2019
Peele-Dixie Check Valve R&R	City of Fort Lauderdale	Peele-Dixie WTP	DJ Tanner, Don Hering	DJ Tanner: dj@fc-spec.com	DJ - 603-548-5376, Don - 954-483-9497	Remove & Replace (1) 16" Check Valve		100%	10	14	35,000	35,000	2/14/2019
Greenleaf Filter Valve Replacement	Town of Davie	3500 NW 76th Ave, Hollywood FL 33024	Stanley Ebanks	stanley_ebanks@davie-fl.gov , Tanner: sdj@fc-spec.com	Stanley - 954-822-3991	Remove & Replace (4) 10" & (4) 18" BFV's w/ Air Operator in an existing "Green Leaf" Package Filter		100%	30	30	118,000	118,000	2/26/2019
SDWWTP - CCC Gate Replacement	Miami-Dade County	8950 SW 232 Street	Don Miller, Daniel Lizarazo	don.miller@miamidade.gov , Daniel.Lizarazo@miamidade.gov	Don 717-461-0779; Daniel 305-205-0902	Remove & Replace (11) 60" Rodney Hunt Cast Iron Sluice Gates		100%	262	320	946,917	946,917	11/30/2018
SDWWTP - Effluent Wet Well #1 & #2	Miami-Dade County	8950 SW 232 Street	Don Miller, Daniel Lizarazo	don.miller@miamidade.gov , Daniel.Lizarazo@miamidade.gov	Don 717-461-0779; Daniel 305-205-0902	Replaced All Mech Piping & (2) 48" BFV Seals		100%	120	120	412,000	412,000	5/30/2018
GT Lohmeyer WWTP Effluent Pump #1, #4 & #5 Rehab. & Check Valve Replacement	City of Fort Lauderdale	1765 SE 18th St	Justin P. Murray	JMurray@fortlauderdale.gov	954-828-4122	Removal & Replace (2) 1250 HP & (1) 1750 HP Effluent Pump Rotating Mechanisms & 36" Check Valves		100%	240	240	570,000	620,703	9/7/2018
Sodium Hypo & CO2 Injection System	City of Pembroke Pines	8300 S Palm Drive	David Stambaugh CGA, George Wrves City of Pembroke Pines	dstambaugh@pines.com , George.Wrves@pines.com	David S 561-681-5271, George Wrves (954) 518-9045 Office, (904) 237-3533 Cell	Installation of New CO2 System & New Sodium Hypochlorite Feed System		100%	270	330	1,828,640	1,828,640	1/30/2019
Broward County Air Stations #1 & #25	Broward County	115 S Andrews Ave	Juan Cacasus	jcacasus@broward.org	954-3576177	Sitework, Concrete & Install (2) Pre-fabricated Air Monitoring Stations		100%	120	514,900	514,900	6/30/2019
Greenleaf Filter Replacement	City of Tamarac	10101 State St	Anthony Licata	Anthony.Licata@tamarac.com	954-597-3777	Filter Media, Metal Repair Work & Recoating of Existing Steel Tank Interior		100%	120	210	529,000	662,000	1/30/2018
Hydrotreator #3 & #4 Rehab.	City of Fort Lauderdale	100 N. Andrews Ave	Omar Castellon	ocastellon@fortlauderdale.gov	954-828-5064	Replace Existing 30" Influent Piping Mag-Flow Meters, Piping & Butter-Fly Valves.		100%	270	390	399,000	544,401	2/15/2018
20" & 16" Bermad Valve Rehabilitation & Replacement	City of Port St. Lucie	10700 Glades Cut-Off	Robert Whritenhour	robert.whritenhour@fc-spec.com	(407) 579-5000	Rehab (6) & Replace (1) 16" & 20" Bermad Control Valve & WWTP		100%	60	60	75,000	75,000	2/7/2017
Replacement of 90" BFV North District WWTP	Miami-Dade Water & Sewer Department	2575 NE 156 St, North Miami 33160	Robert Whritenhour	robert.whritenhour@fc-spec.com	(407) 579-5000	Replaced Existing 90" BFV on Main Ocean Outfall - Install Labor & Equipment - Owner Furnished Materials		100%	360	360	100,000	100,000	7/30/2016
Relocation of 48" Plug Valve	Miami-Dade Water & Sewer Department	3800 NW 180th Street, Opa Locka 33055	Robert Whritenhour	robert.whritenhour@fc-spec.com	(407) 579-5000	Service Contract for OEM		100%	120	120	60,000	60,000	5/30/2016
WTP#2 Filter Replacement	Palm Beach County	Pineherst Drive, Lake Worth	Vince Riccobono		(561) 493-6143	New 18 MGD Sand & Anthracite Filters	X	100%	720	900	13,900,000	14,500,000	

On-Going & Completed Project Experience & Reference List

Updated

10/7/2022 13:50

Project Name	Owner	Address	Contract Contact	Email Address	Phone #	Nature of Work	X	% Cmpltd	Orig. Days	Final Days	Orig. \$	Current / Final \$	Projected/ Actual SC
South District WWTP Cogeneration Improvements - Design-Build	Miami-Dade Water & Sewer Department	SDWWTP - Miami FL	Humberto Codespodì		(305) 274-9272	See Attached Detail CV - Thad Buckley	X	100%	720	720	19,500,000	21,500,000	
South District WWTP HLD Upgrade to 285-mgd Filter System	Miami-Dade Water & Sewer Department	SDWWTP - Miami FL	TJ Potok		(305) 274-9272	See Attached Detail CV - Thad Buckley	X	100%	1800	1440	135,000,000	127,000,000	
South District WWTP Fat, Oil & Grease Septage Facility	Miami-Dade Water & Sewer Department	SDWWTP - Miami FL	TJ Potok		(305) 274-9272	See Attached Detail CV - Thad Buckley	X	100%	720	800	17,000,000	16,800,000	
Belle Glade Wastewater Treatment Plant Improvements	Palm Beach County	Belle Glade, FL	Jackie Michaels		(561) 493-6000	See Attached Detail CV - Thad Buckley	X	100%	540	600	1,650,000	1,699,000	
Hollywood Water Treatment Plant Electrical Power Generator System Expansion	City of Hollywood	Hollywood WTP - Hollywood Blvd - FL	Jetu Petel		(954) 921-3930	See Attached Detail CV - Thad Buckley	X	100%	540	540	1,750,000	1,710,000	
Hollywood Water Treatment Plant Membrane Replacement	City of Hollywood	Hollywood WTP - Hollywood Blvd - FL	Jetu Petel		(954) 921-3930	See Attached Detail CV - Thad Buckley	X	100%	360	300	1,700,000	1,752,000	
Wastewater Repump Stations A, B & E Rehabilitation	City of Fort Lauderdale	Various Locations	Walt Schwartz		(954) 426-6311	See Attached Detail CV - Thad Buckley	X	100%	720	720	11,000,000	11,256,000	
G.T. Lohmeyer WWTP Pumping System Improvements	City of Fort Lauderdale	Eisenhower Blvd	Walt Schwartz		(954) 426-6311	See Attached Detail CV - Thad Buckley	X	100%	720	800	8,300,000	8,670,000	
Waste Management CNG Fueling Facility, Waste Management	Waste Management	Pompano Beach, FL				See Attached Detail CV - Thad Buckley	X	100%	270	270	1,820,000	1,820,000	
Peele-Dixie Membrane Plant, City of Fort Lauderdale, FL	City of Fort Lauderdale	State Road 7, Fort Lauderdale, FL	Rick Johnson		(954) 828-7865	See Attached Detail CV - Thad Buckley	X	100%	860	1080	26,500,000	27,300,000	
Southern Regional WWTP Oxygen System Upgrade	City of Hollywood	Hollywood WWTP - Taft Street - FL	Jetu Petel		(954) 921-3930	See Attached Detail CV - Thad Buckley	X	100%	600	680	10,300,000	10,500,000	
Fiveash Water Treatment Plant Upgrades - Phase 1	City of Fort Lauderdale	Powerline Road, Fort Lauderdale FL	George Brown	Brown, George A. <gbrown@hazenandsawyer.com>	(954) 987-0066	See Attached Detail CV - Thad Buckley	X	100%	1080	1080	12,040,000	12,500,000	
Fiveash Water Treatment Plant Filter Rehabilitation	City of Fort Lauderdale	Powerline Road, Fort Lauderdale FL	George Brown	Brown, George A. <gbrown@hazenandsawyer.com>	(954) 987-0066	See Attached Detail CV - Thad Buckley	X	100%	270	360	1,800,000	2,400,000	
G.T. Lohmeyer WWTP Effluent Pump Station	City of Fort Lauderdale	Eisenhower Blvd	Walt Schwartz		(954) 426-6311	See Attached Detail CV - Thad Buckley	X	100%	270	360	1,800,000	2,400,000	
Glades Road WTP 40-mgd Membrane Softening Process Addition	City of Boca Raton	Glades Road WTP	Frank Brinson	Frank Brinson fbrinson@mccaffertybrinson.com	(954) 797-7100	See Attached Detail CV - Thad Buckley	X	100%	1260	1440	48,200,000	49,600,000	
Glades Road Sodium Hypochlorite Generation System	City of Boca Raton	Glades Road WTP	Frank Brinson	Frank Brinson fbrinson@mccaffertybrinson.com	(954) 797-7100	See Attached Detail CV - Thad Buckley	X	100%	540	540	3,804,000	4,002,300	

X - As PM, VP or RM of P&K/MWHC See Attached Resume
SEE ATTACHED FOR ADDITION RELATED PROJECTS



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

ITB No. 12748-933

TITLE: CARBON DIOXIDE PH CONTROL SYSTEM FOR THE FIVEASH WATER TREATMENT PLANT

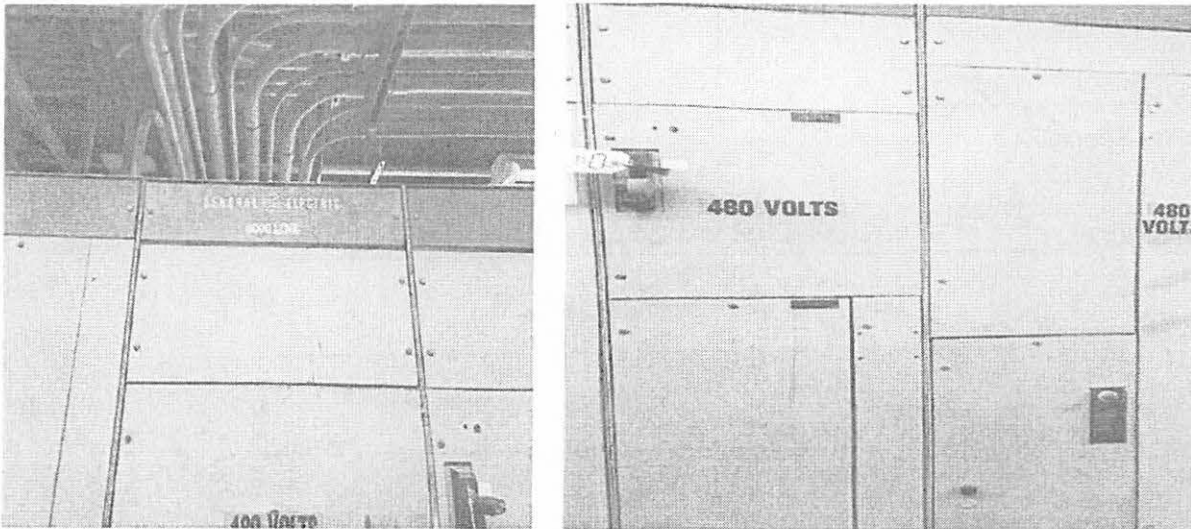
ADDENDUM NO.1

DATE: 01/19/2023

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

Provides response to Question 7:

Can you please provide the manufacturer and a detailed picture of "Name Plate Data" on the switch gear line up in the electrical room for which the in breaker bucket is to be installed. This information is required in order to get a price from the manufacturer for the new breaker bucket.



All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner
Purchasing Specialist

Company Name: RF Environmental Services
(Please print)

Bidder's Signature: [Handwritten Signature]

Date: 2/14/23



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

ITB No. 12748-933

TITLE: CARBON DIOXIDE PH CONTROL SYSTEM FOR THE FIVEASH WATER
TREATMENT PLANT

ADDENDUM NO.2

DATE: 01/27/2023

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

Revises System Requirements

➤ *Please refer to the below attachment – Revisions are depicted in red.*

All other terms, conditions and specifications remain unchanged.

Paulotto Hommings Turner
Purchasing Specialist

Company Name: RF ENVIRONMENTAL SERVICES, INC.

(Please print)

Bidder's Signature:

Date: 01/31/22

Supplier Response Form

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: Carbon Dioxide pH Control System for

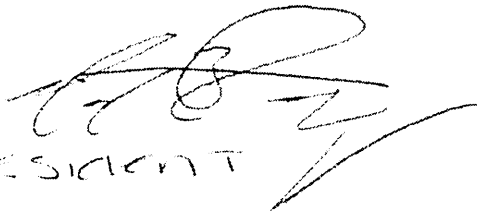
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: RF ENVIRONMENTAL SERVICES INC.

Authorized Company Person's Signature:



Authorized Company Person's Title: PRESIDENT

Date: 2/14/23

Please enter your password below and click Save to update your response. Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filing out your bid.

Username thad3939@gmail.com

Supplier Response Form

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 in 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.

Text Box: 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.

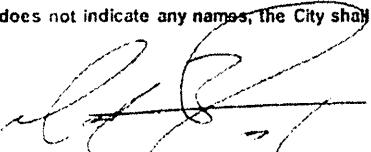
In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Name

Relationships

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.

Authorized Signature  Title **president**

Name (Printed) **Thaddeus Buckley** Date **2/14/23**

Please enter your password below and click Save to update your response. Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. For more information, see [Electronic Signatures in Global and National Commerce Act](#).

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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username: **thad3939@gmail.com**

Password:

Save Take Exception Close

* Required fields

Supplier Response Form

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

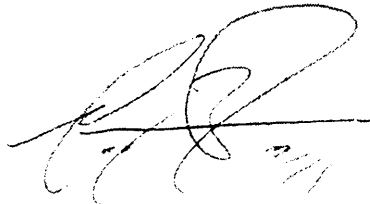
The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature



Print Name and Title

Thomas Buckle
PRESIDENT

Date

2/14/23

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **thad3939@gmail.com**

Password

Save

Take Exception

Close

* Required fields

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **RF Environmental Services, Inc**

Address: **4840 NE 11th Ave**

City: **Fort Lauderdale** State: **FL** Zip: **33334**

Telephone No.: **954-530-6190** FAX No.: **000-000-0000** Email: **thad@RFESwater.com**

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Thaddeus Buckley	President		
Name	Title	Name	Title
Katherine Buckley	Secretary		
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	1/19/2023				
2	1/27/2023				

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**
N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in

this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Thaddeus Buckley
Name (printed)

Thaddeus Buckley
Signature

2/9/2023
Date

President
Title

Revised 4/28/2020

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: **RF Environmental Services,
Inc**

President **Thaddeaus Buckley**

Business Address: **4840 NE 11th Ave
Oakland Park, FL 33334**

Telephone: **954-605-6711**

Fax: **000-000-0000**

E-Mail Address: **thad@rfeswater.com**

What was the last project of this nature which you completed? Include the year, description, and contract value.

See Attached - Spread Sheet

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

See Attached - Spread Sheet

See Attached - Spread Sheet

See Attached - Spread Sheet

How many years has your organization been in business? **6**

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: **Thaddeaus Buckley - President**

Certificate of Competency Number of Qualifying Agent: **See Attached - GC License**

Effective Date: **5/18/2010** Expiration Date: **8/31/2024**

Licensed in: **Florida** Engineering Contractor's License # **CGC1518671**
(County/State)

Expiration Date:

8/31/2024

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?
Yes

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
 - a) **Electrical**
 - b) **I & C**
 - c)
 - d)
 - e)
 - f)
 - g)

3. What equipment do you own that is available for the work?
Trucks, Fork-Lifts, Pumps

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

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

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. Sloping	LF	100	\$10	\$1000
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: **\$1000**

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: **2/14/2023**

Thaddeus Buckley
(SIGNATURE)

STATE OF: **Florida**COUNTY OF: **Broward**

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Thaddeus Buckley
(Name of Individual Signing)

Thaddeus Buckleywho, after first being duly sworn by me,
Janine Guillen affixed his/her signature in the space provided above on this **14**day of **February** , 2023.

State of Florida - HH 239616
NOTARY PUBLIC

My Commission Expires: **3/13/2026**

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 in 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.

Text Box: 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.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Name

Relationships

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.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

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1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

- ✓ MasterCard
- ✓ Visa

RF Environmental Services Inc
Company Name

Thaddeus Buckley
Name (Printed)

Signature

2/14/2023
Date

President
Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: **Carbon Dioxide pH Control System for the Fiveash Water Treatment Plant**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date: