

CITY OF FORT LAUDERDALE

# AGREEMENT

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

Project No. 12387

DESCRIPTION

RIC-MAN CONSTRUCTION FLORIDA, INC.

CONTRACTOR

\$45,967,219.00

AMOUNT

October 17, 2023

COMMISSION APPROVAL DATE

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

RIC-MAN CONSTRUCTION FLORIDA, INC.

for

Design/Build Services For

George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement

Project No. 12387

REQUEST FOR PROPOSALS NO. 103



This Agreement made and entered into this 25th day of October 2023, between the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and **RIC-MAN CONSTRUCTION FLORIDA, INC.**, a Florida corporation, hereinafter referred to as "DESIGN/BUILD FIRM," or collectively the "Party" or "Parties."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and DESIGN/BUILD FIRM agree as follows:

#### **ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the Parties.

**Agreement** - This document inclusive and including all exhibits and documents that are expressly incorporated by reference.

**Applicable Laws** - All federal, state, county, and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Project and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws may be amended from time to time to perform the Work.

**Change Order** - A written document ordering a change in the Not To Exceed Guaranteed Maximum Price or Contract Time or a material change in the Work.

**CITY** - The CITY (or Owner) shall mean the City of Fort Lauderdale, a Florida municipal corporation, having its principal offices at 1 East Broward Boulevard, Fort Lauderdale, Florida 33301, which is a Party hereto and/or for which this Agreement is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the CITY's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Agreement.

**CITY Commission** - CITY Commission shall mean the governing body of the CITY.

**CITY Manager** - CITY Manager shall mean the Chief Administrative Officer of the CITY.

**Construction Documents Phase** - The phase in which DESIGN/BUILD FIRM will consult with Project Manager and prepare the Construction Documents for the Project, based upon the information provided in the Design Criteria Package (DCP), for review and approval of the CITY (including, without limitation, any and all applicable CITY departments) and any applicable regulatory agencies.

**Construction Manager** - The Construction Manager is the authorized individual or firm which is the representative of the DESIGN/BUILD FIRM, who will administer/manage the construction effort on behalf of the DESIGN/BUILD FIRM.

**Construction Phase** - The phase which constitutes DESIGN/BUILD FIRM's administration of the construction of the Project and all activities necessary for the completion of the Project.

**Consultant** - The person or entity who is a registered architect, professional engineer, professional land surveyor, and/or registered landscape architect having a contract with DESIGN/BUILD FIRM to provide professional services for the design of the Project, and who is licensed by the State of Florida to provide said services.

**Contract Documents** - This Agreement, as approved by the CITY Commission, and its exhibits, attachments and forms, any addenda, performance bond and payment bond, plans and specifications (as



approved and permitted) as prepared by the DESIGN/BUILD FIRM in accordance with the information provided in the DCP, Notice of Award, Notice(s) to Proceed, and any and all agreed upon contract and/or design modifications, including but not limited to change orders; Project schedule; a schedule of values, and any additional documents the submission of which is required by this Agreement. When reference is made in the Contract Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current or adopted edition of such publication or standard including revision and effect on the date of application for all applicable permits.

**Contract Time** - The time between the Project Initiation Date specified in the Notice to Proceed and final completion, including any milestone dates thereof, established in the Agreement, as may be amended by an approved and fully executed Change Order.

**Contract Price** - The Not to Exceed Guaranteed Maximum Price agreed to between DESIGN/BUILD FIRM and the CITY. The Contract Price is not subject to increase, except as expressly allowed within the Contract Documents.

**Design/Build Firm - RIC-MAN CONSTRUCTION FLORIDA, INC.,** is the DESIGN/BUILD FIRM selected to perform the Work pursuant to this Agreement, and is the corporation liable for the acceptable performance of, and payment of, all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN/BUILD FIRM shall be deemed to be a reference to DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM will be responsible for the provision, installation, and performance of all equipment, materials, services and Work. The DESIGN/BUILD FIRM is in no way relieved of the responsibility for the performance of all equipment furnished.

**Design Criteria Package (DCP)** - DCP shall mean those certain conceptual plans and specifications and performance-oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes (2023).

**Design Criteria Professional** - Design Criteria Professional shall mean the individual who holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes (2023), and in connection with the preparation of the DCP who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the DCP.

**Field Order or Supplemental Instruction** - A written order for minor changes or interpretations of the Contract Documents, but which does not involve a change in the Not To Exceed Price or Contract Time.

**Final Completion** - The date certified by the CITY that all conditions of the permits and regulatory agencies have been met; all construction, including corrective and punch list work, has been performed and accepted by the CITY; all administrative requirements of the Contract Documents have been completed; and CITY has received from DESIGN/BUILD FIRM all necessary documentation, as deemed required by the CITY including, but not limited to, the following: all final releases of liens, consent of surety, release of claims by DESIGN/BUILD FIRM, correct as-built drawings, a final bill of materials, executed final adjusted Change Orders, final invoice, copies of pertinent test results, correspondence, warranties, guarantees, operational manuals, spare parts, service contracts and tools.

**NOT TO EXCEED PRICE (NTE)** - THE MUTUALLY AGREED UPON CONTRACT PRICE TO BE PAID OF \$45,967,219.00 TO THE DESIGN/BUILD FIRM, AND THAT THE DESIGN/BUILD FIRM GUARANTEES NOT TO EXCEED, FOR ALL LABOR, EQUIPMENT, AND MATERIALS TO DESIGN, PERMITS (AS REQUIRED BY THE CONTRACT DOCUMENTS), ADMINISTER, COORDINATE, INSPECT, CONSTRUCT AND INSTALL THE PROJECT WITHIN THE CONTRACT TIME. THE DOLLAR AMOUNT SHALL INCLUDE, BUT NOT BE LIMITED TO ALL PROFIT, OVERHEAD, ON-SITE AND OFF-SITE CONDITIONS (KNOWN AND UNKNOWN) AND ADMINISTRATIVE COSTS. THE NOT TO EXCEED GUARANTEED MAXIMUM PRICE IS NOT

SUBJECT TO INCREASE EXCEPT AS EXPRESSLY ALLOWED.

**Holidays** - Those designated non-work days as established by the CITY COMMISSION.

**Notice to Proceed** - One or more written notice(s) to DESIGN/BUILD FIRM issued by the Project Manager authorizing the commencement of specified Work.

**Owners Representative** - The individual who holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes (2023), and who shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the requirements of this Agreement.

**Plans and Specifications** - The official graphic representations of the Project as prepared, signed and sealed by Architect/Engineer and which, upon written approval of CITY, shall become a part of the Contract Documents.

**Project** - The complete design/construction project described in the Contract Documents.

**Project Initiation Date** - The date upon which the DESIGN/BUILD FIRM commences the Work on the Project.

**Project Manager/Contract Administrator** - 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. The Term Project Manager and Contract Administrator are used interchangeably.

**Punch List** - The CITY's list of Work yet to be done or be corrected by the DESIGN/BUILD FIRM before the final completion date can be determined by the CITY.

**Shop Drawings** - Drawings, diagrams and schedules, and other data specially prepared by the DESIGN/BUILD FIRM or its subcontractors, sub-subcontractors, manufacturer, supplier or distributor to illustrate some portion of the Work.

**Substantial Completion** - The date, as certified by the CITY that all conditions of the permits and regulatory agencies have been met for the CITY's stated use of the Project, and all construction has been performed therein in accordance with the Contract Documents so CITY can beneficially enjoy, use or occupy and can operate it in all respects for its intended purpose.

**Surety** - The surety company which is bound by the performance bond and payment bond with and for DESIGN/BUILD FIRM, who is primarily liable, and which surety company is responsible for DESIGN/BUILD FIRM's acceptable performance of the Work under the Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes (2023).

**Work** - The totality of the obligations, including design, permitting, governmental entitlements, site plan approvals and construction and all other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided to or to be provided by DESIGN/BUILD FIRM to fulfill its obligations.

## ARTICLE 2 - GENERAL PROVISIONS

- 2.1 DESIGN/BUILD FIRM hereby agrees to furnish all of the labor, materials, equipment, Work, services and incidentals necessary to complete the Project, in accordance with the Contract Documents, within the Contract Time and for the Not to Exceed Guaranteed Maximum Price.



- 2.2 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM accepts the relationship of trust and confidence established between it and the CITY by this Agreement. The DESIGN/BUILD FIRM warrants and represents to CITY that it will furnish its best skill and judgment in performing the Work, and shall always act to further the interest of the CITY in the expeditious completion of the Project at the lowest cost to the CITY, and in strict accordance with the Contract Documents and prudent and customary construction practices.
- 2.3 By signing this Agreement, the DESIGN/BUILD FIRM accepts a fiduciary duty with the CITY and warrants and represents to the CITY that the DESIGN/BUILD FIRM: (a) has all licenses and certifications required by applicable laws; (b) is experienced in all aspects of pre-construction and construction planning for projects similar to the Project; (c) will act in the CITY's highest and best interests in performing the Work; and (d) that no employees or affiliates of the DESIGN/BUILD FIRM, including all Consultants, any subconsultants, subcontractors, and suppliers, at any tier, have been convicted of a public entity crime, fraud, theft, and/or a property damage crime within the preceding thirty-six (36) months from the time this Agreement is executed, as required pursuant to Section 287.133, Florida Statutes (2023).
- 2.4 It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed in accordance with the Contract Documents. Any Work, design, construction, other professional services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the DESIGN/BUILD FIRM, whether or not specifically called for by the Contract Documents. When words, which have a well-known technical or trade meaning are used to describe Work, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of permit application submittal. CITY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
- 2.5 DESIGN/BUILD FIRM shall plan, record, and update, at least monthly, the design and construction schedule of the Project. The Project Schedule shall indicate the dates for the commencement and completion of the various stages of design and construction and shall be revised at least monthly and as required by the conditions of the Work. The Project Schedule shall encompass all of the work of all professions and trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. DESIGN/BUILD FIRM shall be responsible to have available to it all materials, supplies, and appropriate personnel, trades, etc., necessary to complete the Work in accordance with the Project Schedule.

### **ARTICLE 3 - PROJECT MANAGER**

- 3.1 The Project Manager is hereby designated by the CITY as William Power, Project Manager, whose address is 101 NE 3rd Avenue, Suite 1400, Fort Lauderdale, Florida 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authority 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**

- 4.1 The Contract Documents shall be followed as to Work, materials and dimensions except with the Project Manager may authorize, in his/her sole discretion, and in writing, an exception.
- 4.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Contract Administrator/ Project Manager.

DESIGN/BUILD FIRM shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Project Manager.

- 4.3 DESIGN/BUILD FIRM shall maintain two (2) copies of the Contract Documents, one of which shall be preserved and always kept accessible at the site for the Project Manager, and/or authorized representatives.
- 4.4 The Contract Documents shall have the following order of precedence, beginning with the most important:
  - A. This Agreement and all exhibits, addendums, and amendments thereto;
  - B. Change Orders (to the extent permitted under this Agreement);
  - C. The Specifications, as approved and permitted;
  - D. The Plans, as approved and permitted;
  - E. All other information provided in the DCP;
  - F. CPM Project Schedule and Schedule of Values; and
  - G. DESIGN/BUILD FIRM's response to the CITY's request for proposals;

#### **ARTICLE 5 - SCOPE OF WORK**

DESIGN/BUILD FIRM agrees to complete the Project generally described as Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement, Project No. 12387, (RFP) No. 103, submitted by Ric-Man Construction Florida, Inc., to provide design-build services for the George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement (Project).

The Work to be accomplished under this Agreement includes, but is not limited to, design, permitting, construction, testing, and start-up of a new 60" effluent force main. The purpose of this Project is to provide a redundant effluent force main from the GTL WWTP to the City's Injection Wells site, the majority of which is in Broward County right-of-way (ROW) within Port Everglades boundaries. Broward County operations at Port Everglades and the Convention Center shall continue uninterrupted during the construction of this Project, as outlined in the bid documents.

The Project shall be construed in accordance with the requirements and provisions of said Contract Documents and for the Not to Exceed Guaranteed Maximum Price.

- 5.1 DESIGN/BUILD FIRM agrees to meet with the Project Manager or his respective designees at reasonable times and with reasonable notice.
- 5.2 Prior to the Final Completion of construction services under this Agreement, and as a condition precedent to final payment, there shall be established a record set of plans and a record set of Specifications, both of which shall bear the written approvals of the DESIGN/BUILD FIRM and the CITY's Project Manager. Such approval shall be indicated by the written signature of both Parties. In addition, there shall be established electronic copies on USB drives of the record set plans, non-compressed, formatted in the latest version of AutoCAD and of the record set of Specifications.
- 5.3 DESIGN/BUILD FIRM herein represents that Construction Manager, at a minimum, will provide the following services:

- 5.3.1 At least five (5) days prior to the commencement of the construction phase of the Project, the DESIGN/BUILD FIRM will identify and provide the qualifications of a suitably qualified and experienced Construction Manager, approved by the CITY, who will be on site full time at the Project. No more than twenty percent (20%) of the proposed team can be changed and any such change will require CITY approval.
- 5.3.2 DESIGN/BUILD FIRM will use reasonable efforts to have the same Construction Manager on the Project, full time, to its conclusion, and any new representative will first be approved in writing by Project Manager before permanent assignment. Approval shall not be unreasonably withheld.
- 5.3.3 The Construction Manager will conduct weekly meetings with the DESIGN/BUILD FIRM and its subcontractors at regular times, as previously agreed upon and approved by the Project Manager and shall issue weekly reports on the progress of the Work and the minutes of the previous meeting.
- 5.3.4 The Construction Manager will administer the DESIGN/BUILD FIRM's Work.
- 5.3.5 The Construction Manager shall coordinate the processing of shop drawings and material submittals.
- 5.3.6 The Construction Manager will achieve satisfactory performance by DESIGN/BUILD FIRM and, if required, will require corrections to DESIGN/ BUILD Firm's Work including, but not limited to, maintaining punch lists and observing testing.
- 5.3.7 The Construction Manager will monitor the cost of the Project, including payment applications and the preparation thereof.
- 5.3.8 The Construction Manager will assist in the preparation of record drawings and shall transmit to the Consultant requests for additional information concerning the design. In addition, the Project Manager shall be copied on these requests for monitoring purposes.
- 5.3.9 The Construction Manager will observe testing, start-up activities, and commissioning of project scope as described in the DCP.
- 5.3.10 The Construction Manager will secure all equipment brochures and warranties from the DESIGN/BUILD FIRM.
- 5.3.11 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.
- 5.4 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide the following services:
  - 5.4.1 Consultant shall perform all of the architectural and/or engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.
  - 5.4.2 Consultant shall design the Project so as to comply with Applicable Laws.
  - 5.4.3 Consultant shall prepare the Plans and Specifications, as well as obtain all required and necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.
  - 5.4.4 Consultant shall also submit the Plans and Specifications to the Owners Representative, with a copy to Project Manager, for his/her review and written approval. Owners Representative shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Owners Representative's approval of the Plans and Specifications shall not constitute

acceptance of any design work which does not comply with Applicable Laws, information provided in the DCP, and/or with the terms of this Agreement. Except as provided herein, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Owners Representative shall constitute a representation by the Owners Representative that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM subcontractors and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.

- 5.4.5 Consultant shall prepare construction change directives, if necessary, at no additional cost to the CITY, and authorize minor changes in the Work, as provided in the Contract Documents.
- 5.4.6 Consultant shall receive and review for compliance with the Contract Documents, all written warranties and related documents required hereby to be assembled upon substantial completion and issue applications for payment performed in compliance with the requirements of the Contract Documents.
- 5.5 The approved and permitted Plans and Specifications shall constitute a representation by Consultant to CITY that the Project, if construed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM, subcontractors, and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.
- 5.6 Project Manager will provide the following services:
  - 5.6.1 The Project Manager shall review applications for payment and coordinate the processing thereof with the CITY.
  - 5.6.2 The Project Manager shall monitor the schedule(s).
  - 5.6.3 The Project Manager shall track, log and review all required Project related documents and subsequently address any and all concerns with DESIGN/BUILD FIRM.
  - 5.6.4 The Project Manager shall review and observe the Work and testing thereof for conformance and compliance with the requirements of the Contract Documents.
  - 5.6.5 The Project Manager shall attend all required meetings and maintain and distribute meeting minutes.
  - 5.6.6 At all times, the Project Manager will act as liaison between the Parties to this Agreement, and the CITY's Project Manager.

#### **ARTICLE 6 - CONTRACT TIME AND COMPLETION DATE**

- 6.1 Time is of the essence for the DESIGN/BUILD FIRM's performance of the Work pursuant to this Agreement. The DESIGN/BUILD FIRM agrees to complete the Work in accordance with the approved and accepted Project Schedule and to achieve substantial completion of the Work, in accordance with this Agreement, and within the Contract Time. The DESIGN/BUILD FIRM acknowledges that failure to achieve substantial completion will result in substantial damages to



the CITY, such as loss of beneficial use and/or occupancy of the Project.

- 6.2 DESIGN/BUILD FIRM shall be instructed to execute the Agreement immediately. DESIGN/BUILD FIRM shall immediately commence scheduling activities, permit applications and other preconstruction Work after the Notice to Proceed.
- 6.3 The DESIGN/BUILD FIRM shall complete the Construction Documents Phase.
- 6.4 The DESIGN/BUILD FIRM shall meet the following construction duration:

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Notice to Proceed Date	TBD
Substantial Completion of Eisenhower Blvd Portion of PROJECT	April 16, 2025
Final Completion of Eisenhower Blvd Portion of PROJECT	May 16, 2025
Substantial Completion of SE 20 <sup>th</sup> St. & SE 14 <sup>th</sup> St. Portion of PROJECT	May 5, 2026
Final Completion of SE 20th St. & SE 14th St. Portion of PROJECT	June 5, 2026
Substantial Completion Wellfield Portion of PROJECT	July 31, 2026
Final Completion of Wellfield Portion of PROJECT	August 30, 2026

#### ARTICLE 7 - LIQUIDATED DAMAGES

- 7.1 Failure of the DESIGN/BUILD FIRM to substantially complete the Project in accordance with Section 6.4 above, or meet any of the milestones as indicated in Section 6.4 above and/or as indicated in the Project Criteria Package, DESIGN/BUILD FIRM shall pay to the CITY the sum of **five thousand (\$5,000)** for each calendar day that the completion of the Work is delayed beyond the time after the time specified in Article 6 Section 6.4 above (plus any approved time extensions at the sole discretion of the CITY) that DESIGN/BUILD FIRM fails to meet time specified in Section 6.4 above.
- 7.2 The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DESIGN/BUILD FIRM.
- 7.3 DESIGN/BUILD FIRM and CITY HEREBY MUTUALLY AGREE AND ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES AMOUNT SET FORTH HEREIN are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby 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 said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Agreement on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.
- 7.4 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 DESIGN/BUILD FIRM the amount of liquidated damages, and if the amount retained by the CITY is insufficient to pay in full such liquidated damages, the DESIGN/BUILD FIRM shall pay all liquidated damages in full. The DESIGN/BUILD FIRM shall be responsible for reimbursing the CITY, in addition to liquidated damages or other damages for delay, for all costs of engineering 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 DESIGN/BUILD FIRM whichever is later.

- 7.5 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Agreement or as much thereof as CITY may, in its sole discretion, deem just and reasonable.

#### **ARTICLE 8 - CHANGE OF THE CONTRACT TIME**

- 8.1 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.
- 8.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the DESIGN/BUILD FIRM if a claim is made there for as provided in paragraph 8.1. Such delays shall include but not be limited to, acts or neglect by the CITY, or to fires, floods, labor disputes, abnormal weather conditions, or acts of God.
- 8.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article shall not exclude recovery for damages for delay by the DESIGN/BUILD FIRM.
- 8.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with DESIGN/BUILD FIRM shall not give rise to a claim by the DESIGN/BUILD FIRM for damages for increases in material and/or labor costs.

#### **ARTICLE 9 - CONTRACT PRICE (NOT TO EXCEED PRICE) AND METHOD OF PAYMENT**

- 9.1 The Contract Price is the Not To Exceed Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and the CITY under this Agreement, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by a written and fully executed Change Order.
- 9.2 The Contract Price for the Project, which is also the Not to Exceed Guaranteed Maximum Price is **\$45,967,219.00**. This includes bonds, allowances and material change with the exception of permit fees. The CITY will reimburse actual cost of permit(s) upon submission of paid permit receipts.
- 9.3 In the event that the DESIGN/BUILD FIRM's total approved expenditures for the Project exceed the Not To Exceed Price Guaranteed Maximum Price, the DESIGN/BUILD Firm shall pay such excess from its own funds. CITY shall not be required to pay any amount that exceeds the Not To Exceed Guaranteed Maximum Price and the DESIGN/BUILD FIRM shall have no claim against the CITY on account thereof.

#### **9.4 METHOD OF BILLING AND PAYMENT**

- 9.4.1 During the Construction Documents Phase, DESIGN/BUILD FIRM may submit a request for payment monthly based upon percentage of completion of the Plans and Specifications. During the Construction Phase, DESIGN/BUILD FIRM may submit a request for payment thirty (30) calendar days after beginning field operations, subject to the Notice to Proceed, and every thirty (30) calendar days thereafter. Payment during the Construction Phase will be based upon percentage of work completed for each item in the approved Schedule of Values. DESIGN/BUILD FIRM's requisition for payment shall show a complete breakdown of the Project components, and the amount

due, together with such supporting evidence, as may be required by the Project Manager.

At a minimum, the requisition for payment shall be accompanied by a complete certification of Work; consent of surety in the applicable amount; list of subcontractors that performed Work during the payment application period being submitted; releases of liens from the DESIGN/BUILD FIRM for the previous period being billed; releases of liens from subcontractors that have performed Work during the previous billing period unless payment for the previous period has not been received by the DESIGN/BUILD FIRM; aerials and photographs of the areas of Work for the applicable billing period; an accepted, updated Project Schedule (as approved); and back up for all items being billed. The certification of Work will mean compliance by DESIGN/BUILD FIRM with the approved Project Schedule; that as-built drawings of improvements are current for the prior period; and Applicable Laws are being met and complied with. Each requisition for payment shall be submitted to the Project Manager for approval. Payment for Work performed will be made in accordance with the Florida Prompt Payment Act, Sections 255.0705 - 255.078, Florida Statutes (2023), but not more frequently than once a month. The Contract Administrator shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule, as indicated in the Project Schedule, DESIGN/BUILD FIRM shall include a written plan demonstrating how the Final Completion date shall be maintained.

Material purchases can be invoiced to the CITY, upon receipt of invoice and documentation of order placement must be accompanied by a bill of sale from the manufacturer or supplier. The CITY will endeavor to pay material invoices earlier, albeit not later than thirty (30) days of receipt of a valid invoice. Any invoices that are not considered valid will be returned immediately for correction or additional documentation. No more than eight percent (8%) contractor's mark-up will be allowed for materials.

9.4.2 CITY agrees that it will pay DESIGN/BUILD FIRM in accordance with the Florida Prompt Payment Act, within thirty (30) calendar days of receipt of DESIGN/BUILD FIRM's proper requisition for payment, as provided above.

9.4.2.1 CITY will review DESIGN/BUILD FIRM's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform DESIGN/BUILD FIRM within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by DESIGN/BUILD FIRM to CITY.

9.4.2.2 Payments are scheduled to be made by CITY to DESIGN/BUILD FIRM using a check.

9.4.2.3 Payment may be made to DESIGN/BUILD FIRM at:

Ric-Man Construction Florida, Inc.  
3100 SW 15th Street  
Deerfield Beach, FL 33442  
954-426-1221 office  
[dmancini@ric-manfl.com](mailto:dmancini@ric-manfl.com)

9.4.3 The DESIGN/BUILD FIRM shall use the sums advanced to it solely for the performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the DESIGN/BUILD FIRM in performance of the Work.

- 9.4.4 DESIGN/BUILD FIRM shall remain liable for subcontractors' work and for any unpaid laborers, material suppliers of subcontractors in the event it is after discovered that said work is deficient or that any subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.
- 9.4.5 Undisputed amounts remaining unpaid thirty (30) calendar days after CITY's request of DESIGN/BUILD FIRM's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74(4), Florida Statutes (2023). This Section shall not apply if the CITY has a right to withhold any portion of the payment under this Agreement.
- 9.4.6 Pursuant to Section 255.078, Florida Statutes (2023), five percent (5%) of all monies earned by DESIGN/BUILD FIRM shall be retained by the CITY until the Project has obtained Final Completion and been accepted by the CITY. The CITY may incrementally reduce the rate of retainage pursuant to a schedule provided for in the Agreement, or from releasing at any point or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the Consultant or by one or more subconsultant or suppliers, if applicable and determined to be in the City's best interest. If the City makes any payment of retainage to Consultant which is attributable to the labor, services, or materials supplied by one or more subconsultant or suppliers, the Consultant must timely remit payment of such retainage to those subconsultants and suppliers, within the applicable statutory period.
- 9.5 Upon receipt of written notice from DESIGN/BUILD FIRM that the Project is ready for final inspection and acceptance, the Project Manager shall, within seven (7) calendar days, make an inspection thereof. If the Project Manager finds the Project acceptable under the Contract Documents and the Project fully performed, a Final Certificate of Payment shall be issued by the Contract Administrator, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.
- 9.6 Before issuance of the Final Certificate for Payment, DESIGN/BUILD FIRM shall deliver to the Project Manager final releases of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit certifying that all suppliers, consultant, subcontractors, and subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-builts, warranties, guarantees, operational manuals, and instructions in operation must be delivered to CITY at this time. The warranties provided after the initial warranty period of year one will be covered under the warranty bond attached as an Exhibit to this Agreement. DESIGN/BUILD FIRM shall submit a completed as-built drawings package signed and sealed by a land surveyor registered in the State of Florida and as approved by the CITY's Public Works Department, and proof that all permits have been closed, which shall be delivered prior to requesting final payment.
- 9.7 CITY may withhold final payment or any progress payment to such extent as may be necessary on account of:
- A. Defective Work not remedied;
  - B. Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM;
  - C. Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, subcontractors or subconsultants, or for material or labor;
  - D. Damage to another subcontractor, subconsultant, supplier, material, person (as provided for in Florida Statutes Chapter 713(2023), party or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, employees, contractor, consultant, subconsultants, subcontractors, sub-subcontractors, sub- subconsultants, material person and suppliers;

- E. Liquidated damages pursuant to Article 7 herein;
- F. As-built drawings not being in a current and acceptable state.
- 9.8 When the above grounds in 9.4.7 are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.
- 9.9 If the Project Manager, in his reasonable judgment, determines that the portion of the Not To Exceed Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN/BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Not To Exceed Price then remaining unpaid is determined by the Project Manager to be sufficient to so complete the Work.
- 9.10 The making and acceptance of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.
- 9.11 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. Any warranties that are extended to the CITY beyond the standard warranty are to be in writing with the servicing firm information attached as an Exhibit. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. The DESIGN/BUILD FIRM's warranty excludes damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

#### **ARTICLE 10 - ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

- 10.1 Without invalidating the Agreement and without notice to any surety, CITY reserves and shall have the right to make such changes from time to time in the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the Project in a satisfactory manner. The CITY may order additions, deletions or revisions in the Work using agreed upon rates to be included in the Contract Documents and/or Schedule of Values. Upon receipt of a written and fully executed Change Order, the DESIGN/BUILD FIRM 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 on the basis of a claim made by either party.
- 10.2 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 DESIGN/BUILD FIRM.

#### **ARTICLE 11 - DESIGN/BUILD FIRM'S RESPONSIBILITIES**

- 11.1 The Parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the

CAM #23-0823

Exhibit 5

CAM #25-0790

Exhibit 2

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design, construction and construction management of the Project according to the DCP.

- 11.2 The DESIGN/BUILD FIRM will be responsible for security, with full cooperation of the CITY all permits for the Project, including without limitation, South Florida Water Management District, Broward County, Army Corps of Engineers and Florida Department of Environmental Protection. Except as provided herein, the DESIGN/BUILD FIRM shall be fully responsible for any and all other permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses required by federal, state or local laws, rules, and regulations necessary for the prosecution of the Project by DESIGN/BUILD FIRM pursuant to this Agreement shall be secured by the DESIGN/BUILD FIRM and paid for by the CITY. It is the DESIGN/BUILD FIRM's responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed, and for all persons working on the Project for whom a certificate of competency is required.
- 11.3 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees, including, but not limited to, the contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, materials persons (pursuant to Chapter 713, Florida Statutes), and any and all other persons working for it in conjunction with the design and construction of the Project.
- 11.4 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its contractor, consultant, subcontractors, subconsultants, sub-subcontractors, sub-sub- consultants, materials persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for contractor, consultant, subcontractors or subconsultant; and any and all persons for whose acts any of the aforesaid may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and Consultant, or CITY and any subcontractor, subconsultant, sub-subcontractor, sub-subconsultant, or any other person working either for DESIGN/BUILD FIRM or for any of the aforesated parties in conjunction with the design and construction of the Project, including, without limitation, any obligation on the part of the CITY to pay or to see the payment of any monies due to any of the aforesated parties pursuant to this Section.
- 11.5 DESIGN/BUILD FIRM agrees to bind its consultant, subcontractors, and sub consultants to the applicable terms and conditions of this Agreement for the benefit of the CITY.
- 11.6 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, materials, construction and other labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 11.7 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order among its employees, consultants, subcontractors and subconsultants at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the work and/services assigned to him or her.
- 11.8 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project, including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such

Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the same to the Project Manager in writing. DESIGN/BUILD FIRM shall cause all its employees, agents, consultant, subcontractors, subconsultants, sub-subconsultants and sub-subcontractors to observe and comply with all Applicable Laws.

- 11.9 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 11.10 If DESIGN/BUILD FIRM has knowledge that the Contract Documents do not comply with Applicable Laws, in any respect, the DESIGN/BUILD FIRM shall promptly notify the Project Manager, in writing, and any necessary changes shall be adjusted by appropriate revisions. If the DESIGN/BUILD FIRM performs any Work not in accordance with Applicable Laws, and without such notice to the Project Manager, the DESIGN/BUILD FIRM shall assume full responsibility therefore and shall bear all costs attributable thereto. DESIGN/BUILD FIRM warrants to CITY that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Not To Exceed Price and the Contract Time. DESIGN/BUILD FIRM warrants to CITY that the DCP is consistent, practical, feasible and constructible. DESIGN/BUILD FIRM further warrants to CITY that the Work described in the DCP is constructible for the Not To Exceed Price and the Contract Time.

**THE CITY DISCLAIMS ANY WARRANTY THAT THE DCP FOR THE PROJECT IS ACCURATE, PRACTICAL, CONSISTENT, AND/OR CONSTRUCTIBLE.**

- 11.11 DESIGN/BUILD FIRM accepts the Project site in its observable and/or documented condition existing at the time of this Agreement, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project. By signing this Agreement, the DESIGN/BUILD FIRM represents to the CITY that it has: (a) visited the Project site to become familiar with the conditions under which the Work is to be performed; (b) become familiar with all information provided (without warranty) by the CITY pertaining to the Project site; and (c) correlated its observations with the information furnished by the CITY (without warranty), and the Contract Documents. The DESIGN/BUILD FIRM hereby waives additional time or compensation for additional work made necessary by observable and/or documented conditions existing at the Project site, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project.
- 11.12 The DESIGN/BUILD FIRM agrees specifically that no Change Orders shall be required by the DESIGN/BUILD FIRM or considered by the CITY for reasons involving conflicts in the Contract Documents; questions of clarity with regard to the Contract Documents; and incompatibility or conflicts between the Contract Documents and the existing Project site conditions excluding, without limitation, utilities and unforeseen underground conditions at the discretion of the CITY and will not be unreasonably withheld. The DESIGN/BUILD FIRM acknowledges that it has ascertained all correct locations for points of connection for all utilities required for this Project.
- 11.13 The DESIGN/BUILD FIRM shall comply with all conditions of any permits issued by government authorities.
- 11.14 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the DESIGN/BUILD FIRM; the CITY reserves the right to approve all suppliers and materials.
- 11.15 The DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM hereby expressly binds itself to indemnify and save harmless the



CITY from all such claims and fees and from any and all suits and actions 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.

- 11.16 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:00 am to 7:00 pm, Monday through Friday. The DESIGN/BUILD FIRM will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the CITY of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project

Manager permits overtime work, the DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM and no extra payment shall be made to the DESIGN/BUILD FIRM for overtime work. The cost to the DESIGN/BUILD FIRM to reimburse the CITY for overtime inspections 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 DESIGN-BUILD FIRM at the actual rate accrued.

CITY Inspector Hours: 8:00 am to 4:30 pm Overtime: 5:01 pm to 7:59 am Inspection  
Overtime Cost: \$173/hr.

- 11.17 DESIGN/BUILD FIRM requests to work during other than regular hours that conform to the standard hours listed in the CITY's Noise Ordinance Section 17-8 (1), must be submitted to the DCP and CITY Project Manager with seven (7) business days in advance of scheduled work. Request shall include the following information:

- Cover page with DESIGN/BUILD FIRM name, project name, and location
- Description of work to be performed outside of normal work hours
- Site plan and location map
- Legal description
- Justification for work and why extended work hours are being requested
- Commencement date and duration of work
- List of DESIGN/BUILD FIRM contacts, including those on site
- Details on type of equipment to be used during extended work hours
- Details on noise levels that may be produced by range of decibels, including current ambient levels at site and levels predicted from proposed construction impacts
- Details on vibratory control measures to be implemented
- Details on how neighbors in vicinity of work area will be notified
- Details on how complaints will be resolved and/or mitigated
- Maintenance of Traffic plans approved by CITY's Transportation and Mobility Department (TAM) and any other agencies (if applicable)

- 11.17.1 If no lane closure or traffic impacts are necessary, the DESIGN/BUILD FIRM request must be submitted seven (7) business days in advance of scheduled work. If the Work requires lane closures, request should be submitted at least ten (10) business days in

advance, along with MOT plans approved by CITY's TAM, and any other agencies if necessary, to allow time for CITY Manager consideration and approval, CITY MOT permit issuance, and notification to the public.

11.17.2 The DESIGN/BUILD FIRM will not be permitted overtime work or the performance of work on Saturday, Sunday or any legal holiday (as designated by the CITY) without the CITY Manager's written consent at least seventy-two (72) hours in advance of the period proposed for such overtime work. Hours of work shall conform to the requirements of the CITY's Noise Ordinance.

11.17.3 If the DESIGN-BUILD FIRM requests to work outside regular hours that require a special exemption from the provisions of Section 17-7.4, it shall follow the CITY's Department of Sustainable Development's process for "Requesting Exemption from the Noise Ordinance," located at:

<https://www.fortlauderdale.gov/government/departments-i-z/sustainable-development/building-services/building-permit-general-info>

11.17.4 The DESIGN/BUILD FIRM will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the approval from the CITY Manager or CITY Commission approval at least seventy-two (72) hours in advance of starting such work.

11.18 In the event of an emergency affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, DESIGN/BUILD FIRM, without special instruction or authorization from the CITY is obligated to act to prevent threatened damage, injury or loss. DESIGN/BUILD FIRM shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

11.19 Upon issuance of a hurricane watch by the National Weather Service, DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM has not already done so, the DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM to any additional compensation. DESIGN/BUILD FIRM shall be entitled to request an extension of time for completion of the Work, in accordance with the provision of Article 8 of this Agreement, equal to the time it is shutdown for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

11.20 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 these purposes, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible



with the normal pursuit of the Work.

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

No Party shall be liable for its failure to carry out its respective 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 DESIGN/BUILD FIRM further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a force majeure delay has commenced within 96 hours after such an occurrence. The DESIGN/BUILD FIRM shall use its reasonable efforts to minimize such delays. The DESIGN/BUILD FIRM shall promptly provide an estimate of the anticipated additional time required to complete the Project.

#### **ARTICLE 12 - CITY'S RESPONSIBILITIES**

- 12.1 CITY shall assist DESIGN/BUILD FIRM by placing at its disposal any available information pertinent to the Project including previous reports, laboratory tests and inspections of samples, materials and equipment, property, boundary, easement, rights- of- way, topographic and utility surveys; property descriptions; and known zoning, deed and other land use restrictions.
- 12.2 CITY shall arrange for access to and make all provisions for DESIGN/BUILD FIRM to enter upon public property as required for DESIGN/BUILD FIRM to perform its services.
- 12.3 CITY shall render decisions under this Agreement in a timely manner.

#### **ARTICLE 13 - SUPERINTENDENCE AND SUPERVISION**

- 13.1 The orders of the CITY are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Agreement and the other Contract Documents. Construction Manager shall keep on the Project during its progress, a full-time, competent, English- speaking supervisor, who shall be the Construction Manager Representative and who shall serve as the superintendent, and any necessary assistants, all satisfactory to the Project Manager.
- 13.2 Construction Manager or Construction Manager Representative shall prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day; the weather conditions and how any weather conditions affected progress of the Work; time of commencement of Work for the day; the Work performed; materials, labor, personnel, equipment and subcontractors used for the Work; any idle equipment and reasons for idleness; visitors to the Project site; any special or unusual conditions or occurrences encountered; any materials delivered to the Project site; and the time of termination of Work for the day. The daily bound log shall be available for inspection by the CITY, or its authorized designee, at all times during the Project, without previous notice.
- 13.3 If DESIGN/BUILD FIRM, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including, but not limited to, the Plans and Specifications, it shall be DESIGN/BUILD FIRM's sole obligation and duty to immediately inform the Project Manager, in writing, and the Project Manager will promptly verify same. Any Work done prior to or after such discovery will be done at DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, DESIGN/BUILD**

**FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BE CORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN/BUILD FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**

- 13.4 DESIGN/BUILD FIRM shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform and complete the Project in accordance with the Contract Documents. DESIGN/BUILD FIRM shall be solely responsible for the design, preparation of Construction Documents, means, methods, techniques, safety, sequences and procedures of construction. DESIGN/BUILD FIRM shall give efficient supervision to the Work, using DESIGN/BUILD FIRM's best skill, attention and judgment.

#### **ARTICLE 14 - RESOLUTION OF DISPUTES**

- 14.1 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 DESIGN/BUILD FIRM Project Manager shall be submitted to the City Manager or his designee and DESIGN/BUILD FIRM's representative for resolution.
- 14.2 All non-technical administrative disputes (such as billing and payment) shall be determined by the Project Manager.
- 14.3 During the pendency of any dispute and after a determination thereof, DESIGN/BUILD FIRM, and CITY shall act in good faith to mitigate any potential damages including using construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, DESIGN/BUILD FIRM shall proceed diligently with performance of this Agreement and CITY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.
- 14.4 In the event a resolution of a dispute under this section cannot be resolved, the issue shall be submitted by the DESIGN/BUILD FIRM to the City Manager or designee, in writing within ten (10) days of the impasse. The notice must state the basis of the dispute and the DESIGN/BUILD FIRM's proposed resolution. The notice given by the DESIGN/BUILD FIRM must include a written notarized certification that any NTE adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the City Manager or designee. The City Manager's decision shall be final and binding on the Parties subject to mediation and judicial review.
- 14.5 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 mutually 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.

#### **ARTICLE 15 - CITY'S RIGHT TO TERMINATE AGREEMENT**

- 15.1 If DESIGN/BUILD FIRM fails to begin the design and construction of the Project within the time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the

Contract Documents and schedules, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the CITY shall give notice, in writing, to DESIGN/BUILD FIRM and its surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the CITY may, upon written notice from the Project Manager of the fact of such delay, neglect or default and DESIGN/BUILD FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM, exclude DESIGN/BUILD FIRM from the Project site, and take the prosecution of the Project out of the hands of DESIGN/BUILD FIRM, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the CITY's reasonable discretion. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an Agreement for the completion of the Project according to the terms and provisions of the Contract Documents or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DESIGN/BUILD FIRM. Actions will be instituted to recover on the posted bonds. If such damages and costs exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.

- 15.2 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM 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 15.3 below.
- 15.3 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon ten (10) business days from the date of DESIGN/BUILD FIRM's receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all Work executed and approved, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOSS PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.
- 15.4 Upon receipt of Notice of Termination pursuant to Sections 15.1 and 15.2 above, DESIGN/BUILD FIRM shall, at its sole cost and expense (other than demobilization as a result of the Notice of Termination pursuant to Section 15.3 which shall be paid for by the CITY) and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, 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. Compensation shall be withheld until all documents are produced to CITY pursuant to this Article.

#### **ARTICLE 16 - DESIGN/BUILD FIRM'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

- 16.1 If the Project should be stopped under any order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD FIRM or of



anyone employed by DESIGN/BUILD FIRM, or if the Project Manager should fail to review and approve or state in writing reasons for non- approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM within thirty (30) calendar days after submittal of a proper requisition for payment, as approved by the Project Manager, then DESIGN/BUILD FIRM may give written notice to CITY, of such delay, neglect or default, specifying same. If CITY, within a period of ten (10) business days after such written notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expenses sustained, but excluding any claim for payments for loss profits, indirect, special, consequential or other damages.

#### **ARTICLE 17 - NOTICES**

- 17.1 Whenever either Party desires to give notice to the other, such notice must be in writing with proof of delivery or receipt. The notice shall be address to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

<b>FOR THE CITY:</b> <b>Project Manager</b> <b>City of Fort Lauderdale</b> <b>101 NE 3<sup>rd</sup> Avenue</b> <b>Fort Lauderdale, Florida 33301</b>  <b>with copies to:</b> <b>City Manager</b> <b>Interim City Attorney</b> <b>City of Fort Lauderdale</b> <b>1 East Broward Boulevard, Suite 1605</b> <b>Fort Lauderdale, Florida 33301</b>	<b>FOR THE DESIGN/BUILD FIRM:</b> <b>Daniel Mancini</b> <b>President</b> <b>Ric-Man Construction Florida, Inc.</b> <b>3100 SW 15th St.</b> <b>Deerfield Beach, FL 33442</b> <b>954-426-1221 office</b> <b><a href="mailto:dmancini@ric-manfl.com">dmancini@ric-manfl.com</a></b>
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#### **ARTICLE 18 – BONDS AND INSURANCE**

- 18.1 DESIGN/BUILD FIRM shall furnish, or cause to be furnished, on or before seven (7) days after execution of this Agreement, the following:

Performance Bond and Payment Bond (Surety)

- 18.2 THE DESIGN/BUILD FIRM 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 guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or subcontractors employment pursuant to the Project. The Payment and Performance Bond shall be with a surety insurer authorized to do business in the state of Florida as surety (“Bond”), in accordance with Sec. 255.05, Florida Statutes (2023), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor’s obligations under the Contract Documents. The performance and payment bond shall remain in full force and effect during the Project and 60 days beyond the Agreement term for close out.

Insurance Requirements

- 18.3 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 DESIGN/BUILD FIRM, 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 DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM shall provide the CITY a certificate of insurance evidencing such coverage. The DESIGN/BUILD FIRM's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests. The limits of coverage under each policy maintained by DESIGN/BUILD FIRM shall not be interpreted as limiting DBF'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 DESIGN/BUILD FIRM for assessing the extent or determining appropriate types and limits of coverage to protect DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM 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:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person 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 DESIGN/BUILD FIRM. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

DESIGN/BUILD FIRM must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Pollution and Remediation Legal Liability (Hazardous Materials)

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

#### DESIGN/BUILD FIRM's Pollution Liability Coverage

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

#### Hazardous Waste Transportation Coverage

DESIGN/BUILD FIRM shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

#### Disposal Coverage

DESIGN/BUILD FIRM shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

#### Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

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

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

Coverage must be afforded per Chapter 440, Florida Statutes (2023). 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.

DESIGN/BUILD FIRM waives, and DESIGN/BUILD FIRM shall ensure that DESIGN/BUILD'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.

DESIGN/BUILD FIRM must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a. DESIGN/BUILD FIRM 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. DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, DESIGN/BUILD FIRM 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 Agreement or prior.
- f. The CITY shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The CITY shall be granted a Waiver of Subrogation on DESIGN/BUILD FIRM'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 must read as follows:

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

- 18.4 The DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM's expense.

If the DESIGN/BUILD FIRM primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the DESIGN/BUILD FIRM may provide an Umbrella/Excess insurance policy to comply with this requirement.

The DESIGN/BUILD FIRM'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 exclusions or provisions in any insurance policy maintained by the DESIGN/BUILD FIRM 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 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, DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM's insurance policies.

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



It is the DESIGN/BUILD FIRM's responsibility to ensure that any and all of the DESIGN/BUILD FIRM 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, as amended herein, as excluded herein, and as excluded and/ or amended in the contracts between the independent contractors and subcontractors and DESIGN/ BUILD FIRM. Any and all deficiencies are the responsibility of the DESIGN/BUILD FIRM.

Compliance with the foregoing requirements shall not relieve the DESIGN/BUILD FIRM of its liability and obligation under this section or under any other Section of this Agreement.

- 18.5 The DESIGN/BUILD FIRM shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the DESIGN/BUILD FIRM shall be responsible for submitted new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:
- A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY;
  - B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the DESIGN/BUILD FIRM in conjunction with the violation of the terms and conditions of the Agreement.

#### **ARTICLE 19 - SUBSTANTIAL COMPLETION**

- 19.1 When DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY, in the event CITY chooses to accept same pursuant to the sole authority and discretion, is substantially complete, DESIGN/BUILD FIRM shall so notify the Project Manager, in writing, and shall prepare for submission to the Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete all Work in accordance with the Contract Documents. The Project Manager, and such other persons as they may deem necessary, shall conduct a joint inspection to determine that the Project (or designated portion thereof) is substantially complete.
- 19.2 The Project Manager will then instruct DESIGN/BUILD FIRM to prepare and deliver to the Contract Administrator a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the Project (or that portion of the Project). After review of the certificate by the Contract Administrator, CITY shall either accept or reject the certificate. Acceptance of Substantial Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager along with the request for Substantial Completion shall commence on the date of Substantial Completion of the Project (or for that portion of the Project). The Certificate of Substantial Completion shall be submitted to CITY through the Project Manager and DESIGN/BUILD FIRM for its written acceptance of the responsibilities assigned to it in such Certificate.

#### **ARTICLE 20 - FINAL COMPLETION**

- 20.1 When the DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof,



which is acceptable to CITY, in the event CITY chooses to accept same pursuant to the sole authority and discretion, is finally complete, DESIGN/BUILD FIRM shall so notify the Project Manager, in writing, that the Work is complete, and that the DESIGN/BUILD FIRM has satisfied all prerequisites to Final Completion. The DESIGN/BUILD FIRM and the Project Manager and such other persons as they may deem necessary, shall conduct a final inspection. The DESIGN/BUILD FIRM will notify in writing of all particulars in which this inspection reveals that the Work is incomplete, non-conforming or defective. Construction Manager shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies and shall notify all Parties that the Project (or designated portion thereof) is finally complete.

After Project Manager will then prepare and deliver a Certificate of Final Completion which shall establish the date of Final Completion for the Project (or that portion of the Project). Acceptance of Final Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager along with the request for Final Completion shall commence on the date of Final Completion of the Project (or for that portion of the Project).

#### **ARTICLE 21 - SHOP DRAWINGS AND SCHEDULE OF VALUES**

- 21.1 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 21.2 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show DESIGN/BUILD FIRM's approval thereon.
- 21.3 If the Shop Drawings show or indicate departures from the requirements of this Agreement, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents. Project Manager shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations. No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DESIGN/BUILD FIRM's responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them, and then make one (1) submittal to the Project Manager, along with DESIGN/BUILD FIRM's comments as to compliance, noncompliance, or features requiring special attention.
- 21.4 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.
- 21.5 DESIGN/BUILD FIRM shall submit to Project Manager five (5) copies. Re-submissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.
- 21.6 Project Manager's acceptance of the Shop Drawings, as approved by DESIGN/BUILD FIRM, will be for general compliance with the Plans and Specifications, and shall not relieve DESIGN/BUILD FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the materials or Work required by the Agreement and not indicated on the Drawings.
- 21.7 DESIGN/BUILD FIRM shall keep one (1) set of Shop Drawings, marked with the Project

Manager's acceptance, as the Project site at all times.

- 21.8 The DESIGN/BUILD FIRM shall submit a Schedule of Values to the Project Manager as specified in the Technical Specifications. DESIGN/BUILD FIRM shall submit to the Project Manager a separate Schedule of Values for demolition, abatement, and site work ten (10) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8 1/2" x 11" white paper listing: title of Project, location, Project number, Consultant, Contractor, Contract designation and date of submission. The schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DESIGN/BUILD FIRM shall list the sub-values of major products or operations under the item. Each item shall include the proportion of DESIGN/BUILD FIRM's overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

- A. Schedule must include the following but is not limited to:

Separate identifiable activity on the critical path, an activity labeled "Other Conditions Allowance." This activity duration shall be thirty (30) calendar days and inserted at the end of the schedule prior to Substantial Completion. This allowance may or may not be used at the discretion of the CITY. The use of this activity shall be subject to the review and approval of the CITY and the Design Criteria Professional. The duration of the "Other Conditions Allowance" activity shall be reduced as other conditions are experienced and inserted in the schedule;

- B. The cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and
- C. The total installed value review.

## **ARTICLE 22 - FIELD ENGINEERING**

- 22.1 The DESIGN/BUILD FIRM shall provide and pay for field engineering services required for the Project. This Work shall include the following elements:

- A. Survey work required in execution of the Project;
- B. Civil, structural or other professional engineering, architectural, landscape architectural, or land surveying services specified, or required to execute the DESIGN/BUILD FIRM's construction methods;
- C. The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project;
- D. The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction;
- E. No changes or relocations will be made without prior written notice to the Project Manager;
- F. A written report shall be made to the Project Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations;
- G. The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by

state law; and

- H. Replacement shall be established based upon original survey control.
- 22.2 The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project.
- 22.2.1 The survey will locate and protect control points prior to starting sitework and will preserve all permanent reference points during construction.
- 22.2.2 No changes or relocations will be made without prior written notice to the Project Manager.
- 22.2.3 A written report shall be made to the Project Manager when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
- 22.2.4 The surveyor shall be required to replace Project control points which maybe lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.
- 22.2.5 Replacements shall be established based upon original survey control.

#### **ARTICLE 23 - FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

- 23.1 The entire responsibility for establishing and maintaining a line and grade in the field lies with DESIGN/BUILD FIRM. DESIGN/BUILD FIRM shall maintain an accurate and precise horizontal and vertical record of the existing pavement conditions; final pavement conditions; and all pipelines, conduits, structures, underground utility access portals, handholes, fittings, etc. encountered or installed during construction. DESIGN/BUILD FIRM shall deliver these records in good order to the Contract Administrator as the Work is completed. These records shall serve as a basis for as-built drawings. The cost of all such field layout and recording work is included in the Contract Price.
- 23.2 DESIGN/BUILD FIRM shall maintain in a safe place at the site, one (1) record copy of the Plans and Specifications, addenda, written amendments, Change Orders and written interpretations and clarifications, in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to Contract Administrator for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to Contract Administrator.
- 23.3 At the completion of the Project, the DESIGN/BUILD FIRM shall turn over to the CITY a set of reproducible drawings and a complete set of all drawings in the latest version of AutoCAD on Compact Disk, not compressed, which accurately reflect the "as-built" conditions of the new facilities. All changes made to the Construction Documents, either as clarifications or as changes, will be reflected in the plans. The changes shall be submitted at least monthly to the Project Manager. These as-built drawings are to be AutoCAD version 2018 and to CITY Standard Details and CADD Standards. Format media must be delivered and found to be acceptable prior to final payments.

#### **ARTICLE 24 - NO DAMAGES FOR DELAY**

- 24.1 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. DESIGN/BUILD FIRM shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact, or other costs, expenses or damages including, but not limited to, costs of acceleration or



inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, DESIGN/BUILD FIRM hindrances or delays are not due solely to fraud, bad faith or active interference by the CITY, DESIGN/BUILD FIRM shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided above. The specific application of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Ten Dollars (\$10.00) of DESIGN/BUILD FIRM's fee is acknowledged as separate and independent consideration for the covenants contained in this Article.

#### **ARTICLE 25- LIMITATION OF LIABILITY**

- 25.1 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 \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DESIGN/BUILD FIRM hereby expresses its willingness to enter into this Agreement with the knowledge that the DESIGN/BUILD FIRM's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the DESIGN/BUILD FIRM 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 beyond the limits established in Section 768.28, Florida Statutes (2023); and no claim or award against the CITY shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

#### **ARTICLE 26 - GOVERNING LAW**

- 26.1 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 27 - MISCELLANEOUS PROVISIONS**

- 27.1 **OWNERSHIP OF DOCUMENTS:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by DESIGN/BUILD FIRM in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, shall become the property of CITY and shall be delivered by DESIGN/BUILD FIRM to Project Manager within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. If

CAM #23-0823

Exhibit 5

CAM #250790

Exhibit 2

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- applicable, CITY may withhold payments then due to DESIGN/BUILD FIRM until DESIGN/BUILD FIRM complies with the provisions of this section.
- 27.2 **AUDIT RIGHT AND RETENTION OF RECORDS:** CITY shall have the right to audit the books, records, and accounts of DESIGN/BUILD FIRM that are related to this Project. DESIGN/BUILD TEAM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. DESIGN/BUILD FIRM shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes (2023), or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DESIGN/BUILD FIRM's records, DESIGN/BUILD FIRM shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DESIGN-BUILD FIRM. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.
- 27.3 **ARCHITECT/ENGINEER:** DESIGN/BUILD FIRM shall use the architect/engineer, including subconsultants, identified in the proposal that were a material part of the selection of the DESIGN/BUILD TEAM to provide the services for this Project. DESIGN/BUILD FIRM shall obtain written approval of CITY's Public Works Director prior to changing or modifying the list of subconsultants submitted by the DESIGN/BUILD FIRM.
- 27.4 **ASSIGNMENT AND PERFORMANCE:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party.
- 27.5 **ONE ORIGINAL AGREEMENT:** This Agreement will be executed in one original.
- 27.6 **ALL PRIOR AGREEMENTS SUPERSEDED:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 27.7 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and of equal dignity herewith.
- 27.8 **INDEPENDENT CONTRACTOR:** DESIGN/BUILD FIRM is an independent contractor under this Agreement. Services provided by DESIGN/BUILD FIRM shall be subject to the supervision of DESIGN/BUILD FIRM. In providing the services, DESIGN/BUILD FIRM or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DESIGN/BUILD FIRM or its agents any authority of any kind to bind CITY in any respect whatsoever.
- 27.9 **THIRD PARTY BENEFICIARIES:** Neither DESIGN/BUILD FIRM or CITY intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this

Agreement.

- 27.10 **WAIVER OF BREACH AND MATERIALITY:** Failure by the CITY or DESIGN/BUILD FIRM to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.
- 27.11 **MATERIAL TERM:** CITY and DESIGN/BUILD FIRM agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof.
- 27.12 **COMPLIANCE WITH LAWS:** DESIGN/BUILD FIRM shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- 27.13 **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:** DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the Act, and all applicable regulations, guidelines and standards. DESIGN/BUILD FIRM's decisions regarding the delivery of work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

DESIGN/BUILD FIRM shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, DESIGN/BUILD FIRM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

- 27.14 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes (2023), a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with the CITY and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as amended, 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 shall result in cancellation of the CITY purchase and may result in debarment.

- 27.15 **SEVERANCE:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 27.16 **JOINT PREPARATION:** Preparation of this Agreement has been a joint effort of the CITY and DESIGN/BUILD FIRM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
- 27.17 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 shall prevail and be given effect.

In the event of a conflict among the Contract Documents, the most stringent requirement shall control.

- 27.18 **TAXES:** DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes as required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements. All such taxes that are required as of the time of Agreement execution shall be included in the Not-To-Exceed Guaranteed Maximum Price.
- 27.19 **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 (2023), 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 (2023), 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 (2023), 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 (2023), 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 (2023), as may be amended or revised.

27.20 **PUBLIC RECORDS:**

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

DESIGN/BUILD FIRM shall:

- 27.20.1 Keep and maintain public records required by the CITY in order to perform the service. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- 27.20.2 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 contract if the DESIGN/BUILD FIRM does not transfer the records to the CITY.
- 27.20.3 Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the DESIGN/BUILD FIRM or keep and maintain public records required by the CITY to perform the service. If DESIGN/BUILD FIRM transfers all public records to the CITY upon completion of this Agreement, the DESIGN/BUILD FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DESIGN/BUILD FIRM keeps and maintains public records upon completion of this Agreement, the DESIGN/BUILD FIRM 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.
- 27.20.4 If the DESIGN/BUILD FIRM keeps and maintains public records upon completion of this Agreement, the DESIGN/BUILD FIRM 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.

27.21 **E-VERIFY**

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

1. The DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.




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

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

CITY

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

CITY OF FORT LAUDERDALE,  
a Florida municipal corporation

By:   
GREG CHAVARRIA  
City Manager


Date: 10/23/23

ATTEST:

By:   
DAVID R. SOLOMAN  
City Clerk



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

By:   
RHONDA MONTOYA HASAN  
Assistant City Attorney

**CONTRACTOR**

RIC-MAN CONSTRUCTION FLORIDA,  
INC., a Florida corporation.

WITNESSES:

*Rafael Vega*

Rafael Vega

Print Name

*Donna Porcaro*

Donna Porcaro

Print Name

By: *Daniel C. Mancini*  
Daniel C. Mancini, President

(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Oct, 2023, by DANIEL C. MANCINI, PRESIDENT for RIC-MAN CONSTRUCTION FLORIDA, INC., a Florida Corporation.



*Juliette Talenfeld*  
(Signature of Notary Public - State of Florida)

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

Personally Known X OR Produced Identification         

Type of Identification Produced: Personally Known



## Event # 103-5

**Name:** GTL Effluent Pipe 54" Force Main Replacement - Design Build

**Description:** This project is located at the George T. Lohmeyer Wastewater Treatment Plant, (GTL) in the City of Fort Lauderdale.  
The work to be accomplished under this contract includes, but is not limited to, design, permitting, construction, testing, and start-up of the GTL Effluent Pipe 54" Force main Replacement. The purpose of this project is to provide a redundant effluent force main from the GTL WWTP to the City's Injection Wells site, the majority of which is within Broward County right-of-way (ROW) and Port Everglades property. Broward County operations at Port Everglades and the Convention Center shall continue uninterrupted during the construction of this Project.

**Buyer:** LEMIRE, MICHELLE

**Status:** Pending Award

**Event Type:** RFP

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 5

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

## Event Dates

**Preview:**

**Q & A Open:** 05/25/2023 01:01:00 PM

**Open:** 05/25/2023 01:00:00 PM

**Q & A Close:** 06/26/2023 05:00:00 PM

**Close:** 07/06/2023 02:00:00 PM

**Dispute Close:**

## Questions

Question	Response Type	Attachment
Did you fill out and attach all required documents?	Yes No	Event 103 - Required Forms.pdf

## Meetings

Meeting	Description	Location	Date	Required
Optional Pre-Proposal Meeting	There will be a [virtual] pre-proposal conference on June	Virtual	06/08/2023 10:00:00 AM	No



## Event # 103-5: GTL Effluent Pipe 54" Force Main Replacement - Design Build

Meeting	Description	Location	Date	Required
	8, 2023, at 10:00 a.m., local time. This meeting will be held through a "MS Teams" Meeting Platform.			
Optional Site Visit	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.	George T. Lohmeyer Wastewater Treatment Plant	06/13/2023 01:30:00 PM	No

### Attachments

Name	Description	Attachment
Event 103 Design Build Services for George T. Lohmeyer Wastewater Treatment Plan		Event 103 Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replace
Event 103 - Sample Agreement		Event 103 - Sample Agreement.pdf
COFL Plans Request Form		COFL Plans Request Form.pdf
Event No. 103 - Addendum No. 1	Event No. 103 - Addendum No. 1	Event No. 103 - Addendum No. 1.pdf
Addendum No. 2	Event No. 103 Addendum No. 2.	Event 103 - Addendum No. 2.pdf
Addendum No. 3	Addendum No. 3	Event 103 Addendum No. 3.pdf
Addendum No. 4	Event 103 - Addendum No. 4	Event 103 - Addendum No. 4.pdf
Addendum No. 5	Event 103 - Addendum No. 5	Event 103 - Addendum No. 5.pdf

### Contacts

Name	Email Address
MICHELLE LEMIRE	mlemire@fortlauderdale.gov

### Commodity Codes

Event # 103-5: GTL Effluent Pipe 54" Force Main Replacement - Design Build

Commodity Code	Description
913-56	Construction, Utility/Underground Projects

Line Details

Line 1: Effluent Pipe 54" Force Main Replacement - Design Build

**Description:** Effluent Pipe 54" Force Main Replacement - Design Build

**Item:** EFFLUENT PIPE 54" FORCE MAIN REP      Effluent Pipe 54" Force Main Replacement - Design Build

**Long Item Description:** Effluent Pipe 54" Force Main Replacement - Design Build

**Commodity Code:** 913-56      Construction, Utility/Underground Projects

**Manufacturer Code:** MFC      **Division:** DIV

**Quantity:** 1.0000      **Unit of Measure:** EA

**Require Response:** Yes      **Price Breaks Allowed:** No      **Allow Alternate Responses:** Yes

**Add On Charges Allowed:** No

Design-Build Request for Proposals

**RFP/EVENT NO. 103**

**Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement.**

**Project No. 12387**

Pursuant to FL Stat Section 287.057

**City of Fort Lauderdale**



Scott Teschky  
Division Manager

**Michelle Lemire**  
**PROCUREMENT ADMINISTRATOR**  
Telephone: (954) 828 – 6167  
E-mail: [mlemire@fortlauderdale.gov](mailto:mlemire@fortlauderdale.gov)



## SECTION 1 INTRODUCTION

### 1.1. Purpose

The City of Fort Lauderdale, FL ("City") has issued this Request for Proposal (RFP) to solicit competitive proposals from one single entity ("Firm" or "Proposer" or "Design-Build Firm (DBF)") responsible for the design, permitting, construction, testing and startup of the George T. Lohmeyer Wastewater Treatment Plant (GTL WWTP) Force Main Replacement.

The work to be accomplished under this contract includes, but is not limited to, design, permitting, construction, testing, and start-up of a new 60" effluent force main. The purpose of this project is to provide a redundant effluent force main from the GTL WWTP to the City's Injection Wells site, the majority of which is in Broward County right-of-way (ROW) within Port Everglades boundaries. Broward County operations at Port Everglades and the Convention Center shall continue uninterrupted during the construction of this Project, as outlined in the bid documents.

Award of this project is contingent upon execution of an Interlocal Agreement between the City of Fort Lauderdale and Broward County.

Design-Build Firms which are interested in submitting proposals in response to this RFP shall comply with Section IV - Submittal Requirements.

The City will retain services within the scope of architecture or professional engineering and within the scope of construction contracting. The City will solicit proposals and establish a competitive selection process in accordance with City of Fort Lauderdale [Code of Ordinances Section 2-181\(f\)\(6\)](#) to procure the services of a qualified DBF.

The Design-Criteria Professional, Hazen & Sawyer, P.C., including their sub-consultants, are not eligible to render design-build services for this solicitation. Pursuant to [Florida Statutes 287.055 \(9\) \(b\)](#), "A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package." The City reserves the right to disqualify any proposal from a team which includes any sub-consultant and/or individual who has played a substantial role in the development of the design criteria package or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such sub-consultant's or member's prior involvement in the project.

### 1.2 INFOR

The City uses [www.INFOR.com](http://www.INFOR.com) (INFOR) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from INFOR. Proposers are strongly encouraged to read the various supplier tutorials available in INFOR well in advance of their intention of submitting a response to ensure familiarity with the use of INFOR. The City shall not be responsible for an offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of INFOR. There is no charge to proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through INFOR at [INFOR.com](https://infor.com) no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA [INFOR.com](https://infor.com).**

### 1.3 Electronic Bid Openings

This solicitation will be opened electronically via [INFOR.com](https://infor.com) at the date and time indicated in the solicitation. All openings will be held on the [INFOR.com](https://infor.com) platform.

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) forum on [INFOR.com](https://infor.com) before the Last Day for Questions indicated in the Solicitation.

### 1.4 Pre-proposal Meeting/Site Visit

There will be a [virtual] pre-proposal conference on **June 8, 2023, at 10:00 a.m., local time**. This meeting will be held through a “MS Teams” Meeting Platform.

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071. Interested parties must log on to the City’s online strategic sourcing platform to access the City of Fort Lauderdale Plan & Specification Request Form, AND must follow instructions contained therein.

Access to the pre-proposal meeting 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 pre-proposal meeting. To avoid any issues, Plans Custodians should provide proof of approval prior to the pre-proposal meeting.

While attendance is not mandatory, it is strongly suggested that all DBFs attend the pre-proposal conference. It will be the sole responsibility of the DBF to inspect the City’s locations 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.

DBFs must have completed the City of Fort Lauderdale Plans Request Form and received the solicitation documents prior to the pre-proposal meeting. The link to the virtual pre-proposal meeting will be provided upon receipt and approval of the Plans Request Form.

### 1.5 Point of Contact

**City of Fort Lauderdale, Procurement Services Division**  
**Attn: Michelle Lemire, Procurement Administrator**  
**100 N. Andrews Avenue, 6<sup>th</sup> Floor**  
**Fort Lauderdale, FL 33301**  
**Telephone: (954) 828-5189**  
**E-mail: [mlemire@fortlauderdale.gov](mailto:mlemire@fortlauderdale.gov)**

### 1.6 Compliance and Legal Conditions

In order to comply fully with the requirements of the City's Code of Ordinances below and Florida Statutes 287.055, the following procedures shall be followed in selecting firms to provide design-build services and in negotiating design-build contracts.

It will be the sole responsibility of the proposer to familiarize themselves with the following ordinances and statutes:

- a) [City of Fort Lauderdale Ordinance Section 2-181\(f\)\(6\) – Design/build contracts](#)
- b) [Florida Statutes 287.055](#) – Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.
- c) [Florida Statutes 287.055 \(9\)](#) Applicability to Design-Build Contracts

### 1.7 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.

### 1.8 Personal Investigation

Proposers 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 DBF from any risk or from fulfilling all terms of the contract.

### 1.9 Design Criteria Package

In order to obtain plans for the project, log into the City's online strategic sourcing platform, 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, if any. To avoid any issues, Plans Custodians should bring proof of approval to the site visit.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2022), 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.**

### 1.10 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 Sub-contractor, 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 Sub-contractor at the option of the City.

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

#### **1.11 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.

#### **1.12 Lobbyist Ordinance**

**ALL PROPOSERS PLEASE NOTE:** Any proposer 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. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

#### **1.13 Debarred or Suspended Bidders or Proposers**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-consultants are presently debarred or suspended by any Federal department or agency.

#### **1.14 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. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, 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.

#### **1.15 Inconsistencies**

Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the proposer, in writing up to the Q&A End Date, as published in the solicitation document. After proposals are opened, the proposers shall abide by the decision of the City as to such interpretation. No modifications to proposals will be permitted after the date and hour of the proposal opening.

#### **1.16 Addenda and Interpretations**

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any proposer. Prospective proposers must request such interpretation in writing as instructed in the RFP. To be considered, such request must be received by the Q&A deadline as indicated in the City's online strategic sourcing platform. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. It is the proposer's responsibility to verify if addenda have been issued in the City's online strategic sourcing platform. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligation under its RFP as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify in the City's online strategic sourcing platform that he/she has all addenda before submitting a proposal.

#### **1.17 Forms of Proposals**

Each proposal and its accompanying statements must be submitted electronically, in good order with all forms and blanks completed. 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.

**1.18 Bids Firm for Acceptance (120 days)**

Proposer warrants, by virtue of bidding, that his proposal and the prices quoted in this proposal 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 RFP. 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.

**1.19 Additional Items or Services**

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The DBF 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 DBF thirty (30) days' written notice.

**1.20 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 DBF shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the DBF 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, the DBF will submit a request for a Change Order and a revised budget to the City for approval prior to proceeding with the work.

**1.21 Rejection of Proposals**

The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer 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 proposers. 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.

**1.22 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](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

**1.23 Local Business Preference (Not Applicable)**

**1.24 Disadvantaged Business Enterprise Preference (Not Applicable)**

**1.25 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 Consultant shall be submitted to the City Manager or his designee and Consultant'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.

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

1.25.2 During the pendency of any dispute and after a determination thereof, Consultant 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, Consultant 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.

1.25.3 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.

**1.26 Withdrawals**

Any proposer may, without prejudice to him/herself, withdraw his/her 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

DESIGN BUILD SERVICES FOR GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT  
FORCE MAIN REPLACEMENT  
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who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

**\*\*END OF SECTION 1\*\***

**SECTION 2  
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 sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.
- GC – 18 POST-CONSTRUCTION SURVEY** - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.
- GC – 19 KEY PERSONNEL** - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type of work.



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

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

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

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

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

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

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

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

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

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of

adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

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

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

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

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

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

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

**GC – 28 PLACING BARRICADES AND WARNING LIGHTS** - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and

warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

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

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

**GC – 30 COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

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

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

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

**GC – 32 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, 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.

**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.



**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](mailto:prcontract@fortlauderdale.gov)

Contractor shall:

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

**\*\*END OF SECTION 2\*\***

### SECTION 3 SPECIAL CONDITIONS

#### 3.1 Definitions

**Award** – means the acceptance of a bid, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the authority of the City Manager, with the exception of emergency purchases.

**City** – the City of Fort Lauderdale or the City Commission, a municipal corporation of the State of Florida.

**City Commission** – City Commission shall mean the governing and legislative body of the City.

**Contract** – This Agreement and all addenda, exhibits and amendments thereto between the City and the Design-Build Firm for this Project. Contract shall also mean the same as Agreement.

**Design Build** – Means a single contract with a Design-Build Firm for the design and construction of a City construction project.

**Design Build Firm (DBF)** – means a partnership, corporation, or other legal entity that is certified under Florida Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent or is certified under Florida Statute 471.023 to practice or to offer to practice engineering; certified under Florida Statute 481.219 to practice or to offer to practice architecture, or certified under Florida Statute 481.319 to practice or to offer to practice landscape architecture.

**Design Criteria Package (DCP)** – DCP shall mean those certain conceptual plans and specifications and performance-oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

**Design Criteria Professional** – means a firm which holds a current certificate or registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract by the City to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

**Guaranteed Maximum Price (GMP)** – the mutually agreed upon contract price to be paid to the DBF for the work, with the DBF agreeing to complete the work without additional payment. The guaranteed maximum price is not subject to increase, except as expressly allowed by the City. Savings below the maximum guaranteed price are shared between owner and DBF, whereas the DBF assumes the responsibility for any overrun beyond the Guaranteed maximum price.

**Negotiate** – any form of that word means to conduct legitimate, arm's length discussion and conferences to reach an agreement on a term or price.

**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.

**Professional Services** – means those services within the scope of the practice of architecture, professional engineering, landscape architect, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

**Project Manager** – an authorized representative of the City assigned to the Project by the City, assigned to make necessary observations of materials furnished by DBF and of the Work performed by DBF as detailed.

**Proposal** – means the proposal or submission submitted by a Proposer. The terms "Proposal" and "Bid" are used interchangeably and have the same meaning.

**Proposer** – means one who submits a Proposal in response to a solicitation. The terms "Proposer" and "Bidder" are used interchangeably and have the same meaning.

**Substantial Completion** – the date(s) certified by the Project Manager that all conditions of the permits and regulatory agencies have been met for the City's intended use of the Project, and all construction has been performed in accordance with the Contract Documents so City can fully utilize, as opposed to partially utilize, the Project for its intended purpose.

**Work** – the completed construction required by the Contract Documents, as permitted, including all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

### **3.2 Responsiveness**

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

### **3.3 Responsibility**

In order to be considered responsible, DBF shall be fully capable of meeting all of the requirements of the solicitation and the subsequent contract; must possess the full capability, including financial and technical capacity, to perform as contractually required; and must fully document the ability to provide good faith performance.

### **3.4 Sub-Consultants**

A Sub-Consultant is an individual or firm contracted by the DBF to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through DBF and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. DBF must clearly reflect in its proposal, the major Sub-

Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of successful DBFs or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful DBF, and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither successful DBF nor any of its Sub-Consultants is considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

DBFs shall include in their responses, the requested Sub-Consultant information and include all relevant information required of the DBF. In addition, within five (5) working days after the identification of the award to the successful DBF, the DBF shall provide a list confirming the Sub-Consultant(s) that the successful DBF intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-Consultant's hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of the DBF. No more than twenty percent (20%) of the team members selected for this Project can be substituted and any and all team and/or staff substitutions must be approved by the City in advance.

### **3.5 Contract Term**

Time is of the essence for the DBF's performance of the Work.

The City will enter into a Not-To-Exceed (NTE) contract with the successful DBF for a Guaranteed Maximum Price (GMP) for the Work. The terms and conditions of this contract are fixed price and for a fixed period of time. The DBF submitted proposal is to be a NTE GMP proposal for completing the Scope of Work in the RFP. The DBF will provide a Schedule of Values to the City for its approval. The total of the Schedule of Values will be this NTE GMP contract price for the work.

The DBF shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

City reserves the right, where it may serve the City of Fort Lauderdale's best interest, to request additional information or clarification from proposers including, but not limited to, oral interviews as requested by the Evaluation Committee.

The City of Fort Lauderdale reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City.

The City reserves the right to let other contracts in connection with this Project, provided it does not interfere with DBF's work or schedule. By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendors list as described in [Florida Statute §287.133 \(2\) \(a\)](#).



### 3.6 Unauthorized Work

The successful DBF(s) shall not begin work until a Contract and a Notice to Proceed has been issued. DBF(s) agree and understand that a purchase order and/or task order shall be issued and provided to the DBF(s) following City Commission award.

### 3.7 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 3.7.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 3.7.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 3.7.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 3.7.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### 3.8 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval

### 3.9 Proposal Bond

Proposers can submit proposal bonds for projects **three (3)** different ways:

- 1) The City's online strategic sourcing platform 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 **customer care department**.
- 2) If bid bonds are not submitted via Surety 2000, Bidders may upload their original executed proposal bond on the City's online strategic sourcing platform to accompany their electronic proposal, 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. Proposal bond shall be written by a surety insurer authorized to do business in the State of Florida as surety, in accordance with Section 255.05, Florida Statutes. An insufficient proposal bond surety shall automatically constitute a failure on the part of the proposer and shall be grounds for rejection of your bid.

- 3) Bidders can **mail** their proposal 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 proposer to ensure that its proposal is submitted prior to the proposal opening date and time listed. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

The bond shall be retained by the City as liquidated damages in the event the proposer whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this RFP.

Following the full execution of a contract for the work solicited in this RFP and the successful proposer'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 proposer's bid will be refunded to the successful proposer, or in the event bid security was provided by a bond, the bond accompanying the successful proposer's bid will be returned to the successful proposer. In the event the successful proposer 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 proposer to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale.

Additional insurance and bonds may be required for the construction phase of the project.

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

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

### **3.11 Performance and Payment Bond (Surety Bond)**

The DBF 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 DBF's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2022), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the DBF, 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 DBF 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 DBF. 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 DBF 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 DBF 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.

### **3.12 Insurance Requirements**

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 DBF, 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 DBF. The DBF shall provide the City a certificate of insurance evidencing such coverage. The DBF's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by DBF shall not be interpreted as limiting DBF'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 DBF for assessing the extent or determining appropriate types and limits of coverage to protect DBF 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 DBF 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:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

DBF must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Pollution and Remediation Legal Liability (Hazardous Materials)

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

DBFs Pollution Liability Coverage

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

Hazardous Waste Transportation Coverage

DBF shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.



Disposal Coverage

DBF shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

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 DBF does not own vehicles, DBF 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.

DBF waives, and DBF shall ensure that DBF'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.

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

Insurance Certificate Requirements

- a. DBF 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. DBF 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 DBF 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 DBF following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, DBF shall provide the City with an updated Certificate of Insurance no later than ten (10)

days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on DBF'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

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

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

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

Any exclusion or provision in any insurance policy maintained by DBF 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 may be considered breach of contract. In addition, DBF must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of DBF's insurance policies.

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

It is DBF's responsibility to ensure that any and all of DBF'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 DBF. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to DBF.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE 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.**

### **3.13 Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

### **3.14 Invoices/Payment**

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

The DBF shall submit a proposed schedule of values, after contract award, in a form acceptable to the City and will be required to be approved by the City before any design Work on this Project can commence. The proposed schedule of values shall be broken into two phases for the design and the construction.

During the design phase, the DBF may submit a request for payment monthly based upon percentage of completion of the final plans and specifications. Payment during the construction phase will be based upon percentage of work/inspections completed for each item in the approved schedule of values. DBF requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Project Manager (PM).

The City agrees that it will pay the DBF per Florida Statutes 218.735. If, at any time during the contract, the City shall not approve or accept the DBF's work product, and an agreement cannot be reached between the City and the DBF to resolve the problem to the City's satisfaction, the City shall negotiate with the DBF on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the percentage of work completed.

Payment of invoices from the DBF shall be retained by the City per Florida Statute 255.078, until the Project has obtained Final Completion, receipt of as-built, and been accepted by the City.

**3.15 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

**3.16 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid/proposal. The City will not accept any additional costs.

**3.17 Payment Method**

The City shall make payment to the Contractor by check.

**3.18 Payment Card Industry (PCI) Compliance (Not Applicable)**

**3.19 Price Proposal**

A total Price Proposal (proposed Contract Price) shall be submitted on the Price Proposal Form. The Price Schedule breakdown shall consist of a Not-To-Exceed, Guaranteed Maximum Price (GMP) amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include, but is not limited to, the design, plans approval, permitting, construction and activation of the project in accordance with the requirements set forth in the City's Request for Proposals and the requirement of any and all agencies or organizations having jurisdiction for project review, permit approval or the design, construction, occupancy, activation, use or operation of the project, or use of the property on which the project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Design-Builder's general, administrative and overhead costs, project management and supervisory costs, all fees, taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

**3.20 Bid Allowance/Reimbursable**

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

The amount indicated is intended to be sufficient to cover the entire project. If the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project



Allowance	\$
Permit fee allowance	\$1,700,000
Other: Owner Contingency	\$2,250,000
TOTAL	\$3,950,000

### 3.21 CONTRACT TIME

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.

The Work shall be Substantially Completed on or before **April 16, 2025** for the Eisenhower Blvd. portion of the project, on or before **May 5, 2026** for the SE 20th St. and SE 14th portion of the project. The work on the wellfield shall be substantially complete on or before **July 31, 2026**.

The Work shall be Finally completed and accepted on or before **May 16, 2025**, for the Eisenhower Blvd. portion of the project, on or before **June 5, 2026**, for the SE 20th St. and SE 14th Ave portion of the project. The work on the wellfield shall be finally completed and accepted on or before **August 30, 2026**.

### 3.22 City Project Manager

The Project Manager is hereby designated by the City **TBD**. 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.

For information or questions concerning technical specifications, please utilize the Question/Answer platform provided by the City's online strategic sourcing platform at the City's online strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the solicitation.

### 3.23 Liquidated Damages

This project contains multiple Liquidated Damages clauses associated with various portions/phases of the Work. The attached Design Criteria Package contains detailed information on what deadlines apply to each portion of Work, as well as the associated penalties that may be assessed if Work is not completed on or before the associated deadline(s).

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 Thousand Dollars (\$5,000.00) 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. This project is comprised of three (3) separate sections with three specific deadlines. Liquidated damages will be applied to each of the separate portions of work as outlined in the City's Interlocal Agreement with the County, and as outlined in the bid documents.

### **3.24 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.

### **3.25 Subcontractors**

**3.25.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**3.25.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**3.25.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

### **3.26 Work Schedule**

Monday – Friday 8:00 am – 5:00 pm. City Inspector hours are 8:00 a.m. to 4:30 p.m. Any inspection requested by the DBF outside those hours will be considered overtime to be paid by the DBF.

**Inspection Overtime Cost: \$100/hr.**

### **3.27 Contract**

The proposer 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

DESIGN BUILD SERVICES FOR GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT  
FORCE MAIN REPLACEMENT  
DESIGN-BUILD RFP NO. 103

furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the proposer 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, and that proposer shall fulfill every stipulation and obligation as if such proposer were the original party to whom award was made.

**\*\*END OF SECTION 3\*\***

## **SECTION 4**

### **SCOPE OF WORK**

#### **4.1 Project Objective**

Paragraph 6(e) of the Amended Consent Order (Amended CO), dated October 12, 2020, requires the CITY to “replace or rehabilitate the PCCP effluent force main leading from the George T. Lohmeyer Wastewater Treatment Plant (GTL WWTP) to the deep injection wells”.

The CITY has elected to move forward with the installation of a redundant effluent force main via a design-build project delivery approach. The CITY has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design Build Firm (DBF) for the design, permitting, construction, testing, and startup of the GTL WWTP Redundant Effluent Force Main (Project).

The purpose of this project is to provide a redundant effluent force main from the GTL WWTP to the City's Injection Wells site, the majority of which is within Broward County right-of-way (ROW) and Port Everglades property. Broward County operations at Port Everglades and the Convention Center shall continue uninterrupted during the construction of this Project.

Included in the scope of work are design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent. The RFP Documents, including the DCP, Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the Contract.

The DBF shall be responsible for designing, surveying, geotechnical exploration, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

#### **4.2 Project Scope**

The selected DBF shall perform the complete design, permitting, and construction of all aspects of the Project to fulfill the intent of the Project as described in this Design Criteria Package (DCP) and all supporting documents. Included in the Project is the acquisition of all tools, equipment, materials, and other supplies including but not limited to fuel, power, water, and communication devices required to complete the Project. The work also includes the performance of all labor, work, and other operations required to complete the Project. All work must be complete with all work, materials, and services not directly specified in the Contract Documents but necessary for the completion of the Project to fulfill the intent of the City performed and installed by the DBF at no additional cost to the City above what is agreed upon in the Contract Documents.

#### **PROJECT shall include:**

Additional to the designing, permitting, and construction of the Project, the DBF shall perform inspections, construction certification, construction management, public

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involvement, and all associated work described in the DCP or as determined necessary by the DBF and confirmed by the City to fulfill the Project's intent. The terms and conditions of the contract shall consist of the RFP documents including the DCP with all exhibits and attachments in addition to the proposal accepted by the City.

The DBF will be responsible for the complete design, surveying, permit submittal packages and procurement of all required construction permits that have not been previously acquired by the CITY, construction phasing, dewatering, maintenance of traffic, public involvement, and all other related work/services.

This DCP conveys the minimum requirements of the CITY regarding the design, construction, maintenance of traffic operations, management, and scheduling of the PROJECT including any scheduling and coordination with local, county, and state governments and regulating agencies necessary to obtain permits for construction.

### **Project Background**

This Project has been developed in close coordination with Broward County. The Project will impact ongoing and future County construction projects. The Broward County Convention Center Expansion is currently under construction and expected to be completed in March 2025. The Broward County Convention Center Hotel is currently under construction and is expected to be substantially complete by July 2025, and ready to receive guests in August 2025. The DBF shall perform the Project in such a manner that will not cause delay to the expected completion of the Convention Center or the Hotel. All work included for the Eisenhower Blvd. portion of the Project, including all punch list items, shall be completed no later than May 16, 2025. The entire project shall be completed no later than June 5, 2026.

This project will also impact the County's proposed Port Everglades Bypass Road project. The Bypass Road project will be substantially complete prior to the permanent certificate of occupancy being issued for the Hotel. The County is currently designing the Bypass Road Project. Construction is scheduled to begin in early 2024 and be completed in December 2025. It is anticipated that the Bypass Road project and GTL WWTP Redundant Effluent Force Main project will have some overlap, the Bypass Road merges with Eisenhower Blvd. in the vicinity of SE 20th St. The DBF shall coordinate its design with the County and City to minimize any overlaps and conflicts.

Broward County's proposed light rail system to the Convention Center is currently in the planning phase. The DBF shall incorporate the planning level locations of the rail system footings and columns into its design to avoid conflict with the new effluent force main when the light rail system is constructed.

Coordination and sequencing of the work to connect the new force main to the Effluent Pump Station is critical. Shutting down the effluent pumps for any duration carries a high risk of sanitary sewer overflow (SSO) into the Intracoastal waterway. Should this occur, it is reportable to FDEP and may result in fines. The work must be performed in a manner that eliminates the risk of an SSO into the Intracoastal waterway. This work can only be performed December through February, during overnight hours, when the flows are the lowest, and completed as quickly as possible. DBF shall provide bypass pumping for the wetwell to the plant drain system and/or a nearby empty clarifier. DBF shall submit a



work plan, for approval, prior to proceeding with this work identifying steps that will be taken to prevent an SSO and make the connection to the new force main.

#### **4.3 Project Requirements**

The DBF shall demonstrate good project management practices while working on this Project. These include communication with the (CITY) and others as necessary, management of time and resources, and documentation. The CITY will provide contract administration and technical reviews of all work associated with this Project.

##### **4.3.1 Site Inventory and Evaluation of City's Criteria Confirmation**

1. Site investigations, including but not limited to survey, subsurface utility investigations, geotechnical investigations, environmental engineering, to verify existing conditions if necessary.
2. Preliminary evaluation of proposed site use, material selection, construction systems and equipment and provide recommendations on constructability, time, labor and scheduling factors related to project costs.
3. No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the DBF of its duty to complete the Work as described in this RFP.
4. DBF agrees that the price specified on the Price Proposal Form is based on the DBF's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

##### **4.3.2 Design and Construction Criteria**

The DBF shall provide a complete and thorough technical approach to conducting a design-build pipeline installation operation. The technical proposal should demonstrate a complete understanding of the Project and CITY objectives as well as include how the DBF intends to address the following items:

1. Completion of preliminary design information including topographic survey, geotechnical information, and subsurface utility exploration.
2. Completion of engineering design plans for construction. Final plans must include emergency contact information as required by the CITY.
3. Permitting and installation of final tie-in to the existing force main system at the effluent pumps station. All tie-in installation procedures will be coordinated with the City staff for their approval.
4. The procurement of all permits required for construction and the placement of the pipelines in service from local, state, and federal agencies, including but not limited to, the Florida Department of Transportation, the South Florida Water Management District, Broward County Traffic Operations, Broward County Environmental Protection and Growth Management Department, and the City of Fort Lauderdale. The DBF shall develop strategies, identify primary issues, possible testing requirements and timing.
5. Construction in heavily trafficked areas.
6. Maintenance of operations at the Effluent Pump Station and Injections Wells.
7. Construction of new pipe to existing injection wells.
8. Eisenhower Blvd roadway capacity improvements. (See Broward County Plans, attached herein under Exhibit D)

9. Appropriate Quality Control/Quality Assurance procedures

**4.3.3 Detailed Description**

The technical proposal submitted by the DBF shall demonstrate a comprehension of the following design aspects:

1. Pipe material selection and fabricators.
2. Method of 60" inch pipe installation (subaqueous or dry trench).
3. Control and handling of contaminated groundwater and soil.
4. Above-grade pipe installation.
5. Jack-and-bore or Micro-tunneling pipe installation.
6. Design and installation of thrust restraint systems (restrained joints, piles or piers, thrust blocks, etc.) for all buried and above-grade piping, fittings, valves, etc.
7. Connection of new pipe to existing, in-service utilities including line stop subcontractor services.
8. Electrical work installation.
9. Controls and programming work.
10. Maintenance of traffic
11. Adjustment of existing utilities

**4.3.4 Governing Regulations**

The selected DBF shall provide services in compliance with all regulations and guidelines created by the City of Fort Lauderdale, Broward County Environmental Protection and Growth Management Department, Broward County Health Department, South Florida Water Management District, Florida Department of Environmental Protection, and the Occupational Safety and Health Administration. These regulations and guidelines are to be followed by the selected DBF except where explicitly described in this document. The most recent editions of the following publications must be used for the completion of the Project:

1. Broward County Environmental Protection and Growth Management Department – A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application
2. Florida Building Code
3. South Florida Water Management District – Environmental Resource Permit Information Manual
4. OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations
5. OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations

6. Federal Highway Administration - Manual on Uniform Traffic Control Devices

**4.4 Services and Materials Provided by the City**

The CITY has retained the services of a Design Criteria Engineer (DCE) to provide services during design and to provide construction administration services, as needed. The DCE will provide the services set forth below:

1. Design review services
2. Provide clarifications of the DCP and respond to DCP related Requests for Information.
3. Construction Project Administrator, if/as deemed necessary by the CITY.
4. Submittals and shop drawing review.
5. Construction observation and inspections for CITY, as deemed necessary by the CITY.

**4.5 Existing Underground Utility Information**

There are existing underground utilities in the Project site. Limited information on existing underground utilities within the vicinity of the project area is available. Available Sunshine Design Ticket information are included in **Exhibit F**. Topographic survey of the force main route, which identified above ground and underground utilities with above ground markings to the extent possible within the public right-of-way, meeting the requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17 F.A.C, is included as part of **Exhibit E.2**. Test holes were also performed at select locations along the force main route. The test hole forms are attached as **Exhibit E.3**. The DBF is responsible for confirming the collected information and obtaining details on underground utilities along the project routes.

**4.6 CADD Standards**

All submitted design drawings for the Project shall meet the standards set by the City in the "City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings" (hereinafter referred to as City CADD Standards). The selected DBF will comply with the most recent edition of the City CADD Standards in place at the time of contract execution. Exhibit G includes a copy of the City CADD Standards.

**4.7 Provisions for Utilities, Dewatering, Staging and Parking]**

The selected DBF will be required to pay for all utilities needed for the completion of the Project.

The selected DBF shall only perform dewatering activities after acquiring all applicable permits from regulating agencies with jurisdiction in the Project area. Any dewatering operations performed by the DBF must meet conditions of applicable permits. Any dewatering activities performed by the DBF without proper permits or without meeting permit conditions may result in punitive actions to the DBF by the City and Broward County.

The selected DBF will be responsible for the coordination of parking and staging area with the City prior to mobilization of equipment and crews into the area. Parking and staging areas must remain free of any form of refuse and the removal of any remaining refuse will be the responsibility of the selected DBF.

#### 4.8 Project Meetings

The City shall require meetings throughout the Project which require the participation of the City, selected DBF, all subcontractors, all subconsultants, representatives of governmental agencies with jurisdiction in the Project area, and any others as requested by the City and/or DBF. All meetings shall be held at a central site that is convenient to all parties.

Following the written Notice to Proceed, the DBF shall coordinate with the City to hold a pre-construction meeting. All following meetings shall likewise be organized by the DBF upon instruction from the City. The DBF shall prepare meeting minutes.

#### 4.9 Construction Duration

Time is of the essence for the DBF's performance of the Work. The selected DBF is expected to complete the Project as expeditiously as possible. At minimum, the selected DBF must adhere to the following proposed schedule as set by the City:

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Assumed Notice to Proceed Date	February 1, 2024
Substantial Completion of PROJECT Eisenhower Blvd. SE 20 <sup>th</sup> St. & SE 14 <sup>th</sup> Ave. Wellfield	April 16, 2025 May 5, 2026 July 31, 2026
Final Completion of PROJECT Eisenhower Blvd. SE 20 <sup>th</sup> St. & SE 14 <sup>th</sup> Ave. Wellfield	May 16, 2025 June 5, 2026 August 30, 2026

The DBF shall account for in its schedule, a review period of ten (10) business days by City for each design submittal, including the 60% Design and Final Design, with exception of the 90% Design, which shall require a review period of fifteen (15) business days. The DBF shall also include a review period of ten (10) calendar days by City for all submittals during construction (including schedules, shop drawings, maintenance of traffic plans, and preconstruction videos). Additionally, the DBF shall include the "Allowance for time" in this schedule as required in section 2.3, Bid Allowance/Reimbursable.

Firms proposing a project schedule that exceeds the Construction Time Frames specified or proposes construction activities during the Other Conditions Allowance activity will be considered non-responsible, and those proposals will not be forwarded to the Evaluation Committee for further consideration."

Failure to meet milestones on the above schedule will result in liquidated damages to be paid by the selected DBF as described in the City's general conditions.

The selected DBF is responsible for obtaining all permits needed for the Project. The procurement of permits is critical for the completion of the Project and needs to be in consideration of the selected DBF.

#### **4.10 Permits**

It is the responsibility of the DBF to apply for and obtain all permits as necessary to construct the Project.

**\*\*END OF SECTION 4\*\***



## **SECTION 5 SUBMITTAL REQUIREMENTS**

### **5.1 Instructions**

- 5.1.1** The City uses the City's online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's online strategic sourcing platform. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in the City's online strategic sourcing platform well in advance of their intention to submit a response to ensure familiarity with the use of the City's online strategic sourcing platform. The City shall not be responsible for a proposer's inability to submit a response by the end date and time for any reason, including issues arising from the use of the City's online strategic sourcing platform.

All proposals must be submitted electronically.

- 5.1.2** Careful attention must be given to all requested items contained in this RFP. Consultants are invited to submit responses in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Consultants must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

- 5.1.3** All information submitted by DBF shall be typewritten or provided as otherwise instructed to in the RFP. DBFs shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

- 5.1.4** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.

- 5.1.5** In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, 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 RFP 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

DBF 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 contract if the DBF does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the DBF 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 Contract, 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 Contract, 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.

#### 5.1.6 Submittals

All technical and Price Proposals offers to this RFP, shall be submitted **electronically** via the City's online strategic sourcing platform and will be opened **electronically** via the City's online strategic sourcing platform at the date and time indicated on the solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

The DBF should concisely follow the format set out herein and provide all the information requested:

It is the sole responsibility of the Proposer to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

#### 5.2 Contents of Qualification Statement/Submittals:

The following information and documents are required to be provided with DBF response to this RFP. Failure to do so may deem your proposal non-responsive or non-responsible. The City deems certain documentation and information important in the determination of responsiveness/responsibility, and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The following checklist is not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFP.

##### Table of Contents

**5.2.1 Proposal Contact Person Information**

Indicate which firm/company is the Lead Design-Builder whose signature grants authority to bind submitter to the provisions of this RFP.

Identify the following:

- Legal name of proposer(s)
- Federal employee identification (FEIN) number
- Mailing address City State Zip
- Contact person's name
- Title
- Email address
- Phone number
- Fax number

Any firm/company qualifying as a minority entity to this RFP should also be identified in the same manner. If there are multiple firms proposed as one team, each firm must be identified.

**5.2.2 Qualifications of The Firm**

**5.2.2.1 Minimum Qualifications**

The Proposer shall have the following Minimum Qualifications to be considered eligible to submit a proposal in response to this Solicitation. It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below.

A Proposer not meeting all of the following criteria will have its Proposal rejected:

- The Contractor shall have previous experience in constructing large diameter pipe utilizing open cut and trenchless installation, including equipment and force main pipe installation and testing within the last ten (10) years. Bidder shall submit proof of permitting and construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.
- The Proposer shall provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds to cover a minimum amount of \$5,000,000.00.

**Licensure**

- The Proposer shall be licensed as a General Contractor or Underground Utility Contractor in the State of Florida at the time of submittal of its RFP and shall maintain licensure for the duration of the Design-Build Contract.

- The Proposer's Engineer shall be licensed as a Professional Engineer in the State of Florida and shall maintain licensure for the duration of the Design-Build Contract.

### **Business Structure**

- Provide a brief introduction narrative letter highlighting the qualifications of the firm in providing the professional services as it relates specifically to the Project;
- Corporations, Joint Ventures, LLC or Partnerships – submit a copy indicating when the corporation was organized as a legal entity in the State of Florida, corporation number;
- Any firm(s) involved in a joint venture in this Proposal will be evaluated individually. An executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active State of Florida professional licenses, including professional engineers, State of Florida certifications; State of Florida certified general contractors license with unlimited building classification, held by the Firm under Florida Law to provide the required services;
- Names of Key Personnel and Role in this project;
  - Name, title, name of firm, phone number, fax number, and email;

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

### **Firm's Workload**

For the prime DBF, or in the case of a Joint Venture (JV), list all completed and active projects that DBF or JV has managed within the past five (5) years. In addition, list all projected projects and dollar value that DBF or JV will be working on in the near future.

Projected projects will be defined as a project(s) that DBF or JV has been awarded a contract, but the Notice to Proceed has not been issued. Identify any projects that DBF or JV is working on concurrently and dollar value of remaining work. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt with or will deal with the projects' challenges.

### **Joint Ventures**

If applicant is a joint venture, provide a copy of the joint venture agreement that was filed with the State of Florida. All applicants must comply with Chapter 489 Florida Statutes, as well as the Florida Administrative Code **prior to the proposal submission.**

### **Financials**



Each page of the financial documents provided should be marked "Confidential" and submitted in a separate envelope;

- List total annual billings for each of the past three (3) calendar years;
- The DBF or JV, each JV member, will furnish annual audited financial reports for the three (3) most recent full financial years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. Each page of the financial documents provided should be marked "Confidential". Quick Ratio (liquidity ratio that measures the level of the most liquid current assets available to cover current liabilities) with a minimum value of 1.0 is preferred. Complete balance sheets and income statements must be included. Data provided for parent or child entities related to the applicant firm in lieu of the applicant's data shall not be reviewed, and at the discretion of the City may be considered non-responsive.

#### **Firm's Past Experience**

Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City.

- Title of example project;
- Location of example project;
- Client name/owner's representative name, address, phone number, and email;
- Date project started and completed or is anticipated to be completed; Point of contact name and organization which contracted the service who is very familiar with the project and the firm's performance and phone number and email;
- Brief description of Project relevance to this contract;
  - Original budget vs. Final cost
  - Principal elements and special features of the project.
  - Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
  - Present status of project.

#### **Key Personnel**

The DBF shall provide a maximum of seven (7) resumes of the key staff to be assigned to perform the Work. The resumes provided shall identify the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialist, Project Health and Safety Manager. These Primary positions shall only serve in one (1) role.

**NOTE:** The Project Manager must be an employee of the DBF or JV submitting the Proposal and not a Subconsultant or not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless DBF/JV receives prior approval by the City Project Manager to use a backup Team Member.

Provide an organization chart for proposed Team Member key personnel staff, including subconsultants and subcontractors.

**Concerning Subconsultants, suppliers, and Others**

The amount of work that is sublet by the DBF, including Joint Ventures, shall be limited by the condition that the DBF, or in the case of a Joint Ventures, 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.

**Safety**

Most recent Experience Modification Rate (EMR) (provided on letterhead from current insurance provider) not greater than 1.0; Five-year average OSHA Total Recordable Incident Rates (TRIR) of less than 3.4; Five-year average OSHA Days Away, Restricted or Transferred (DART) Rate of less than 2.1; and Five-year average OSHA Days Away from Work Case (DAWC) rate of less than 1.0.

**5.2.3 Qualifications of The Team**

The DBF must identify all design and construction disciplines and specialty consultants that the DBF intends to employ in the design and construction of this Project.

- Name and title of each proposed team member;
- Years' of experience;
- Area of responsibility;
- Firm name and location;
- Education – provide information on the highest relevant academic degree(s) received and areas of specialization;
- Current professional registration; license(s)
- Provide information on any other professional qualifications relating to this team member such as publications, organizational memberships, certifications, training, awards, and foreign language capabilities;

For each key personnel, a minimum of three (3) alternate delivery projects on which they held a key delivery role should be included. Resumes should clearly identify and describe the role of the Key Personnel, in each project listed. Resumes shall also identify any specialty or technical process expertise. **Resumes shall not be more than two (2) pages each on 8.5" x 11" sized paper. No more than seven (7) resumes should be submitted.**

**Sub-consultant(s)**

DBF must clearly reflect in its Proposal any Sub-consultant including but not limited to the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialists, Project Health and Safety Manager (collectively, the "Team Members"), proposed to be utilized along with a summary of their background and qualifications, including but not limited to name of the sub-consultant, location of place of business, service(s) the sub-consultant will provide, license (if applicable), two (2) sub-consultant references, ownership, education, and experience. These primary positions shall

only serve in one (1) role. The City retains the right to accept or reject any sub-consultant proposed.

#### **5.2.4 Project Manager's Experience**

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers overseeing the design and construction for the City. Individual(s) must have a minimum of five (5) years' experience in required discipline and have served as project manager on a minimum of three (3) previous occasions. Include their related work experience and qualification and copies of active licenses and certifications. Include the length of tenure with Firm.

All proposed team Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.

#### **Example Projects**

- Illustrate proposed team member's qualifications preferably where multiple team members worked together in the past five (5) years on similar projects. including projects that involve design, permitting, and construction including:
  - Title and location of project
  - Year started and completed
  - Project owner, point of contact, point of contact phone number, and email
  - Initial cost of project and actual cost at completion
  - Brief description of project and relevance to this project.
- Provide organizational chart of proposed team:
  - Indicate names and titles of all team members and the firm they are associated with.
- Resumes of key team members proposed for this project.

#### **5.2.5 Project Methodology and Approach**

- Provide a statement of the firm's understanding of the Project and methodology and approach to managing the Project. Include a plan for completing the specified work including ability to meet time and budget requirements;
- Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the work in a timely manner without sacrificing quality. Include the maintainability of the water main and force main;
- Describe approach to minimizing impact to surrounding neighbors, businesses, and travelling public;
- Describe approach for minimizing lane closures, lanes reductions, maintenance of traffic (MOT) plan, and reducing traffic impacts;
- Describe means and methods for expediting project schedule;

- Provide information on your firm's current workload and how this Project will fit into your workload;
- Describe available facilities, technological capabilities and other available resources you offer for the project.

#### **5.2.6 References**

The DBF shall have previous experience in the design, permitting, construction aspects of the project as described in this RFP, constructing large diameter pipe utilizing open cut and trenchless installation, including equipment and force main pipe installation and testing in the State of Florida within the last ten (10) years.

DBF shall submit proof of design, permitting, and construction experience for a minimum of three (3) projects or any information they deem appropriate for evaluation of past performance with projects similar in scope and scale (or larger) to the one under consideration; and shall, for each project listed, including but not limited to:

- Client Name, address, contact person telephone, fax numbers, and email addresses.
- Project name and overall scope.
- Dates of construction.
- Description of work that was self-performed.
- Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
- Total cost of the construction, estimated and actual.

The DBF shall be responsible for verifying reference contact name, phone number, email addresses, and contact place of employment, submitted as proof of project experience.

**Note:** Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well.

Proposer shall mark any pages of the submittal it considers proprietary or confidential accordingly. Proposer shall state what proprietary or confidential governing law the Proposer is claiming such relief. Information will be treated as such by the City; provided, however, that the City cannot ensure that this information would not be subject to release pursuant to a public disclosure request. If a request for such information is received, the City will promptly notify the Proposer of such request and it shall be the Proposer's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the party requesting the public records.

#### **5.2.7 Price Proposal Form**

Proposer must submit the Price Proposal Form included in this RFP. In addition to submitting the required Price Proposal Form, the Proposer must include a separate Schedule of Values for each phase or task of work. This Schedule of Values and Price Proposal form shall also be submitted in electronic Microsoft Excel format

with detailed breakouts of pricing and supporting calculations and organizational structure. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the design-build project. The price proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the design-builder's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

**5.2.8 Contract Forms**

All contract forms must be completed (with all blanks filled in)

**a. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage

**b. Prime DBF Identification**

**c. Trench Safety**

**d. Local Business Preference Certification [Not Applicable]**

**e. Disadvantaged Business Enterprise Preference Certification [Not Applicable]**

**f. Non-Collusion Statement**

**g. Non-Discrimination Certification Form**

**h. E-Verify Affirmation Statement**

**i. Proposal Bond**

**j. Proposal Certification**

- 5.3** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**\*\*END OF SECTION 5\*\***



## SECTION 6 EVALUATION AND SELECTION CRITERIA

### 6.1 Evaluation Criteria and Scoring (100 Percentage)

Design-Build Team's responses to this RFP will be evaluated and ranked by an RFP Evaluation Committee. Submittals shall be evaluated based upon the information and references contained in the proposals as submitted.

CRITERIA	PERCENTAGE
Qualifications of the Firm & the Team	25
Project Methodology & Approach	40
Price Proposal	30
References & Previous Experience	5
<b>TOTAL</b>	<b>100</b>

### 6.2 EVALUATION PROCEDURE

#### **Committee**

Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three (3) members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the Proposals as submitted. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

#### **Scoring and Ranking**

The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm as number 2, and so on. The lowest final ranking score will determine the recommendation by the evaluation committee to the City Manager.

#### **Clarification**

During the evaluation process, the City has the right to require any clarification it needs in order to understand the DBF's view and approach to the project scope of the work. Any clarifications to the Proposal made before executing the contract will become part of the final DBF contract.

#### **Negotiations**

The City Manager or designee reserves the right to conduct contract negotiations with the selected responsible, responsive DBF. If successful, the DBF and City will enter into a contract for the work. All proposers are considered fully informed as to the intentions of the City regarding the timeframe to prepare and complete contract negotiations.

If the City is unable to negotiate a satisfactory design-build contract with the design-build firm considered to be the most qualified, negotiations with that design-build firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new RFP may be undertaken.

The City may withdraw this RFP, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous to the City.

**Consult Design Criteria Professional**

The City shall consult with the design criteria professional who prepared the package concerning evaluation of the proposals, approval of detail work and drawings for the project and compliance of project construction with the package.

**Award**

The City reserves the right to award a contract to that DBF which will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process and any informality in any proposal and to reject any or all proposals. The City reserves the right to reduce or delete any of the proposal items.

Upon award of a Contract, in accordance with Florida Statutes, by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

At time of award of contract, the City reserves the right to set a guaranteed maximum price limit that may be expended on this project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit.

**Exceptions**

Any proposer that objects to any element of the solicitation documents including but not limited to the RFP, DCP, drawings, construction time frame, sample agreement, general terms and conditions, etc. should state those objections in the submittal.

**\*\*END OF SECTION 6\*\***

**SECTION 7**  
**APPENDIX ATTACHMENTS**

A) Design Criteria Package (DCP)

**\*\*END OF SECTION 7\*\***



CITY OF FORT LAUDERDALE

**SECTION 8  
PRICE PROPOSAL FORM**

**Design Build Services for George T. Lohmeyer Wastewater Treatment  
Plant Force Main Replacement.**

**DESIGN**

- |                                |                 |
|--------------------------------|-----------------|
| 1. Design Development          | \$ _____        |
| 2. Construction Administration | \$ _____        |
| <b>SUB-TOTAL DESIGN COSTS</b>  | <b>\$ _____</b> |

**CONSTRUCTION**

**GENERAL**

- |                                |          |
|--------------------------------|----------|
| 3. Mobilization/Demobilization | \$ _____ |
| 4. Bond/Insurance              | \$ _____ |
| 5. Maintenance of Traffic      | \$ _____ |
| 6. Site Restoration            | \$ _____ |

**EFFLUENT FORCEMAIN**

- |                                                                                   |          |
|-----------------------------------------------------------------------------------|----------|
| 7. 60-Inch Pipe – Open Cut - from GTL to SE 20 <sup>th</sup> St.                  | \$ _____ |
| 8. Jack-n-Bore under Eisenhower                                                   | \$ _____ |
| 9. 60-Inch Pipe – Open Cut - SE 20 <sup>th</sup> St. and SE 14 <sup>th</sup> Ave. | \$ _____ |
| 10. Wellfield pipe install and connections                                        | \$ _____ |

***EISENHOWER CAPACITY IMPROVEMENTS (Broward County Plans)***

11. Removal of existing asphalt and concrete	\$ _____
12. New asphalt, curbs, gutters, inlets, separators	\$ _____
13. Mill and Overlay	\$ _____
14. Storm drainage	\$ _____
15. Sod and irrigation	\$ _____
16. Electrical	\$ _____
17. Traffic Loops and Sensors	\$ _____
18. Overhead Static Sign Structures	\$ _____
19. Thermoplastic, pavement markers	\$ _____
20. Signage	\$ _____
<b>SUBTOTAL CONSTRUCTION COSTS</b>	<b>\$ _____</b>

**PERMIT ALLOWANCE**

21. Permit Fee	<b><u>\$1,700,000</u></b>
22. Owner Contingency	<b><u>\$2,250,000</u></b>

**TOTAL PROPSAL – Design, Construction, and Permit Allowance Costs (proposed “Contract Price”)**

TOTAL PROPOSAL – Design, Construction, and Permit Allowance Costs (proposed “Contract Price”). Enter this figure in the Item Response Form, to indicate your total price.

\_\_\_\_\_  
 (AMOUNT IN WORDS)

\$ \_\_\_\_\_  
 (AMOUNT IN FIGURES)

- The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances,

etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Typed or printed)

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

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

Address: \_\_\_\_\_

[State] Contractor's License No.: \_\_\_\_\_

Contractor's License Class: \_\_\_\_\_



**CONSTRUCTION BID CERTIFICATION**

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

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

Company: (Legal Registration)

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.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>

**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>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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

**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.

<input type="text"/>
<input type="text"/>
<input type="text"/>

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?

**REFERENCES**

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:



### **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

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

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

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

#### **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 City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**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:

<b>Trench Safety Measure (Description)</b>	<b>Units of Measure (LF/SF)</b>	<b>Unit (Quantity)</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
A.				
B.				
C.				
D.				
<b>Total:</b>				

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:



### **E-VERIFY AFFIRMATION STATEMENT**

Solicitation/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: \_\_\_\_\_

CITY OF FORT LAUDERDALE  
CONTRACT

RFP/EVENT NO. 103

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

Project No. 12387

DESCRIPTION
CONTRACTOR
AMOUNT
COMMISSION APPROVAL DATE

AGREEMENT

Between

CITY OF FORT LAUDERDALE

And

**VENDOR**

for

DESIGN/BUILD SERVICES FOR

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

Project No. 12387

REQUEST FOR PROPOSAL NO. 103

Sample Agreement

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and **VENDOR., a XXXX** Corporation authorized to transact business in Florida, its successors and assigns, hereinafter referred to as "DESIGN/BUILD FIRM," or collectively the "Party" or "Parties."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and DESIGN/BUILD FIRM agree as follows:

## ARTICLE 1- DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the Parties.

**Agreement** - This document, inclusive and including all exhibits and documents that are expressly incorporated by reference.

**Applicable Laws** - All federal, state, county, and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Project and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws may be amended from time to time to perform the Work.

**Change Order** - A written document ordering a change in the Not To Exceed Guaranteed Maximum Price or Contract Time or a material change in the Work.

**CITY** - The CITY (or Owner) shall mean the City of Fort Lauderdale, a Florida municipal corporation, having its principal offices at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, which is a Party hereto and/or for which this Agreement is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the CITY's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Agreement.

**CITY Commission** - CITY Commission shall mean the governing and legislative body of the CITY.

**CITY Manager** - CITY Manager shall mean the Chief Administrative Officer of the CITY.

**Construction Documents Phase** - The phase in which DESIGN/BUILD FIRM will consult with Project Manager and prepare the Construction Documents for the Project, based upon the information provided in the Design Criteria Package (DCP), for review and approval of the CITY (including, without limitation, any and all applicable CITY departments) and any applicable regulatory agencies.

**Construction Manager** - The Construction Manager is the authorized individual or firm which is the representative of the DESIGN/BUILD FIRM, who/which will administer/manage the construction effort on behalf of the DESIGN/BUILD FIRM.



**Construction Phase** - The phase which constitutes DESIGN/BUILD FIRM's administration of the construction of the Project and all activities necessary for the completion of the Project.

**Consultant** - The person or entity who is a registered architect, professional engineer, professional land surveyor, and/or registered landscape architect having a contract with DESIGN/BUILD FIRM to provide professional services for the design of the Project, and who is licensed by the State of Florida to provide said services.

**Contract Documents** - This Agreement, as approved by the Mayor and CITY Commission and its exhibits, attachments and forms, any addenda, performance bond and payment bond, plans and specifications (as approved and permitted) as prepared by the DESIGN/BUILD FIRM in accordance with the information provided in the DCP, Notice of Award, Notice(s) to Proceed, and any and all agreed upon contract and/or design modifications, including but not limited to change orders; Project schedule; a schedule of values, and any additional documents the submission of which is required by this Agreement. When reference is made in the Contract Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current or adopted edition of such publication or standard including revision and effect on the date of the issuance of all applicable permits.

**Contract Time** - The time between the Project Initiation Date specified in the Notice to Proceed and final completion, including any milestone dates thereof, established in the Agreement, as may be amended by Change Order.

**Contract Price** - The Not to Exceed Guaranteed Maximum Price agreed to between DESIGN/BUILD FIRM and the CITY. The Contract Price is not subject to increase, except as expressly allowed within the Contract Documents.

**Design/Build Firm - VENDOR.**, its successors and assigns, is the DESIGN/BUILD FIRM selected to perform the Work pursuant to this Agreement, and is the person, firm or corporation liable for the acceptable performance of, and payment of, all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN/BUILD FIRM shall be deemed to be a reference to DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM will be responsible for the provision, installation, and performance of all equipment, materials, services and Work. The DESIGN/BUILD FIRM is in no way relieved of the responsibility for the performance of all equipment furnished.

**Design Criteria Package (DCP)** - DCP shall mean those certain conceptual plans and specifications and performance-oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

**Design Criteria Professional** - Design Criteria Professional shall mean the individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who/which is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes, and in connection with the preparation of the DCP who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the DCP.

**Field Order or Supplemental Instruction** - A written order for minor changes or interpretations of the Contract Documents, but which does not involve a change in the Not To Exceed Price or Contract Time.

**Final Completion** - The date certified by the Project Manager that all conditions of the permits and regulatory agencies have been met; all construction, including corrective and punch list work, has been performed and accepted by the CITY; all administrative requirements of the Contract Documents have been completed; and CITY has received from DESIGN/BUILD FIRM all necessary documentation, as deemed required by the CITY including, but not limited to, the following: all final releases of liens, consent of surety, release of claims by DESIGN/BUILD FIRM, correct as-built drawings, a final bill of materials, executed final adjusted Change Orders, final invoice, copies of pertinent test results, correspondence, warranties, guarantees, operational manuals, spare parts, service contracts and tools.

**NOT TO EXCEED PRICE (NTE)** - THE MUTUALLY AGREED UPON CONTRACT PRICE TO BE PAID OF XXXXXXX TO THE DESIGN/BUILD FIRM, AND THAT THE DESIGN/BUILD FIRM GUARANTEES NOT TO EXCEED, FOR ALL LABOR, EQUIPMENT, AND MATERIALS TO DESIGN, PERMITS (AS REQUIRED BY THE CONTRACT DOCUMENTS), ADMINISTER, COORDINATE, INSPECT, CONSTRUCT AND INSTALL THE PROJECT WITHIN THE CONTRACT TIME. THE DOLLAR AMOUNT SHALL INCLUDE, BUT NOT BE LIMITED TO ALL PROFIT, OVERHEAD, ON-SITE AND OFF-SITE CONDITIONS (KNOWN AND UNKNOWN) AND ADMINISTRATIVE COSTS. THE NOT TO EXCEED GUARANTEED MAXIMUM PRICE IS NOT SUBJECT TO INCREASE EXCEPT AS EXPRESSLY ALLOWED.

**Holidays** - Those designated non-work days as established by the CITY Commission of the CITY of Fort Lauderdale.

**Notice to Proceed** - One or more written notice(s) to DESIGN/BUILD FIRM issued by the Project Manager authorizing the commencement of specified Work.

**Owners Representative** - The individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who/which is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes, and who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the requirements of this Agreement.

**Plans and Specifications** - The official graphic representations of the Project as prepared, signed and sealed by Architect/Engineer and which, upon written approval of CITY, shall become a part of the Contract Documents.

**Project** - The design/construction project described in the Contract Documents.

**Project Manager/Contract Administrator** - 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. The Term Project Manager and Contract Administrator are used interchangeably.

**Punch List** - The CITY's list of Work yet to be done or be corrected by the DESIGN/BUILD FIRM before the final completion date can be determined by the CITY.

**Shop Drawings** - Drawings, diagrams and schedules, and other data specially prepared by the DESIGN/BUILD FIRM or its subcontractors, sub-subcontractors, manufacturer, supplier or distributor to illustrate some portion of the Work.

**Substantial Completion** - The date, as certified by the Project Manager that all conditions of the permits and regulatory agencies have been met for the CITY's stated use of the Project, and all construction has been performed therein in accordance with the Contract Documents so CITY can beneficially enjoy, use or occupy and can operate it in all respects for its intended purpose.

**Surety** - The surety company or individual which is bound by the performance bond and payment bond with and for DESIGN/BUILD FIRM, who is primarily liable, and which surety company or individual is responsible for DESIGN/BUILD FIRM's acceptable performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

**Work** - The totality of the obligations, including design, permitting, governmental entitlements, site plan approvals and construction and all other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided to or to be provided by DESIGN/BUILD FIRM to fulfill its obligations.

## ARTICLE 2 - GENERAL PROVISIONS

- 2.1 DESIGN/BUILD FIRM hereby agrees to furnish all of the labor, materials, equipment, Work, services and incidentals necessary to complete the Project, in accordance with the Contract Documents, within the Contract Time and for the Not to Exceed Guaranteed Maximum Price.
- 2.2 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM accepts the relationship of trust and confidence established between it and the CITY by this Agreement. The DESIGN/BUILD FIRM warrants and represents to CITY that it will furnish its best skill and judgment in performing the Work, and shall always act to further the interest of the CITY in the expeditious completion of the Project at the lowest cost to the CITY, and in strict accordance with the Contract Documents and prudent and customary construction practices.
- 2.3 By signing this Agreement, the DESIGN/BUILD FIRM accepts a fiduciary duty with the CITY and warrants and represents to the CITY that the DESIGN/BUILD FIRM: (a) has all licenses and certifications required by applicable laws; (b) is experienced in all aspects of pre-construction and construction planning for projects similar to the Project; (c) will act in the CITY's highest and best interests in performing the Work; and (d) that no employees or affiliates of the DESIGN/BUILD FIRM, including all Consultants, any sub-consultants, subcontractors, and suppliers, at any tier, have been convicted of a public entity crime, fraud, theft, and/or a property damage crime within the preceding thirty-six (36) months from the time this Agreement is executed, as required pursuant to Section 287.133, Florida Statutes.
- 2.4 Intention of Contract Documents: It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed in accordance with the Contract Documents. Any Work, design, construction, other professional services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the DESIGN/BUILD FIRM, whether or not

specifically called for by the Contract Documents. When words, which have a well-known technical or trade meaning are used to describe Work, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of permit issuance. CITY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

- 2.5 DESIGN/BUILD FIRM shall plan, record, and update, at least monthly, the design and construction schedule of the Project. The Project Schedule shall indicate the dates for the commencement and completion of the various stages of design and construction and shall be revised at least monthly and as required by the conditions of the Work. The Project Schedule shall encompass all of the work of all professions and trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. DESIGN/BUILD FIRM shall be responsible to have available to it all materials, supplies, and appropriate personnel, trades, etc., necessary to complete the Work in accordance with the Project Schedule.

### **ARTICLE 3 - PROJECT MANAGER**

- 3.1 The Project Manager is hereby designated by the CITY as XXXXXXXX, Project Manager whose address is XXXXXXXXXXXXXXXXXXXX. The Project Manager will assume all duties and responsibilities and will have the rights and authority 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**

- 4.1 The Contract Documents shall be followed as to Work, materials and dimensions except with the Project Manager may authorize, in his/her sole discretion, and in writing, an exception.
- 4.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Consultant, with concurrent written notice to Contract Administrator/ Project Manager. DESIGN/BUILD FIRM shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Consultant, with concurrent written notice to Project Manager.
- 4.3 DESIGN/BUILD FIRM shall maintain two (2) copies of the Contract Documents, one of which shall be preserved and always kept accessible at the site for the Project Manager, and/or authorized representatives.
- 4.4 The Contract Documents shall have the following order of precedence, beginning with the most important:
- A. This Agreement (Contract) and all exhibits, addendums, and amendments thereto;
  - B. Change Orders (to the extent permitted under this Agreement);
  - C. The Specifications, as approved and permitted;
  - D. The Plans, as approved and permitted;

- E. All other information provided in the DCP;
- F. CPM Project Schedule and Schedule of Values; and
- G. DESIGN/BUILD FIRM's response to the CITY's request;

## **ARTICLE 5 - SCOPE OF WORK**

DESIGN/BUILD FIRM agrees to complete the Project generally described as Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement, Project No. 12387, (RFP) NO. 103, submitted by the **DESIGN/BUILD FIRM**, to provide design-build services for the TITLE (Project).

The work to be accomplished under this contract includes, but is not limited to, design, permitting, construction, testing, and start-up of a new 60" effluent force main. The purpose of this project is to provide a redundant effluent force main from the GTL WWTP to the City's Injection Wells site, the majority of which is in Broward County right-of-way (ROW) within Port Everglades boundaries. Broward County operations at Port Everglades and the Convention Center shall continue uninterrupted during the construction of this Project, as outlined in the bid documents.

The Project shall be construed in accordance with the requirements and provisions of said Contract Documents and for the Not to Exceed Guaranteed Maximum Price.

- 5.1 DESIGN/BUILD FIRM agrees to meet with the Project Manager or his/her respective designees at reasonable times and with reasonable notice.
- 5.2 Prior to the Final Completion of construction services under this Agreement, and as a condition precedent to final payment, there shall be established a record set of plans on reproducible vellum and a record set of Specifications, both of which shall bear the written approvals of the DESIGN/BUILD FIRM and the CITY's Project Manager. Such approval shall be indicated by the written signature of both Parties. In addition, there shall be established electronic copies on USB drives of the record set plans, non-compressed, formatted in the latest version of AutoCAD and of the record set of Specifications.
- 5.3 DESIGN/BUILD FIRM herein represents that Construction Manager, at a minimum, will provide the following services:
  - 5.3.1 At least five (5) days prior to the commencement of the construction phase of the Project, the DESIGN/BUILD FIRM will identify and provide the qualifications of a suitably qualified and experienced Construction Manager, approved by the CITY, who will be on site full time at the Project. No more than twenty percent (20%) of the proposed team can be changed and such change will require CITY approval.
  - 5.3.2 DESIGN/BUILD FIRM will use reasonable efforts to have the same Construction Manager on the Project, full time, to its conclusion, and any new representative will first be approved in writing by Project Manager before permanent assignment. Approval shall not be unreasonably withheld.
  - 5.3.3 The Construction Manager will conduct weekly meetings with the DESIGN/BUILD FIRM and its subcontractors at regular times, as previously agreed upon and approved by the Project Manager and shall issue weekly reports

on the progress of the Work and the minutes of the previous meeting.

- 5.3.4 The Construction Manager will administer the DESIGN/BUILD FIRM's Work.
  - 5.3.5 The Construction Manager shall coordinate the processing of shop drawings and material submittals.
  - 5.3.6 The Construction Manager will achieve satisfactory performance by DESIGN/BUILD FIRM and, if required, will require corrections to DESIGN/BUILD Firm's Work including, but not limited to, maintaining punch lists and observing testing.
  - 5.3.7 The Construction Manager will monitor the cost of the Project, including payment applications and the preparation thereof.
  - 5.3.8 The Construction Manager will assist in the preparation of record drawings and shall transmit to the Consultant requests for additional information concerning the design. In addition, the Project Manager shall be copied on these requests for monitoring purposes.
  - 5.3.9 The Construction Manager will observe testing, start-up activities, and commissioning of project scope as described in the DCP.
  - 5.4.10 The Construction Manager will secure all equipment brochures and warranties from the DESIGN/BUILD FIRM.
  - 5.4.11 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.
- 5.4 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide the following services:
- 5.4.1 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.
  - 5.4.2 Consultant shall design the Project so as to comply with Applicable Laws.
  - 5.4.3 Consultant shall prepare the Plans and Specifications, as well as obtain all required and necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.
  - 5.4.4 Consultant shall also submit the Plans and Specifications to the Owners Representative, with a copy to Project Manager, for his/her review and written approval. Owners Representative shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Owners Representative's approval of the Plans and Specifications shall not constitute acceptance of any design work which does not comply with Applicable Laws, information provided in the DCP, and/or with the terms of this Agreement. Except as provided herein, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Owners Representative shall constitute a representation by the Owners Representative that the Project, if



constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM subcontractors and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.

- 5.4.5 Consultant shall prepare construction change directives, if necessary, at no additional cost to the CITY, and authorize minor changes in the Work, as provided in the Contract Documents.
- 5.4.6 Consultant shall receive and review for compliance with the Contract Documents, all written warranties and related documents required hereby to be assembled upon substantial completion and issue applications for payment performed in compliance with the requirements of the Contract Documents.
- 5.5 The approved and permitted Plans and Specifications shall constitute a representation by Consultant to CITY that the Project, if construed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM, sub-contractors, and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.
- 5.6 Project Manager will provide the following services:
  - 5.6.1 The Project Manager shall review applications for payment and coordinate the processing thereof with the CITY.
  - 5.6.2 The Project Manager shall monitor the schedule(s).
  - 5.6.3 The Project Manager shall track, log and review all required Project related documents and subsequently address any and all concerns with DESIGN/BUILD FIRM.
  - 5.6.4 The Project Manager shall review and observe the Work and testing thereof for conformance and compliance with the requirements of the Contract Documents.
  - 5.6.5 The Project Manager shall attend all required meetings and maintain and distribute meeting minutes.
  - 5.6.6 At all times, the Project Manager will act as liaison between the Parties to this Agreement, and the CITY's Project Manager.

#### **ARTICLE 6 - CONTRACT TIME AND COMPLETION DATE**

- 6.1 Time is of the essence for the DESIGN/BUILD FIRM's performance of the Work pursuant to this Agreement. The DESIGN/BUILD FIRM agrees to complete the Work in accordance

with the approved and accepted Project Schedule and to achieve substantial completion of the Work, in accordance with this Agreement, and within the Contract Time. The DESIGN/BUILD FIRM acknowledges that failure to achieve substantial completion will result in substantial damages to the CITY, such as loss of beneficial use and/or occupancy of the Project.

- 6.2 DESIGN/BUILD FIRM shall be instructed to execute the Agreement immediately. DESIGN/BUILD FIRM shall immediately commence scheduling activities, permit applications and other preconstruction Work after the Notice to Proceed.
- 6.3 The DESIGN/BUILD FIRM shall complete the Construction Documents Phase.
- 6.4 The DESIGN/BUILD FIRM shall meet the following construction duration:

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Assumed Notice to Proceed Date	XXX
Substantial Completion of PROJECT	XXX
Final Completion of PROJECT	XXX

#### ARTICLE 7 - LIQUIDATED DAMAGES

- 7.1 Failure of the DESIGN/BUILD FIRM to substantially complete the Project in accordance with Section 6.4 above, or meet any of the milestones as indicated in Section 6.4 above and/or as indicated in the Project Criteria Package, DESIGN/BUILD FIRM shall pay to the CITY the sum of **five thousand (\$5,000)** for each calendar day that the completion of the Work is delayed beyond the time after the time specified in Article 6 Section 6.4 above (plus any approved time extensions at the sole discretion of the CITY) that DESIGN/BUILD FIRM fails to meet time specified in Section 6.4 above.
- 7.2 The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DESIGN/BUILD FIRM.
- 7.3 DESIGN/BUILD FIRM and CITY HEREBY MUTUALLY AGREE AND ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES AMOUNT SET FORTH HEREIN are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby 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 said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Contract on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.
- 7.4 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 DESIGN/BUILD FIRM the amount of liquidated damages, and if the amount retained by the CITY is insufficient to pay in full such liquidated damages, the DESIGN/BUILD FIRM shall pay all liquidated damages in full. The DESIGN/BUILD FIRM shall be responsible for reimbursing the CITY, in addition to liquidated damages or other damages for delay, for all costs of engineering

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 DESIGN/BUILD FIRM whichever is later.

- 7.5 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Agreement or as much thereof as CITY may, in its sole discretion, deem just and reasonable.

## **ARTICLE 8 - CHANGE OF THE CONTRACT TIME**

- 8.1 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.
- 8.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the DESIGN/BUILD FIRM if a claim is made there for as provided in paragraph 8.1. Such delays shall include but not be limited to, acts or neglect by the CITY, or to fires, floods, labor disputes, abnormal weather conditions, or acts of God.
- 8.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article shall not exclude recovery for damages for delay by the DESIGN/BUILD FIRM.
- 8.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with DESIGN/BUILD FIRM shall not give rise to a claim by the DESIGN/BUILD FIRM for damages for increases in material and/or labor costs.

## **ARTICLE 9 - CONTRACT PRICE (NOT TO EXCEED PRICE) AND METHOD OF PAYMENT**

- 9.1 The Contract Price is the Not To Exceed Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and the CITY under this Agreement, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by Change Order.
- 9.2 The Contract Price for the Project, which is also the Not to Exceed Guaranteed Maximum Price is **XXXXXXXX**. This includes bonds, allowances and material change with the exception of permit fees. The CITY will reimburse actual cost of permit(s) upon submission of paid permit receipts.

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- 9.3 In the event that the DESIGN/BUILD FIRM's total approved expenditures for the Project

exceed the Not To Exceed Price Guaranteed Maximum Price, the DESIGN/BUILD FIRM shall pay such excess from its own funds. CITY shall not be required to pay any amount that exceeds the Not To Exceed Guaranteed Maximum Price and the DESIGN/BUILD FIRM shall have no claim against the CITY on account thereof.

#### 9.4 METHOD OF BILLING AND PAYMENT

- 9.4.1 During the Construction Documents Phase, DESIGN/BUILD FIRM may submit a request for payment monthly based upon percentage of completion of the (final construction) Plans and Specifications. During the Construction Phase, DESIGN/BUILD FIRM may submit a request for payment thirty (30) calendar days after beginning field operations, subject to the Notice to Proceed, and every thirty (30) calendar days thereafter. Payment during the Construction Phase will be based upon percentage of work completed for each item in the approved Schedule of Values. DESIGN/BUILD FIRM's requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Project Manager.

At a minimum, the requisition for payment shall be accompanied by a completed certification of Work; consent of surety in the applicable amount; list of subcontractors that performed Work during the payment application period being submitted; releases of liens from the DESIGN/BUILD FIRM for the previous period being billed; releases of liens from subcontractors that have performed Work during the previous billing period unless payment for the previous period has not been received by the DESIGN/BUILD FIRM; aerials and photographs of the areas of Work for the applicable billing period; an accepted, updated Project Schedule (as approved); and back up for all items being billed. The certification of Work will mean compliance by DESIGN/BUILD FIRM with the approved Project Schedule; that as-built drawings of improvements are current for the prior period; and Applicable Laws are being met and complied with. Each requisition for payment shall be submitted to the Project Manager for approval. Payment for Work performed will be made in accordance with the Florida Prompt Payment Act, Sections 255.0705 - 255.078, Florida Statutes, but not more frequently than once a month. The Contract Administrator shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule, as indicated in the Project Schedule, DESIGN/BUILD FIRM shall include a written plan demonstrating how the Final Completion date shall be maintained.

Material purchases can be invoiced to the CITY, upon receipt of invoice and documentation of order placement must be accompanied by a bill of sale from the manufacturer or supplier. The CITY will endeavor to pay material invoices earlier, albeit not later than thirty (30) days of receipt of a valid invoice. Any invoices that are not considered valid will be returned immediately for correction or additional documentation. No more than eight percent (8%) contractor's mark-up will be allowed for materials.

- 9.4.2 CITY agrees that it will pay DESIGN/BUILD FIRM in accordance with the Florida Prompt Payment Act, within thirty (30) calendar days of receipt of DESIGN/BUILD FIRM's proper requisition for payment, as provided above.

9.4.2.1 CITY will review DESIGN/BUILD FIRM's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform DESIGN/BUILD FIRM within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by DESIGN/BUILD FIRM to CITY.

9.4.2.2 Payments are scheduled to be made by CITY to DESIGN/BUILD FIRM using a check.

9.4.2.3 Payment may be made to CONSULTANT at:

**Company name, address, email,  
phone**

- 9.4.3 The DESIGN/BUILD FIRM shall use the sums advanced to it solely for the performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the DESIGN/BUILD FIRM in performance of the Work.
- 9.4.4 DESIGN/BUILD FIRM shall remain liable for subcontractors' work and for any unpaid laborers, material suppliers of subcontractors in the event it is after discovered that said work is deficient or that any subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.
- 9.4.5 Undisputed amounts remaining unpaid thirty (30) calendar days after CITY's request of DESIGN/BUILD FIRM's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74(4), Florida Statutes. This Section shall not apply if the CITY has a right to withhold any portion of the payment under this Agreement.
- 9.4.6 Pursuant to Florida Statutes, Section 255.078, five percent (5%) of all monies earned by DESIGN/BUILD FIRM shall be retained by the CITY until the Project has obtained Final Completion and been accepted by the CITY. The CITY may incrementally reduce the rate of retainage pursuant to a schedule provided for in the agreement, or from releasing at any point or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the Consultant or by one or more subconsultant or suppliers, if applicable and determined to be in the City's best interest. If the City makes any payment of retainage to Consultant which is attributable to the labor, services, or materials supplied by one or more subconsultant or suppliers, the Consultant must timely remit payment of such retainage to those subconsultants and suppliers.
- 9.5 If, after the Project has been substantially completed, full completion thereof is delayed through no fault of DESIGN/BUILD FIRM, or by issuance of Change Orders affecting final completion, and the Project Manager so certifies. CITY shall, upon certification of the Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- 9.6 Upon receipt of written notice from DESIGN/BUILD FIRM that the Project is ready for final inspection and acceptance, the Project Manager shall, within seven (7) calendar days, make an inspection thereof. If the Project Manager finds the Project acceptable under the Contract Documents and the Project fully performed, a Final Certificate of Payment shall be issued by the Contract Administrator over his/her own signature, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.
- 9.7 Before issuance of the Final Certificate for Payment, DESIGN/BUILD FIRM shall deliver to the Project Manager a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit certifying that all suppliers, consultant, subcontractors, and subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-builts, warranties, guarantees, operational manuals, and instructions in operation must be delivered to CITY at this time. The warranties provided after the initial warranty period of year one will be covered under the warranty bond attached as an Exhibit to this Agreement. DESIGN/BUILD FIRM shall submit a completed as-built drawings package signed and sealed by a land surveyor registered in the State of Florida and as approved by the CITY's Public Works Department, and proof that all permits have been closed, which shall be delivered prior to requesting final payment.
- 9.8 CITY may withhold final payment or any progress payment to such extent as may be necessary on account of:
- A. Defective Work not remedied;
  - B. Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM;
  - C. Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, subcontractors or subconsultants, or for material or labor;
  - D. Damage to another subcontractor, subconsultant, supplier, material, person (as provided for in Florida Statute Chapter 713), party or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, servants, employees, contractor, consultant, subconsultants, subcontractors, sub-subcontractors, sub-subconsultants, material person and suppliers;
  - E. Liquidated damages pursuant to Article 7 herein;
  - F. As-built drawings not being in a current and acceptable state.
- 9.9 When the above grounds in 9.4.7 are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.
- 9.10 If the Project Manager, in his/her reasonable judgment, determines that the portion of the Not To Exceed Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN/BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Not To Exceed Price then remaining unpaid is determined by the Project Manager to be sufficient to so



complete the Work.

- 9.11 The making and acceptance of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.
- 9.12 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. Any warranties that are extended to the CITY beyond the standard warranty are to be in writing with the servicing firm information attached as an Exhibit. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. The DESIGN/BUILD FIRM's warranty excludes damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

#### **ARTICLE 10 - ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

- 10.1 Without invalidating the Agreement and without notice to any surety, CITY reserves and shall have the right to make such changes from time to time in the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the Project in a satisfactory manner. The CITY may order additions, deletions or revisions in the Work using agreed upon rates to be included in the Contract Documents and/or Schedule of Values. Upon receipt of a Change Order, the DESIGN/BUILD FIRM 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 on the basis of a claim made by either party.
- 10.2 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 DESIGN/BUILD FIRM.

#### **ARTICLE 11 - DESIGN/BUILD FIRM'S RESPONSIBILITIES**

- 11.1 The Parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the Project according to the DCP.
- 11.2 The DESIGN/BUILD FIRM will be responsible for security, with full cooperation of the CITY all permits for the Project, including without limitation, South Florida Water Management District, Broward County, Army Corps of Engineers and Florida Department of Environmental Protection. Except as provided in the precedingsentences, the DESIGN/BUILD FIRM shall be fully responsible for any and all other permits and approvals from all governmental authorities

having jurisdiction over the Project. All permits and licenses require by federal, state or local laws, rules, and regulations necessary for the prosecution of the Project by DESIGN/BUILD FIRM pursuant to this Agreement shall be secured by the DESIGN/BUILD FIRM and paid for by the CITY. It is the DESIGN/BUILD FIRM's responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed, and for all persons working on the Project for whom a certificate of competency is required.

- 11.3 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees, including, but not limited to, the contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, materials persons (pursuant to Chapter 713, Florida Statutes), and any and all other persons working for it in conjunction with the design and construction of the Project.
- 11.4 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, sub-sub-consultants, materials persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for contractor, consultant, subcontractors or sub-consultant; and any and all persons for whose acts any of the aforesaid may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and consultant, or CITY and any subcontractor, sub-consultant, sub-subcontractor, sub-sub-consultant, or any other person working either for DESIGN/BUILD FIRM or for any of the afore-stated parties in conjunction with the design and construction of the Project, including, without limitation, any obligation on the part of the CITY to pay or to see the payment of any monies due to any of the afore-stated parties pursuant to this Section.
- 11.5 DESIGN/BUILD FIRM agrees to bind its consultant, subcontractors, and sub-consultants to the applicable terms and conditions of this Agreement for the benefit of the CITY.
- 11.6 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, materials, construction and other labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 11.7 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order among its employees, consultants, subcontractors and sub-consultants at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the work and/or services assigned to him or her.
- 11.8 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project, including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the

same to the Project Manager in writing. DESIGN/BUILD FIRM shall cause all its employees, agents, consultant, subcontractors, subconsultants, sub-subconsultants and sub-subcontractors to observe and comply with all Applicable Laws.

- 11.9 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 11.10 If DESIGN/BUILD FIRM has knowledge that the Contract Documents do not comply with Applicable Laws, in any respect, the DESIGN/BUILD FIRM shall promptly notify the Project Manager, in writing, and any necessary changes shall be adjusted by appropriate revisions. If the DESIGN/BUILD FIRM performs any Work not in accordance with Applicable Laws, and without such notice to the Project Manager, the DESIGN/BUILD FIRM shall assume full responsibility therefore and shall bear all costs attributable thereto. DESIGN/BUILD FIRM warrants to CITY that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Not To Exceed Price and the Contract Time. DESIGN/BUILD FIRM warrants to CITY that the DCP is consistent, practical, feasible and constructible. DESIGN/BUILD FIRM further warrants to CITY that the Work described in the DCP is constructible for the Not To Exceed Price and the Contract Time.

**THE CITY DISCLAIMS ANY WARRANTY THAT THE DCP FOR THE PROJECT IS ACCURATE, PRACTICAL, CONSISTENT, AND/OR CONSTRUCTIBLE.**

- 11.11 DESIGN/BUILD FIRM accepts the Project site in its observable and/or documented condition existing at the time of this Agreement, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project. By signing this Agreement, the DESIGN/BUILD FIRM represents to the CITY that it has: (a) visited the Project site to become familiar with the conditions under which the Work is to be performed; (b) become familiar with all information provided (without warranty) by the CITY pertaining to the Project site; and (c) correlated its observations with the information furnished by the CITY (without warranty), and the Contract Documents. The DESIGN/BUILD FIRM hereby waives additional time or compensation for additional work made necessary by observable and/or documented conditions existing at the Project site, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project.
- 11.12 The DESIGN/BUILD FIRM agrees specifically that no Change Orders shall be required by the DESIGN/BUILD FIRM or considered by the CITY for reasons involving conflicts in the Contract Documents; questions of clarity with regard to the Contract Documents; and incompatibility or conflicts between the Contract Documents and the existing Project site conditions excluding, without limitation, utilities and unforeseen underground conditions at the discretion of the CITY and will not be unreasonably withheld. The DESIGN/BUILD FIRM acknowledges that it has ascertained all correct locations for points of connection for all utilities required for this Project.
- 11.13 The DESIGN/BUILD FIRM shall comply with all conditions of any permits issued by government authorities.

- 11.14 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the DESIGN/BUILD FIRM; the CITY reserves the right to approve all suppliers and materials.
- 11.15 The DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM hereby expressly binds itself to indemnify and save harmless the CITY from all such claims and fees and from any and all suits and actions 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.
- 11.16 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:00 am to 7:00 pm, Monday through Friday. The DESIGN/BUILD FIRM will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the CITY of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM and no extra payment shall be made to the DESIGN/BUILD FIRM for overtime work. The cost to the DESIGN/BUILD FIRM to reimburse the CITY for overtime inspections 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 DESIGN-BUILD FIRM at the actual rate accrued.

CITY Inspector Hours: 8:00 am to 4:30 pm

Overtime: 5:01 pm to 7:59 am

Inspection Overtime Cost: \$100/hr.

- 11.17 DESIGN/BUILD FIRM requests to work during other than regular hours that conform to the standard hours listed in the CITY's Noise Ordinance Section 17-8 (1), must be submitted to the DCP and CITY Project Manager with six (6) business days in advance of scheduled work. Request shall include the following information:

- Cover page with DESIGN/BUILD FIRM name, project name, and location
- Description of work to be performed outside of normal work hours
- Site plan and location map
- Legal description
- Justification for work and why extended work hours are being requested
- Commencement date and duration of work
- List of DESIGN/BUILD FIRM contacts, including those on site

- Details on type of equipment to be used during extended work hours
- Details on noise levels that may be produced by range of decibels, including current ambient levels at site and levels predicted from proposed construction impacts
- Details on vibratory control measures to be implemented
- Details on how neighbors in vicinity of work area will be notified
- Details on how complaints will be resolved and/or mitigated
- Maintenance of Traffic plans approved by CITY's Transportation and Mobility Department (TAM) and any other agencies (if applicable).

11.17.1 If no lane closure or traffic impacts are necessary, the DESIGN/BUILD FIRM request must be submitted seven (7) business days in advance of scheduled work. If the Work requires lane closures, request should be submitted at least ten (10) business days in advance, along with MOT plans approved by CITY's TAM, and any other agencies if necessary, to allow time for CITY Manager consideration and approval, CITY MOT permit issuance, and notification to the public.

11.17.2 The DESIGN/BUILD FIRM will not be permitted overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the CITY of Fort Lauderdale) without the CITY Manager's written consent at least seventy-two (72) hours in advance of the period proposed for such overtime work. Hours of work shall conform to the requirements of the CITY's Noise Ordinance.

11.17.3 If the DESIGN-BUILD FIRM requests to work outside regular hours that require a special exemption from the provisions of Section 17-7.4, it shall follow the CITY's Department of Sustainable Development's process for "Requesting Exemption from the Noise Ordinance," located at:

<https://www.fortlauderdale.gov/government/departments-i-z/sustainable-development/building-services/building-permit-general-info>

11.17.4 The DESIGN/BUILD FIRM will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the approval from the CITY Manager or CITY Commission approval at least seventy-two (72) hours in advance of starting such work.

- 11.18 In the event of an emergency affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, DESIGN/BUILD FIRM, without special instruction or authorization from the CITY is obligated to act to prevent threatened damage, injury or loss. DESIGN/BUILD FIRM shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 11.19 Upon issuance of a hurricane watch by the National Weather Service, DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM has not already done so, the DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM to any additional compensation. DESIGN/BUILD FIRM shall be entitled to request an extension of time for completion of the Work, in accordance with the provision of Article 8 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.

- 11.20 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 these purposes, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

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

No Party shall be liable for its failure to carry out its respective 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 DESIGN/BUILD FIRM further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a force majeure delay has commenced within 96 hours after such an occurrence. The DESIGN/BUILD FIRM shall use its reasonable efforts to minimize such delays. The DESIGN/BUILD FIRM shall promptly provide an estimate of the anticipated additional time required to complete the Project.

## **ARTICLE 12 - CITY'S RESPONSIBILITIES**

- 12.1 CITY shall assist DESIGN/BUILD FIRM by placing at its disposal any available information pertinent to the Project including previous reports, laboratory tests and inspections of samples, materials and equipment, property, boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; and known zoning, deed and other land use restrictions.
- 12.2 CITY shall arrange for access to and make all provisions for DESIGN/BUILD FIRM to enter



upon public property as required for DESIGN/BUILD FIRM to perform its services.

- 12.3 CITY shall render decisions under this Agreement in a timely manner.

### **ARTICLE 13 - SUPERINTENDENCE AND SUPERVISION**

- 13.1 The orders of the CITY are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Agreement and the other Contract Documents. Construction Manager shall keep on the Project during its progress, a full-time, competent, English speaking supervisor, who shall be the Construction Manager Representative and who shall serve as the superintendent, and any necessary assistants, all satisfactory to the Project Manager.
- 13.2 Construction Manager or Construction Manager Representative shall prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day: the weather conditions and how any weather conditions affected progress of the Work; time of commencement of Work for the day; the Work performed; materials, labor, personnel, equipment and subcontractors used for the Work; any idle equipment and reasons for idleness; visitors to the Project site; any special or unusual conditions or occurrences encountered; any materials delivered to the Project site; and the time of termination of Work for the day. The daily bound log shall be available for inspection by the CITY, or its authorized designee, at all times during the Project, without previous notice.
- 13.3 If DESIGN/BUILD FIRM, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including, but not limited to, the Plans and Specifications, it shall be DESIGN/BUILD FIRM's sole obligation and duty to immediately inform the Project Manager, in writing, and the Project Manager will promptly verify same. Any Work done prior to or after such discovery will be done at DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, DESIGN/BUILD FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BE CORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN/BUILD FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**
- 13.4 DESIGN/BUILD FIRM shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform and complete the Project in accordance with the Contract Documents. DESIGN/BUILD FIRM shall be solely responsible for the design, preparation of Construction Documents, means, methods, techniques, safety, sequences and procedures of construction. DESIGN/BUILD FIRM shall give efficient supervision to the Work, using DESIGN/BUILD FIRM's best skill, attention and judgment.

### **ARTICLE 14 - RESOLUTION OF DISPUTES**

- 14.1 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 DESIGN/BUILD FIRM Project Manager

shall be submitted to the City Manager or his designee and DESIGN/BUILD FIRM's representative for resolution. When either Party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that Party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the next level of the Parties' respective management levels for resolution. Each Party may determine in such Party's reasonable discretion as to who the "next level of management" is for purposes of resolving disputes.

- 14.2 All non-technical administrative disputes (such as billing and payment) shall be determined by the Project Manager.
- 14.3 During the pendency of any dispute and after a determination thereof, DESIGN/BUILD FIRM, and CITY shall act in good faith to mitigate any potential damages including using construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, DESIGN/BUILD FIRM shall proceed diligently with performance of this Agreement and CITY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.
- 14.4 In the event a resolution of a dispute under this section cannot be resolved, the issue shall be submitted by the DESIGN/BUILD FIRM to the City Manager or designee, in writing within ten (10) days of the impasse. The notice must state the basis of the dispute and the DESIGN/BUILD FIRM's proposed resolution. The notice given by the DESIGN/BUILD FIRM must include a written notarized certification that any NTE adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the City Manager or designee. The City Manager's decision shall be final and binding on the Parties subject to mediation and judicial review.
- 14.5 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 mutually 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.

#### **ARTICLE 15 - CITY'S RIGHT TO TERMINATE AGREEMENT**

- 15.1 If DESIGN/BUILD FIRM fails to begin the design and construction of the Project within the time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the Contract Documents and schedules, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the CITY shall give notice, in writing, to DESIGN/BUILD FIRM and its surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may, upon written notice from the Project Manager of the fact of such delay, neglect or default and DESIGN/BUILD

FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM, exclude DESIGN/BUILD FIRM from the Project site, and take the prosecution of the Project out of the hands of DESIGN/BUILD FIRM, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the CITY's reasonable discretion. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an Agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DESIGN/BUILD FIRM. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by CITY shall be less than the sum which would have been payable under this Agreement, if it had been completed by said DESIGN/BUILD FIRM, then DESIGN/BUILD FIRM shall be entitled to receive the difference. If such damages and costs exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.

- 15.2 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM 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 15.3 below.
- 15.3 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon ten (10) business days from the date of DESIGN/BUILD FIRM's receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all Work and reimbursables executed, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOSS PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.
- 15.4 Upon receipt of Notice of Termination pursuant to Sections 15.1 and 15.2 above, DESIGN/BUILD FIRM shall, at its sole cost and expense (other than demobilization as a result of the Notice of Termination pursuant to Section 15.3 which shall be paid for by the CITY) and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, 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. Compensation shall be withheld until all documents are produced to CITY pursuant to this Article.

#### **ARTICLE 16 - DESIGN/BUILD FIRM'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

- 16.1 If the Project should be stopped under any order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD

FIRM or of anyone employed by DESIGN/BUILD FIRM, or if the Project Manager should fail to review and approve or state in writing reasons for non- approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM within thirty (30) calendar days after submittal of a proper requisition for payment, as approved by the Project Manager, then DESIGN/BUILD FIRM may give written notice to CITY, of such delay, neglect or default, specifying same. If CITY, within a period of ten (10) business days after such written notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expenses sustained, but excluding any claim for payments for loss profits, indirect, special, consequential or other damages.

#### ARTICLE 17 - NOTICES

- 17.1 Whenever either Party desires to give notice to the other, such notice must be in writing with proof of delivery or receipt. The notice shall be address to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

<p>FOR THE CITY:  CITY Manager  CITY of Fort Lauderdale  100 North Andrews Avenue  Fort Lauderdale, Florida 33301</p> <p>with copies to:  Project Manager and City Attorney  City of Fort Lauderdale  100 North Andrews Avenue  Fort Lauderdale, Florida 33301</p>	<p>FOR THE DESIGN/BUILD FIRM:  <b>Vendor name, contact and address</b></p>
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#### ARTICLE 18 – BONDS AND INSURANCE

- 18.1 DESIGN/BUILD FIRM shall furnish, or cause to be furnished, on or before seven (7) days after execution of this Agreement, the following:

##### Performance Bond and Payment Bond (Surety)

- 18.2 THE DESIGN/BUILD FIRM 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 guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or sub-contractors employment pursuant to the Project. The Payment and Performance Bond shall be with a surety insurer authorized to do business in the state of Florida as surety (“Bond”), in accordance with Sec. 255.05, Fla. Stat., 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 performance and payment bond shall remain in full force and effect during the Project and 60 days beyond the contract term for close out.

### Insurance Requirements

- 18.3 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 DBF, 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 DBF. The DBF shall provide the City a certificate of insurance evidencing such coverage. The DBF's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by DBF shall not be interpreted as limiting DBF'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 DBF for assessing the extent or determining appropriate types and limits of coverage to protect DBF 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 DBF 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:

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

#### Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

DBF must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

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

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

#### DBFs Pollution Liability Coverage

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

#### Hazardous Waste Transportation Coverage

DBF shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

#### Disposal Coverage

DBF shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

#### Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

#### 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 DBF does not own vehicles, DBF 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.

DBF waives, and DBF shall ensure that DBF'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.

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



#### Insurance Certificate Requirements

- a. DBF 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. DBF 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 DBF 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 DBF following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, DBF shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on DBF'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 must read as follows:

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

- 18.4 The DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM's expense.

If the DESIGN/BUILD FIRM primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the DESIGN/BUILD FIRM may provide an Umbrella/Excess insurance policy to comply with this requirement.

The DESIGN/BUILD FIRM'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 exclusions or provisions in any insurance policy maintained by the DESIGN/BUILD FIRM 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, DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM's insurance policies.

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

It is the DESIGN/BUILD FIRM's responsibility to ensure that any and all of the DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. Compliance with the foregoing requirements shall not relieve the DESIGN/BUILD FIRM of its liability and obligation under this section or under any other Section of this Agreement.

- 18.5 The DESIGN/BUILD FIRM shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the DESIGN/BUILD FIRM shall be responsible for submitted new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:
- A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY;
  - B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the DESIGN/BUILD FIRM in conjunction with the violation of the terms and conditions of the Agreement.

## **ARTICLE 19 - SUBSTANTIAL COMPLETION**

- 19.1 When DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY, in the event CITY chooses to accept same pursuant to the sole authority and discretion, is substantially complete, DESIGN/BUILD FIRM shall so notify the Project Manager, in writing, and shall prepare for submission to the Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete all Work in accordance with the Contract Documents. The Project Manager, and such other persons as they may deem necessary, shall conduct a joint inspection to

determine that the Project (or designated portion thereof) is substantially complete.

- 19.2 The Project Manager will then instruct DESIGN/BUILD FIRM to prepare and deliver to the Contract Administrator a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the Project (or that portion of the Project). After review of the certificate by the Contract Administrator, CITY shall either accept or reject the certificate. Acceptance of Substantial Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager along with the request for Substantial Completion shall commence on the date of Substantial Completion of the Project (or for that portion of the Project). The Certificate of Substantial Completion shall be submitted to CITY through the Project Manager and DESIGN/BUILD FIRM for its written acceptance of the responsibilities assigned to it in such Certificate.

## **ARTICLE 20 - FINAL COMPLETION**

- 20.1 When the DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY, in the event CITY chooses to accept same pursuant to the sole authority and discretion, is finally complete, DESIGN/BUILD FIRM shall so notify the Project Manager, in writing, that the work is complete, and that the DESIGN/BUILD FIRM has satisfied all prerequisites to Final Completion. The DESIGN/BUILD FIRM and the Project Manager and such other persons as they may deem necessary, shall conduct a final inspection. The DESIGN/BUILD FIRM will notify in writing of all particulars in which this inspection reveals that the Work is incomplete, non-conforming or defective. Construction Manager shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies and shall notify all Parties that the Project (or designated portion thereof) is finally complete.

After Project Manager will then instruct DESIGN/BUILD FIRM to prepare and deliver to the Project Manager a Certificate of Final Completion which shall establish the date of Final Completion for the Project (or that portion of the Project). After review of the certificate by the Project Manager, CITY shall either accept or reject the certificate. Acceptance of Final Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager along with the request for Final Completion shall commence on the date of Final Completion of the Project (or for that portion of the Project). The Certificate of Final Completion shall be submitted to CITY through the Project Manager and DESIGN/BUILD FIRM for its written acceptance of the responsibilities assigned to it in such certificate.

## **ARTICLE 21 - SHOP DRAWINGS AND SCHEDULE OF VALUES**

- 21.1 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 21.2 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and

every copy shall show DESIGN/BUILD FIRM's approval thereon.

- 21.3 If the Shop Drawings show or indicate departures from the Contract requirements, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents. Project Manager shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.
- 21.4 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DESIGN/BUILD FIRM's responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them, and then make one (1) submittal to the Project Manager, along with DESIGN/BUILD FIRM's comments as to compliance, noncompliance, or features requiring special attention.
- 21.5 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.
- 21.6 DESIGN/BUILD FIRM shall submit to Project Manager five (5) copies. Re-submissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.
- 21.7 Project Manager's acceptance of the Shop Drawings, as approved by DESIGN/BUILD FIRM, will be for general compliance with the Plans and Specifications, and shall not relieve DESIGN/BUILD FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the materials or Work required by the Agreement and not indicated on the Drawings.
- 21.8 DESIGN/BUILD FIRM shall keep one (1) set of Shop Drawings, marked with the Project Manager's acceptance, as the Project site at all times.
- 21.9 The DESIGN/BUILD FIRM shall submit a Schedule of Values to the Project Manager as specified in the Technical Specifications. DESIGN/BUILD FIRM shall submit to the Project Manager a separate Schedule of Values for demolition, abatement, and site work ten (10) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8 1/2" x 11" white paper listing: title of Project, location, Project number, Consultant, Contractor, Contract designation and date of submission. The schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DESIGN/BUILD FIRM shall list the sub-values of major products or operations under the item. Each item shall include the proportion of DESIGN/BUILD FIRM's overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

A. Schedule must include the following but is not limited to:

Separate identifiable activity on the critical path, an activity labeled "Other Conditions Allowance." This activity duration shall be thirty (30) calendar days and inserted at the

end of the schedule prior to Substantial Completion. This allowance may or may not be used at the discretion of the CITY. Use of this activity shall be subject to the review and approval of the CITY and the Design Criteria Professional. The duration of the "Other Conditions Allowance" activity shall be reduced as other conditions are experienced and inserted in the schedule;

- B. The cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and
- C. The total installed value review.

## **ARTICLE 22 - FIELD ENGINEERING**

22.1 The DESIGN/BUILD FIRM shall provide and pay for field engineering services required for the Project. This Work shall include the following elements:

- A. Survey work required in execution of the Project;
- B. Civil, structural or other professional engineering, architectural, landscape architectural, or land surveying services specified, or required to execute the DESIGN/BUILD FIRM's construction methods;
- C. The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project;
- D. The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction;
- E. No changes or relocations will be made without prior written notice to the Project Manager;
- F. A written report shall be made to the Project Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations;
- G. The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law;
- H. Replacement shall be established based upon original survey control.

22.2 The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project.

- 22.2.1 The survey will locate and protect control points prior to starting sitework, and will preserve all permanent reference points during construction.
- 22.2.2 No changes or relocations will be made without prior written notice to the Project Manager.
- 22.2.3 A written report shall be made to the Project Manager when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

- 22.2.4 The surveyor shall be required to replace Project control points which maybe lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.
- 22.2.5 Replacements shall be established based upon original survey control.

#### **ARTICLE 23 - FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

- 23.1 The entire responsibility for establishing and maintaining a line and grade in the field lies with DESIGN/BUILD FIRM. DESIGN/BUILD FIRM shall maintain an accurate and precise horizontal and vertical record of the existing pavement conditions; final pavement conditions; and all pipelines, conduits, structures, underground utility access portals, handholes, fittings, etc. encountered or installed during construction. DESIGN/BUILD FIRM shall deliver these records in good order to the Contract Administrator as the Work is completed. These records shall serve as a basis for "as-built" drawings. The cost of all such field layout and recording work is included in the Contract Price.
- 23.2 DESIGN/BUILD FIRM shall maintain in a safe place at the site, one (1) record copy of the Plans and Specifications, addenda, written amendments, Change Orders and written interpretations and clarifications, in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to Contract Administrator for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to Contract Administrator.
- 23.3 At the completion of the Project, the DESIGN/BUILD FIRM shall turn over to the CITY a set of reproducible drawings and a complete set of all drawings in the latest version of AutoCAD on Compact Disk, not compressed, which accurately reflect the "as-built" conditions of the new facilities. All changes made to the Construction Documents, either as clarifications or as changes, will be reflected in the plans. The changes shall be submitted at least monthly to the Project Manager. These "as-built" drawings are to be AutoCAD version 2018 and to CITY Standard Details and CADD Standards. Format media must be delivered and found to be acceptable prior to final payments.

#### **ARTICLE 24 - NO DAMAGES FOR DELAY**

- 24.1 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. DESIGN/BUILD FIRM shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact, or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, DESIGN/BUILD FIRM hindrances or delays are not due solely to fraud, bad faith or active interference by the CITY, DESIGN/BUILD FIRM shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided above. The specific application

of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Ten Dollars (\$10.00) of DESIGN/BUILD FIRM's fee is acknowledged as separate and independent consideration for the covenants contained in this Article.

#### **ARTICLE 25- LIMITATION OF LIABILITY**

- 25.1 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 \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DESIGN/BUILD FIRM hereby expresses its willingness to enter into this Agreement with the knowledge that the DESIGN/BUILD FIRM's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the DESIGN/BUILD FIRM 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 beyond the limits established in Section 768.28, Florida Statutes; and no claim or award against the CITY shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

#### **ARTICLE 26 - GOVERNING LAW**

- 26.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, DESIGN/BUILD FIRM SHALL SPECIFICALLY BIND ITS PROJECT TEAM MEMBERS AND ANY AND ALL SUBCONTRACTORS TO THE PROVISIONS OF THE AGREEMENT.

#### **ARTICLE 27 - MISCELLANEOUS PROVISIONS**

- 27.1 **OWNERSHIP OF DOCUMENTS:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by DESIGN/BUILD FIRM in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, shall become the property of CITY and shall be delivered by DESIGN/BUILD FIRM to Project Manager within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. If applicable, CITY may withhold payments then due to DESIGN/BUILD FIRM until DESIGN/BUILD FIRM complies with the provisions of this section.
- 27.2 **AUDIT RIGHT AND RETENTION OF RECORDS:** CITY shall have the right to audit the books, records, and accounts of DESIGN/BUILD FIRM that are related to this Project.



DESIGN/BUILD TEAM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. DESIGN/BUILD FIRM shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DESIGN/BUILD FIRM's records, DESIGN/BUILD FIRM shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DESIGN-BUILD FIRM. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

- 27.3 **ARCHITECT/ENGINEER:** DESIGN/BUILD FIRM shall use the architect/engineer, including subconsultants, identified in the proposal that were a material part of the selection of the DESIGN/BUILD TEAM to provide the services for this Project. DESIGN/BUILD FIRM shall obtain written approval of CITY's Public Works Director prior to changing or modifying the list of subconsultants submitted by the DESIGN/BUILD FIRM. SEE APPENDICES attached hereto and made a part hereof.
- 27.4 **ASSIGNMENT AND PERFORMANCE:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party.
- 27.5 **ONE ORIGINAL AGREEMENT:** This Agreement will be executed in one original.
- 27.6 **ALL PRIOR AGREEMENTS SUPERSEDED:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 27.7 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and of equal dignity herewith.
- 27.8 **INDEPENDENT CONTRACTOR:** DESIGN/BUILD FIRM is an independent contractor under this Agreement. Services provided by DESIGN/BUILD FIRM shall be subject to the supervision of DESIGN/BUILD FIRM. In providing the services, DESIGN/BUILD FIRM or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DESIGN/BUILD FIRM or its agents any authority of any kind to bind CITY in any respect whatsoever.
- 27.9 **THIRD PARTY BENEFICIARIES:** Neither DESIGN/BUILD FIRM or CITY intends to

directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

- 27.10 **WAIVER OF BREACH AND MATERIALITY:** Failure by the CITY or DESIGN/BUILD FIRM to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.
- 27.11 **MATERIAL TERM:** CITY and DESIGN/BUILD FIRM agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof.
- 27.12 **COMPLIANCE WITH LAWS:** DESIGN/BUILD FIRM shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- 27.13 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:** DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles 1 and 11 of the Act, and all applicable regulations, guidelines and standards.

DESIGN/BUILD FIRM's decisions regarding the delivery of work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

DESIGN/BUILD FIRM shall comply with Title 1 of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, DESIGN/BUILD FIRM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

- 27.14 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Sec. 287.133, Florida Statutes, 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, as amended, 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 shall result in cancellation of the CITY purchase and may result in debarment.
- 27.15 **SEVERANCE:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 27.16 **JOINT PREPARATION:** Preparation of this Agreement has been a joint effort of the CITY and DESIGN/BUILD FIRM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
- 27.17 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 shall prevail and be given effect.
- In the event of a conflict among the Contract Documents, the most stringent requirement shall control.
- 27.18 **TAXES:** DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes as required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements. All such taxes that are required as of the time of Agreement execution shall be included in the Not-To-Exceed Guaranteed Maximum Price.
- 27.19 **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.

## **27.20 PUBLIC RECORDS:**

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

DESIGN/BUILD FIRM shall:

- 27.20.1 Keep and maintain public records required by the CITY in order to perform the service. 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.
- 27.20.2 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 contract if the DESIGN/BUILD FIRM does not transfer the records to the CITY.
- 27.20.3 Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the DESIGN/BUILD FIRM or keep and maintain public records required by the CITY to perform the service. If the DESIGN/BUILD FIRM transfers all public records to the CITY upon completion of this Agreement, the DESIGN/BUILD FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DESIGN/BUILD FIRM keeps and maintains public records upon completion of this Agreement, the DESIGN/BUILD FIRM 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.
- 27.20.4 If the DESIGN/BUILD FIRM keeps and maintains public records upon completion of this Agreement, the DESIGN/BUILD FIRM 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.

## 27.21 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.

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

DESIGN BUILD SERVICES FOR GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT FORCE  
MAIN REPLACEMENT  
DESIGN-BUILD RFP NO. 103

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: \_\_\_\_\_

ATTEST:

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

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

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

DESIGN BUILD SERVICES FOR GEORGE T. LOHMEYER WASTEWATER TREATMENT  
PLANT FORCE MAIN REPLACEMENT  
DESIGN-BUILD RFP NO. 103

**CONTRACTOR**

WITNESSES:

Contractor.,  
a Florida **company/corporation**.

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

ATTEST:

(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: \_\_\_\_\_





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

## **ADDENDUM NO. 1**

### **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

ISSUED: June 8, 2023

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

1. A site visit has been scheduled for **Tuesday, June 13, 2023, at 1:30 p.m.**

Address: George T. Lohmeyer Regional Wastewater Treatment Plant  
1801 Eisenhower Boulevard  
Fort Lauderdale, FL 33316

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

**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 provide proof of approval prior to or at the site visit.

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

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

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

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



## **ADDENDUM NO. 2**

### **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

ISSUED: **June 12, 2023**

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

#### **1. Addition of Exhibit C – Conceptual Layouts**

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

In order to obtain plans for the project, log into the City's online strategic sourcing platform, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2022), 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.**

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

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

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

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



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## **ADDENDUM NO. 3** **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

ISSUED: **June 19, 2023**

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

**1. Addition of CADD Files– GTL Effluent FM – Bid Set Drawings**

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

In order to obtain plans for the project, log into the City's online strategic sourcing platform, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2022), 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.**

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

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

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

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



## **ADDENDUM NO. 4**

### **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

**ISSUED: June 22, 2023**

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

1. Addition of Roadway Plan Document
2. Vendors are notified of the following additional information:
  - In order to ensure the work phase deadlines outlined within the DCP are met, and to accommodate the work efforts that will be concurrent/ongoing by Broward County on their portion of the Eisenhower BLVD/Bypass Road project, as well as the Convention Center and Hotel projects, the successful bidder will be expected to employ multiple crews. The first area of work to be started must be the portion of work at and near the intersection of Eisenhower BLVD and SE 20 ST. The intent of this directive is to ensure County contractors and City contractors are not in conflict, to the extent possible.
  - In addition to the work phase deadlines outlined within the DCP, additional coordination with Broward County's Eisenhower BLVD/Bypass Road project is required. As noted in the included exhibit, all work near the intersection of Eisenhower BLVD and SE 20 ST, south of a point roughly 200 feet north of the intersection, must be done by 12/1/2024. At a minimum, all construction activities falling within the area outlined, must be substantially complete with the roadway restored up to the first lift of asphalt and painted with temporary traffic striping per the roadway design plans.

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

In order to obtain plans for the project, log into the City's online strategic sourcing platform, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2022), building plans,



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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.**

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

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

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

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



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## **ADDENDUM NO. 5** **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

**ISSUED: June 23, 2023**

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

1. The Proposal Due Date has been changed to Thursday, July 6, 2023, at 2:00PM Local Time.
2. The Question and Answer Period Closing Date has been changed to Monday, June 26, 2023, at 5:00PM Local Time

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

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

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

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

Company	Sourcing Event	Question	Answer
10	103	What is the Engineers estimate?	This project is estimated at \$45,000,000.00.
10	103	See Attached question.	Sub-consultants that were involved in the creation of the Design -Criteria Package are not eligible to render
10	103	What is the engineer's estimate for this project?	This project is estimated at \$45,000,000.00.
10	103	When is the due date for submitting proposals?	Refer to Event #103-0, Page 1, Event Dates for Event Close date.
10	103	Per RFP section 5.2.2 under Safety, certain parameters are provided. If the Design Builder exceeds any one of the individual parameters will the proposal be rejected in full or scored with a lower percentage under the criteria listed in Section 6.1?	Safety is a qualification the Evaluation Committee considers during the scoring/ranking of firms, along with all other aspects of the proposal. Failure to meet the minimum Safety requirements is not grounds for a proposal to be rejected in full.
10	103	Can you please provide the MS Teams link for the virtual pre-proposal meeting scheduled for June 8th? Thank you!	Refer to Section 1.4, Pre-Proposal Meeting/Site Visit, of the solicitation. Links to the virtual pre-proposal meeting will be provided to pre-approved plan holders originating from the City of Fort Lauderdale Plans Request Form.
10	103	I am being told the provided layout drawings were set to 8.5 x 11 in the PDF. The print shop tells me that they will not print to scale. Please provide revised PDF that can be printed to scale on full size sheets. Thank You.	Refer to Addendum No. 2.
10	103	Please provide the status of the Interlocal Agreement between the City of Ft Lauderdale and Broward County.	The Agreement is scheduled for Commission Approval at the July 5, 2023, meeting.
10	103	Please provide a list of permits obtained by the City and/or Broward county to date along with copies of each	No permits have been obtained by the City. The Design Build Firm (DBF) is responsible for obtaining all permits in accordance with Paragraph 4.10 of Section 4, Scope of Work and Paragraphs V and XI of Exhibit A, Design Criteria Package.
10	103	Please provide detailed insurance requirements for the work to be performed within the 20' ROW of FL East Coast Railway (GC-22).	No work is to be performed in the 20' ROW of FL East Coast Railway.
10	103	Per GC-30 Contractor to arrange for utility relocations. However, the DCP states the FPL power poles will be removed on the east side of Eisenhower Blvd prior to the DBF starting work- Please provide the schedule from FPL for the pole removal work	The schedule from FPL is not available at this time.
10	103	See attached Question regarding Special Conditions 3.1 "Guaranteed Maximum Price"	This Contract will be awarded as a Not-to-Exceed contract for a Guaranteed Maximum Price (GMP), in accordance with Section 3.5 of the Special Conditions. Amounts entered Section 8 will be utilized to develop the GMP.
10	103	Please see attached question regarding 3.21 of the Special Conditions	Section 3.21 states the work on SE 20th and on 14th Ave. is to be completed by June 5, 2026. The remaining work of the project which is on the City's wellfield property is to be completed by August 30, 2026. Section 4.9 also details the same milestones.
10	103	Under 3.23 the Liquidated damages are set at \$5,000 per day. Will that amount be applied in full to each of the 3 separate portions of work or prorated in thirds?	The \$5,000 will be applied in full to each phase of the project.
10	103	Under Scope of Work, it states the entire project is to be completed by June 5, 2026. However, Section 3.21 states the wellfield work to be completed by August 30, 2026. Please clarify.	Section 3.21 states the work on SE 20th and on 14th Ave. is to be completed by June 5, 2026. The remaining work of the project which is on the City's wellfield property is to be completed by August 30, 2026. Section 4.9 also details the same milestones.
10	103	Please provide the plans for the By- pass Road Project.	The Port Everglades Bypass Road Project plans are included as Exhibits D.5, D.6, D.7, and D.8.
10	103	Are there any details on footings and columns available for the planned light rail system other than what is shown on the conceptual plans? Including any planned	No additional details on footings and columns for the planned light rail system are available.
10	103	Please provide the existing flow diagrams for the Effluent Pump Station and injection	All flow data is included in the Design Criteria Package.
10	103	Please see attached question regarding Section 3.5 Schedule of Values	The price proposal form is to be broken down in detail for the SOV submission to the City for approval.
10	103	Under section 6 "Negotiations" the city makes reference to a short-list. Is the City's intent to shortlist firms prior to entering into the evaluation and scoring process?	Based on the number of bids received, the intent is to evaluate all bids based on the scoring criteria stipulated in the RFP and shortlist 3 companies for oral presentations. Then the Committee will hear oral presentations from the 3 shortlisted companies and will re-score based on the presentation presented and select one firm to move forward with the award.
10	103	Please confirm that manifests for shipping and disposing of contaminated material shall be executed by the City of Ft Lauderdale or Broward county and not the DBF. Ownership of the contaminated soil must stay with the owner as the originator.	Shipping records are the responsibility of the Design Build Firm (DBF) in accordance with Paragraph 3.1 of Exhibit B, Technical Specifications
10	103	The allowance sections in the technical specifications under 6.11, 6.12 and 6.13 are not detailed in the Price Proposal Form. Are these allowances to be covered by item 22 Owner Contingency or will separate allowances be provided?	Correct. Sections 6.11, 6.12, & 6.13, will be covered under the Owner Contingency Allowance.
10	103	Has the city confirmed title to the 20' railroad reserve ROW ?	No, the City has not confirmed title.
10	103	The technical specifications Section 8 details open cut backfill requirements in conflict with Drawing C23 60" FM in Eisenhower Blvd. Which specification or detail applies?	The 60-inch force main installation in Eisenhower Boulevard shall be in accordance with the Details shown on Drawing C23.
10	103	Due to the extensive debris, obstructions and utilities encountered in the past at the SE 20th St and Eisenhower intersection will the City consider an open cut plan crossing	No. The City will not consider an open cut plan crossing in that location.
10	103	Will the city provide a time extension to the contract due to permit issuance delays by Regulatory Agencies pursuant to Article 8 of the contract?	No.
10	103	Will the city provide a time extension to the contract due to underground unforeseen conditions encountered but not realized during the utility verification process?	No.
10	103	Please confirm whether the 60" pipe is the same as the 60" pipe used in the eligibility verification process required to perform work within the confines of the Port of Everglades.	No, Contractors will be required to comply with Port Everglades Security Requirements for Work within the confines of Port Everglades.
10	103	Please see the attached complete question regarding GC -30	That information is not available at this time.
10	103	Please provide a list of City pre-approved instrumentation and controls subcontractors.	Below please see the firms the City has worked with in the past. However, the City will consider and evaluate other firms' qualifications submitted as part of project team. - C.C. Control - Champion Controls - Custom Controls Technology Inc. - Revere Control Systems
10	103	Will alternate methods of installation be considered? and alternate proposals accepted?	DBF may submit alternate methods of installation as an alternate proposal. Acceptance of alternate proposals shall be contingent on review and approval by the City and Broward County. DBF must submit proposal per the solicitation requirements on the bid form in addition to alternate proposal.
10	103	Section 5.2.2 requires a Bond letter for performance and payment bonds. Section 3.9 of the RFP refers to a Bid Bond requirement. Please confirm whether a Bid Bond is	Proposers must submit a Proposal Bond in the amount of 5% of total price proposal, in accordance with Section 3.9 of the RFP.
10	103	please confirm material of the 60" pipe	Refer to Exhibit A, General Design Parameters, Section D, Pipe Material.
10	103	Can you please provide the list of plan holders	CES Consultants CHA Consulting, Inc. David Mancini & Sons, Inc. Hazen and Sawyer, P.C. Lanzo Construction Co., Florida Man-Con, Incorporated Ric-Man International, Inc.
10	103	Please see attachment regarding Manifest of contaminated material	The City will comply with any regulatory requirements for proper disposal. The DBF shall prepare all documentation necessary to be executed by the appropriate parties and/or the City.
10	103	Please see the attached question regarding flow data	All required flow data and effluent pump station specifics will be provided to the selected DBF team after
10	103	Is it possible to schedule an additional site visit for a later date?	No additional site visits are scheduled at this time.
10	103	Please see attached question regarding Price Proposal form	Item 11: Removal of existing asphalt and concrete is required for the road widening portion of the project. Item 12: New asphalt, curbs, gutter, inlets, separators, are required for the road widening portion of the project. Item 13: Mill and Overlay applies to Eisenhower Blvd. Refer to sheet C33 of the conceptual plans.
10	103	On the Tabulation of Quantities Sheet S-3 Is the Cantilever sign Pay item Number 700-4-114 and 700-4-610 the same cantilever sign that is called out on Sheet S10 and S-11 to be installed by the County. If not please provide details.	Yes. Overhead Static Sign structures are furnished and installed by the County.
10	103	Please provide clarification for the attached inquiry.	In accordance with Section 1.1 of the RFP document, Hazen & Sawyer, P.C., including their sub-consultants are not eligible to render design-build services for this solicitation.
10	103	Please provide all information available, including raw files for survey and subsurface engineering performed for the feasibility and conceptual designs, to the registered	Raw files will be provided to the selected Design Build Firm after award of the Contract.



10	103	Can the City or Consultant provide the CADD files for the Conceptual design so that DBF design can use the same information?	Refer to addendum No. 3.
10	103	What is the duration or how many days is the contract time for this project ?	Refer to Section 3.21, Contract Time of the RFP document.
10	103	Please see attached question regarding Sheet C-36	The note on sheet C36 states "THE 60" AND 42" FORCE MAINS WILL BE INSTALLED IN THE 20-FOOT RAILROAD RESERVED R.O.W. IN THE EVENT THE CITY OF FORT LAUDERDALE CONFIRMS TITLE TO THE PROPERTY."  The City has not confirmed Title to the property. Therefore, the force main installation is to be based on the 60" and 42" force mains concept layouts within the wellfield site as shown on Drawings C-10 through C18, C24, C28, and C35. Disregard details on sheet C36 about FM installation in ROW and sheeting.
10	103	Please see attached Question Regarding Line Stop Fittings	The pipes in question transmit treated effluent to the deep injection wells. Carbon steel epoxy coated fitting
10	103	During the site visit on Tuesday 6/13/23 the City indicated that the injection well and laydown area plans were available. Could the City please provide these as-built	Plans will be made available to the Design Build Firm after award of the contract.
10	103	Can you please provide the as-builts of the 54-inch effluent line	As-builts will be made available to the Design Build Firm after award off the contract.
10	103	The schedule was discussed for the MIT cleaning of the injection wells at the site visit. Can you please formalize this schedule.	Information will be provided to the Design Build Firm after award of the contract.
10	103	While Addendum 003 states that the CADD files will be provided How do you access said files or Download them Please advise	Pre-approved plan holders were provided a link to the requested CADD files.
10	103	See Question Regarding FPL Power Poles	The FPL poles will be moved outside of the project boundaries.
10	103	See attached question regarding Section 6.8 Traffic Control	No, the City will not consider a time extension at this time.
10	103	Can the city provide the current schedule of Convention Center and Cruise Terminal use and events as an example of time restrictions to be anticipated?	Schedules will be provided to the Design Build Firm after award of the contract.
10	103	Please extend the bid due date by 1-2 weeks.	The City will not be extending the bid due date at this time.
10	103	Please see request attached	The City will not be extending the bid due date at this time.
10	103	In the non mandatory pre bid it was noted that the work was to be performed at night from 6pm to 6am and yet the special conditions 3.26 tells us to work durring normal hours of 8am to 5pm. Please clarify when work is to be performed.	Refer to Scope of Work for work restrictions. Section 3.26 references normal working hours; this project requires work outside of normal working hours.
10	103	What is the access point for the bypass set up for the pump station wet well? Are there any physical restraints for the suction pipe?	By-pass design and operation is the responsibility of the selected Design Build Firm.
10	103	•Will the revised Milestone date for the section from SE 20th St to Sta 27+00 be subject to Liquidated Damage clause if the December 1, 2024 date is not met?	No.
10	103	Please see Question regarding scheduling	The County has not provided a schedule, but work is anticipated to start within the coming month.
10	103	•Has the NTP date of 2/1/2024 been moved up considering the accelerated completion of the work contained within Addendum # 4?	The NTP will be issued upon award and execution of agreement, which may result in the NTP being issued sooner than assumed date of February 1, 2024.
10	103	Please see attached question regarding Permitting	No.



# Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement

RFP/Event No. 103 | Project No. 12387  
City of Fort Lauderdale

July 6, 2023



CITY OF FORT LAUDERDALE



CAM #25-0790  
Exhibit 2  
Page 156 of 179





**Ric-Man Construction, FL, Inc**  
3100 SW 15th Street  
Deerfield Beach, Florida 33442  
954.426.1221  
[www.ric-manfl.com](http://www.ric-manfl.com)

**City of Fort Lauderdale**

Procurement Services Division  
100 N. Andrews Avenue, 6th Floor  
Fort Lauderdale, FL 33301

**Re: Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement**

Dear Michelle Lemire Selection Committee Members:

Fort Lauderdale is faced with increasing capacity and reliability needs for its effluent force main from the George T. Lohmeyer Wastewater Treatment Plant to the facility's deep injection well. The selected route is congested with existing and future utilities. The selected route is highly trafficked and is a main arterial for the Port and the nearby Convention Center. The selected route must be completed within an aggressive time frame. That's where Ric-Man Construction, Florida (Ric-Man) comes in.

Ric-Man excels in these type of projects and delivers projects in similar settings across South Florida. To strengthen our design-build team, we have included Wade Trim as our lead designer, a firm who shares strong relationships with Fort Lauderdale staff and has worked in the area, just like Ric-Man. Wade Trim is currently completing the design-build services on the George T. Lohmeyer Wastewater Treatment Plant Oxygen Generation Facility and Ric-Man recently completed the Spangler Road project which included heavy construction along this portion of Eisenhower Boulevard.

Together, Ric-Man and Wade Trim completed a similar project like this one for Miami-Dade County. Because work needed to be completed during low flows for the rehabilitation of one of the County's 72-inch diameter force mains, an aggressive schedule required design/permitting to be completed in 5 months and construction completed in 6 months. Ric-Man and Wade Trim completed the 3-mile pipeline project within the required schedule and the project became an award winning job for Miami-Dade County. We will do the same for Fort Lauderdale.

Ric-Man will serve as the single-source entity responsible for delivering the project and ensuring the needed resources are provided to finish the project on time and within budget. Ric-Man, along with all the members of our design-build team, affirmatively declares our commitment to performing and completing the project in a safe, timely, and efficient manner once selected for award.

We are proud to lead such a diverse and capable team. The Ric-Man team is a perfect fit for this project and we look forward to successfully meeting all the City's design-build needs.

Sincerely,

Daniel Mancini, CGC, DBIA  
President, Ric-Man Construction FL, Inc.  
954.426.1221 | [dmancini@ric-manfl.com](mailto:dmancini@ric-manfl.com)

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# 01

## Proposal Contact Person Information

### Lead Design-Builder

<b>Legal name of proposer / lead design builder</b>	Ric-Man Construction, FL, Inc
<b>FEIN number</b>	20-1309732
<b>Mailing address</b>	3100 SW 15th Street, Deerfield Beach, Florida 33442
<b>Contact person's name</b>	Daniel Mancini, CGC, DBIA
<b>Title</b>	President
<b>Email address</b>	dmancini@ric-manfl.com
<b>Phone number</b>	954.426.1221
<b>Fax number</b>	954.426.1226

# 02

## Qualifications of The Firm

### Ric-Man Construction Florida

Ric-Man Construction Florida (Ric-Man) is an award-winning, design-build, self-performing infrastructure Contractor that has been practicing in Florida for over 20+ years. Over the past 10 years, our team has completed some of the most difficult utility projects in urban settings utilizing the Design-Build and bid/build models. Led by president Danny Mancini, CGC, we have completed or are under contract on eight design-build projects in Florida with a value of over \$205 million, all of which are infrastructure based in complex urban environments, utility driven, and requiring expertise in dealing with multiple subcontractors, businesses, residents, and owner requirements. Three of these projects Ric-Man has participated in, have been honored with either the DBIA, ASCE, or CAACE Project of the Year Awards in 2013-2016. This success could only have been accomplished by working in close cooperation with the owner and local stakeholders, as well

as by including local Small and Disadvantaged businesses and labor to promote long term growth in the region. Our understanding and proven ability to plan and work safely in active public spaces via thorough and constant communication, follow-up and, above all, flexibility, differentiates us from the competition.

Securing the “Hearts and Minds” of the local affected community with detailed MOT plans, schedules, and access points, including the ability to communicate with residents and businesses through the use of a full-time, local public information officer is key to our continued success. This, combined with unparalleled experience with installing piping while dealing with active utilities, deep excavations and maintaining service, while exceeding local labor initiatives goals, makes us the ideal candidate for this project.

The Ric-Man team meets the minimum requirements set forth in the RFP, as shown on the following page.

### Ric-Man By the Numbers

# 20+

Years practicing as a professional contractor in Florida

# 08

Design-Build projects completed in Florida

# \$205

Million dollars of design-build projects completed in Florida

# 72+



Florida-based construction professionals



# Minimum Qualifications

The table below demonstrates how the Ric-Man team satisfies the minimum qualifications set forth on page 45 of the RFP. Project profiles for these projects are shown on the following pages.

**Exhibit 01 Ric-Man Team Minimum Qualifications** ..... o

Qualification	Met	Project Name / Client
Three (3) projects of similar scope and scale that show experience in constructing large diameter pipe utilizing open cut and trenchless installation, including equipment and force main pipe installation and testing within the last ten (10) years.		<b>Page 4</b>   Design-Build Replacement/Rehabilitation of 72" Force Main   Miami-Dade Water & Sewer Department, Miami, FL
		<b>Page 5</b>   Design-Build Rehabilitation of 54" Force Main   Miami-Dade Water & Sewer Department, Miami, FL
		<b>Page 6</b>   48-Inch Water Main Downtown Loop Closure Design-Build   Miami-Dade Water & Sewer Department, Miami, FL
Evidence of bonding capacity to obtain separate performance and payment bonds >\$5M.		<b>Page 7</b>

## Minimum Qualifications

☆ 2019 Cuban American  
☆ Association of Civil  
☆ Engineers Project of  
☆ the Year



### 48-Inch Water Main Downtown Loop Closure Design-Build | **Miami, FL**

#### PROJECT DESCRIPTION

To close water main loops in sections of the City, Miami-Dade County brought on the Ric-Man design-build team. The 2-plus-miles-long project interconnected (looped) the Hialeah/Preston Water Treatment Plant system with the Alexander Orr Water Treatment Plant system. The closures were completed with new 48-inch, 36-inch, and 30-inch-diameter water main through urban roadway. The water main crossed under I-395, paralleled I-95, and crossed under Biscayne Boulevard—some of the most heavily traveled corridors in the country.

Ric-Man performed a jack-and-bore under the active All Aboard Florida/FEC railroad with a 72-inch-diameter casing and a 48-inch-diameter carrier pipe. Because of the location of the project, coordination was required with several security organizations, including the US Marshall's office, the Office of Homeland Security, and local prisons.

#### CLIENT

Miami-Dade Water & Sewer Department

#### CLIENT REFERENCE

👤 Carlos Baro  
📍 3071 SW 38th Ave,  
Miami, FL 33146  
☎ 305.613.4566  
✉ carlos.baros@miamidade.gov

#### DATES OF CONSTRUCTION

2018-2019

#### PROJECT COST

\$9M

#### PROJECT RELEVANCE

##### Design-Build

Two miles of 48-inch, 36-inch, and 30-inch-diameter pipeline  
Trenchless technology,  
jack-and-bore  
I-395 crossing  
Congested corridor



## Minimum Qualifications

Design-Build Institute  
of America **Honor Award**  
for Water/Wastewater



## Design-Build Replacement / Rehabilitation of 72” Force Main | **Miami, FL**

### PROJECT DESCRIPTION

Wade Trim served as the lead designer for the Ric-Man/Wade Trim Design-Build team on this emergency repair design-build project in Miami-Dade County. The project was under the Miami-Dade County Water and Sewer Department's (WASD) Consent Decree Program with planned capital improvement expenditures of \$1.6 billion over a 15-year period. WASD is the largest water and sewer utility in the southeastern United States, serving 2.3 million residents and thousands of tourists daily.

Ric-Man provided construction services including rehabilitation of 72-inch pre-stressed concrete cylinder pipe force main by means of sliplining with approximately 17,000 LF of HDPE liner. This project included a 72-inch pipe aerial crossing and the connection of a 72-inch existing aerial and 8-inch water main bypass on a second aerial.

As Lead Designer, Wade Trim provided all the design and permitting services for this 72-inch-diameter PCCP wastewater transmission pipeline lined with 64-inch HDPE

pipe. During construction, Wade Trim provided construction inspection and management for the installation of this large-diameter wastewater transmission pipeline.

Much of the project transects highly-trafficked areas and residential neighborhoods. The alignment also bisects several major highways and a major railroad. To minimize disruption to traffic and neighboring residents, a 63-inch-diameter HDPE liner system was employed for the repairs. The HDPE liner system is fused into a complete section for each pull. The HDPE is then pulled through insertion puts at various lengths, some pull lengths exceeding 3,000 feet.

This award-winning project required flows in the existing 72-inch force main to be diverted during construction. Wade Trim and Ric-Man worked closely with WASD staff and diverted flows away from the pipeline, using existing pump stations and pumping strategies. Flows from other cities, such as North Miami Beach and Miami Gardens, were diverted during construction and re-established after construction.

### CLIENT

Miami-Dade Water &  
Sewer Department

### CLIENT REFERENCE

- 👤 Miguel Pichardo
- 📍 3071 SW 38th Ave,  
Miami, FL 33146
- 📞 786.528.2573
- ✉ Miguel.Pichardo@miamidade.gov

### DATES OF CONSTRUCTION

2015-2016

### PROJECT COST

\$15.2M

### PROJECT RELEVANCE

#### Design-Build

3 miles of 63-inch-diameter  
force main  
Joint project with Ric-Man &  
Wade Trim  
Trenchless technology, sliplining  
Dewatering with well points  
MOT and public outreach  
Construction in dry season only

## Minimum Qualifications



### Design-Build Rehabilitation of 54” Force Main | **Miami, FL**

#### PROJECT DESCRIPTION

Working along the congested corridors of Miami, Ric-Man led a design-build team to rehabilitate two miles of 54-inch-diameter force main. The force main was rehabilitated by sliplining with more than two miles of 48-inch-inner-diameter HDPE liner pipe within the existing 54-inch host pipe. Dewatering was accomplished with well points and discharged into local sanitary sewers as permitted. Entry and exit pits were constructed using steel sheet pile.

Because the existing force main was critical to the County’s service area, it could only be taken out of service during the dry season, thereby mitigating flow increases caused by Florida’s wet season and high water tables. Flows were diverted away from the sewer into the County’s system so the work could be performed safely. Stringent maintenance of traffic (MOT) provisions were implemented to allow for the safe passage of vehicles, pedestrians, and emergency vehicles.

Ric-Man worked with the County to develop and implement a public outreach program notifying local residents and businesses of active work areas and communicating schedules and MOT detours as appropriate.

#### CLIENT

Miami-Dade Water & Sewer Department

#### CLIENT REFERENCE

- Warren Howard
- 3071 SW 38th Ave,  
Miami, FL 33146
- 954.300.6479
- Warren.Howard@miamidade.gov

#### DATES OF CONSTRUCTION

2017-2018

#### PROJECT COST

\$12.5M

#### PROJECT RELEVANCE

##### Design-Build

Two miles of 48-inch pipeline  
Trenchless technology in PCCP pipe  
Dry season construction  
Stringent MOT



# Evidence of Bonding Capacity

Included below is a letter from Ric-Man's surety or insurance company stating the firm is capable of obtaining separate performance and payment bonds to cover a minimum amount of \$5,000,000.



June 8, 2023

Re: Ric-Man Construction Florida, Inc.  
City of Fort Lauderdale – GTL Force Main Replacement

VTC Insurance Group has the distinct privilege of servicing the bond needs of Ric-Man Construction Florida, Inc. This organization maintains an enviable reputation for excellence and integrity, and consistently reference well with their suppliers and subcontractors.

We currently run on a day-to-day operating line of \$80,000,000 single with an aggregate program of \$160,000,000. We have issued bid, performance, and payment bonds as needed with Amerisure Mutual Insurance Company. The operating line is by no means a limit of bonding capacity but, is rather a parameter to efficiently handle routine needs. We would favorably consider any reasonable request because of Ric-Man Construction Florida, Inc.'s strong reputation. Amerisure Mutual Insurance Company has an A.M. Best Rating of A with a Financial Size Category rating of XII and is approved and licensed to do business in the State of Florida. Amerisure Mutual Insurance Company is listed in the U.S. Treasury List of Certified Companies and has a record of successful and continuous operation for 30+ years.

We appreciate the opportunity to extend our unconditional recommendation for construction or related undertakings this fine firm may entertain. Should you need any further information please do not hesitate to contact our office at 248-828-3377.

AMERISURE MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read "Jeffrey A. Chandler", is written over a horizontal line.

Jeffrey A. Chandler, Attorney-in-Fact

*Confidence. For What's Next.™*

FORT MYERS OFFICE | 4820 PORTO PINO CIRCLE, SUITE 2, FORT MYERS, FL 33912 | P 239.275.8226 F 239.275.8837



**AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY**

### POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

ALAN P. CHANDLER, ROBERT TROBEC, JEFFREY A. CHANDLER, IAN J. DONALD, T.J. GRIFFIN,

KATHLEEN M. IRELAN, SUSAN L. SMALL, JOHN L. BUDDE, STEVEN K. BRANDON

BRYAN FORMSMA and WENDY LEE HINGSON

of VTC Insurance Group, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety

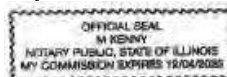


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company**

State of Illinois  
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of June, 2023.

Christopher M. Spaude, Chief Financial Officer & Treasurer

# Licensure

Below is Ric-Man's (the Proposer) General Contractor license and Wade Trim's (the Proposer's Engineer) Professional Engineer license. Additional team licenses and certifications can be found beginning on page 13.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

8:45:02 AM 6/22/2022

**ONLINE SERVICES**

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

**LICENSEE DETAILS**

**Licensee Information**

Name:	WADE TRIM, INC. (Primary Name)
Main Address:	201 N FRANKLIN STREET SUITE 1350 TAMPA Florida 33602
County:	HILLSBOROUGH
License Mailing:	25251 NORTHLINE RD TAYLOR MI 48180
License Location:	8745 HENDERSON RD, SUITE 220 TAMPA FL 33634
County:	HILLSBOROUGH

**License Information**

License Type:	Registry
Rank:	Registry
License Number:	3952
Status:	Current
Licensure Date:	06/11/1984
Expires:	

**Special Qualifications**

Qualification Effective
-------------------------

**Alternate Names**

--

[View Related License Information](#)

[View License Complaint](#)



# Business Structure | Introduction Letter



**Ric-Man Construction, FL, Inc**

3100 SW 15th Street  
Deerfield Beach, Florida 33442  
954.426.1221  
[www.ric-manfl.com](http://www.ric-manfl.com)

**City of Fort Lauderdale**

Procurement Services Division  
100 N. Andrews Avenue, 6th Floor  
Fort Lauderdale, FL 33301

**Re:** Design-Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement

Dear Michelle Lemire Selection Committee Members:

Ric-Man Construction Florida, Inc. (Ric-Man) is pleased to submit this proposal that describes our team's qualifications, knowledge, past experience, and ability to deliver projects to support this RFP/Event No. 103, Design-Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement, for the City of Fort Lauderdale.

We are ready and eager to assist the City of Fort Lauderdale in making its force main improvement project a success—not only by upgrading aged and undersized infrastructure systems but also by providing our commitment to proactively identify project challenges and work together with the City of Fort Lauderdale to manage those challenges to protect the utility's interests, as well as impacted neighborhood property owners, residents, the general public at large, and all stakeholders.

Ric-Man has assembled a proven design-build team that provides the City of Fort Lauderdale with highly qualified member firms to complete a sensitive and critical project of this nature, and as with previous and current design-build projects, Ric-Man has demonstrated our commitment to going above and beyond the minimum requirements to successfully deliver projects on time and within budget.

Ric-Man is committed to improving infrastructure systems for the City of Fort Lauderdale by adhering to its tradition of excellence and innovation. With a focus on safety and its employees, Ric-Man has positioned itself as a leader in the industry and a reliable contractor to carry out a project until completion. Our company is unique in that it approaches each project with innovation, taking into consideration the demands of that particular assignment. We invite you to explore Ric-Man's history of experience and performance, which includes construction projects of all types and sizes.

Ric-Man is highly experienced and ready to successfully deliver this important project for the City. Our experience includes the following local design-build projects:

- ➔ Design-Build, S-899, Miami-Dade Water Sewer Rehabilitation of 54-inch Force Main | Miami, Florida.
- ➔ Design-Build, DB15-WASD-03, Installation of 48-inch Diameter Water Main at Downtown Loop Closure | Miami, Florida.
- ➔ Design-Build, 19th St Pump Station, City of Miami Beach, Florida | Miami Beach, Florida.
- ➔ Design-Build, Shenandoah Water Main Improvements, Phase A | Miami, Florida.

Ric-Man excels in heavy underground and tunnel construction and delivers nothing but quality and expertise. Our heavy construction capabilities include Water and Force Main Improvements, Sewage Pumping Systems, Stormwater Drainage Collection and Transmission Systems, Hard Rock Tunneling, Soft Ground Tunneling, Open Cut Construction, Poured-in-place Reinforced Concrete Structures, Pre-stressed Concrete Cylinder Pipe, Drilled Shaft Construction, Rib & Lagging Tunnel & Shaft Construction, Highway Construction, River Crossing, Caisson Construction, Dewatering Systems, and Emergency Repair Work.

The 2016 Cuban American Association of Civil Engineers (CAACE) "Project of the Year Award" for the Gravity Sewers for Master Pump Station No. 3 (Brickell Interceptor) project further displays Ric-Man's ability, as the exclusive subcontractor, to face numerous challenges and is proof of not only our technical capability but also our ability to work on complex projects and our commitment to mutual success. We have also received past recognition, as an exclusive subcontractor, for two CAACE Project of the Year Awards in 2013 and 2014, the 2014 Design Build Institute of America (DBIA) Honor Award. In 2016 Ric-Man Construction Florida received the DBIA Honor Award for the 72-inch Force Main Design-Build along 15th Street from NW 17th Avenue to NE 10th Avenue.

The Ric-Man team provides accelerated project initiation capabilities, exceptional experience, and an excellent performance background to meet and exceed the responsibilities and tasks outlined in the scope of work, including:

- ➔ Rapid project implementation capabilities.
- ➔ Fast track project mapping and underground utility verification.
- ➔ Multiple design team configuration for simultaneous project execution.
- ➔ Extensive knowledge of existing system deficiencies.
- ➔ Emphasis on listening, collaborating, and flexibility.



President, Ric-Man Construction FL, Inc.  
954.426.1221 | dmancini@ric-manfl.com

# Proof of Corporation

Below demonstrates when Ric-Man was organized is a legal entity in Florida, including the firm's corporation number.

## *State of Florida Department of State*

I certify from the records of this office that RIC-MAN CONSTRUCTION FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on July 6, 2004.


The document number of this corporation is P04000101933.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 30, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirtieth day of January, 2023*



  
*Secretary of State*

Tracking Number: 4237316961CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

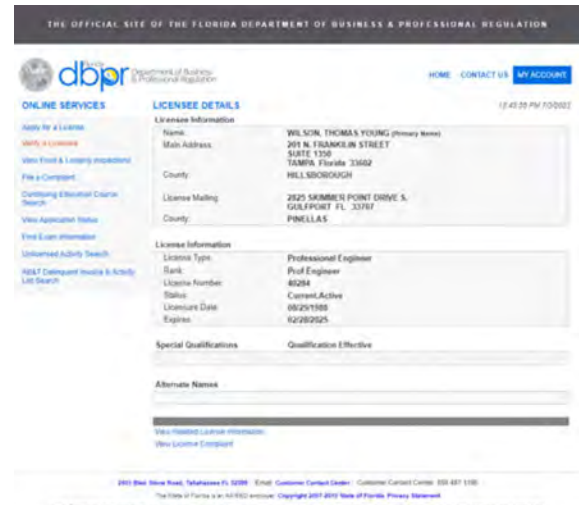
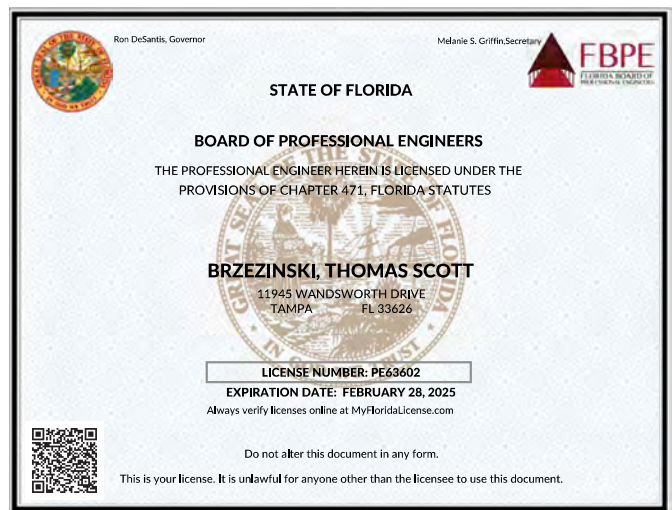
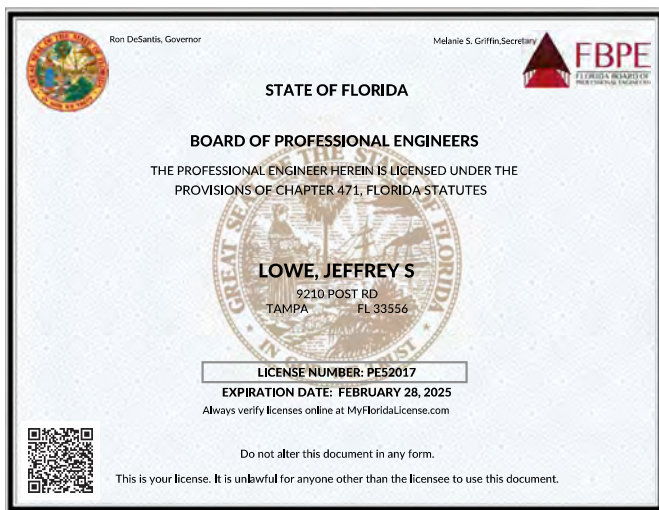
# Joint Venture/Professional Licenses

## Joint Venture

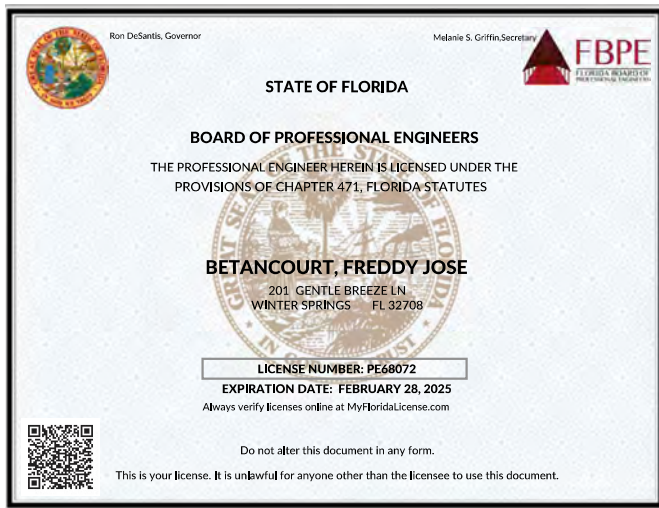
The Ric-Man team presented to the City of Fort Lauderdale is **not** a joint venture.

## Professional Licenses

Active firm professional licenses for Ric-Man (the Proposer) and Wade Trim (the Proposer's Engineer) can be found on page 9. Included below and on the following pages are professional licenses and certifications for the Ric-Man team personnel.







# Key Personnel

Names of Key Personnel and Role in this project. Name, title, name of firm, phone number, fax number, and email.

Name	Role	Phone	Fax	Email
<b>Ric-Man Construction Florida, Inc. - Lead Design-Builder</b>				
Danny Mancini, DBIA, IE	Project Principal	954.868.2405	954.462.1226	dmancini@ric-manfl.com
Dan LaCross, DBIA	Project Manager	954.895.0369	954.462.1226	dlacross@ric-manfl.com
Michael Fischer	QA/QC Manager	703.732.7717	954.462.1226	mfischer@ric-manfl.com
Steve Pecaut	Project Health & Safety Manager	757.777.6630	954.462.1226	specaut@ric-manfl.com
Brian Baribeault	General Superintendent	954.495.7820	954.462.1226	bbaribeault@ric-manfl.com
Rafael Vega	Scheduler/Project Controls Specialist	939.209.0000	954.462.1226	rvega@ric-manfl.com
<b>Wade Trim, Inc. - Lead Designer</b>				
Jeff Lowe, PE	Design Manager	727.580.8614	978.244.8601	jlowe@wadetrim.com
Tom Brzezinski, PE	Design QC/Technical Advisor	813.480.9000	978.244.8601	tbrzezinski@wadetrim.com
Freddy Betancourt, PE	Pipeline Design	813.882.4373	978.244.8601	fbetancourt@wadetrim.com
Tim Palmer, PE	Pipeline Design	813.678.2648	978.244.8601	tpalmer@wadetrim.com
Tom Wilson, PE	Trenchless Technology	813.678.2661	978.244.8601	twilson@wadetrim.com
<b>The Valerin Group - Public Relations</b>				
Justina Hicklyn Peart	Public Relations	301.332.2052	813.925.4205	justina@valerin-group.com



# Compliance with Insurance Requirements



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2023

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

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

<b>PRODUCER</b> Valenti Trobec Chandler Inc 1175 W. Long Lake, Suite 200 PO Box 4960 Troy MI 48098-4960		<b>CONTACT NAME:</b> Sue Zebrowski <b>PHONE (A/C, No, Ext):</b> (248) 530-3289 <b>FAX (A/C, No):</b> (248) 828-3741 <b>E-MAIL ADDRESS:</b> szebrowski@vtcins.com	
<b>INSURED</b> Ric-Man Construction Florida Inc. 3100 SW 15th Street Deerfield Beach FL 33442		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Amerisure Insurance Company <b>INSURER B:</b> Amerisure Partners Insurance Company <b>INSURER C:</b> Amerisure Mutual Insurance Company <b>INSURER D:</b> American Guarantee & Liab. Ins. Co. <b>INSURER E:</b> Crum & Forster Specialty Ins. Co. <b>INSURER F:</b> Phoenix Insurance Company	<b>NAIC #</b> 19488 11050 23396 26247 44520

COVERAGES				CERTIFICATE NUMBER: 23-24 Master		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 <input checked="" type="checkbox"/> X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	GL21234120001	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	CA21234110005	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU21234100002	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21234130002	6/1/2023	6/1/2024	<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
D	Excess Liability			AEC 7186303-04	6/1/2023	6/1/2024	8,000,000
E	Pollution/Professional Liab			PKC-114304	6/1/2023	6/1/2024	10,000,000 Poll/5,000,000 Prof
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Where required by written contract, City of Fort Lauderdale is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or							

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 Alan Chandler/SZEBRO

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ACORD 25 (2014/01)

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INS025 (201401)

# Workload of the Firm

## Completed & Active Projects in the Last Five Years

Ric-Man's completed and active projects over the last five years is included below, in **Exhibit 02**.

### Exhibit 02 Ric-Man's Completed & Active Projects in Florida within the Last Five Years

Project Name	Client	Dollar Value	Completion Date
<b>Completed</b>			
Shenandoah Water Main Replacement	Miami Dade County	\$17M	2018
54" Force Main NW 11th St.	Miami Dade County	\$12.5M	2018
Cape Coral CIPP- Pipe Lining	City of Cape Coral	\$1M	2018
North Bay Village Stormwater	North Bay Village	\$1.2M	2018
Panama City CIPP - Pipe Lining	Panama City	\$2.9M	2018
FDOT CIPP- Storm Water	FDOT	\$0.5M	2018
Florida Power and Light	FPL	\$0.8M	2018
48" Downtown Loop Water Main	Miami Dade County	\$ 9.1M	2019
Cape Coral CIPP- Pipe Lining	City of Cape Coral	\$1.5M	2019
Letort Interceptor	Borough of Carlisle	\$8.2M	2019
54" Emergency Repair	City of Miami Beach	\$0.5M	2019
19th St Pump Station	City of Miami Beach	\$7.4M	2020
Water Main Replacement	City of Hollywood	\$19.9M	2020
Sewer Pump Station - 28	Miami Beach	\$1.5M	2020
230KV Ductbank and Structures	Chester/FPL	\$1.1M	2020
Lift Sta Repairs	Brevard County	\$ .2M	2020
Force Main Replacement	Brevard County	\$9.9M	2021
Davis Island Water Main	City of Tampa	\$4.9M	2021
Plaza Tower		\$11.2M	2021
Surf Side Collapse	Miami Dade	\$2.4M	2021
54" FM ERT	Miami Dade	\$1.1M	2021
Orlando Force Main	Orlando	\$1.7M	2021
Catch Basin Repairs	Reliable LLC	\$0.5M	2021
Pipe Lining	Ormond Beach	\$0.5M	2021
230KV Duct bank & Structures	Chester/FPL	\$5.3M	2021
Pipe Lining	Seminole City	\$0.2M	2021
West Ave South	Miami Beach	\$5.9M	2022
Indian Creek Phase III	Miami Beach	\$17.1M	2022
60' ERT Water main	Miami Dade	\$0.4M	2022
CIPP Pipe Lining	St. Johns	\$0.4M	2022
CIPP Pipe Lining	Orange County	\$0.4M	2022
Catch Basin Repairs	Inline Environmental	\$1.0M	2022
CIPP Lining	Ormond Beach	\$0.8M	2022
<b>Active</b>			
KB 91 West Ave North	Miami Beach	\$79.4M	Jun-26
River Oaks Drainage	City of Ft. lauderdale	\$25M	Aug-23
Pine island Force Main- 24" and 30"	City of Sunrise	\$9.3M	Dec-23
Drainage Pump Station	City of Ft. Lauderdale	\$9.4M	Aug-24
Water Main Replacements	St. Petersburg	\$30M	Jun-27
Ormond Beach - CIPP Pipe Lining	Ormond Beach	\$1.0M	Jun-23

# Projected Projects

Ric-Man has not been awarded any recent projects for which a Notice to Proceed is pending.

# Concurrent Projects

**Exhibit 03** lists Ric-Man’s projects that are expected to be under construction concurrently with the GTL WWTP project.

**Exhibit 03 Projects in Florida Expected to Be Under Construction Concurrently with GTL WWTP**

Project Name	Client	Dollar Value Remaining	Anticipated Dollar Value of Remaining Work at Construction Commencement
KB 91 West Ave North	City of Miami Beach	\$69.78M	\$49M
Water main replacement	City of St Petersburg	\$30M	\$28M

The workforce and oversight for the projects at Ft. Lauderdale’s River Oaks Drainage and Pump Station will be provided by personnel familiar with the operations and procedures of both the Port and Ft. Lauderdale. Brian Baribeault, the general Superintendent at Ric-Man, and Dan LaCross, the Project Manager, possess extensive knowledge of Port operations as well as Ft. Lauderdale’s specific procedures and processes.

# Approach to Managing Concurrent Projects

Ric-Man possesses a full compliment of personnel and equipment, locally based in Deerfield Beach capable of performing multiple projects through detailed organizational processes which efficiently manage resources throughout South Florida. This includes, estimating, purchasing, contract administration, safety, and human resources departments. Bi-weekly meetings are held with all projects to ensure all issues are addressed by management with senior management participation.

# Financials

Ric-Man is a financially stable firm, as evidenced by our audited financial statements for the last three years (which are provided in a separate sealed envelope), and were hand delivered prior to bid date.

# Firm's Past Experience

Ric-Man the Design-Builder, possesses extensive expertise in utilizing the design-build project delivery method and possesses an exceptional understanding of the specific requirements set forth by the City of Fort Lauderdale. Our team at Ric-Man has successfully completed projects of similar or even larger scale, showcasing a high level of complexity, through collaboration in various project delivery methods, including design-build.

Our team's key personnel, particularly those assigned to the crucial roles of Project Manager, Design Manager, and General Superintendent, have played integral roles in the projects listed in this submission. Additionally, we have provided client references that can validate our exceptional performance. These project references focus on recently completed or nearly completed projects. With a South Florida history spanning 42 years, Ric-Man stands as a reputable provider of professional engineering services. Our staff boasts over 20 years of project experience, ensuring a wealth of knowledge and expertise. Furthermore, our partnerships with esteemed engineering and construction subcontractors, as outlined in this document, further strengthen the value we bring to each project.

## Exhibit 04 Similar Project Experience

Project Name / Client	Construction Value	Alternative Delivery	Congested Corridor	Trenchless Technology	Contaminated Soils	Maintenance of Traffic	Large Diameter Pipeline	Value Engineering
Seaport & Convention Center Security Improvement   Broward County	\$14.8M		■		■	■		
River Oaks Stormwater Improvements & Pump Stations   City of Ft. Lauderdale	\$17.2M		■			■	■	■
Design-Build Replacement/Rehabilitation of 72" Force Main   Miami-Dade Water & Sewer Department	\$15.2M	■	■	■		■	■	■
North Riverside Force Main Rehabilitation   Brevard County Purchasing Services	\$9.9M		■	■		■	■	
Design-Build Rehabilitation of 54" Force Main   Miami-Dade Water & Sewer Department	\$12.5M	■	■	■		■	■	■
Lift Station 139 Force Main Replacement   City of Orlando	\$1.7M					■	■	■
48-Inch Water Main Downtown Loop Closure Design-Build   Miami-Dade Water & Sewer Department	\$9.1M	■	■	■	■	■	■	■
Champlain Towers South Recovery   Miami- Dade County	\$2.4M				■			
Harbour Island Force Main Replacement   City of Tampa	\$100M	■	■	■	■	■	■	■
Southern Hillsborough County Supply Expansion Pipeline   Tampa Bay Water	\$316M	■	■	■	■	■	■	■
Regional Integrated Loop Phase 3C Pipeline Feasibility & Routing Study   Peace River Manasota	\$53M	■	■	■	■	■	■	■
Miami-Dade SL-3A.1/SL-3B.1-&60-Inch Transmission Force Main OOL Program   Miami-Dade Water & Sewer Department	\$53.5M		■	■	■	■	■	■





## Firm's Past Experience



# Seaport & Convention Center Security Improvement Project | Fort Lauderdale, FL

### PROJECT DESCRIPTION

Ric-Man executed comprehensive seaport and convention center security enhancements for Broward County Seaport Engineering and Construction Division. The project involved various elements, such as enhancing the security of roadways, including Eisenhower Blvd., through grading, paving, drainage, lighting, pavement markings, and more. Additionally, a new security checkpoint was constructed, replacing the existing one on Eisenhower Boulevard. Furthermore, the Port's security fiber optic network was relocated for better functionality. To fortify security, a security mesh (screen) was installed at the Northport Parking Garage. Finally, improvements were made to N.E. 20th Street, the port area, and a dock access security gate was relocated.

### Principal elements & special features

- Existing utility relocation along Eisenhower Blvd.
- Staff Port Security Credentials

- Contaminated material management & disposal
- Dynamic Messaging Signage
- Security Fence
- Drainage Installation
- Road Restoration
- Landscaping
- Critical MOT for Seaport & Convention Center Trac
- Signalization
- Concrete Curb and Gutter
- Security Guard House & Gate Construction

**Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.**

The Ric-Man team collaborated closely with the Seaport Staff to address the contamination issue at Port Everglades, ensuring that all parties involved reached mutually beneficial solutions.

### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Seaport Engineering and Facilities Maintenance Division

- 👤 Claude Gentil
- 📍 1850 Eller Dr, Fort Lauderdale, FL 33316
- 📞 954.468.0141
- ✉️ cgentil@broward.org

**YEAR STARTED/COMPLETED**  
2014-2016

**ORIGINAL/FINAL BUDGET**  
\$14.8M/\$14.8M

**PROJECT STATUS**  
Complete



## Firm's Past Experience



WADE  
TRIM



## River Oaks Stormwater Improvements (Project # 11868) & Pump Stations (Project # 12745) | Ft. Lauderdale, FL

### PROJECT DESCRIPTION

The City of Fort Lauderdale has contracted Ric-Man as the main contractor for a significant project located between Davie Road, SW 9th Avenue, State Road 84, and Interstate 95. **This project marks the largest drainage undertaking in the city's 111-year history.**

The scope of work includes the installation and removal of stormwater infrastructure, pump station installation, relocation of water mains, Cured-In-Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration, check valve installation, guardrail removal and installation, as well as Maintenance of Traffic (MOT) measures. Additionally, the project features two pump stations, with capacities of 66,000 gallons per minute (GPM) and 10,000 GPM respectively. Wade Trim assisted Ric-Man by providing design improvements to the project such as an alternate foundation design for the pump station and coffer cell structural engineering.

### Principal elements & special features

- ➔ 72" RCP
- ➔ Coffers Cells and Alternate Foundation Design by Wade Trim
- ➔ Dewatering
- ➔ Neighborhood Improvements
- ➔ MOT
- ➔ Pump Stations
- ➔ Nighttime complex phased crossing of St Rd 84

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The project entails the installation of large-diameter drainage systems within the neighborhood. It also involves implementing and managing traffic maintenance measures, including multiple detours and altering traffic patterns, to ensure smooth flow of vehicles in the area.

### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

City of Fort Lauderdale

- 👤 Juan Carlos Samuel
- 📍 100 N. Andrews Ave, Suite 619  
Fort Lauderdale, FL 33301
- 📞 954.828.6323
- ✉️ JSamuel@fortlauderdale.gov

### YEAR STARTED/COMPLETED (PROJECT # 11868)

Jan 2022/Present

### ORIGINAL/FINAL BUDGET

\$25,043,000/TBD

### PROJECT STATUS

90% Complete

### YEAR STARTED/COMPLETED (PROJECT # 12745)

June 2023/Present

### ORIGINAL/FINAL BUDGET

\$10,300,000 /TBD

### PROJECT STATUS

5% Complete

## Firm's Past Experience

☆ Design-Build Institute  
☆ of America **Honor Award**  
☆ for Water/Wastewater



# Design-Build Replacement/Rehabilitation of 72" Force Main | Miami, FL

## PROJECT DESCRIPTION

Wade Trim served as the lead designer for the Ric-Man Construction FL, Inc./Wade Trim, Inc. Design-Build team on this emergency repair design-build project in Miami-Dade County. The project was under the Miami-Dade County Water and Sewer Department's (WASD) Consent Decree Program with planned capital improvement expenditures of \$1.6 billion over a 15-year period. WASD is the largest water and sewer utility in the southeastern United States, serving 2.3 million residents and thousands of tourists daily.

Ric-Man Construction provided construction services including rehabilitation of 72-inch pre-stressed concrete cylinder pipe force main by means of sliplining with approximately 17,000 LF of HDPE liner. This project included a 72-inch pipe aerial crossing and the connection of a 72-inch existing aerial and 8-inch water main bypass on a second aerial.

As Lead Designer, Wade Trim provided all the design and permitting services for this 72-inch-diameter PCCP wastewater transmission pipeline lined with 64-inch HDPE pipe. During construction, Wade Trim provided construction inspection and management for the installation of this large-diameter wastewater transmission pipeline.

Much of the project transects highly-trafficked areas and residential neighborhoods. The alignment also bisects several major highways and a major railroad. To minimize disruption to traffic and neighboring residents, a 63-inch-diameter HDPE liner system was employed for the repairs. The HDPE liner system is fused into a complete section for each pull. The HDPE is then pulled through insertion puts at various lengths, some pull lengths exceeding 3,000 feet.

This award-winning project required flows in the existing 72-inch force main to be diverted

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade Water & Sewer Department

- 👤 Miguel Pichardo
- 📍 3071 SW 38th Avenue, Miami, FL 33146
- 📞 786.528.2573
- ✉️ miguel.pichardo@miamidade.gov

## YEAR STARTED/COMPLETED 2015/2016

## ORIGINAL/FINAL BUDGET \$14.8M/\$15.2M

## PROJECT STATUS Complete



## Design-Build Replacement/Rehabilitation of 72” Force Main | Miami, FL, Continued

during construction. Wade Trim and Ric-Man worked closely with WASD staff and diverted flows away from the pipeline, using existing pump stations and pumping strategies. Flows from other cities, such as North Miami Beach and Miami Gardens, were diverted during construction and re-established after construction.

### Principal elements & special features

- ➔ 3 miles of 63-inch-diameter force main
- ➔ Joint project with Ric-Man & Wade Trim
- ➔ Trenchless technology, sliplining
- ➔ Dewatering with well points
- ➔ MOT and public outreach
- ➔ Design-build delivery in Florida
- ➔ Construction in dry season only

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

Prior to construction, flow into the force main needed to be isolated. Using a combination of valve closures and bypass piping from neighboring communities, the section of 72-inch force main was successfully isolated so work could be safely completed.

## Firm's Past Experience



### North Riverside Force Main Rehabilitation | Melbourne, FL

#### PROJECT DESCRIPTION

Ric-Man collaborated with Brevard County Utility Services for the North Riverside Force Main Rehabilitation project. The scope of the project encompassed the construction of 17,550 linear feet of 30" ductile iron force main and 103 linear feet of 24" ductile iron force main. Additionally, it involved the removal of 17,653 linear feet of 28" HDPE force main, along with site restoration and all other necessary components to ensure project completion.

#### Principal elements & special features

- Water Distribution
- Utility Coordination in a Residential Setting

- Scheduling & Cost Estimating
- Public Right of Way & Private Property
- Permitting
- Public Outreach

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

Riverside drive is a main thoroughfare for the "beachside" residents of Brevard County. A stringent MOT was followed and extensive public outreach program so residents and businesses could travel safely without interruption during construction.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Brevard County Utility Services

- 👤 Owen W. Callard
- 📍 2262 High Dr, Mims, FL 32754
- 📞 321.633.2089
- ✉ Owen.Callard@Brevardfl.gov

#### YEAR STARTED/COMPLETED

2020/2021

#### ORIGINAL/FINAL BUDGET

\$9.7M/\$9.7M

#### PROJECT STATUS

Complete

## Firm's Past Experience



### Design-Build Rehabilitation of 54” Force Main | **Miami, FL**

#### PROJECT DESCRIPTION

Working along the congested corridors of Miami, Ric-Man led a design-build team to rehabilitate two miles of 54-inch-diameter force main. The force main was rehabilitated by sliplining with more than two miles of 48-inch-inner-diameter HDPE liner pipe within the existing 54-inch host pipe. Dewatering was accomplished with well points and discharged into local sanitary sewers as permitted. Entry and exit pits were constructed using steel sheet pile.

Because the existing force main was critical to the County's service area, it could only be taken out of service during the dry season, thereby mitigating flow increases caused by Florida's wet season and high water tables. Flows were diverted away from the sewer into the County's system so the work could be performed safely. Stringent maintenance of traffic (MOT) provisions were implemented to allow for the safe passage of vehicles, pedestrians, and emergency vehicles.

Ric-Man worked with the County to develop and implement a public outreach program notifying local residents and businesses of active work areas and communicating schedules and MOT detours as appropriate.

#### Principal elements & special features

- ➔ Two miles of 48-inch pipeline
- ➔ Trenchless technology in PCCP pipe
- ➔ Dry season construction
- ➔ Stringent MOT

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

As a design-build project, the Ric-Man team, implemented innovative ideas from the initial design phase to the successful installation of over 19,000 LF (linear feet). The synchronization of Dry Season activities with the department proved to be mutually beneficial for both parties, resulting in a successful outcome.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade Water & Sewer Department

- 👤 Warren Howard
- 📍 3071 SW 38th Ave,  
Miami, FL 33146
- 📞 954.300.6479
- ✉ Warren.Howard@miamidade.gov

#### YEAR STARTED/COMPLETED 2017/2018

#### ORIGINAL/FINAL BUDGET

\$13.3M/\$12.5M  
(Quantities not used due to innovation)

#### PROJECT STATUS

Complete



## Firm's Past Experience



### Lift Station 139 Force Main Replacement Orlando, FL

#### PROJECT DESCRIPTION

Ric-Man successfully provided and installed various components for this City of Orlando project. This included furnishing and installing 5,000 linear feet of 24-inch PVC force main, as well as 420 linear feet of 24-inch PVC force main within a 34-inch steel casing. Additionally, 5,400 linear feet of existing 24-inch PVC force main were abandoned in place. Ric-Man also took care of essential aspects such as Storm Water Pollution Prevention, Maintenance of Traffic (MOT), bypass pumping, valves, pipe appurtenances, and restoration required for the force main installation.

#### Principal elements & special features

- ➔ Sewer Force Main
- ➔ Casing Installation
- ➔ Existing Utility Identification
- ➔ ARV Replacement

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

During the construction of this project, which traversed several agricultural properties with cattle, Ric-Man took measures to protect the cattle by erecting a movable fence that prevented them from accessing the open trench.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

City of Orlando Department of Public Works

- 👤 Greg Sharp
- 📍 400 S Orange Ave, 8th Floor  
Orlando, FL 32801
- 📞 407.770.9375
- ✉️ Gregory.Sharp@cityoforlando.net

#### YEAR STARTED/COMPLETED

Feb 2021/Sept 2021

#### ORIGINAL/FINAL BUDGET

\$1.7M/\$1.7M

#### PROJECT STATUS

Complete



## Firm's Past Experience

★ 2019 Cuban American  
★ Association of Civil  
★ Engineers Project of  
★ the Year



### 48-Inch Water Main Downtown Loop Closure Design-Build | **Miami, FL**

#### PROJECT DESCRIPTION

To close water main loops in sections of the City, Miami-Dade County brought on the Ric-Man design-build team. The 2-plus-miles-long project interconnected (looped) the Hialeah/Preston Water Treatment Plant system with the Alexander Orr Water Treatment Plant system. The closures were completed with new 48-inch, 36-inch, and 30-inch-diameter water main through urban roadway. The water main crossed under I-395, paralleled I-95, and crossed under Biscayne Boulevard—some of the most heavily traveled corridors in the country.

Ric-Man performed a jack-and-bore under the active All Aboard Florida/FEC railroad with a 72-inch-diameter casing and a 48-inch-diameter carrier pipe. Because of the location of the

project, coordination was required with several security organizations, including the US Marshall's office, the Office of Homeland Security, and local prisons.

#### Principal elements & special features

- ➔ Design-Build
- ➔ 48-inch, 36-inch, and 30-inch-diameter pipeline
- ➔ Trenchless technology, jack-and-bore
- ➔ I-395 crossing
- ➔ Congested corridor

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The Ric-Man team recommended replacing the Micro Tunnel with a Jack & Bore method, resulting in cost savings that were shared with the owner.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade Water & Sewer Department

- 👤 Carlos Baro
- 📍 3071 SW 38th Ave, Miami, FL 33146
- 📞 305.613.4566
- ✉ carlos.baro@miamidade.gov

#### YEAR STARTED/COMPLETED 2018-2019

#### ORIGINAL/FINAL BUDGET \$9.5M/\$9M

#### PROJECT STATUS

Complete



## Firm's Past Experience



### Champlain Towers South Recovery | Miami, FL

#### PROJECT DESCRIPTION

Ric-Man Construction Florida played a vital role in the recovery efforts and investigation following the Champlain Towers South Building collapse. They provided machines, operators, and management staff to support Miami Dade County Fire Rescue and Miami Dade County Police. With a team of seven machines, two cranes, and over 15 operators, they worked tirelessly around the clock at both the building collapse site and the dump site. Despite challenging conditions, including poor air quality, the operators skillfully handled the delicate task of recovering human remains while preserving the crime scene. Additionally, Miami Dade County relied on the expertise of

Ric-Man Construction Florida to dewater the cleared site, allowing the investigation into the cause of the collapse to proceed.

#### Principal elements & special features

- ➔ Machines and Operators
- ➔ Dewatering

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The coordination between the Ric-Man team, first responders, and federal agencies played a vital role in the successful recovery of all the victims involved in this tragic incident.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Department of Solid Waste Management Miami-Dade County

- 👤 Michael W. Ruiz
- 📍 111 NW 1ST Street, 16th Floor  
Miami, Florida 33128
- 📞 305.375.3548
- ✉️ Michael.Ruiz@miamidade.gov

#### YEAR STARTED/COMPLETED

July 2021-July 2021

#### ORIGINAL/FINAL BUDGET

\$4.14M /\$2.42M

#### PROJECT STATUS

Complete



## Firm's Past Experience



# Harbour Island Force Main Replacement, Progressive Design-Build | Tampa, FL

## PROJECT DESCRIPTION

The overall project involves selecting an alternative to either rehabilitate or replace the existing 70-year-old, 12,000-foot-long, 54-inch-diameter sanitary force main.

Complete design-build services include route selection, design, permitting, and construction of a reliable wastewater transmission main. Route selection for this urban project was coupled with public outreach. Rehabilitation has been eliminated as a project solution but was employed for emergency rehabilitation of an approximate 500-foot-long segment that was severely degraded.

The City of Tampa eventually committed to avoiding Harbour Island with the route of the new 54-inch-diameter pipeline, through the center of downtown, following

vociferous resident outcry. The selected route starts at the intersection of Franklin Street and Old Water Street and progresses eastward in Old Water Street to Morgan Street. It will include a world-class 3,200LF microtunnel across the Ybor Ship Turning Basin to Hookers Point.

The project also includes approximately 5,200 LF of 48-inch-diameter reclaimed water main. The Tampa Port Authority suggested the two pipelines that cross port property be constructed together to minimize impacts to Port commerce. They will pass beneath the port security gates in dual 500-foot-long microtunnels.

The design includes trenchless railroad crossings and valved inter-connections with the old transmission main should it ever be needed for an emergency.

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

City of Tampa

- Charlie Lynch, PE
- 306 East Jackson Street  
Tampa, Florida 33602
- 813.274.8916
- charlie.lynch@tampagov.net

## YEAR STARTED/COMPLETED

2018-July 2023 (anticipated)

## ORIGINAL/FINAL BUDGET

\$75M/\$100M

## PROJECT STATUS

Ongoing

## Harbour Island Force Main Replacement, Progressive Design-Build | Tampa, FL, Continued

### Principal elements & special features

- ➔ 18,300 LF of pipeline installation
- ➔ 3,200 LF Micro-Tunnel
- ➔ 48- to 54-inch-diameter pipe
- ➔ Route analysis
- ➔ Congested urban corridor
- ➔ Utility coordination
- ➔ MOT
- ➔ Permitting
- ➔ Public outreach
- ➔ Subaqueous crossings
- ➔ Trenchless technology
- ➔ HDPE sliplining
- ➔ Temporary bypass

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

To isolate a section of pipeline during construction, flow needed to be bypassed. Wade Trim designed a temporary HDPE bypass line that was submerged and weighted down on the bottom of the Ybor Ship Turning Basin to Hookers Point, that improved construction budget and schedule.

## Firm's Past Experience



# Southern Hillsborough County Supply Expansion Pipeline | Tampa, FL

### PROJECT DESCRIPTION

Southern Hillsborough County is experiencing significant growth that is exceeding anticipated rate projections and increasing water capacity demand. Because the existing piping network is nearing capacity, Hillsborough County sought an additional point of connection from Tampa Bay Water, who is Hillsborough County's water provider. The point of connection is approximately 30 miles from Tampa Bay Water's surface water treatment plant and is separated by congested urban corridors and environmentally sensitive areas in Hillsborough County.

Wade Trim was hired as the lead designer of a 15-mile section of this pipeline that will run from Tampa Bay Water's surface water treatment plant to Hillsborough County's Lithia Water Treatment Plant. The 60-inch-diameter steel pipeline will run through a challenging corridor with crossings under rivers, waterways, several

major intersections, I-75, major existing utilities, and railroad tracks.

Final pipeline design included pipe material selection, location of appurtenances such as valves and access manways, and cathodic protection for corrosion resistance of the steel pipe. Major crossings, such as the Alafia River, will be done in tunnel and/or jack-and-bore trenchless technology.

Permitting efforts required coordination with multiple regulatory agencies, including Florida Department of Transportation (FDOT), United States Army Corps of Engineers (USACE), and Florida Department of Environmental Protection (FDEP). A proactive permitting strategy obtained permits ahead of construction by involving permitting and regulatory agencies early in the design process, thereby reducing permit application review time.

### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Tampa Bay Water

- Justin Fox, PE
- 2575 Enterprise Road  
Clearwater, FL 33763
- 813.245.2106
- jfox@tampabaywater.org

### YEAR STARTED/COMPLETED

2022/Ongoing

### ORIGINAL/FINAL BUDGET

\$316M/TBD

### PROJECT STATUS

The project is currently under design and will be delivered using a Construction Manager at Risk (CMAR) alternative delivery model.

## Southern Hillsborough County Supply Expansion Pipeline | Tampa, FL, Continued

### Principal elements & special features

- ➔ 80,000 LF of 60-inch water transmission main
- ➔ Congested urban corridor
- ➔ Utility coordination
- ➔ MOT
- ➔ Roadway restoration
- ➔ Permitting
- ➔ Public outreach
- ➔ Trenchless technology –
- ➔ Jack-and-bore
- ➔ I-75 crossing
- ➔ Steel pipe
- ➔ Cathodic protection
- ➔ Tidally influenced coastal area
- ➔ Environmentally sensitive areas
- ➔ High water table

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The project included a full route study with five routes considered and evaluated using Wade Trim's route evaluation process. The selected route was supported with land acquisition support services to assist Tampa Bay Water in obtaining needed land and easements.



## Firm's Past Experience



### Regional Integrated Loop Phase 3C Pipeline | Sarasota, FL

#### PROJECT DESCRIPTION

Wade Trim is part of a progressive design-build team to increase capacity to the Peace River Manasota Water Supply Authority's water transmission system. The project includes designing and constructing a 7-mile, 42-inch diameter steel water transmission main to extend the authority's water system. The project travels through several different terrains, from vacant fields to congested residential/commercial corridors. There are five canal and roadway crossings that require jack-and-bore technology. An additional water crossing will be accomplished with an aerial crossing. Wade Trim completed the original pipeline route study.

The project begins near Sarasota National Cemetery on Clark Road (SR 72) in Sarasota County and continues northward for a distance of about 10 miles to the vicinity of Fruitville Road in central Sarasota

County. The pipeline then extends from east of I-75 westward 8 miles to Lockwood Ridge Road and then north for another 2 miles to reach University Parkway. The project includes planning and siting for a pumping and storage facility. The available corridors are congested with existing utilities. Route selection will be impacted by the location of existing utilities.

To determine the ultimate pipeline configuration, Wade Trim used the following design parameters: pipeline routes, delivery requirements, pipe sizes, pumping and storage requirements, recommended interconnection points, water quality considerations, alternatives (such as local system improvements), estimated project costs, and project duration. Wade Trim used a decision-making tool that evaluated all the parameters and weighed them to select the best route.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Peace River Manasota Regional Water Supply Authority

-  Richard Anderson
-  9415 Town Center Pkwy  
Lakewood Ranch, FL 34202
-  941.316.1776
-  richardanderson@regionalwater.org

#### YEAR STARTED/COMPLETED

2022/on-going

#### ORIGINAL/FINAL BUDGET

\$53M/TBD

#### PROJECT STATUS

The project is currently in the design phase

## Regional Integrated Loop Phase 3C Pipeline Feasibility & Routing Study | Sarasota, FL, Continued

### Principal elements & special features

- ➔ Seven miles of 42- inch steel pipe
- ➔ Utility coordination
- ➔ Congested urban corridor
- ➔ Cathodic Protection
- ➔ Improved water system reliability
- ➔ Improved water delivery capacity
- ➔ Five jack-and-bores
- ➔ Canal and roadway crossings
- ➔ one aerial crossing

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

To protect the long-term reliability of the asset, the pipeline received cathodic protection for the entire route.



### Miami-Dade SL-3A.1/SL-3B.1-&60-Inch Transmission Force Main OOL Program | **Miami, FL**

#### PROJECT DESCRIPTION

As part of the Ocean Outfall Legislation (OOL) program, Miami-Dade County's Water and Sewer Department (WASD) undertook the design and construction of several miles of large-diameter wastewater force mains to redirect wastewater effluent and eliminate ocean outfalls. The County engaged Wade Trim in a continuous engineering services agreement to design several sections of these large-diameter force mains.

SL-3A.1 is a 8,600 LF, 60-inch large-diameter transmission force main that will convey wastewater flow from the County's Southwest Booster Pump Station (SP-1) to a 60-inch-diameter pipeline located just south of the intersection at SW 137th Avenue and SW 152nd Street and will continue conveyance of flow from SP-1 south. The proposed transmission main starts at SP-1 with a 54-inch-diameter ductile iron pipe (DIP) section and

is located along SW 136th Street, extends east along SW 136th Street, and turns south along SW 137th Avenue where it transitions into a 60-inch-diameter force main, finally connecting to a 60-inch-diameter precast concrete cylinder pipe (PCCP) force main south of the SW 152nd Street and SW 137th Avenue intersection.

SL-3B.1 is a 36-inch-diameter DIP suction force main proposed to convey sewage from the Country Walk area to SP-1. It has an approximate length of 7,500 LF. The force main runs generally parallel to the 60-inch-diameter SL-3A.1 near the SW 152nd Street and SW 137th Avenue intersection, where it connects to two existing 16-inch force mains and one 20-inch force main. The 36-inch force main extends north along SW 137th Avenue, then west along SW 136th Street before connecting to the suction side of SP-1.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade County Water and Sewer Department

- Jim Ferguson
- 3071 SW 38th Ave,  
Miami, FL 33146
- 305.607.0799
- james.ferguson@miamidade.gov

**YEAR STARTED/COMPLETED**  
2018/2019

**ORIGINAL/FINAL BUDGET**  
\$53.5M/\$53.5M

**PROJECT STATUS**  
The project is at 60% design.

## Miami-Dade SL-3A.1/SL-3B.1-&60-Inch Transmission Force Main OOL Program | Miami, FL, Continued

The alignment of the 36-inch and 60-inch–diameter force mains, which has a minimum design pressure of 100 psi, runs under SW 137th Avenue, a congested corridor where several existing utilities are located within the right-of-way including water main, sanitary sewer, stormwater, telecommunications, and gas. It is a highly traveled roadway that runs through a mainly residential neighborhood with light commercial businesses in some areas.

The alignment of both force mains runs under two highly trafficked roadway intersections: SW 137th Avenue and SW 152nd Street, and SW 137th Avenue and SW 136th Street, where crossings were designed using open-cut. The alignment also crosses under a CSX railroad where the crossing will be constructed using jack-and-bore. Wade Trim provided a strong risk management program using a risk register, updated regularly and distributed to the client monthly for review and discussion to address and resolve risk items quickly and efficiently.

### Principal elements & special features

- ➔ Engineering design
- ➔ Permitting
- ➔ Construction inspection
- ➔ Construction management
- ➔ 16,000 LF of wastewater force main design
- ➔ 36- to 60-inch–diameter pressure pipe
- ➔ Narrow, congested corridor
- ➔ PCCP and DIP pipe material
- ➔ Open-cut technology
- ➔ Trenchless technology – jack-and-bore
- ➔ Major roadway crossing
- ➔ Contaminated soil
- ➔ Residential right-of-way

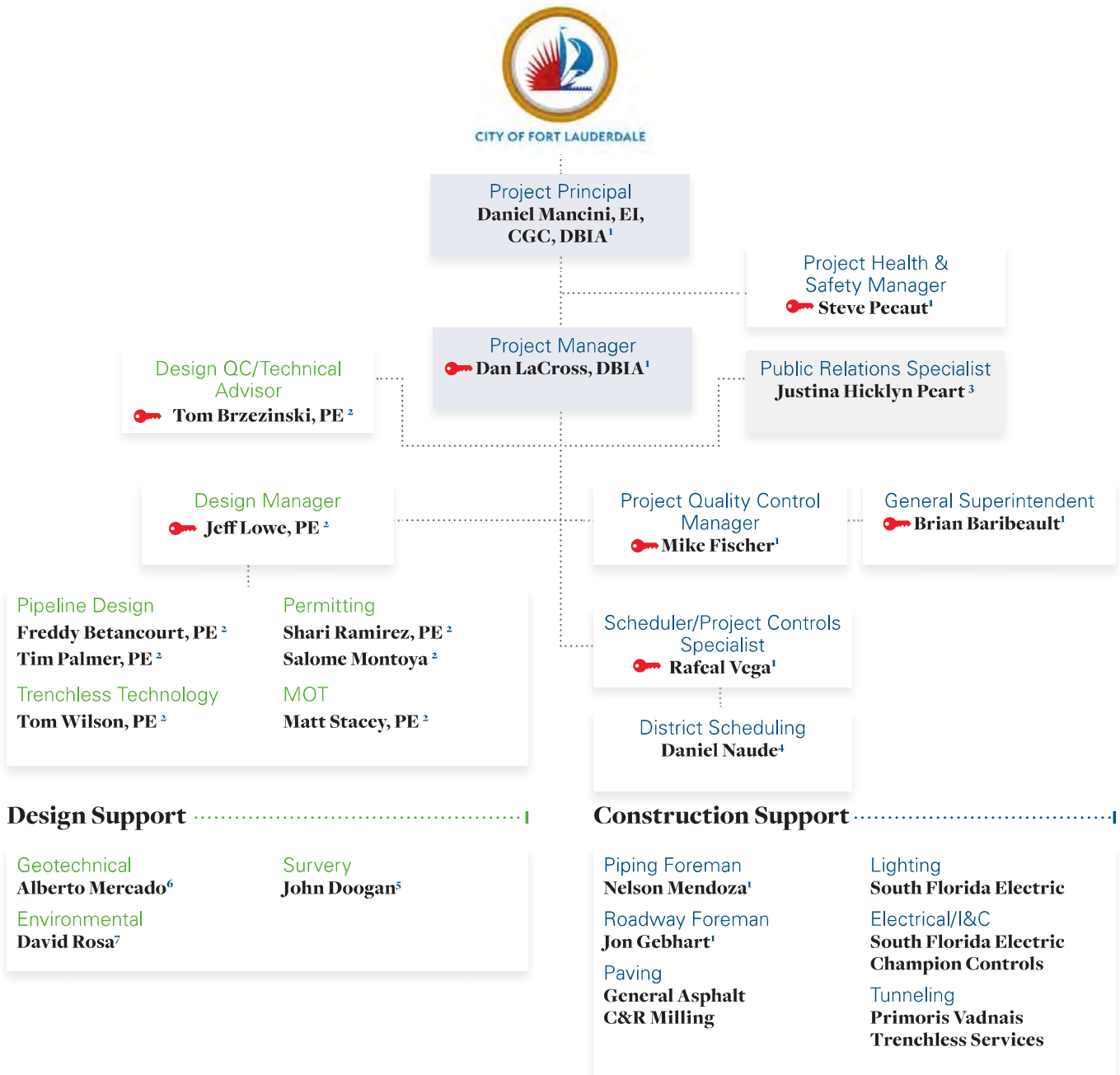
### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

Wade Trim selected predominately open-cut technology for the installation of the pipeline. In an attempt to reduce the amount of maintenance of traffic during construction, Wade Trim located the alignment of the pipelines to allow for continuous two-lane travel during construction in both directions of this six-lane boulevard by using the median as much as possible.

# Key Personnel

## Organizational Chart

Included below is an organization chart for the proposed key personnel and other proposed staff comprising the Ric-Man team. Resumes for the key personnel (denoted by keys in the organization chart) begin on page 39. Resumes for additional key personnel can be found on page 54.



## Legend

**Key Personnel** | Ric-Man Construction Florida<sup>1</sup> | Wade Trim<sup>2</sup> | Valerin<sup>3</sup> | CPM Consultants<sup>4</sup> | Avirom & Associates<sup>5</sup> | Universal Engineering Services<sup>6</sup> | McFarland Johnson<sup>7</sup>





## Daniel LaCross, DBIA Project Manager

As Ric-Man's most senior design-build manager, Dan brings extensive experience managing and estimating design-build projects over the last 10 years. The foundation he built early in his career managing construction projects provides insights on how to handle challenges in the field and drive projects to a successful completion. This practical understanding of construction is key to leading the team vision for DB delivery as well as managing schedule and budget.

### PROJECT EXPERIENCE

**Alternative Delivery | Replacement/Rehabilitation OF 72" Force Main, Miami, FL | Project Manager.** A Design-Build Project for the replacement/rehabilitation of 72-inch Sanitary Sewer Force Main along NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue. Rehabilitation of 72" pre-stressed concrete cylinder pipe force main by mean of slip lining with approximately 17,000 LF of 63" HDPE liner. The project included 17,060 LF of HDPE Pipe, three valves and 48 ARV/Connections/Manways. \$15.2M

**Alternative Delivery | Shenandoah Phase A, Neighborhood Project, Miami-Dade County, Florida | Project Manager.** A neighborhood improvement project including the installation of 39,000 LF of water main plus the conversion of over 750 existing water services in downtown Miami. Work includes extensive MOT coordination, milling and re-surfacing the roadway, new curb, gutter and sidewalks; landscaping and general restoration of disturbed areas. \$17M

**Alternative Delivery | DB15-WASD-03, Installation of 48" diameter Water Main at Downtown Loop Closure, Miami, FL | Project Manager.** Design-build project for Miami Dade County in high urban settings in Downtown Miami includes the installation of a 7,500 LF of new 45", 36" and 20" water main to include the reliability of service in the City of Miami's Central business and a railroad crossing via jack and bore method and a motor phase open cut across Biscayne Blvd and key components of the unit. \$9M

**DB14 WASD-01 Rehabilitation and Replacement via lining existing PCCP pipe with 63-Inch HDPE along NW/NE 159th St. from NW 17th Ave to NE 10 Ave., Miami-Dade County, Florida | Project Manager.** This design/build project includes the installation of shored and unshared insertion and pull pits at multiple locations on public streets and ROW over 14,000 LF of existing Force main along with the grouting of the annular space to lock in the 63-inch lining pipe into the existing, deteriorated 72-inch PCCP. The work requires daily interface with the traveling public, MOT and private property owners. Restoration work includes milling, re-paving, seeding and sodding at all disturbed areas. \$15.2M

### EDUCATION

BS, Accounting, Ferris State University

### PROFESSIONAL CREDENTIALS

DBIA Certified Professional

Competent Person Trained, Trench Safety, OSHA

Confined Space Trained, OSHA

### UNIQUE QUALIFICATIONS

Managed 10 DB projects and 58 Florida construction projects

Consistently manages to schedule and budget

Extensive experience in estimating and managing projects in the water and wastewater sector

Excellent PIO presence with homeowners

Extensive knowledge in managing water main design build projects



**Hollywood Water Main Replacement, Hollywood, Florida**  
**| Project Manager.** This project installation of 137,000 linear feet of 8-inch, 6-inch, and 4-inch water mains in the Hollywood Lakes Community. The project was constructed in five phases by street locations, including FDOT roadways and over 2,500 service connections to existing residences and full milling and overlay of all roadways affected by the new watermain installation (over 156,000 sy). Ric-Man performed all traffic control via approved MOT plans, replaced irrigation and landscaping including traffic loops impacted by the work. Ric-Man disposed of 25,000 sy of unsuitable soil and replaced with suitable fill as required by the engineer. The materials used included ductile iron, PVC and HDPE pipe. \$20M

**DB13-WASD-01 /Installation of Gravity Sewer Interceptors for Master Pump Station No. 3, Miami-Dade County, Florida**  
**| Construction Manager.** With direction from the lead construction firm, construction manager, Daniel is responsible for daily on-site, direct supervision of foreman and labor forces. He schedules equipment and delivery of materials, coordinates subcontractors and is responsible for maintaining the project schedule, quality control and working relationship with owner's representatives and the public in general. He produces estimating schedules and all documentation associated with this project. \$11M

**UAZ 314, 316 & 318 Broward County Water and Sewer Improvements, Fort Lauderdale, Florida**  
**| Project Manager.** 3,900 LF of water main, valves and appurtenances including over 450 single and double service connections. Restoration included 54,000 SY of paving, sidewalks and over 20,000 SY of driveway apron restoration and harmonization, utility relocations, traffic signaling and irrigation system replacement. Extensive MOT was utilized to mitigate traffic impacts to protect crews and pedestrians. Replacement and re-planting of trees, sodding, fencing, and curb and gutter work was an integral part of the work. \$8.4M



## Steve Pecaut

### Project Health & Safety Manager

Steve has extensive experience working as a Safety Manager, where his primary role involves enforcing and upholding safety policies. He ensures that safety literature pertaining to all machinery and equipment is consistently maintained. Additionally, Steve is accountable for adhering to company policies and procedures, while also taking the lead in devising and implementing safety initiatives aimed at achieving an impeccable track record of zero injuries.

#### PROJECT EXPERIENCE

**Alternative Delivery | Services West Avenue Improvements Phase II South of 14th Street Miami Dade County, Florida | Safety Manager.** Design/Build to upgrade all utilities water, sewer, drainage and roadway elevations to combat sea level rise in the West Avenue neighborhood from 8th Street to 14th Street West Avenue to Alton Road. Project includes substantial street end enhancements, emergency generators for existing Pump Stations and expansion of green spaces to promote resiliency per the City's plan.

**Alternative Delivery | Services West Avenue Improvements Phase II North of 14th Street, Miami Dade County, Florida | Safety Manager.** Design/Build to upgrade all utilities water, sewer, drainage and roadway elevations to combat sea level rise in the West Avenue neighborhood from 14th Street to 17th Street along Bay Road and West Avenue to Alton Road. Project includes substantial street end enhancements, emergency generators for existing Pump Stations and expansion of green spaces to promote resiliency per the City's plan. 1 – 120,000 GPM drainage Pump Station and emergency generator at Lincoln Road.

**Alternative Delivery | 19th Street, Pump Station Miami Beach, FL | Safety Manager.** Design-Build storm water pump station located at the new convention center features a 30' deep (40' x 50') coerdam housing new structures and pumping equipment capable of moving 80,000 gallons to Collins canal as an integral part of the City of Miami Beach storm water rise program.

**Indian Creek (S.R. A1A) Phase III Improvements, Miami-Dade County, FL. Miami-Dade County, Florida | Safety Manager.** The Indian Creek Dr. (SR A1A) Improvements project involves constructing and enhancing the stretch between south of 25th Street and 41st Street. The scope of work includes site preparation, clearing and grubbing, earthwork to raise road elevations to a minimum crown elevation of 3.7 feet NAVD, transitioning into crossing streets, harmonizing adjacent properties (including reconstructing driveways and pedestrian accesses), installing gravity walls and handrails where necessary, implementing a new drainage system, constructing a pump station with pumps, generators, and control cabinets, installing new street lights, replacing existing signalized intersections with mast arms and related equipment, applying new pavement markings and street signs, adding new landscaping, accommodating street parking, bus stops, and bus shelters, and replacing other pedestrian features within the existing right of way.

#### PROFESSIONAL CREDENTIALS

Inventor: Holder of Patent No. 5,020,134 for CATV Signal Distribution System & Local Status Monitoring

USACE Construction Quality Management

NIMS Incident Command Level I, All-Hazards Command, Control, & Coordination

Trainer- OSHA 500 Construction Safety and Health Outreach

OSHA 510 Policies & Procedures

OSHA 30hr. Risk Management / Health & Safety Awareness



## Mike Fischer

### Project Quality Control Manager

With over 40 years of industry experience, Michael is a seasoned professional in estimating, supervising, and managing heavy civil projects. His expertise spans pump stations, water and wastewater plants, roads, and bridges, delivered through both hard bid and design-build approaches. Michael possesses exceptional leadership and communication skills, adept at navigating constructability issues and quality control coordination with Engineering of Record (EOR) teams. Furthermore, he maintains a strong presence as a point of contact for Public Information Officers (PIO) when engaging with home and business owners.

#### PROJECT EXPERIENCE

**Alternative Delivery | Stormwater Pump Station Project No. 2016-052-KB At NE Corner Of Convention Center Dr. (Phase II), Miami Beach, FL | COO/QC Manager.** Design Build project with drainage work connecting the existing storm water network to a new pump station within the Convention Center site. The storm water tank network consists of new piping, pump station and replacement of existing piping. The piping includes a new 10' x 5' trunk line along Convention Center Drive and 19th Street. A new trunk line along 17th Street will replace the existing piping to improve conveyance to the new trunk line. Several existing pipes throughout the system will be replaced with larger pipes to improve conveyance.

**Alternative Delivery | Replacement/Rehabilitation OF 72" Force Main, Miami, FL | COO/QC Manager.** A Design Build Project for the replacement/rehabilitation of 72-inch Sanitary Sewer Force Main along NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue. Rehabilitation of 72" pre-stressed concrete cylinder pipe force main by mean of slip lining with approximately 17,000 LF of 63" HDPE liner. The project included 17,060 LF of HDPE Pipe, three valves and 48 ARV/Connections/Manways. \$15.2M

**Alternative Delivery | DB15-WASD-03, Installation of 48" diameter Water Main at Downtown Loop Closure, Miami, FL | COO/QC Manager.** Design build project for Miami Dade County in high urban settings in Downtown Miami includes the installation of a 7,500 LF of new 45", 36" and 20" water main to include the reliability of service in the City of Miami's Central business and a railroad crossing via jack and bore method and a motor phase open cut across Biscayne Blvd and key components of the unit. \$9M

**Alternative Delivery | Rehabilitation of 54" Force Main, Miami, FL | COO/QC Manager.** Design Build project with the rehabilitation of approximately 19,000 LF of 54-inch force main from NW 11th Street and NW 37th Avenue to NW 2nd Street and NW 67th Avenue. Install a new 48-inch ID HDPE liner pipe within the existing 54-inch PCCP utilizing the slip lining method of installation. Work was performed on two (2) phases to deal with South Florida's wet season in extreme water/dewatering conditions. \$12.5M

#### EDUCATION

Polytechnic Institute of New York,  
AAS Civil Engineering, Nassau  
College, Garden City, NY

#### PROFESSIONAL CREDENTIALS

10-Hour Competence – OSHA  
Compliance, CPR/First Aid, Confined  
Space Entry

#### UNIQUE QUALIFICATIONS

Excellent leadership and  
communication skills

Performs Constructability and QC  
interface with EOR's

Solid PIO presence with Home and  
Business Owners

**North Riverside Drive PVC Force Main Replacement, Melbourne, FL | COO/QC Manager.** The project consists of construction of 17,550 LF of 30" ductile iron force main, 103 LF of 24" ductile iron force main, the removal of 17,653 LF of 28" HDPE force main, site restoration, and all other incidentals necessary to complete the work in accordance with the Contract Documents. \$9.7M

**Davis Island Water Main Replacement, Tampa, FL | COO/QC Manager.** Furnish and install approximately 3,976 lf of 6-inch, 314 lf of 12-inch, and 7,007 lf of 16-inch ductile iron water main including all required appurtenances and fittings, cutting and plugging, roadway restoration, sidewalk and driveways restoration, sodding of roadside and ditch, trac control, tree protection, grouting of abandoned pipe, valve adjustment and removal. The Davis Island Water Main project is part of the Progressive Infrastructure Planning to ensure Sustainability (PIPES) \$4.5M

**Hollywood Water Main Replacement, Hollywood, Florida | COO/QC Manager.** This project installation of 137,000 linear feet of 8-inch, 6-inch, and 4-inch water mains in the Hollywood Lakes Community. The project was constructed in five phases by street locations, including FDOT roadways and over 2,500 service connections to existing residences and full milling and overlay of all roadways affected by the new watermain installation (over 156,000 sy). Ric-Man performed all trac control via approved MOT plans, replaced irrigation and landscaping including trac loops impacted by the work. Ric-Man disposed of 25,000 sy of unsuitable soil and replaced with suitable fill as required by the engineer. The materials used included ductile iron, PVC and HDPE pipe. \$20M

**UAZ 314, 316 & 318 Broward County Water and Sewer Improvements, Fort Lauderdale, Florida | COO/QC Manager.** 3,900 LF of water main, valves and appurtenances including over 450 single and double service connections. Restoration included 54,000 SY of paving, sidewalks and over 20,000 SY of driveway apron restoration and harmonization, utility relocations, trac signaling and irrigation system replacement. Extensive MOT was utilized to mitigate trac impacts to protect crews and pedestrians. Replacement and re-planting of trees, sodding, fencing, and curb and gutter work was an integral part of the work. \$8.4M



## Brian Baribeault

### General Superintendent

Brian leads construction crews with a focus on safety and efficiency. His excellent communication skills facilitate smooth interactions with inspectors and QA/QC staff, ensuring project objectives are met. With over 20 years of experience, Brian has supervised deep excavations and large-diameter pipe installations for water, sanitary, and drainage projects, enhancing his strong field perspective. He has also been involved in six design-build projects in the past decade. Brian's expertise extends to planning, scheduling, and construction management, and he excels in public interface and outreach to homeowners and businesses.

### PROJECT EXPERIENCE

**Alternative Delivery | Replacement/Rehabilitation of 72-Inch Force Main, Miami-Dade Water and Sewer Department, Miami, FL | General Superintendent.**

A Design Build Project for the replacement/rehabilitation of 72-inch Sanitary Sewer Force Main along NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue. Rehabilitation of 72" pre-stressed concrete cylinder pipe force main by mean of slip lining with approximately 17,000 LF of 63" HDPE liner. The project included 17,060 LF of HDPE Pipe, three valves and 48 ARV/Connections/Manways. \$15.2M

**Alternative Delivery | 48-Inch Water Main Downtown Loop Closure, Miami-Dade Water and Sewer Department, Miami-Dade County, FL. General Superintendent.**

Design build project for Miami Dade County in high urban settings in Downtown Miami includes the installation of a 7,500 LF of new 45", 36" and 20" water main to include the reliability of service in the City of Miami's Central business and a railroad crossing via jack and bore method and a motor phase open cut across Biscayne Blvd and key components of the unit. \$9M

**Alternative Delivery | Rehabilitation of 54" Force Main, Miami, FL.**

**Superintendent.** Design Build project with the rehabilitation of approximately 19,000 LF of 54-inch force main from NW 11th Street and NW 37th Avenue to NW 2nd Street and NW 67th Avenue. Install a new 48-inch ID HDPE liner pipe within the existing 54-inch PCCP utilizing the slip lining method of installation. Work was performed on two (2) phases to deal with South Florida's wet season in extreme water/dewatering conditions. \$12.5M

**Alternative Delivery | Replacement/Rehabilitation OF 72" Force Main, Miami, FL | General Superintendent.**

A Design Build Project for the replacement/rehabilitation of 72-inch Sanitary Sewer Force Main along NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue. Rehabilitation of 72" pre-stressed concrete cylinder pipe force main by mean of slip lining with approximately 17,000 LF of 63" HDPE liner. The project included 17,060 LF of HDPE Pipe, three valves and 48 ARV/Connections/Manways. \$15.2M

### EDUCATION

Boca Raton High School

### PROFESSIONAL CREDENTIALS

30-Hour Construction, OSHA

Confined Space Entry, Trenching and Shoring, Rigging and Signals, and Diving Certified

Class A CDL

CPR and Medical First Aid Training

### UNIQUE QUALIFICATIONS

Excellent field supervision and management experience

Understands interface/PIO with home and business owners

Multiple design build experience on neighborhood projects

Outstanding planner and execution of schedule



**Alternative Delivery | DB10-WASD-01 ESP 54-Inch Sewer Force Main Replacement From Government Cut to Miami Beach Part 1, Miami, FL | General Foreman.** This design-build project was completed to replace an aging 54-inch sewage force main in critical condition. The Ric-Man design-build team completed installation of approximately 700 LF of 60-inch pressure pipe to service as a new wastewater force main. The primary method of installation was via micro tunnel inside a 72-inch diameter casing pipe. The micro tunnel was constructed under open water. The 60-inch carrier pipe was grouted inside the casing pipe with a minimum design life of 80 years. \$16.6M

**Alternative Delivery | DB10-WASD-01 ESP 54-Inch Sewer Force Main Replacement From Government Cut to Miami Beach Part 2, Miami, FL | General Foreman.** Ric-Man was issued an Emergency Change Order for the replacement of the existing 54-inch sewer force main under Government Cut Channel including providing deep shafts on land at Fisher Island and a second deep shaft in the water, south of the City of Miami Beach; and a third shaft on land in the City of Miami Beach, within South Point Park. The 54-inch sewer force main was replaced with a 60-inch inside diameter force main and installed by micro tunnel boring machine (MTBM) methodology from South Point Park to Ric-Man's retrieval shaft in the water within government cut just south of the City of Miami Beach. Approximately 700 linear feet was performed at a depth of 63-feet below sea level. Additionally, we installed approximately 480 linear feet of 60-inch PCCP via open cut method at the South end of Washington Avenue and West end of Commerce Street tying the new 60-inch pipeline to the point of connection in South Point Park. \$45.8M

**North Riverside Drive PVC Force Main Replacement, Melbourne, FL | General Superintendent.** The project consists of construction of 17,550 LF of 30" ductile iron force main, 103 LF of 24" ductile iron force main, the removal of 17,653 LF of 28" HDPE force main, site restoration, and all other incidentals necessary to complete the work in accordance with the Contract Documents. \$9.7M

**Davis Island Water Main Replacement, Tampa, FL | General Superintendent.** Furnish and install approximately 3,976 lf of 6-inch, 314 lf of 12-inch, and 7,007 lf of 16-inch ductile iron water main including all required appurtenances and fittings, cutting and plugging, roadway restoration, sidewalk and driveways restoration, sodding of roadside and ditch, trac control, tree protection, grouting of abandoned pipe, valve adjustment and removal. The Davis island Water Main project is part of the Progressive Infrastructure Planning to ensure Sustainability (PIPES) \$4.5M

**Hollywood Water Main Replacement Hollywood, Florida | General Superintendent.** This project installation of 137,000 linear feet of 8-inch, 6-inch, and 4-inch water mains in the Hollywood Lakes Community. The project was constructed in five phases by street locations, including FDOT roadways and over 2,500 service connections to existing residences and full milling and overlay of all roadways affected by the new watermain installation (over 156,000 sy). Ric-Man performed all trac control via approved MOT plans, replaced irrigation and landscaping including trac loops impacted by the work. Ric-Man disposed of 25,000 sy of unsuitable soil and replaced with suitable fill as required by the engineer. The materials used included ductile iron, PVC and HDPE pipe. \$20M





## Rafael Vega

### Scheduler/Project Controls Specialist

Rafael holds the role of Project Manager/Lead Estimator at Ric-Man, overseeing all estimating and preconstruction activities. He plays a key role in Cured-In-Place Pipe (CIPP) projects, providing assistance to the management team. Rafael's expertise encompasses crew organization, subcontractor coordination, risk assessment, turnover documentation, value engineering (VE), hard bids, and construction manager at risk (CMAR) and design-build projects. He also possesses knowledge in building and site layout, underground utilities planning, pipe and concrete calculations, excavation layout, cut and fill processes, volume computations, and re-designing and making drawing modifications.

### PROJECT EXPERIENCE

**Indian Creek (S.R. A1A) Phase III Improvements, Miami-Dade County, FL | Senior Estimator/Scheduler.** Miami-Dade County, Florida Construction of the Indian Creek Dr. (SR A1A) Improvements from south of 25th Street to 41st Street. The work shall include but not be limited to site preparation; clearing and grubbing; earthwork, raising the elevation of the roads within the project limits to minimum crown elevation of 3.7 feet North American Vertical Datum of 1988 (NAVD) and transitioning into crossing streets; harmonization of all adjacent properties, including but not limited to reconstructing impacted driveways and pedestrian accesses; installation of gravity walls and handrails in areas where harmonization of properties is not feasible; installation of a new drainage system, yard drains and/or driveway trench drains; complete construction of pump station including but not limited to installation of pumps, generator, control cabinets; providing new street lights; replacing existing signalized intersections with new mast arms and applicable equipment; applying new pavement markings, installing new street signs; providing new landscaping; accommodating street parking, bus stops, bus shelters, and replacing all other pedestrian features located within the existing right of way. \$13.6M

**West Avenue 090/091, Miami, FL | Senior Estimator/Scheduler.** Design Build services for West Avenue North & South for Utility, Drainage & Roadway Improvements. Includes new Pump Station, Drainage, Water Main & Gravity Sewer Replacement.

### EDUCATION

Polytechnic University of Puerto Rico 1996 - 1998

Over 50 Credits in Land Surveying & Geomatics

### PROFESSIONAL CREDENTIALS

Estimate of Construction Cost  
-Bortech Institute, San Juan  
Puerto Rico, 2003

In Roads - Bentley, FL, 2005

U.S. Coast Guard Merchant Mariner  
- Salinas, Puerto Rico, 2014

CPR First Aid - 2014

OSHA 300

Crane Safety Awareness

## Concerning Subconsultants, Suppliers & Others

With its own organization, Ric-Man will perform at least 40% of the total dollar amount of the work that is to be performed under RFP # 103, Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement.

Ric-Man will subcontract the paving, striping, and signage as well as the electrical and controls as the well field.

# Safety

The safety program of Ric-Man is a comprehensive study focused on continuous improvement. We conduct regular audits and inspections and actively seek feedback from our employees and clients. Based on this input, we develop clear, concise, and up-to-date policies and training agendas.

We carefully evaluate potential candidates for employment, considering their safety awareness and experience with safe practices. Our on-boarding process includes extensive safety orientation, followed by thorough and enhanced safety training schedules.

Each day, our crew, led by experienced Foremen, begins by reviewing potential physical, chemical, and security risks. We then conduct Job Safety Analysis (JSA) to ensure that we conduct ourselves accordingly. We closely monitor the environment and implement necessary controls to safeguard our staff. Our staff is well-informed about incident reporting and emergency responses, and we regularly review and share "lessons learned" across the organization.

Ric-Man Construction Florida's Safety Program is committed to fostering a safe, secure, and ever-evolving environment to protect our staff, citizens, and clients from harm. Since January of 2023, we have worked over 80,000 hours without a single recordable or lost time incident.

## Ric-Man's Safety Training

Ric-Man recognizes that safety and health is everyone's business. **Our employees' safety and health is our future.** The effectiveness of our program depends on the commitment and priority given by not only owners and managers, but by all personnel.



Our commitment to safety is reflected in our safety performance over the past five years. Please review our most recent Experience Modification Rate (EMR), which is provided on official letterhead from our current insurance provider on the next page.



June 6, 2023

Mr. Michael R. Fischer, COO  
Ric-Man Construction Florida, Inc.  
3100 SW 15<sup>th</sup> Street  
Deerfield Beach, FL 33442

RE: Safety Calculations

Dear Mike:

As requested, we've used the data provided from the OSAH 300 logs provided to calculate the five-year averages for your Total Recordable Incident Rate (TRIR), Days Away Restricted or Transferred (DART), and Days Away from Work Case (DAWC). The 2018 thru 2022 five-year average for each of those items is estimated as follows:

- TRIR: 6.41
- DART: 2.62
- DAWC: .80

Additionally, your current term 2023 Experience Modification Rating (EMR) is as follows:

- EMR: 1.0

I trust that Ric-Man Construction Florida Inc.'s commitment to safety is evident to any potential customer, but of course we remain available to discuss or provide further information as needed.

Best Regards,

A handwritten signature in blue ink, appearing to read "Jeff Chandler", is written over a light blue circular background.

Jeffrey A. Chandler  
President

*Confidence. For What's Next.™*

FORT MYERS OFFICE | 6820 PORTO FINO CIRCLE, SUITE 2, FORT MYERS, FL 33912 | F 239.275.8226 F 239.275.8837

# 03

## Qualifications of the Team

### The Ric-Man Team

This is an important project to the area and touches several critical features such as the convention center, port, cruise lines, and the G.T. Lohmeyer WWTP. To assist us in managing associated risks, we brought on a design partner we have relied on before for other complex projects we completed successfully; Wade Trim, Inc.

#### Wade Trim, Inc.

Wade Trim has been a full-service utility infrastructure design consultant specializing in wastewater facilities and conveyance projects since 1926. Located in Miami, and in many states across the US, Wade Trim has been active in design-build projects consistently for more than 20 years. Wade Trim has a strong background in wastewater design developed over the firm's geographic presence in 19 offices across 9 states. Wade Trim is one of the state's most recognized large diameter pipeline designer firm. We have delivered

these types of projects for our central and south Florida clients such as Miami-Dade County, City of Tampa, and Peace River Manasota Water Supply Authority. Currently, Wade Trim is delivering the Oxygen Generation Facility at the G.T. Lohmeyer WWTP for the City of Ft. Lauderdale.

**Miami-Dade County** | 63-inch diameter

**Tampa Bay Water** | 60-inch diameter

**City of Tampa** | 54-inch diameter

**Peace River** | 42-inch diameter

**Hillsborough County** | 36-inch diameter

**Miami Beach** | 36-inch diameter

**Pinellas County** | 36-inch diameter

**St. Petersburg** | 36-inch diameter

#### Ric-Man and Wade Trim

Ric-Man's Danny Mancini and Wade Trim's Tom Brzezinski have worked on projects together since the 1990s. Since that relationship started, they have delivered three complex projects together similar to this one. Most

### Ric-Man & Wade Trim By the Numbers

## 06

Projects delivered together

## 25+

Years delivering projects together

## 2018

The year this design-build team completed the award-winning 72-inch-diameter pipeline for Miami-Dade County

## 85+

Alternative delivery projects combined

recently, the Ric-Man/Wade Trim Design-Build team completed the award-winning emergency replacement of 17,000 LF of 72-inch-diameter pipeline for Miami-Dade County in 2018. Proposed project manager Dan LaCross and design QC/technical advisor Tom Brzezinski worked together on this project for Miami-Dade. This long-standing relationship allows our team to hit the ground running with seamless collaboration and confidence to deliver the optimal solution on time and under budget. Exhibit 05 highlights a few similar projects we have worked on together in Florida.

Team Qualifications

Project teams make a difference in delivering results. Collaborative, competent teams work seamlessly with the client addressing challenges as they arise, finding innovative solutions, and creating a project experience that sets the bar for future projects. The Ric-Man team concurs—we have created a best in class team with the most qualified staff from recognized firms to deliver an exemplary project.

Clear Organization of Team with an Established Track Record

The Ric-Man team project manager, Dan LaCross, and Wade Trim, design QC/technical advisor Tom Brzezinski, have worked together on pipeline projects for 10 years. Our staff share a common service philosophy, striving to gain an in-depth understanding of the client’s operational, maintenance, pipe, and construction preferences. This philosophy, and our combined design-build experience, enable seamless teamwork on pipelines.

A Project Team that Fits Like a Glove

The Ric-Man team checks all the boxes for discipline expertise and similar staff project experience. This close match of firm and staff expertise to the project translates into greater synergy managing project risks, maintaining the schedule, and generating budget savings.

Our superior level of expertise and experience match all the right areas:

- **Subject Matter Experts** abound in our organization chart to bring lessons learned of how to address challenges with pipeline installation, trenchless crossings, force main design, easements, and corrosion control. Standouts include Dan LaCross, Brian Baribeault, Tom Brzezinski, PE, Jeff Lowe, and Steve Pecaut.
- **Disciplines are covered with staff who specialize in that role.** Core design staff focus on pipeline design as their primary work. Core construction staff are experts in their field who install pipelines EVERY DAY.
- **Firsthand experience** on design-build force main projects is evident throughout staff resumes, providing confidence the team is ready to start the GTL WWTP Redundant Effluent Force Main Project cost price on Day One.

Exhibit 05 Projects Ric-Man and Wade Trim Have Delivered Together

Project	Scope	Year Completed
River Oaks Stormwater Improvements and Pump Station, Ft. Lauderdale, FL	Design of two stormwater pump stations (66,000 & 10,000 GPM) including deep SOE	On-Going
72-Inch Wastewater Force Main Design-Build	17,000 LF of 63-inch-diameter pipeline and trenchless technology	2016
Downtown Watermain Replacement Design-Build, St. Petersburg, FL	As-needed pipeline replacement in congested City corridors using design-build deliver	On-Going



# Ric-Man Team Members

All the design and construction discipline and specialty consultant personnel that Ric-Man intends to employ in the design and construction of this project are presented in this section.

Name/ Title / Area of Responsibility	Years Exp.	Firm/ Location	Education	Registrations/License
<b>Daniel Mancini, DBIA, Project Principal</b>	31+	Ric-Man/Deerfield Beach, FL	BS, Wayne State University	DBIA Professional, State of Florida Certified General Contractor 1514965, Competent Person Trained Trench Safety, OSHA 30 Hour Construction Safety and Health
<b>Dan LaCross, DBIA, Construction Manager</b>	30+	Ric-Man/Deerfield Beach, FL	BS, Accounting, Ferris State University;	DBIA Professional, Competent Person Trained Trench, Safety Confined Space Trained, CPR Trained
<b>Michael Fischer, Project Quality Control Manager</b>	40	Ric-Man/Deerfield Beach, FL	Polytechnic Institute of New York, AAS Civil Engineering, Technology, Nassau College, Garden City, NY	10-Hour Competence OSHA Compliance, CPR / First Aid Confined Space Entry
<b>Steve Pecaut, Project Health &amp; Safety Manager</b>	25+	Ric-Man/Deerfield Beach, FL	N/A	USACE Construction Quality Management, NIMS Incident Command level 1, all Hazards, Command Control and Coordination, Trainer OSHA 500 Construction Safety and health, OSHA 510 policies, OSHA 30 hr. Risk management/ Health and Safety
<b>Brian Baribeault, General Superintendent</b>	15+	Ric-Man/Deerfield Beach, FL	N/A	10-hour Competence OSHA Compliance, CRP/ Medical First Aid Confined Space Entry
<b>Rafeal Vega, Scheduler / Project Controls Specialist</b>		Ric-Man/Deerfield Beach, FL	Poltechnic University of Puerto Rico	CPR First Aid, OSHA 30, Crane Safety Awareness
<b>Jeff Lowe, PE, Design Manager</b>	35+	Wade Trim, Tampa, FL	BS, Civil Engineering, University of South Florida	Professional Engineer: FL 52017
<b>Tom Brzezinski, PE, Design QC / Technical Advisor</b>	35+	Wade Trim, Tampa, FL	MBA, Management/ Finance, Wayne State University; BS, Civil Engineering, Michigan State University	Professional Engineer: FL 63602
<b>Freddy Betancourt, PE, Pipeline Design</b>	24	Wade Trim, Orlando, FL	MS, Engineering, University of New Orleans; BS, Civil Engineering, Universidad Rafael Urdaneta (Venezuela)	Professional Engineer: FL 68072, LEED Accredited Professional (AP)

<b>Name/ Title /Area of Responsibility</b>	<b>Years Exp.</b>	<b>Firm/ Location</b>	<b>Education</b>	<b>Registrations/License</b>
<b>Tim Palmer, PE, Pipeline Design</b>	10	Wade Trim, Tampa, FL	BS, Environmental Engineering, University of Central Florida	Professional Engineer: FL 86681, Envision Sustainability Professional (ENV SP)
<b>Tom Wilson, PE Trenchless Technology</b>	38	Wade Trim, Tampa, FL	BS, Environmental Engineering, University of Florida	Professional Engineer: FL 40284
<b>Shari Ramirez, PE, Permitting</b>	18	Wade Trim, Miami, FL	BS, Civil Engineering, Florida International University	Professional Engineer: FL 73078
<b>Salome Montoya, Permitting</b>	9	Wade Trim, Miami, FL	MS, Civil Engineering, International University	Professional Engineer: FL 95079, Envision Sustainability Professional (ENV SP)
<b>Matt Stacey, PE, MOT</b>	30	Wade Trim, Taylor, MI	MS, Civil Engineering, University of Michigan- Ann Arbor; BS, Civil Engineering, University of Michigan- Ann Arbor	Professional Engineer: FL 82598
<b>Justina Hicklyn Peart, Public Relations Specialist</b>	12	Valerin, Fort Lauderdale, FL	BS, Communications, Morgan State University	N/A
<b>Daniel Naude, District Scheduling</b>	20	CPM Consultants, Rockville, Maryland	Civil Engineering, Cape Peninsula University of Technology, South Africa	Primavera P6 Advanced Training (2011), AACE Planning and Scheduling Professional Certification (2009), Project Management, Cape Peninsula University of Technology, Cape Town, South Africa (1999)
<b>Alberto Mercado, Geotechnical Services</b>	5	Universal Engineering Services, Fort Lauderdale, FL	BS, Civil Engineering, University of Central Florida	Professional Engineer: FL 95703
<b>David Rosa, Environmental Services</b>	23	McFarland Johnson, Hollywood, FL	BS - University of Sagrado Corazon, Natural Sciences	Certificate – University of Florida FL Master Naturalist Certificate University of Florida, Certificate - Turner School of Construction Management, Certificate - Florida Department of Environmental Protection   Florida SWPPP Inspector (#19226)
<b>John Doogan, Survey</b>	46	Avirom & Associates, Inc., Boca Raton, FL	Associates in Science and Engineering, 1974	Professional Surveyor and Mapper; State of Florida License No. LS4409
<b>Nelson Mendoza, Piping Foreman</b>	10+	Ric-Man/Deerfield Beach, Florida		10 Hour OSHA compliance, CPR / First Aid Confined Space Entry
<b>Jon Gebhart, Roadway Foreman</b>	12+	Ric-Man/Deerfield Beach, Florida	N/A	8hr Rigging, OSHA 40 Hours Advanced MOT Certified



## Jeff Lowe, PE Design Manager

For almost 40 years Jeff has been working on conventional and alternative delivery projects for municipal owners in Florida. He has a creative, problem-solving approach ideal for the design-build environment, and is always looking for win-win solutions for both the owner and the contractor. Jeff has been on both sides of design-build projects and understands the owner's goals and contractor's needs and can use this experience to help balance out the project delivery and end product to help ensure a successful, high-quality, on-time project.

### PROJECT EXPERIENCE

**Alternative Delivery | Replacement/Rehabilitation of 72-Inch Force Main, Miami-Dade Water and Sewer Department, Miami, FL | Project Advisor during construction.** Helped staff to answer questions and address design items during this emergency design-build project to replace/rehabilitate more than three miles of 72-inch PCCP sanitary sewer force main with a 66-inch diameter HDPE pipeline. The design included 8- and 16-inch temporary bypass piping to ensure wastewater service was maintained for the three municipalities that share the force main.

**Alternative Delivery | Lift Station 87, Wet Weather Flow Transfer Project, City of St. Petersburg, St. Petersburg, FL | Technical Advisor** responsible for working with the contractor experiencing problems with a successor's design. Led the redesign of the micro tunnel to a deeper elevation to achieve sufficient cover and alternative materials to accommodate the soil conditions. The pump station was reconfigured to meet storm conditions and provide improved aesthetics at the City's request.

**Alternative Delivery | George T. Lohmeyer Wastewater Treatment Plant Oxygen System Replacement, City of Ft. Lauderdale, Fort Lauderdale, FL. | Design Manager and Lead Process Engineer** responsible for the City of Fort Lauderdale's new oxygen production facility at the George T. Lohmeyer WWTP project. Responsibilities included service as a critical point of contact with the prime contractor and will be orchestrating day-to-day design technical direction and coordination. The project involved several complex components, such as constructing a building suitable for two 40 tons-per day (TPD) vacuum pressure swing adsorption (VPSA) oxygen production units in a space-limited footprint and placing the initial VPSA train into service while maintaining plant operations. Addition project plans included decommissioning and removing the existing cryogenic facilities and constructing a new 40-TPD VPSA system. Existing liquid oxygen (LOX) tanks and delivery systems will remain and be used as a redundant oxygen source.

### EDUCATION

BS, Civil Engineering, University of South Florida

### CERTIFICATIONS & TRAINING

Professional Engineer: FL 52017

### UNIQUE QUALIFICATIONS

Extensive experience in design-build delivery of large-diameter pipelines

Industry leader in trenchless technology

**Alternative Delivery** | **South County Water Main, Tampa Bay Water, Hillsborough County, FL** | **Technical Advisor.** This project included 70,000 LF of 36-inch ductile iron water main. A critical alignment component was the crossing of the Alafia River, which included 2,500 LF of 36-inch FRP pipe via HDD. Reviewed design and verified the installation forces and geometry, and observed installation of the main. The drill was installed successfully and completed the connection of the Tampa Bay Water desalination facility and the regional water pump station.

**OOL Project SL-3A.1/3B.1, Miami-Dade Water & Sewer Department, Miami, FL** | **Project Manager.** Responsible for installing 16,000 LF of 36- and 60-inch-diameter pipelines under two major intersections and a 60-inch-diameter micro tunnel. Responsibilities included designing using an open-cut trench and managing contaminated soil by avoidance, testing, and remediating.

**Feasibility and Route Study for The Regional Integrated Loop Phase 3C Pipeline Project, Peace River Manasota Regional Water Authority, Lakewood Ranch, FL** | **Project Engineer.** Responsible for assisting with the routing and feasibility study to evaluate route options and infrastructure requirements to enable regional connection with the Manatee County water system. Evaluations included pipeline routes, sizing, new pumping/trim facility needs and locations, and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The study also refined estimated costs for all proposed new facilities and facility improvements.

**Seven Springs Wastewater Treatment Facility (WWTF) Improvements, Florida Governmental Utility Authority, Longwood, FL** | **QA/QC Reviewer.** Responsible for modifying the existing WWTF components for added reliability, prevention of overflows, and repairing necessary plant components. Reviewed the quality of the design and construction oversight for the improvements.

**Alternative Delivery** | **New Oxygen Production Facility at Central District WWTP Design-Build Services, Miami-Dade Water & Sewer Department, Miami, FL** | **Project Manager and Technical Lead** responsible for providing services to the Miami-Dade Water and Sewer District (WASD) initiated program to improve its treatment quality, reduce effluent disposal to surface water and to improve plant reliability. The project reduced energy consumption and improved reliability by installing a vacuum pressure swing absorption (VPSA) oxygen production system. The system is comprised of two 90 TPD contained oxygen trains to provide full redundancy and reliability for this 143-MGD plant.



## Thomas Brzezinski, PE

### Design QC/Technical Advisor

Tom has vast experience delivering wastewater-related design-build projects. He has successfully delivered more than 25 design-build projects in excess of \$225 million. Tom is well-versed in wastewater plant projects, both locally and nationally.

#### PROJECT EXPERIENCE

**Alternative Delivery | Replacement/Rehabilitation of 72-Inch Force Main, Miami-Dade Water and Sewer Department, Miami, FL | Project Manager.**

Led the design and project management efforts for an emergency design-build project to replace/rehabilitate more than 3 miles of 72-inch PCCP sanitary sewer force main with a 66-inch-diameter HDPE pipeline using trenchless technology. The design included 8-inch and 16-inch temporary bypass piping to ensure wastewater service was maintained for the three municipalities that share the force main.

**Alternative Delivery | Southern Hillsborough County Supply Expansion Pipelines, Tampa Bay Water, Clearwater, FL | Project Manager.** Analyzing various routes through congested urban corridors of the County for a 15-mile section of 60-inch steel water transmission main. Design includes trenchless technology under the Alafia River, I-75, and environmentally sensitive areas, such as forested wetlands. The rights-of-way are narrow and congested, with high groundwater tables. Land acquisition is key to placing the pipeline to meet schedule and budget constraints. Also evaluating steel and DIP materials for design and installation. Southern Hillsborough County is running out of capacity and a new water transmission main was needed to serve the area. Leading a team of multiple consultants to identify the best route, incorporate open-cut and trenchless technologies, assist in land acquisition, and provide design and construction management services for this 15-mile-long, 60-inch-diameter steel spiral-welded pipeline. The pipeline traverses through congested corridors, forested wetlands, a subaqueous crossing of the Alafia River, and several congested intersections including under Interstate 75.

**Alternative Delivery | Harbour Island Force Main Replacement, Tampa, FL | Principal-in-Charge.** Providing construction engineering and inspection services for the replacement of the Harbour Island Force Main. The project included 2 miles of 54-inch-diameter DIP force main, 3,360 LF of 54-inch-diameter fiber reinforced polymer mortar (FRPM/Hobas Pipe) force main, 1 mile of 48-inch-diameter DIP reclaimed water main, twin 600-LF 73.5-inch-diameter steel pipe micro tunnels under the Port Tampa entrance, three 72-inch-diameter steel pipe jack and bores under CSX railroad crossings, and 3,200 LF of 78-inch-diameter steel pipe micro tunnels under the Ybor Turning Basin from Berth 251 in Port Tampa to Cotanchobee Park in downtown Tampa. Task included value engineering, RFI responses, shop drawing reviews, construction management, and inspection.

#### EDUCATION

MBA, Management/Finance, Wayne State University

BS, Civil Engineering, Michigan State University

#### CERTIFICATIONS & TRAINING

Professional Engineer: FL 63602



**Alternative Delivery** | **Feasibility and Route Study for The Regional Integrated Loop Phase 3C Pipeline Project, Peace River Manasota Regional Water Authority, Lakewood Ranch, FL** | **Technical Advisor** for evaluation and recommendation of a configuration for interconnection of the Authority's regional drinking water transmission system with the Manatee County water system. The project is improving the reliability of both systems while improving water delivery capacity and water quality management in the northern portion of Sarasota County's service area. The 20-mile pipeline route is along congested corridors with existing utilities. Several major canal and roadway crossings, such as I-75, are needed to hit the points of connection established for the project. Property acquisition is a major issue as private property easements or acquisition will be needed to avoid the congested corridors and make for a cost-effective route.

**Alternative Delivery** | **Lift Station 87, Wet Weather Flow Transfer Project, City of St. Petersburg, St. Petersburg, FL** | **Principal-In-Charge** responsible for working with the contractor experiencing problems with a successor's design. Led the redesign of the micro tunnel to a deeper elevation to achieve sufficient cover and alternative materials to accommodate the soil conditions. The pump station was reconfigured to meet storm conditions and provide improved aesthetics at the City's request.

**Alternative Delivery** | **George T. Lohmeyer Wastewater Treatment Plant Oxygen System Replacement, City of Ft. Lauderdale, Fort Lauderdale, FL** | **Principal-In-Charge** responsible for the City of Fort Lauderdale's new oxygen production facility at the George T. Lohmeyer WWTP project. Responsibilities included service as a critical point of contact with the prime contractor and will be orchestrating day-to-day design technical direction and coordination. The project involved several complex components, such as constructing a building suitable for two 40 tons-per day (TPD) vacuum pressure swing adsorption (VPSA) oxygen production units in a space-limited footprint and placing the initial VPSA train into service while maintaining plant operations. Addition project plans included decommissioning and removing the existing cryogenic facilities and constructing a new 40-TPD VPSA system. Existing liquid oxygen (LOX) tanks and delivery systems will remain and be used as a redundant oxygen source.

**OOL Project SL-3A.1/3B.1, Miami-Dade Water & Sewer Department, Miami, FL** | **Principal-In-Charge**. Responsible for installing 16,000 LF of 36- and 60-inch-diameter pipelines under two major intersections and a 60-inch-diameter micro tunnel. Responsibilities included designing using an open-cut trench and managing contaminated soil by avoidance, testing, and remediating.

**Seven Springs Wastewater Treatment Facility (WWTF) Improvements, Florida Governmental Utility Authority, Longwood, FL** | **Project Manager**. Responsible for modifying the existing WWTF components for added reliability, prevention of overflows, and repairing necessary plant components. Reviewed the quality of the design and construction oversight for the improvements.

**Alternative Delivery** | **New Oxygen Production Facility at Central District WWTP Design-Build Services, Miami-Dade Water & Sewer Department, Miami, FL** | **Principal-In-Charge** responsible for providing services to the Miami-Dade Water and Sewer District (WASD) initiated program to improve its treatment quality, reduce effluent disposal to surface water and to improve plant reliability. The project reduced energy consumption and improved reliability by installing a vacuum pressure swing absorption (VPSA) oxygen production system. The system is comprised of two 90 TPD contained oxygen trains to provide full redundancy and reliability for this 143-MGD plant.



# Sub-consultant(s)

We were diligent in selecting specialized local subconsultants to support delivery of this important project to the City. The following pages identifies each subconsultant, their background and qualifications, location of place of business, and service(s). Our team will serve as an extension of the City to meet public needs.

## Wade Trim, Inc.



At Wade Trim, we are committed to maximizing the value of your infrastructure investment. For nearly a century, we've been solving

complex engineering challenges to create stronger communities. Our work approach is customized to fit each client and project. We use a collaborative, friendly style – built on excellent communication before, during and after your project – to deliver solutions you can stand behind.

Wade Trim is a nationally recognized, multidisciplinary engineering consulting firm providing a wide range of engineering design, surveying and planning services for private entities, municipalities, and regional agencies. Established in 1926 to design sewers and roads for municipalities, we have grown to nearly 700 professionals and support staff. Our professionals include civil, structural, transportation and construction engineering as well as water resources engineers and environmental specialists, surveyors, planners, landscape architects, and wastewater treatment operators. Wade Trim ranks among Public Works' Top 50 Architect, Engineering and Construction Firms.

### Wade Trim, Inc.

#### Engineer / Lead Designer

2100 Ponce de Leon Blvd, Ste 940  
Coral Gables, FL 33134

#### Ownership

Florida C-Corporation #H05938,  
established 6-01-1984

#### Licenses

Below

#### Education

Please see page 52-53

#### Reference #1

City of St. Petersburg  
**Diana Smillova**  
727.893.4165  
diana.smillova@stpete.org

#### Reference #2

Brevard County  
Utilities Department  
**Eddie Fontanin**  
321.633.2091  
edward.fontanin@brevard.gov

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

6:40:02 AM 8/29/2023

Licensee Information

Name: WADE TRIM, INC. (Primary Name)  
Main Address: 201 N. EDGEMOOR BLVD, SUITE 1350, TAMPA, FL 33602  
County: HILLSBOROUGH  
License Mailing: 25251 NORTHERN BLVD, SUITE 200, TAMPA, FL 33624  
License Location: 8145 HENDERSON RD, SUITE 200, TAMPA, FL 33624  
County: HILLSBOROUGH

License Information

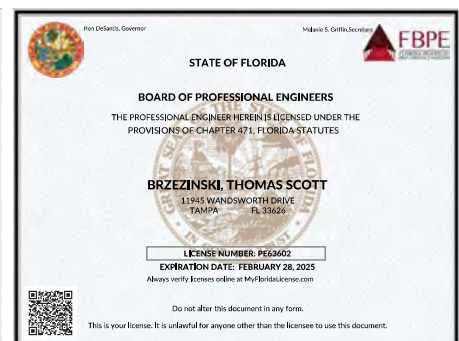
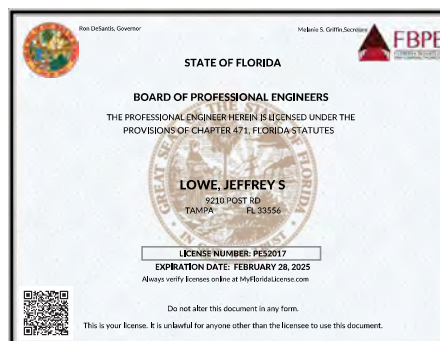
License Type: Registry  
Plate: Registry  
License Number: 3052  
Status: Current  
Expiration Date: 06/15/1984  
Expires:

Special Qualifications

Qualification Effective

Alternate Names

You Requested License Information  
View License Complaint



## The Valerin Group, Inc.



The Valerin Group, Inc. (Valerin) is a Florida S Corporation headquartered in Tampa with additional offices located in Fort Lauderdale, West

Palm Beach and Orlando. Valerin is a woman-owned full-service communications firm specializing in public engagement, community outreach, marketing, graphic design, website and mobile app development, visualizations, multimedia, video production, aerial drone imagery, and translation services. In business since 2006, Valerin has a staff with over 425 years of combined relevant experience and has worked on more than 725 public infrastructure and transportation projects for public sector clients including municipalities, counties, and state agencies such as the Florida Department of Transportation (FDOT), District Four. In addition, Valerin has contributed to several projects receiving awards including Tampa Bay's Prestigious Award for Community Relations for Hillsborough County's North Palm River Drinking Water Design-Build and the Florida Chapter APWA's Public Works Project of the year 2017 – Environment \$25 Million to Less Than \$75 Million for Hillsborough County Public Utilities Department's Dale Mabry Diversion Project.

### The Valerin Group, Inc.

**Public Involvement, Community Outreach**  
2945 West Cypress Creek Rd, #104, Fort Lauderdale, Florida 33309

### Ownership

S-Corporation (State of Florida)

### Licenses

Below

### Education

Please see page 53

### Reference #1

Westra Construction  
**Matt Hester**  
941.713.6375  
mhester@westraconst.com

### Reference #2

Woodruff & Sons  
**Matt Anderson,**  
941.756.1871  
MattA@woodruffandsons.com

## State of Florida Department of State

I certify from the records of this office that THE VALERIN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on August 2, 2006, effective August 1, 2006.

The document number of this corporation is P06000101486.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 1, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the First day of February, 2023*



*[Signature]*  
Secretary of State

Tracking Number: 6636521607CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Avirom & Associates, Inc.



The primary office responsible for overseeing and executing the work associated with this contract is located in Boca Raton. Additionally, Avirom & Associates operates branch offices at 2506 SE Willoughby Boulevard in Stuart, Florida, and 402 Applerouth Lane in Key West, Florida.

The dedicated team at Avirom & Associates consists of 6 registered Land Surveyors, 1 Project Manager, 9 CADD Technicians, 8 Field Crews, and 3 administrative personnel. With their diverse expertise and qualifications, we are well-equipped to handle the requirements of this project.

Throughout South Florida, Avirom & Associates has built a strong reputation by collaborating with numerous municipalities. Our goal is to deliver a seamless product to our clients, meeting their design needs effectively. Our survey data has served as the foundation for various engineering, architecture, landscape architecture, and urban design projects. Additionally, we have extensive experience in creating accurate and comprehensive legal descriptions.

<b>Avirom &amp; Associates, Inc.</b>	<b>Surveying &amp; Mapping</b> 50 S.W. 2nd Avenue, Suite 102, Boca Raton, FL 33432
<b>Ownership</b>	Corporation
<b>Licenses</b>	Below
<b>Education</b>	Please see page 53
<b>Reference #1</b>	Flynn Engineering Services <b>Jay Flynn</b> 954.522.1004 jflynn@flynnengineering.com
<b>Reference #2</b>	Kimley-Horn & Associates <b>Gary Ratay</b> 954.535.5112 gary.ratay@kimley-horn.com



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

January 12, 2023

AVIROM & ASSOCIATES INC  
50 SW 2ND AVE #102  
BOCA RATON, FL 33432-4799

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB3300

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/pjm](http://www.800helpfla.com/pjm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB3300**  
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

AVIROM & ASSOCIATES INC  
50 SW 2ND AVE #102  
BOCA RATON, FL 33432-4799

  
WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

## Universal Engineering Sciences



Universal Engineering Sciences (UES) offers a full range of geotechnical engineering services designed to help architects,

engineers, and developers meet local, state, national, and international environmental regulations.

Our world-class geotechnical team works in multiple sectors throughout the United States, including theme parks, hospitality, transportation, residential, higher education, healthcare, and retail.

UES' specialists are supported by a comprehensive set of resources, including one of the largest fleets of energy-efficient field vehicles, high-capacity drill rigs, and state-of-the-art laboratories performing AASHTO, ASTM, FM, and USACE accredited testing on soils, rock cores, and water samples.

We are pre-qualified with different departments of transportation allowing us to conduct geotechnical and materials testing work related to highway design and construction in those states. Additionally, our engineers have worked on projects ranging from high-rise buildings, industrial developments, and commercial facilities to solid and hazardous waste landfills and stormwater management systems.

### Universal Engineering Sciences

**Geotechnical**  
8050 NW 77 CT.  
Medley, FL 33166

### Ownership

Corporation, 1998, Florida

### Licenses

Below

### Education

Please see page 53

### Reference #1

keshavarz & Associates  
**Amir J. Keshavarz, P.E.**  
711 North Dixie Highway, Suite 201  
West Palm Beach, Florida 33401  
561.689.8600  
Amir@keshavarz.com

### Reference #2

Keith Team  
**Nelson Mojarena**  
2312 S Andrews Avenue  
Fort Lauderdale, FL 33316  
954.788.3400  
nmojarena@keithteam.com

### LICENSEE DETAILS

1:31:23 PM 1/31/2023

#### Licensee Information

Name: MERCADO, ALBERTO JAVIER (Primary Name)  
Main Address: 1044 S. MILITARY TRL.  
UNIT 207  
DEERFIELD BEACH Florida 33442  
County: BROWARD

#### License Information

License Type: Professional Engineer  
Rank: Prof Engineer  
License Number: 95703  
Status: Current, Active  
Licensure Date: 01/26/2023  
Expires: 02/28/2025

#### Special Qualifications

Qualification Effective  
Civil 01/26/2023

DBPR - GFA INTERNATIONAL, INC.; Doing Business As: UNIVERSAL ENGINEERING SCIENCES, Registry

3/16/21, 11:16 AM

11:13:46 AM 2/18/2021

#### Licensee Details

##### Licensee Information

Name: GFA INTERNATIONAL, INC., (Primary Name)  
Main Address: UNIVERSAL ENGINEERING SCIENCES (DBA Name)  
1215 WALLACE DRIVE  
County: DELRAY BEACH Florida 33444  
PALM BEACH  
License Mailing:  
License Location:

##### License Information

License Type: Registry  
Rank: Registry  
License Number: 4930  
Status: Current  
Licensure Date: 02/12/1988  
Expires:

##### Special Qualifications

Qualification Effective

##### Alternate Names

##### View Related License Information

##### View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Page 1 of 2

## McFarland-Johnson, Inc.



McFarland-Johnson, Inc. (MJ) was established in 1946 and is a 100% employee owned, multi disciplinary firm nationally recognized for providing a wide range of consulting and engineering services, including: airport planning and design, environmental/permitting services, highway and bridge design, buildings and facilities design, and innovative technology solutions. With around 200 professionals, MJ's expertise extends into the areas of natural resources, construction administration, site/civil, hydrology and hydraulics, water, wastewater, as well as mechanical, electrical, plumbing and fire protection and utility coordination. MJ offers a wide range of additional value added services such as energy conservation and resiliency adaptation, environmental monitoring and compliance, 3D modeling and visualizations. Furthermore, our structural engineering experience include designs of wet and dry floodproofing projects and structural assessments of water/wastewater treatment plants and historic buildings dating back to the 1780's within South Florida and New York City. MJ's offices in Florida are located in Hollywood, Melbourne, Miami, Largo, Key West, Jacksonville and Tallahassee.

<b>McFarland-Johnson, Inc.</b>	<b>Environmental Services</b> 4651 Sheridan Street Suite 300B Hollywood, FL 33021
<b>Ownership</b>	Florida Corporation
<b>Licenses</b>	Below
<b>Education</b>	Please see page 53
<b>Reference #1</b>	Monroe County Engineering Services <b>Debra London</b> 305.852.7173 london-debra@monroecounty-fl.gov
<b>Reference #2</b>	Village of Islands Administration & Public Safety <b>Maria Bassett</b> 305.664.6445 maria.bassett@islamorada.fl.us

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

**dbpr** Department of Business & Professional Regulation

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**LICENSEE DETAILS** 10:03:11 AM 4/31/2022

**Licensee Information**

Name: MCFARLAND-JOHNSON, INC. (Primary Name)  
MCFARLAND-JOHNSON, INC. (DBA Name)  
Main Address: 49 COURT STREET, SUITE 240  
BINGHAMTON New York 13901

**License Information**

License Type: Registry  
Rank: Registry  
License Number: 33898  
Status: Current  
License Date: 01/07/2020  
Expires:

Special Qualifications: Qualification Effective:

2/12/23 11:26 AM (Related License Information)

**Licensee**

Name: MCFARLAND-JOHNSON, INC. License Number: 33800  
Rank: Registry License Expiration Date:  
Primary Status: Current Original License Date: 01/07/2020

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
88782	Current Active	FESTA, JAMES MARK	Registry		Professional Engineer	02/28/2025

**State of Florida**  
**Department of State**


I certify from the records of this office that MCFARLAND-JOHNSON, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on May 6, 1969.

The document number of this corporation is 822745.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 22, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of April, 2022

  
*Rainier Rhee*  
Secretary of State

Tracking Number: 8284125433CU

To authenticate this certification, visit the following link, enter this number, and then follow the instructions displayed:  
<http://services.dhs.gov/Pilgrimage/CertificateOfStatus/CertificateAuthentication>



# 04

## Project Manager's Experience

### Your Project Managers

Effective hands-on project management with an in-depth understanding of working on complex force main systems will be critical for delivering this project to a successful conclusion.

The Ric-Man team is led by Dan LaCross, DBIA, as the Project Manager. Dan is a South Florida construction industry leader that is well-known by municipalities, having successfully led numerous design-build projects. His DBIA certification gives him the understanding of how to maximize the value of the design-build delivery model; forming a single delivery team to collaboratively work with Ft. Lauderdale.

Bringing a wealth of experience specifically on neighborhood infrastructure projects, Dan will dedicate himself to ensuring that the City of Fort Lauderdale project goals are achieved and that the neighborhood residents receive superior service with maximum satisfaction. Our supporting key personnel bring specific value and expertise in their respective fields as proven time schedule managers with a reputation for completing projects under budget and on time.

Dan will be supported by Mike Fischer, Project Quality Control Manager; Steve Pecaut, Health and Safety Manager; Brian Baribeault as the team's General Superintendent and Jeff Lowe, PE, as the lead Design Manager for Wade Trim.

The engineering team will be led by Wade Trim, as Lead Design Firm, with Jeff Lowe, PE, as Design Manager

Project Manager Dan LaCross and Senior Pipeline Designer Freddy Betancourt inspect a large diameter culvert installation together in the City of Tampa. Their joint knowledge will overcome all project obstacles for the City of Ft. Lauderdale.



bringing more than 37 years of experience relevant design experience. Jeff will focus his design team on developing the best and most innovative solution for the City. Jeff will be supported by Freddy Betancourt, PE as Senior Designer who will work through the rigorous details to make this project successful.

Both Ric-Man and Wade Trim have delivered similar design-build projects together.



# Your Project Manager



## Dan LaCross, DBIA Project Manager

Dan LaCross, DBIA, brings a wealth of experience and expertise to his role as project manager. With over 30 years of experience, Dan has established himself as a subject matter expert in managing technical challenges associated with large-diameter pressure pipe installations, complex crossings, difficult sites, and supplier deliveries. His impressive track record includes successfully delivering some of the longest and largest pipelines in Florida, with a focus on collaborative delivery projects.

In his role, Dan's responsibilities encompass optimizing and managing the design-build delivery method. He actively collaborates with the construction and design teams, as well as the City, to ensure the project is delivered to the highest standards within the designated time-frame and budget. With his extensive experience in design-build projects, Dan is a strong advocate for collaboration between the engineer, contractor, and client. He believes that this collaborative approach not only makes sense but

also allows projects to be tailored to the client's specific needs, resulting in potential cost reductions and shortened schedules.

As a DBIA-certified professional, Dan is well-versed in the design-build delivery model, making it second nature to him. From the project's inception to its completion, Dan provides confident, competent, and local hands-on leadership. His approachable style fosters effective communication and teamwork, ensuring a seamless and successful project journey from cradle to grave.

The City of Ft. Lauderdale stands to benefit greatly from Dan's expertise and leadership. With his proven ability to optimize design-build projects, deliver complex pipelines, and foster collaboration, Dan is poised to deliver the best possible outcomes for the City. His presence as project manager will not only ensure a successful project delivery but also contribute to the overall growth and development of the City's infrastructure. Please see page 14 for Dan's DBIA Certificate.

### Recognized Project Manager to Lead the Effort and Set a High Bar

Dan LaCross, our design-build manager, brings a confident, hands-on leadership style to the projects he manages. A certified DBIA professional, he understands how to leverage the DB delivery model to meet client objectives, shorten the schedule, and reduce cost. He sets the vision, guides the team in achieving it, and prioritizes the client every step of the way.

### Dan LaCross By the Numbers

# 30+

Years of experience as a project manager

# 19

Years of tenure at Ric-Man

Delivered more than

# 45

projects as a project manager

Delivered more than

# 07

design-build pipeline projects

Experience with

# 84"

of Pipe diameter

# Your Design Manager



## Jeff Lowe, PE Design Manager

Jeff Lowe, PE, brings an impressive 38 years of progressive utility engineering experience to his role as Design Manager for this project. His specialization in water, wastewater, sanitary sewer, and reclaimed water pipelines throughout Florida makes him a valuable asset for the City. Jeff's extensive background includes over 10 design-build and CMAR projects, totaling more than \$250 million, providing him with valuable insights to assist the City.

With almost 40 years of experience working on both conventional and alternative delivery projects for municipal owners in Florida, Jeff possesses a problem-solving approach ideally suited for the design-build environment. Having worked on both sides of design-build projects, Jeff understands the goals of the owner and the needs of the contractor, enabling him to strike a balance in project delivery and achieve a successful, high-quality, and timely outcome. By ensuring that the right people are

assigned to the right tasks at every stage of the project, Jeff will ensure a high-value result for the City.

The City will greatly benefit from Jeff Lowe's extensive expertise, industry knowledge, and commitment to delivering exceptional projects. With his ability to navigate the design-build environment, understand the perspectives of both owners and contractors, and drive project success, Jeff is well-equipped to contribute to the City's objectives and deliver a project of the highest quality and value.

Jeff is fluent in trenchless technology installations such as jack-and-bore, microtunnel, and HDD. He has worked on over 4.5 million LF of pipeline up to a 108-inch diameter through some of the area's most difficult rights-of-way such as Miami-Dade, Miami Beach, Hillsborough County, and the City of Tampa to name a few.

Please see page 13 for Jeff's PE license.

### The Team's Most Creative Designer with a Commitment to Quality

With a track record of successfully delivering design-build projects surpassing \$100 million in value and involvement in more than 150 wastewater treatment plant projects, Jeff brings invaluable experience to the table. His innovative problem-solving skills are well-suited for the demands of the design-build environment, consistently seeking mutually beneficial solutions for both owners and contractors.

**Jeff has designed multiple pipe materials including DIP, Steel, PCCP, FRP, HDPE & PVC.**

### Jeff Lowe By the Numbers

# 35+

Years of experience as a design manager

# 07

Years of tenure at Wade Trim, Inc.

Delivered almost

# 750+

projects as a design manager

Designed more than

# 4.5m

Linear Feet of Pipeline

Designed up to

# 108"

diameter pipeline

Designed Microtunnels up to

# 108"

diameter

# Example Projects

## Exhibit 06 Ric-Man Team Relevant Team Member Experience

Project Name / Client	Daniel Mancini	Dan LaCross	Steve Pecaut	Jeff Lowe	Tom Brzezinski	Mike Fischer	Brian Baribeault	Rafeal Vega
Design-Build Replacement/Rehabilitation of 72" Force Main   Miami, FL	■	■		■	■	■	■	
River Oaks Stormwater Improvements & Pump Stations   City of Ft. Lauderdale, Ft. Lauderdale, FL	■	■	■		■	■	■	■
North Riverside Force Main Rehabilitation   Brevard County Purchasing Services, Melbourne, FL	■	■	■			■	■	■
Design-Build Rehabilitation of 54" Force Main   Miami-Dade Water & Sewer Department, Miami, FL	■	■				■	■	■
Lift Station 139 Force Main Replacement   City of Orlando, Orlando, FL	■	■	■			■	■	■
48-Inch Water Main Downtown Loop Closure Design-Build   Miami-Dade Water & Sewer Department, Miami, FL	■	■				■	■	■
Champlain Towers South Recovery   Miami- Dade County, Miami, FL	■	■				■	■	■
Harbour Island Force Main Replacement   City of Tampa, Tampa, FL				■	■			
Southern Hillsborough County Supply Expansion Pipeline   Tampa Bay Water, Tampa, FL				■	■			
Regional Integrated Loop Phase 3C Pipeline Feasibility & Routing Study   Peace River Manasota, Sarasota, FL				■	■			
Miami-Dade SL-3A.1/SL-3B.1-&60-Inch Transmission Force Main OOL Program   Miami-Dade Water & Sewer Department, Miami, FL				■	■			

## Proposed Team Organizational Chart

The Ric-Man team proposed organizational chart can be found on page 38.

## Resumes

Key team member resumes for this project can be found beginning on page 39. DBF key personnel resumes can be found beginning on page 54.



## Example Projects



WADE  
TRIM



# River Oaks Stormwater Improvements (Project # 11868) & Pump Stations (Project # 12745) | Ft. Lauderdale, FL

### PROJECT DESCRIPTION

The City of Fort Lauderdale has contracted Ric-Man as the main contractor for a significant project located between Davie Road, SW 9th Avenue, State Road 84, and Interstate 95. **This project marks the largest drainage undertaking in the city's 111-year history.**

The scope of work includes the installation and removal of stormwater infrastructure, pump station installation, relocation of water mains, Cured-In-Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration, check valve installation, guardrail removal and installation, as well as Maintenance of Traffic (MOT) measures. Additionally, the project features two pump stations, with capacities of 66,000 gallons per minute (GPM) and 10,000 GPM respectively. Wade Trim assisted Ric-Man by providing design improvements to the project such as an alternate foundation design for the pump station and coffer cell structural engineering.

### Principal elements & special features

- ➔ 72" RCP
- ➔ Coffers Cells and Alternate Foundation Design by Wade Trim
- ➔ Dewatering
- ➔ Neighborhood Improvements
- ➔ MOT
- ➔ Pump Stations
- ➔ Nighttime complex phased crossing of St Rd 84

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The project entails the installation of large-diameter drainage systems within the neighborhood. It also involves implementing and managing traffic maintenance measures, including multiple detours and altering traffic patterns, to ensure smooth flow of vehicles in the area.

### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

City of Fort Lauderdale

- 👤 Juan Carlos Samuel
- 📍 100 N. Andrews Ave, Suite 619  
Fort Lauderdale, FL 33301
- 📞 954.828.6323
- ✉️ JSamuel@fortlauderdale.gov

### YEAR STARTED/COMPLETED (PROJECT # 11868)

Jan 2022/Present

### ORIGINAL/FINAL BUDGET

\$25,043,000/TBD

### PROJECT STATUS

90% Complete

### YEAR STARTED/COMPLETED (PROJECT # 12745)

June 2023/Present

### ORIGINAL/FINAL BUDGET

\$10,300,000 /TBD

### PROJECT STATUS

5% Complete





## North Riverside Force Main Rehabilitation | Melbourne, FL

### PROJECT DESCRIPTION

Ric-Man collaborated with Brevard County Utility Services for the North Riverside Force Main Rehabilitation project. The scope of the project encompassed the construction of 17,550 linear feet of 30" ductile iron force main and 103 linear feet of 24" ductile iron force main. Additionally, it involved the removal of 17,653 linear feet of 28" HDPE force main, along with site restoration and all other necessary components to ensure project completion.

### Principal elements & special features

- ➔ Water Distribution
- ➔ Utility Coordination in a Residential Setting

- ➔ Scheduling & Cost Estimating
- ➔ Public Right of Way & Private Property
- ➔ Permitting
- ➔ Public Outreach

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

Riverside drive is a main thoroughfare for the "beachside" residents of Brevard County. A stringent MOT was followed and extensive public outreach program so residents and businesses could travel safely without interruption during construction.

### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Brevard County Utility Services

- 👤 Owen W. Callard
- 📍 2262 High Dr, Mims, FL 32754
- 📞 321.633.2089
- ✉ Owen.Callard@Brevardfl.gov

### YEAR STARTED/COMPLETED

2020/2021

### INITIAL COST/ACTUAL COST

\$9.7M/\$9.7M

### PROJECT STATUS

Complete





# Design-Build Rehabilitation of 54” Force Main | **Miami, FL**

## PROJECT DESCRIPTION

Working along the congested corridors of Miami, Ric-Man led a design-build team to rehabilitate two miles of 54-inch-diameter force main. The force main was rehabilitated by sliplining with more than two miles of 48-inch-inner-diameter HDPE liner pipe within the existing 54-inch host pipe. Dewatering was accomplished with well points and discharged into local sanitary sewers as permitted. Entry and exit pits were constructed using steel sheet pile.

Because the existing force main was critical to the County’s service area, it could only be taken out of service during the dry season, thereby mitigating flow increases caused by Florida’s wet season and high water tables. Flows were diverted away from the sewer into the County’s system so the work could be performed safely. Stringent maintenance of traffic (MOT) provisions were implemented to allow for the safe passage of vehicles, pedestrians, and emergency vehicles.

Ric-Man worked with the County to develop and implement a public outreach program notifying local residents and businesses of active work areas and communicating schedules and MOT detours as appropriate.

## Principal elements & special features

- ➔ Two miles of 48-inch pipeline
- ➔ Trenchless technology in PCCP pipe
- ➔ Dry season construction
- ➔ Stringent MOT

## Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

As a design-build project, the Ric-Man team, implemented innovative ideas from the initial design phase to the successful installation of over 19,000 LF (linear feet). The synchronization of Dry Season activities with the department proved to be mutually beneficial for both parties, resulting in a successful outcome.

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade Water & Sewer Department

- 👤 Warren Howard
- 📍 3071 SW 38th Ave,  
Miami, FL 33146
- 📞 954.300.6479
- ✉ Warren.Howard@miamidade.gov

## YEAR STARTED/COMPLETED 2017/2018

## INITIAL COST/ACTUAL COST

\$13.3M/\$12.5M  
(Quantities not used due to innovation)

## PROJECT STATUS

Complete



### Lift Station 139 Force Main Replacement Orlando, FL

#### PROJECT DESCRIPTION

Ric-Man successfully provided and installed various components for this City of Orlando project. This included furnishing and installing 5,000 linear feet of 24-inch PVC force main, as well as 420 linear feet of 24-inch PVC force main within a 34-inch steel casing. Additionally, 5,400 linear feet of existing 24-inch PVC force main were abandoned in place. Ric-Man also took care of essential aspects such as Storm Water Pollution Prevention, Maintenance of Traffic (MOT), bypass pumping, valves, pipe appurtenances, and restoration required for the force main installation.

#### Principal elements & special features

- ➔ Sewer Force Main
- ➔ Casing Installation
- ➔ Existing Utility Identification
- ➔ ARV Replacement

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

During the construction of this project, which traversed several agricultural properties with cattle, Ric-Man took measures to protect the cattle by erecting a movable fence that prevented them from accessing the open trench.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

City of Orlando Department of Public Works

- 👤 Greg Sharp
- 📍 400 S Orange Ave, 8th Floor  
Orlando, FL 32801
- 📞 407.770.9375
- ✉️ Gregory.Sharp@cityoforlando.net

#### INITIAL COST/ACTUAL COST

Feb 2021/Sept 2021

#### ORIGINAL/FINAL BUDGET

\$1.7M/\$1.7M

#### PROJECT STATUS

Complete



★ 2019 Cuban American  
★ Association of Civil  
★ Engineers Project of  
★ the Year



# 48-Inch Water Main Downtown Loop Closure Design-Build | Miami, FL

## PROJECT DESCRIPTION

To close water main loops in sections of the City, Miami-Dade County brought on the Ric-Man design-build team. The 2-plus-miles-long project interconnected (looped) the Hialeah/Preston Water Treatment Plant system with the Alexander Orr Water Treatment Plant system. The closures were completed with new 48-inch, 36-inch, and 30-inch-diameter water main through urban roadway. The water main crossed under I-395, paralleled I-95, and crossed under Biscayne Boulevard—some of the most heavily traveled corridors in the country.

Ric-Man performed a jack-and-bore under the active All Aboard Florida/FEC railroad with a 72-inch-diameter casing and a 48-inch-diameter carrier pipe. Because of the location of the

project, coordination was required with several security organizations, including the US Marshall's office, the Office of Homeland Security, and local prisons.

## Principal elements & special features

- ➔ Design-Build
- ➔ 48-inch, 36-inch, and 30-inch-diameter pipeline
- ➔ Trenchless technology, jack-and-bore
- ➔ I-395 crossing
- ➔ Congested corridor

## Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The Ric-Man team recommended replacing the Micro Tunnel with a Jack & Bore method, resulting in cost savings that were shared with the owner.

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade Water & Sewer Department

- 👤 Carlos Baro
- 📍 3071 SW 38th Ave, Miami, FL 33146
- 📞 305.613.4566
- ✉ carlos.baro@miamidade.gov

## INITIAL COST/ACTUAL COST 2018-2019

**ORIGINAL/FINAL BUDGET**  
\$9.5M/\$9M

## PROJECT STATUS

Complete



## Example Projects



### Champlain Towers South Recovery | Miami, FL

#### PROJECT DESCRIPTION

Ric-Man Construction Florida played a vital role in the recovery efforts and investigation following the Champlain Towers South Building collapse. They provided machines, operators, and management staff to support Miami Dade County Fire Rescue and Miami Dade County Police. With a team of seven machines, two cranes, and over 15 operators, they worked tirelessly around the clock at both the building collapse site and the dump site. Despite challenging conditions, including poor air quality, the operators skillfully handled the delicate task of recovering human remains while preserving the crime scene. Additionally, Miami Dade County relied on the expertise of

Ric-Man Construction Florida to dewater the cleared site, allowing the investigation into the cause of the collapse to proceed.

#### Principal elements & special features

- ➔ Machines and Operators
- ➔ Dewatering

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The coordination between the Ric-Man team, first responders, and federal agencies played a vital role in the successful recovery of all the victims involved in this tragic incident.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Department of Solid Waste Management Miami-Dade County

- 👤 Michael W. Ruiz
- 📍 111 NW 1ST Street, 16th Floor  
Miami, Florida 33128
- 📞 305.375.3548
- ✉ Michael.Ruiz@miamidade.gov

#### YEAR STARTED/COMPLETED

July 2021-July 2021

#### INITIAL COST/ACTUAL COST

\$4.14M /\$2.42M

#### PROJECT STATUS

Complete





# Harbour Island Force Main Replacement, Progressive Design-Build | Tampa, FL

## PROJECT DESCRIPTION

The overall project involves selecting an alternative to either rehabilitate or replace the existing 70-year-old, 12,000-foot-long, 54-inch-diameter sanitary force main.

Complete design-build services include route selection, design, permitting, and construction of a reliable wastewater transmission main. Route selection for this urban project was coupled with public outreach. Rehabilitation has been eliminated as a project solution but was employed for emergency rehabilitation of an approximate 500-foot-long segment that was severely degraded.

The City of Tampa eventually committed to avoiding Harbour Island with the route of the new 54-inch-diameter pipeline, through the center of downtown, following

vociferous resident outcry. The selected route starts at the intersection of Franklin Street and Old Water Street and progresses eastward in Old Water Street to Morgan Street. It will include a world-class 3,200LF microtunnel across the Ybor Ship Turning Basin to Hookers Point.

The project also includes approximately 5,200 LF of 48-inch-diameter reclaimed water main. The Tampa Port Authority suggested the two pipelines that cross port property be constructed together to minimize impacts to Port commerce. They will pass beneath the port security gates in dual 500-foot-long microtunnels.

The design includes trenchless railroad crossings and valved inter-connections with the old transmission main should it ever be needed for an emergency.

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

City of Tampa

- Charlie Lynch, PE
- 306 East Jackson Street  
Tampa, Florida 33602
- 813.274.8916
- charlie.lynch@tampagov.net

## YEAR STARTED/COMPLETED

2018-July 2023 (anticipated)

## INITIAL COST/ACTUAL COST

\$75M/\$100M

## PROJECT STATUS

Ongoing



## Harbour Island Force Main Replacement, Progressive Design-Build | Tampa, FL, Continued

### Principal elements & special features

- ➔ 18,300 LF of pipeline installation
- ➔ 3,200 LF Micro-Tunnel
- ➔ 48- to 54-inch-diameter pipe
- ➔ Route analysis
- ➔ Congested urban corridor
- ➔ Utility coordination
- ➔ MOT
- ➔ Permitting
- ➔ Public outreach
- ➔ Subaqueous crossings
- ➔ Trenchless technology
- ➔ HDPE sliplining
- ➔ Temporary bypass

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

To isolate a section of pipeline during construction, flow needed to be bypassed. Wade Trim designed a temporary HDPE bypass line that was submerged and weighted down on the bottom of the Ybor Ship Turning Basin to Hookers Point, that improved construction budget and schedule.



# Southern Hillsborough County Supply Expansion Pipeline | Tampa, FL

## PROJECT DESCRIPTION

Southern Hillsborough County is experiencing significant growth that is exceeding anticipated rate projections and increasing water capacity demand. Because the existing piping network is nearing capacity, Hillsborough County sought an additional point of connection from Tampa Bay Water, who is Hillsborough County's water provider. The point of connection is approximately 30 miles from Tampa Bay Water's surface water treatment plant and is separated by congested urban corridors and environmentally sensitive areas in Hillsborough County.

Wade Trim was hired as the lead designer of a 15-mile section of this pipeline that will run from Tampa Bay Water's surface water treatment plant to Hillsborough County's Lithia Water Treatment Plant. The 60-inch-diameter steel pipeline will run through a challenging corridor with crossings under rivers, waterways, several

major intersections, I-75, major existing utilities, and railroad tracks.

Final pipeline design included pipe material selection, location of appurtenances such as valves and access manways, and cathodic protection for corrosion resistance of the steel pipe. Major crossings, such as the Alafia River, will be done in tunnel and/or jack-and-bore trenchless technology.

Permitting efforts required coordination with multiple regulatory agencies, including Florida Department of Transportation (FDOT), United States Army Corps of Engineers (USACE), and Florida Department of Environmental Protection (FDEP). A proactive permitting strategy obtained permits ahead of construction by involving permitting and regulatory agencies early in the design process, thereby reducing permit application review time.

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Tampa Bay Water

- Justin Fox, PE
- 2575 Enterprise Road  
Clearwater, FL 33763
- 813.245.2106
- jfox@tampabaywater.org

## YEAR STARTED/COMPLETED

2022/Ongoing

## INITIAL COST/ACTUAL COST

\$316M/TBD

## PROJECT STATUS

The project is currently under design and will be delivered using a Construction Manager at Risk (CMAR) alternative delivery model.

## Southern Hillsborough County Supply Expansion Pipeline Tampa, FL, Continued

### Principal elements & special features

- ➔ 80,000 LF of 60-inch water transmission main
- ➔ Congested urban corridor
- ➔ Utility coordination
- ➔ MOT
- ➔ Roadway restoration
- ➔ Permitting
- ➔ Public outreach
- ➔ Trenchless technology –
- ➔ Jack-and-bore
- ➔ I-75 crossing
- ➔ Steel pipe
- ➔ Cathodic protection
- ➔ Tidally influenced coastal area
- ➔ Environmentally sensitive areas
- ➔ High water table

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The project included a full route study with five routes considered and evaluated using Wade Trim's route evaluation process. The selected route was supported with land acquisition support services to assist Tampa Bay Water in obtaining needed land and easements.



# Regional Integrated Loop Phase 3C Pipeline Feasibility & Routing Study | Sarasota, FL

## PROJECT DESCRIPTION

Wade Trim is part of a progressive design-build team to increase capacity to the Peace River Manasota Water Supply Authority's water transmission system. The project includes designing and constructing a 7-mile, 42-inch diameter steel water transmission main to extend the authority's water system. The project travels through several different terrains, from vacant fields to congested residential/commercial corridors. There are five canal and roadway crossings that require jack-and-bore technology. An additional water crossing will be accomplished with an aerial crossing. Wade Trim completed the original pipeline route study.

The project begins near Sarasota National Cemetery on Clark Road (SR 72) in Sarasota County and continues northward for a distance of about 10 miles to the vicinity of Fruitville Road in central Sarasota

County. The pipeline then extends from east of I-75 westward 8 miles to Lockwood Ridge Road and then north for another 2 miles to reach University Parkway. The project includes planning and siting for a pumping and storage facility. The available corridors are congested with existing utilities. Route selection will be impacted by the location of existing utilities.

To determine the ultimate pipeline configuration, Wade Trim used the following design parameters: pipeline routes, delivery requirements, pipe sizes, pumping and storage requirements, recommended interconnection points, water quality considerations, alternatives (such as local system improvements), estimated project costs, and project duration. Wade Trim used a decision-making tool that evaluated all the parameters and weighed them to select the best route.

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Peace River Manasota Regional Water Supply Authority

- Richard Anderson
- 9415 Town Center Pkwy  
Lakewood Ranch, FL 34202
- 941.316.1776
- richardanderson@regionalwater.org

## YEAR STARTED/COMPLETED

2022/on-going

## ORIGINAL/FINAL BUDGET

\$53M/TBD

## PROJECT STATUS

The project is currently in the design phase

## Regional Integrated Loop Phase 3C Pipeline Feasibility & Routing Study | Sarasota, FL, Continued

### Principal elements & special features

- ➔ Seven miles of 42- inch steel pipe
- ➔ Utility coordination
- ➔ Congested urban corridor
- ➔ Cathodic Protection
- ➔ Improved water system reliability
- ➔ Improved water delivery capacity
- ➔ Five jack-and-bores
- ➔ Canal and roadway crossings
- ➔ One aerial crossing

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

To protect the long-term reliability of the asset, the pipeline received cathodic protection for the entire route.





### Miami-Dade SL-3A.1/SL-3B.1-&60-Inch Transmission Force Main OOL Program | **Miami, FL**

#### PROJECT DESCRIPTION

As part of the Ocean Outfall Legislation (OOL) program, Miami-Dade County's Water and Sewer Department (WASD) undertook the design and construction of several miles of large-diameter wastewater force mains to redirect wastewater effluent and eliminate ocean outfalls. The County engaged Wade Trim in a continuous engineering services agreement to design several sections of these large-diameter force mains.

SL-3A.1 is a 8,600 LF, 60-inch large-diameter transmission force main that will convey wastewater flow from the County's Southwest Booster Pump Station (SP-1) to a 60-inch-diameter pipeline located just south of the intersection at SW 137th Avenue and SW 152nd Street and will continue conveyance of flow from SP-1 south. The proposed transmission main starts at SP-1 with a 54-inch-diameter ductile iron pipe (DIP) section and is located along SW 136th Street, extends east along SW 136th

Street, and turns south along SW 137th Avenue where it transitions into a 60-inch-diameter force main, finally connecting to a 60-inch-diameter precast concrete cylinder pipe (PCCP) force main south of the SW 152nd Street and SW 137th Avenue intersection.

SL-3B.1 is a 36-inch-diameter DIP suction force main proposed to convey sewage from the Country Walk area to SP-1. It has an approximate length of 7,500 LF. The force main runs generally parallel to the 60-inch-diameter SL-3A.1 near the SW 152nd Street and SW 137th Avenue intersection, where it connects to two existing 16-inch force mains and one 20-inch force main. The 36-inch force main extends north along SW 137th Avenue, then west along SW 136th Street before connecting to the suction side of SP-1.

The alignment of the 36-inch and 60-inch-diameter force mains, which has a minimum design pressure of 100 psi, runs under SW 137th Avenue, a congested corridor

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade County Water and Sewer Department

- Jim Ferguson
- 3071 SW 38th Ave,  
Miami, FL 33146
- 305.607.0799
- james.ferguson@miamidade.gov

**YEAR STARTED/COMPLETED**  
2018/2019

**INITIAL COST/ACTUAL COST**  
\$53.5M/\$53.5M

#### PROJECT STATUS

The project is at 60% design.

## Miami-Dade SL-3A.1/SL-3B.1-&60-Inch Transmission Force Main OOL Program | Miami, FL, Continued

where several existing utilities are located within the right-of-way including water main, sanitary sewer, stormwater, telecommunications, and gas. It is a highly traveled roadway that runs through a mainly residential neighborhood with light commercial businesses in some areas.

The alignment of both force mains runs under two highly trafficked roadway intersections: SW 137th Avenue and SW 152nd Street, and SW 137th Avenue and SW 136th Street, where crossings were designed using open-cut. The alignment also crosses under a CSX railroad where the crossing will be constructed using jack-and-bore. Wade Trim provided a strong risk management program using a risk register, updated regularly and distributed to the client monthly for review and discussion to address and resolve risk items quickly and efficiently.

### Principal elements & special features

- ➔ Engineering design
- ➔ Permitting
- ➔ Construction inspection
- ➔ Construction management
- ➔ 16,000 LF of wastewater force main design
- ➔ 36- to 60-inch-diameter pressure pipe

- ➔ Narrow, congested corridor
- ➔ PCCP and DIP pipe material
- ➔ Open-cut technology
- ➔ Trenchless technology – jack-and-bore
- ➔ Major roadway crossing
- ➔ Contaminated soil
- ➔ Residential right-of-way

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

Wade Trim selected predominately open-cut technology for the installation of the pipeline. In an attempt to reduce the amount of maintenance of traffic during construction, Wade Trim located the alignment of the pipelines to allow for continuous two-lane travel during construction in both directions of this six-lane boulevard by using the median as much as possible.

# 05

## Project Methodology and Approach

### Project Understanding

To improve redundancy and capacity of effluent discharge from the G.T. Lohmeyer Wastewater Treatment Plant (GTLWWTP) to deep injection wells, the City has elected to install a new 60-inch diameter force main between the two assets. Due to the deep injection wells being located southwest of the plant along SE 21<sup>st</sup> Street between SE 10th Avenue and SE 14th Avenue, and the fact that much of the right-of-way is congested, any available pipeline corridor brings its own challenges.

Although issues exist along the entire project, Ric-Man and Wade Trim have identified three major challenges that we will overcome by implementing our project specific approach. These challenges include Eisenhower Boulevard, coordinating with ongoing and future work, and sequencing the work and are discussed below.





## #01 | Eisenhower Boulevard

One of the smallest segments of the project, Eisenhower Boulevard, presents some of the largest challenges. This corridor is already extremely congested with utilities including the GTLWWTP 54-inch force main, it is a highly trafficked roadway, a main thoroughfare into the Port's property, and needs to accommodate multiple concrete piers for a future elevated rail system. Our approach has considered these existing and future assets located in the right-of-way and have identified an alignment that will allow the force main to be constructed in a safe manner. The timely removal of the FPL transmission towers on the east side of Eisenhower is critical to obtaining a corridor for the new 60-inch diameter force main.

## #02 | Ongoing and Future Projects

Ric-Man will coordinate with every ongoing and future project planned for in the area, but there are four key projects we will keep in the forefront and work with Ft. Lauderdale and Broward County every step of the way: the Broward County Convention Center Hotel, the Port Everglades Bypass Road, the new Marshalling Yard and Parking Garage along SE 20<sup>th</sup> Street, and the Convention Center light rail system.

### **Broward County Convention Center Expansion and Hotel**

Fully operational by August 2025, the Broward County Convention Center Expansion and Hotel will rely on Eisenhower Boulevard as a main artery to the facility. Our approach completes the construction work in this area by May 15, 2025, well ahead of the opening date for the facility.

### **Port Everglades Bypass Road**

The Port Everglades Bypass Road intersects with Eisenhower Boulevard near SE 20<sup>th</sup> Street, with construction being completed in 2024. Our approach coordinates with this project to minimize any overlaps and conflicts with the Eisenhower Boulevard improvements. Pursuant to Addendum No. 4, the SE 20<sup>th</sup> Street intersection and the 200-foot section to the north along Eisenhower Boulevard will be completed by December 1, 2024.

### **Convention Center Light Rail System**

Broward County is planning a light rail system serving the Convention Center that will run above Eisenhower Boulevard in the location of this project. Our approach considers the planning level locations of the rail system's footings and columns to avoid future conflicts when the rail is constructed.

### **SE 20<sup>th</sup> Street Marshalling Yard and Parking Garage**

The 60-inch force main will be open cut as far north as possible but just south of the existing transmission towers to mitigate interference with construction activities of the parking garage.

## #03 | Sequencing the Work

Shutting down the GTLWWTP effluent pumps for any duration is not an option. The Ric-Man team understands that this brings a high risk of sanitary sewer overflow into the Intercoastal waterway, resulting in a FDEP reportable and potential fines. We understand the effluent force main work must be performed during periods of low flow. Our approach performs the work in the months of December through February, and during evening hours when flows are at their lowest and completed as quickly as possible.

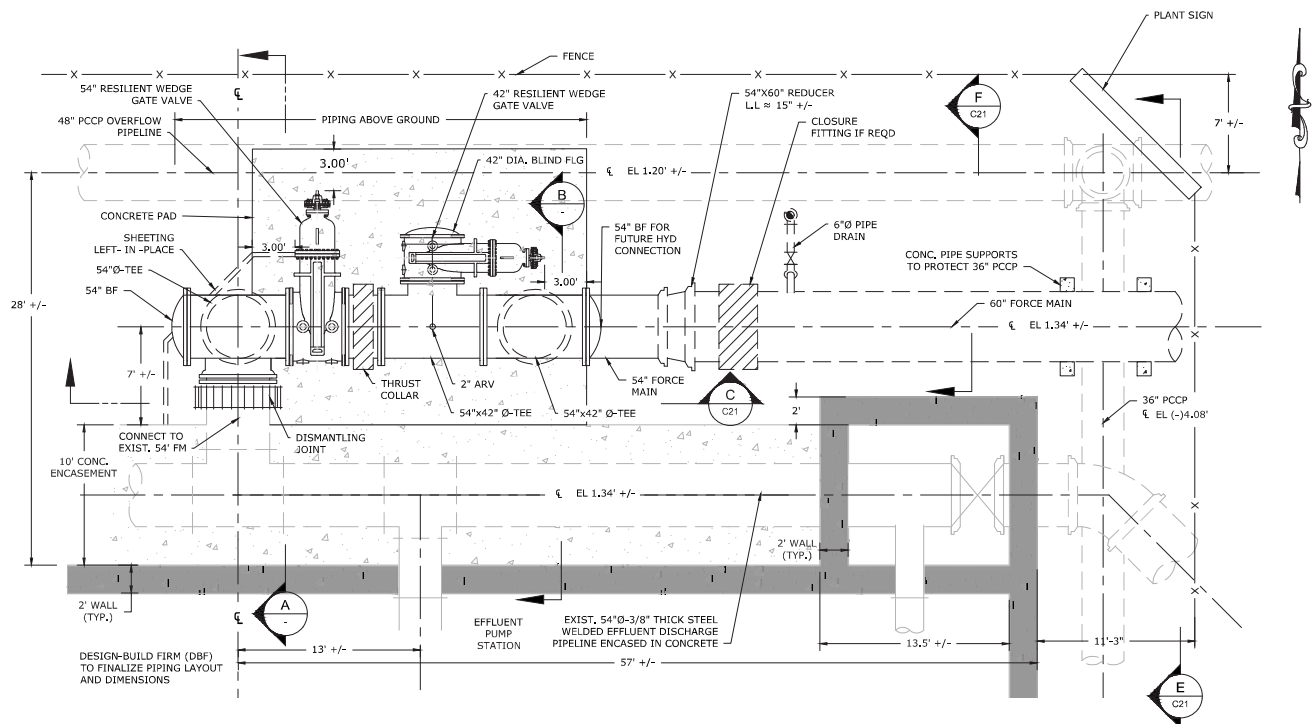
## Conceptual Design Approach

The Ric-Man team has thoroughly reviewed the DCP documents and supplemental information provided and have developed a creative project approach that is consistent with the DCP requirements and will provide improved access, simplify future maintenance, accommodate maintenance of plant operations with no shutdowns, reduce project costs and exceed the City's expectations for the project.

## Successfully Leaving the Port – GTL Effluent Pump Station Connection

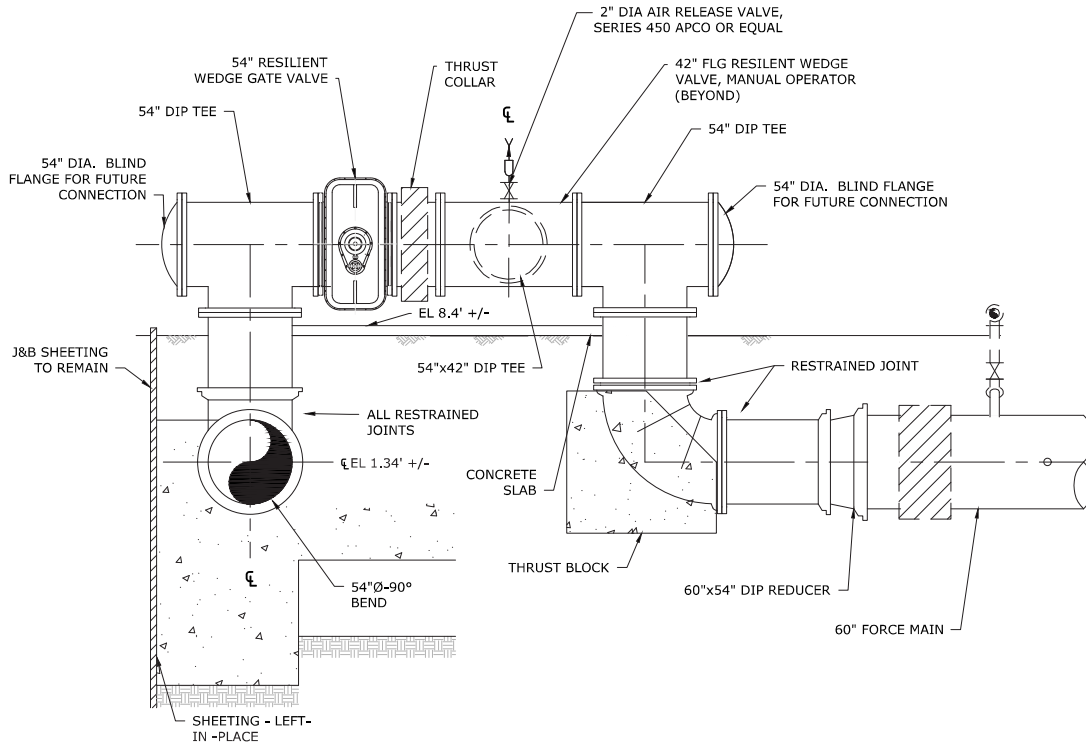
Our approach starts at the GT Lohmeyer WWTP effluent pump station connection. The area for this work is very congested and is critical to this project. The DCP provided a piping layout that was focused on the redundant line connection and the system bypass during construction as well as future operation of the system. Our approach mimics that thinking, but simplifies the design and reduces project costs, while providing the City with additional access and operational flexibility. In lieu of constructing the header below grade, where excavation is difficult and risky, our team suggests bringing the header above grade to provide improved future maintenance access and simpler bypass operations. As can be seen in **Exhibit 07**, once the new 60-inch force main is installed and tested, our team's approach allows for temporary bypass to take place by connecting the bypass pumping system to the 90-degree bend and spool that turn up above grade while the existing 54-inch main continues to carry the effluent flow.

## Exhibit 07 Effluent Pump Station Piping Connection



The Ric-Man team's approach allows for temporary bypass to take place by connecting the bypass pumping system to the 90-degree bend and spool that turn up above grade while the existing 54-inch main continues to carry the effluent flow.



**Exhibit 08 Effluent Pump Station Piping Section**

Our revised piping approach minimizes the amount of effluent that will need to be pumped and disposed of from the existing 54-inch main header and gives us quick access to the connection point.

Once the bypass is connected it can help with the filling and pressure testing of the 60-inch force main prior to placing into bypass operation. Then we will turn off the existing booster pumps and close the existing 54-inch header valve, turn-on the by-pass pumps and place the 60-inch into operation. This approach minimizes the amount of effluent that will need to be pumped and disposed of from the existing 54-inch main header and gives us quick access to the connection point. As such, we suggest placing the new 54-inch valve immediately downstream of the existing 54-inch connection point (as shown in **Exhibit 08**) to reduce potential for leaks between the existing header in accordance with good engineering practice and reduce the header length. In addition, this allows these existing pumps and header to be placed back into service quickly and minimize the bypass time and risk with no plant shutdowns. Once the new 54-inch valve is in place, it can be closed, the plant can be put back into normal operations through the 54-inch force main, the bypass pumps can be shut down and the header can be completed with no plant shutdowns and very temporary bypass operations minimizing construction and operational risks. We have included the 42-inch bypass valve reflected in the DCP for future operations/bypass but feel this valve and tee could

be eliminated further reducing the header length and project costs. If a bypass is needed in the future, it could be done using one of the two blind flanges provided on the above ground section of pipe.

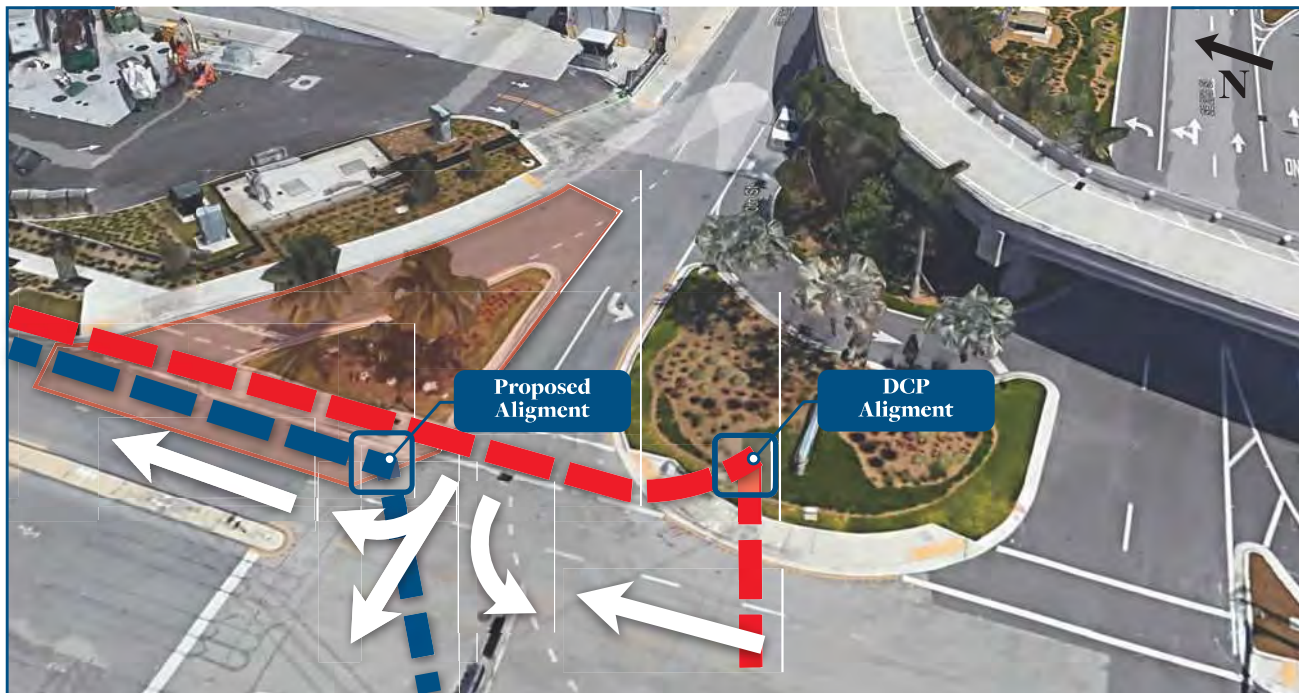
### Navigating the Eisenhower Boulevard Corridor – 60-inch Force Main | **Phase 1**

Phase 1 presents many challenges including a congested corridor, roadway improvements, primary port access, new on-ramp, future overhead rail system and a very tight schedule. Our team investigated several opportunities to complete this work in a timely manner. First, we considered horizontal directional drilling the corridor to mitigate conflicts with the existing utilities and traffic, but due to the short corridor it does not appear we can meet the required radii without increased risk for roadway collapse and hydro-fracture. This approach would also displace groundwater within the drilling fluid that would need to be treated due to the known soil contaminants. As an alternative to reduce contaminated groundwater interface, we considered micro-tunneling the pipe with a pressure head to minimize groundwater engagement and avoid the existing utilities, but this approach was determined to be very cost prohibitive for the entire corridor.

Therefore, our team has elected to design the new 60-inch force main down Eisenhower Boulevard using open cut with ductile iron pipe. The team will evaluate PCCP in lieu of ductile iron based on the route survey, SUE, utility matrix etc. to determine the best suited pipe for the conditions. The pipe will be placed in the wet and the construction crews will need to be outfitted with safety equipment and clothing during the installation. This approach is the lowest cost alternative and will minimize groundwater displacement. Upon further review, our

team determined that a slight alignment shift to the west would still maintain traffic flow, avoid most of the utilities within the corridor and avoid the future elevated rail foundations. As can be seen on our proposed plans, we can remain in this alignment for the entire corridor until the crossing to the west down SE 20th Street. At this location the utilities become very dense, and a trenchless installation will need to be implemented. Based on the DCP geotechnical data, its anticipated that the tunnel pit will need to be approximately 20-25 feet deep.

### Exhibit 09 Alternate Design Concept .....



Ric-Man's shift in the location of the jack-and-bore pit avoids demolition of the convention center sign, substantial landscaping, utilities, and provides for a larger staging area, saving time and money.

As seen in **Exhibit 09**, the DCP placed the jack and bore pit in the middle of the Convention Center Sign median, which contains the sign, some substantial landscaping, utilities and may not provide sufficient staging for the drilling operation. In addition, this location requires that the exit from the convention be closed for the installation of the new force main. Our team suggests installing the receiving pit (smaller pit) within the turning lane median and drilling to approximately the same location on the southwest corner as shown in the DCP plans. Although this is a slightly longer drill, it eliminates the crossing of the convention center primary entrance, avoids the convention center sign, misses the additional utility conflicts, eliminates one 60-inch fitting and is further from the proposed elevated rail supports. Due to the size of the drill, the depth of the drill, the potential for

limerock, the number of the utility crossings and the concern over groundwater contamination, our team has elected to complete the crossing as a microtunnel with a pressure-controlled face to minimize the amount of groundwater intrusion and have better control of the alignment (Microtunnel machine and pit types are shown in Exhibits 10 and 11). This will require a 78" steel casing be placed to accommodate the 60-inch lock-ring pipe. Our drilling shafts will be comprised of a drilled pile design toed into the lime rock below with whalers for lateral support. The bottom will be sealed with a concrete slab to provide a working deck and to minimize groundwater intrusion to reduce the amount of water that will require treatment. As seen in our proposed plans, the drilling pit will be located on the southwest corner of

Eisenhower and SE 20th Street, and we have shifted it slightly to the south to stay clear of the power poles.

### Cruising into Phase 2 – SE 20th Street

SE 20th Street is very congested with existing utilities throughout the right of way generally north of the proposed corridor. The proposed Broward County Parking Garage is located to the south. The DCP generally holds the alignment to the south and we are relatively consistent with their alignment, although we were able to eliminate several fittings along the way. This route is mostly on Broward County property, but around Station 23+00 the alignment passes close to the Buckeye Terminal LLC property with proposed restoration of the existing asphalt in that location, so a construction easement may be necessary. This corridor along with the portion along SE 14th Avenue will be design and installed using ductile iron pipe installed via open cut.

As the new 60-inch ductile iron force main turns west along the south portion of the injection well property where it will be brought above grade and supported on concrete piers for the remainder of the route. After visiting the site and speaking with City personnel, the proposed alignment along the southern border of the corridor will be very challenging as this corridor is submerged, contains wetland species and is generally inaccessible. Further discussions with staff indicated that not all of the existing injection well mechanical integrity testing (MIT) slabs are utilized for this effort and the southernmost portion could be used for the installation of the new 60-inch force main. With this understanding, our team developed an alignment utilizing the southern most portion of those slabs. This alignment shares a corridor with a 36-inch stormwater line and the 24-inch return line. The distance between these lines varies slightly, but they generally follow a similar route. Our proposed alignment will straddle these lines by spanning a concrete support and predrilled concrete piles assuring three feet of separation from these utilities. Since DIP will be utilized, these supports will be located at 20-foot centers. There will be three types of supports along this corridor. The first is the thrust bearing supports, which will be comprised of a concrete saddle with six piles to resist lateral movement of the pipeline along this corridor and they will be located at the beginning and end of the run, as shown in **Exhibit 12**. The intermediate supports will be either a standard concrete support drilled and doweled into the injection well slab, as shown in **Exhibit 13**, or individual concrete supports set on two pre-drilled piles spanning the stormwater and return pipes, as shown in **Exhibit 14**. The connection to each well manifold and return line will be completed per the DCP drawings.

#### Exhibit 10

#### Microtunneling Machine



#### Exhibit 11

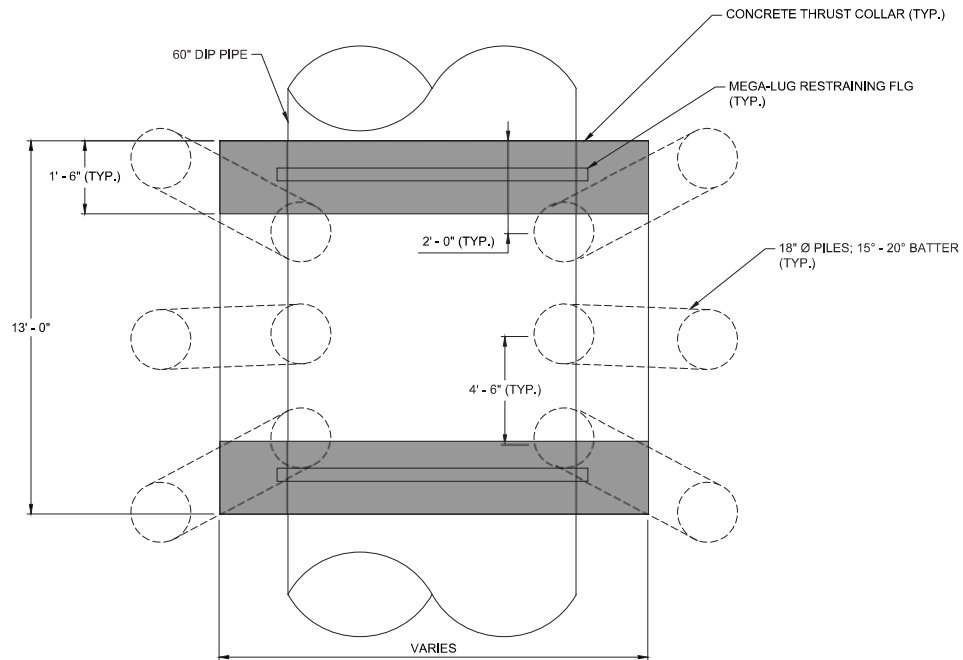
#### Microtunnel Pit



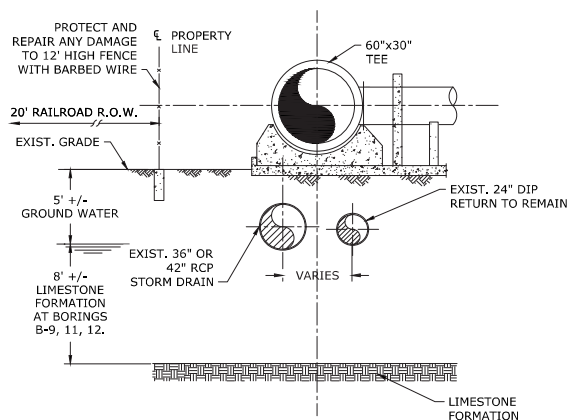
Our team's approach has many benefits, specifically in regard to the constructability of the line. The DCP corridor presents many equipment access and environmental concerns that could greatly impact the project schedule. By moving the pipe slightly north we open access to the line for construction and future maintenance without needing to access the wet railroad corridor. This line could also be constructed using 50-foot steel pipeline



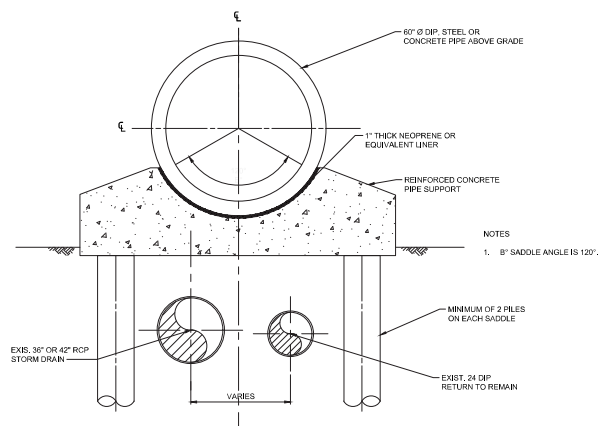
**Exhibit 12 Thrust End Support**



**Exhibit 13 Above Ground 60"x30" Concrete Saddle on Well Pad**



**Exhibit 14 Intermediate Pipe support**



sections and concrete supports at 50-foot intervals, however this would require thicker wall pipe to make the span, would result in more expansion and contraction in the warm climate and would not provide consistent materials, so we elected to stay with DIP for the entirety of the project.

### Construction Approach

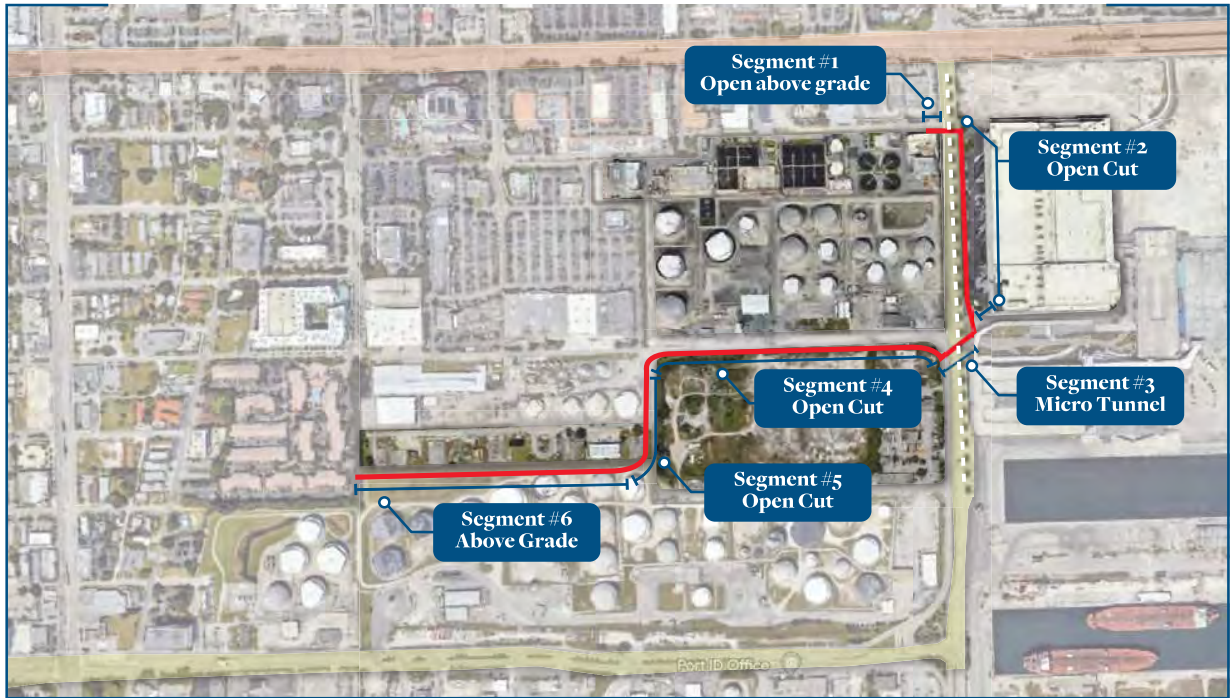
Ric-Man, together with Wade Trim recognizes the importance of providing the GTLWWTP Force Main project in a timely, safe, and efficient manner to support GTL plant operations and avoid impact to the ongoing Convention Center Expansion, new Hotel, the Port of Everglades Bypass Road project, Marshalling Yard Parking Garage, and the future elevated light rail. The area relies on Eisenhower Boulevard for things such as cruise operations and fuel deliveries. Its importance is understood by Ric-Man having performed work along this roadway and within the Port on arecent similar project. Ric-Man will focus on coordinating work hours with the City's GTLWWTP, the Port, and Broward County utilizing a well-developed MOT plan to mitigate construction impacts. The soil in the area is contaminated which we will manage through a detailed environmental plan. Existing utilities will be identified, marked, and located to confirm the final alignment is installed with the least amount of disruption.

### Construction Sequence

To meet the April 16, 2025, Substantial Completion date for Eisenhower Boulevard, Including the 20th Street crossing and the 60" FM -200' north, by December 1, 2024, and assuming a February 1, 2024, NTP, Ric-Man performed a summary level preliminary CPM schedule analysis shown on page 93. Wade Trim has completed its conceptual design of the route, making some improvements that will benefit time and budget. We have concluded the best alternative for crossing SE 20th Street is a micro-tunnel and then open cut along SE 20th Street and SE 14th Avenue. We intend to rise above ground at the eastern intersection of SE 14th Avenue and the well field and connect the wells, placing the pipe on supports along the north of the railroad ROW within GTLWWTP property.

As shown in our construction sequence **Exhibit 15**, we will start construction at the 20th street intersection working north to the effluent pump station where Ric-Man will preassemble the effluent force main manifold and install it above ground. We will tie into the existing 54-inch diameter effluent pipe during low flow hours (December through February) utilizing a 30 MGD back-up bypass system at the completion of the entire 60-inch force main pipeline. The testing of the bypass system and connection to the existing 54-inch PCCP pipe will be coordinated with plant personnel pursuant to the sequence of testing and operation outlined in C-22 of the concept plans.

**Exhibit 15 Construction Sequence** .....





**Exhibit 16 Installation Method and Construction Scope** .....

Segment	Install Method	Construction Scope and Limits
<b>01</b>	<b>Above Grade</b>	Tie into existing 54-inch effluent pipe
<b>02</b>	<b>Open Cut</b>	Install 60-inch force main in Eisenhower Boulevard in tight sheet trench in an 18-foot wide corridor
<b>03</b>	<b>Micro-tunnel</b>	Cross Eisenhower Boulevard with 60-inch pipe encased in 78" diameter pipe
<b>04</b>	<b>Open Cut</b>	Install 60-inch force main in northern edge of Old Molasses property along SE 20th Street
<b>05</b>	<b>Open Cut</b>	Install 60-inch force main western edge of Old Molasses property along SE 14th Avenue
<b>06</b>	<b>Above Grade</b>	Install 60-inch flange-to-flange above grade on pipe saddles connecting to five wells with 60-inch by 30-inch tees

Ric-Man will proceed open cut from 200' north of SE 20th Street working on the east side of the north bound lanes within a tight sheet configuration and eventually cutting across Eisenhower Blvd at SE 18th Street. The 60-inch diameter pipe trench, including restoration, will take up approximately the width of one lane (the eastern most lane). Work will be performed at night, as permitted. Day time work hours will be as approved by the City. A plan to provide a work zone utilizing the 11' widening section is detailed below. **Exhibit 16** summarizes our installation method and construction scope for each segment.

Ric-Man's work will include utility relocations and drainage work, material and equipment staging, and widening the section of the north bound and south bound roadway. Milling of the pavement, followed by tight sheeting will provide for a safe and contained excavation, material handling, capture of contaminated material, and installation of pipe. Ric-Man will provide a dewatering and contaminated water disposal/discharge plan pursuant to the requirements of FDEP and BCEPD. At the end of each workday, temporary steel plating will be installed where needed to establish full northbound roadway use of Eisenhower during the day, unless permission is received to workday shifts. In that event, the operation will be continuous depending on Port, Convention Center, and Cruise Terminal requirements until scheduling requires the opening of the northbound eastern lane to traffic.

### Work Zone Widening

As shown on the Broward County roadway drawings, the eastern edge of the northbound lanes will be widened by 11-feet. Ric-Man proposes to remove the median along Eisenhower Blvd between SE 18th Street and SE 20th Street, placing Jersey barriers in its place, temporarily

restriping the roadway, and mobilizing the 11-foot roadway widening section early. This will provide two continuous northbound lanes of Eisenhower Boulevard, providing a clear corridor for the installation of the 60-inch force main. By temporarily re-striping Eisenhower as described above, the 60-inch force main could be installed during the day or night as the restrictions outlined under 6.8 of the technical spec would be met. Based on the location of the electronic message sign structure in the median, traffic will be coordinated via flagging and Off Duty Police (ODP) as the 60" force main is installed through this narrowed work section.

### Micro Tunnel

Ric-Man will provide a 250' + Microtunnel at the SE 20th Street crossing utilizing a Herrinknecht 1500 tunnel boring machine (TBM) for a 78" diameter steel pipe casing, 1.5" thick. The 1500 TBM comes equipped with a man-entry hatch at the Face to allow clearing of any debris and obstructions encountered during tunneling operations. This may be critical for the SE 20th Street crossing since the area has been known to include obstructions which would impede other trenchless methods from a successful crossing such as jack and bore. The bore diameter will be 78.5" at a depth of approximately 18'. The 60" ductile iron carrier pipe will be jacked through the steel casing and grouted into place. A 32' x 20' tight sheeted and dewatered launching pit will be provided as shown on drawing C-05. A 20' x 14' retrieval shaft will be located in the median on the east side of SE 20th Street. The shafts have been positioned so that each is accessible for ease of operation and the safety of workers, trucking in and out of the work zone, as well as minimizing traffic disruptions along Eisenhower Boulevard at SE 20th St. An ODP and flaggers will be positioned at the SE intersection during the construction of the tunnel.

The selection of the microtunneling equipment, production rates, lubrication requirements will be reviewed by the slurry machine manufacturer and microtunnel specialists. Shaft designs are watertight and sufficient to support microtunneling operations and amply sized to accommodate TBM activities. Contaminated slurry will be disposed of pursuant to the Ric-Man project specific environmental plan.

The launching and retrieval shafts are designed to be watertight with a tremie seal to ensure no contaminated water infiltrates the set-up and tunneling operation ensuring worker safety and the integrity of tunneling jacking and grouting operations.

Tunneling will be completed by a slurry TBM that provides full face support and is capable of installing 72" diameter sleeve pipes and the 60" diameter carrier pipe. Tunneling equipment is suitable for the geotechnical data provided in the DCP package as it relates to planned production, torque values, cutter requirements and general operations. Microtunnel drives will have seal plate assemblies at both launching and receiving shafts. The seal plate assemblies will significantly reduce contaminated groundwater intrusion and resulting soil inflow through the annulus gap at the tunnel eye. The proper functioning seal at the shaft eyes will help ensure that the TBM is launched and received in a controlled manner free of any significant groundwater and soil inflow, dramatically reducing the need to process contaminated dewatering flows.

Precision is necessary to control and navigate the TBM along the entire route until final breakthrough. To achieve this, a reliable navigation system via TUNIS MTB guidance system will be used. The TBM will be steered utilizing four jacks within the articulating machine. The operator of the TBM manipulates the operation from the command center located on grade. Horizontal and vertical deviations are closely monitored via a laser theodolite and target mounted system. The target is a photo-sensor unit mounted in the shield of the TBM and controls the position of the target unit by determining and controlling the position to the tunnel access during the entire drive. A launch shaft laser holds visual contact with the target unit in the rear end of the TBM to ensure straight drives.

During normal operations, no personnel will be located in the TBM or tunnel, eliminating the risk to workers and potential to rescue personnel. Personnel will only go inside the tunnel for maintenance access. Rescue operations will be coordinated with Ft. Lauderdale and Broward County Fire and Rescue Services ahead of actual tunnel operations.

Performing night work in congested corridors is something Ric-Man is familiar with, shown here crossing SR-84 in Ft. Lauderdale with a 66-inch diameter RCP.



Once we cross the 20th Street / Eisenhower intersection, Ric-Man will open cut the pipe along the northern edge of the Old Molasses property where the new parking garage will be located to SE 14th Avenue and terminating above ground at the intersection of SE 14th Ave and just north of the Railroad Reserve ROW on GTLWWTP property at the location of the new 60-inch Wedge Gate valve. At this point moving west to the connection points at the wellfield, the piping will be flange-to-flange ductile iron pipe mounted on elevated pipe saddles. The 30-inch restrained ductile iron flange-to-flange pipe manifolds to the five wells will be connected to the 60-inch by 30-inch tees, above ground.

New power feeds, controls, and instrumentation work for IW-1 to IW-5 will be performed in series. The GTLWWTP SCADA system will be upgraded prior to start-up of the IW-1 well. Testing of each well will take 7 days. The existing backwash pump system will be demolished and the area restored at IW-5 at the completion of start-up and project acceptance.

## Ability to Meet Time and Budget Requirements

Ric-Man's long history of delivering conventional and design-build projects has been exclusively performing infrastructure work as its core competency for over 20+ years in Florida. We plan the work in detail through the design and construction process using formal CPM schedules that include detailed design activities, reviews by the owner and regulatory agencies, procurement, and finally detailed construction phasing. We utilize "look-ahead" scheduling in concert with reporting field progress with quantity reporting daily through electronic field input using HCSS heavy job software. Budgets are reviewed and reported on weekly based on quantities installed. A detailed cost report is issued for review by project supervision and adjustments are made as necessary in equipment, personnel, or crew sizing to confirm budgets are maintained.

Ric-Man maintains a full office support staff in Deerfield Beach, FL for cost control accounting and estimating. Detailed take-offs and re-pricing for all elements of the work are performed as the designs reach completion. Formal purchase orders for material and sub-contracts for non-self-performed work are issued and reviewed in detail by executive management and coded into Ric-Man's cost control system.

Field labor and equipment utilization is recorded on iPad's by supervision daily. Therefore, a record of time and performance is maintained for each crew day. This information is rolled up into production reports detailing cost for supervision action as described above.

A preliminary CPM is provided on page 93 that confirms our intention approach to meeting the critical milestone dates outlined in the DCP, particularly along Phase 1 and 1A (segments 1,2, & 3) Eisenhower Blvd, Between 17th Street and 20th Street. Ric-Man has locally based crews and owns its own equipment with experienced supervision in working in urban environments. Our staff understands continuously the status of schedule and budget, leading to early proactive decisions as opposed to reactionary approaches to keeping a project on target. We have performed similar projects in the Port and are familiar with the stakeholders, operations, and the sensitivity to access for events and cruises.

Ric-Man understands the dynamics of design work and works hand-in-hand with our design team to confirm technical elements are met in an environment of teamwork and mutual respect, leading to solid

decisions for the benefit of the client and eventually its constituents. Our project manager and superintendent will attend all meetings during the design process with the City, Convention Center, Port Operations, and Cruise lines, as well as regulatory agencies to explain and confirm our field approaches to the work.

## Minimizing Impact

Communication with the stakeholders, understanding the restrictions of the Port, Convention Center events, and Cruise line schedules is critical to a successful project. Utilizing the full-time talents of our PIO Justina Hicklyn of Valerin will confirm the scheduling information of our stakeholders is current. Providing daily work schedules, conducting meetings as necessary to adjust to the needs of the stakeholders, and communicating to Ric-Man's operational staff is critical to minimizing impacts.

Providing the best available equipment and personnel to ensure reliable operations with flexibility of performance will provide for a successful project. Ric-Man's headquarters is minutes away from the site. Our ability to dispatch Senior level personnel to support problem resolution and convey detailed information to the stakeholders to avoid delays and disruptions while maintaining production is apparent based on our recent crossing of I-84 at the City's River Oaks project. That operation, the installation of 165 feet of 66" RCP across I-84 at 12-foot of depth in wet conditions, was accomplished without incident in 6-shifts. The cooperation between the City, Broward County, and FDOT was evident.

Ric-Man's dewatering and contaminated material plan will allow more efficient operations along Eisenhower Boulevard. The possible re-injection of contaminated water into the adjacent ground if approved during trenching operations, hauling contaminated overburden to a temporary storage yard for containment and testing for proper disposal together with utilizing the tight sheeting approach in a partial subaqueous environment, will minimize time and exposure along the roadway, subject to stakeholders' schedules.

The clearing of a work zone at the northbound lanes as described above while clearing interfering utilities pre-marked will deliver the least amount of impact to traffic due to the ability to keep two lanes of northbound roadway open.



The trenchless crossing at SE 20th Street was investigated in detail. A jack-and-bore concept is problematic due to water levels and the possibility of obstructions which could disrupt the operation in a major way. Open cut was eliminated as being too disruptive and the radius for a 200-foot crossing is not possible for an HDD of this size. A microtunnel is the safest and least impactful approach to making this critical crossing. The boring pit, slurry equipment, and control station will be housed on the west side of the crossing out of the way of traffic. The receiving pit will be situated on the east side of SE 20th Street traffic island, so as not to interfere with Convention Center parking lot traffic.

We believe installing the 60-inch force main above ground in the wellfield area from 14th Avenue and the railroad ROW will effectively simplify the operation. Staying to the north of GTLWWTP property and out of the low lying 20-foot railroad swale, we will eliminate difficult dewatering and possible environmental issues due to the presence of protected species.

The installation of the manifold piping will be flange-to-flange Ductile Iron pipe, pre-assembled and rigged into place. This will save time on the schedule as the operation is independent of the pipe laying process and can be coordinated with the plant by utilizing the test pads located at each well location.

## MOT

Maintenance of traffic (MOT) is a critical feature of this project to minimize and negate impacts to accessing the Convention Center parking lot, ongoing construction operations at the new Hotel, cruise preparation and access to terminals, as well as Port fuel deliveries. Similarly, it is critical that all parties involved during the construction activities (i.e., contractors, inspectors, and other team members) place “safety first” and are protected from moving vehicles. Our expertise has been reinforced through numerous Florida Department of Transportation and the City of Fort Lauderdale transportation planning services most notable our recent work at the River Oaks Stormwater project where access for the safe harbor and residents in extremely defined spaces has been successfully accomplished with minimal disruptions. Our team holds a strong commitment to minimizing impact of construction on traffic flow and maximizing safety for workers and the traveling public.

Ric-Man’s experience working along Eisenhower Boulevard on the Spangler Road project for Ft. Lauderdale will be invaluable on this project, especially in the area of MOT.



Ric-Man will prepare, in cooperation with the stakeholders, an MOT plan with flexibility to confirm Eisenhower Boulevard traffic and access remains uninterrupted with clear signage, messaging, and communication through our PIO on any plan changes as the workflow progresses. Critical points of consideration are:

- ➔ North bound traffic from SE 20th Street to 17th Street intersection
- ➔ The crossing of Eisenhower Boulevard at SE 18th Street
- ➔ East lane closure along Eisenhower Boulevard for the 60" Force main Installation (see Ric-Man two lane plan under work zone widening.)
- ➔ Access to the SE 20th Street Convention Center parking garage
- ➔ Construction access for hotel construction at the corner of SE 17th Street and Eisenhower Boulevard
- ➔ Construction trucking routes for contaminated material removal, loading, and unloading zones.
- ➔ Access to new parking facility construction along SE 20th Street

- ➔ Public service operational fluidity of all public services
- ➔ Uninterrupted fuel service to the Port, solid waste pick-up, and mail service
- ➔ Access for emergency and essential services such as police and fire rescue, public transportation, and local residential/business traffic needs
- ➔ Maintaining overall vehicular and pedestrian safety through the work zone
- ➔ Entrance and exit points for spoil and contaminated soil trucking operations

Our approach is to identify the special needs of the Port, Convention Center, and Cruise lines and to work with them to determine their schedules while formulating our plan to eliminate costly disruptions.

## Schedule

Our team will expand on the preliminary schedule contained within this proposal within 10 days of award in the form of a baseline CPM. The detailed baseline CPM will provide the full level of detail for all work activities, including design 90–100%, reviews, regulatory pre-application meetings, procurement of critical commodities, submittals, MOT, and all applicable work activities. We will update the CPM weekly to confirm progress and submit it to the city as a function of the weekly meeting process. Look-ahead reports generated by the CPM will be presented in meetings to ensure that proper notification to stakeholders occurs on a timely basis via Ric-Man's PIO. Any slippage or schedule gains will be clearly marked and reviewed for recovery options, out-of-sequence work to recover time, and/or add of resource, etc., to resolve open issues. The stakeholders will be continuously informed of any changes or impacts, particularly with MOT via our on-site Project staff.

As shown in the projected schedule below, we contemplate a 9-month design, permitting, and submittal cycle followed by a 4.5-month construction duration for Phase 1 along Eisenhower, from Sta 9+80 through the SE 18th St crossing. Separate permitting will be initiated for the SE 20th St tunnel and open cut portion of the work from Sta 24+65+ to 27+00 to ensure a December 1, 2024 completion of this work. The balance of Phase 1 Substantial Completion date of April 15, 2025 can be obtained. Ric-Man's MOT plan described above provides the flexibility for continuous operations while meeting the needs of the stakeholders for deliveries, events, and cruises.

The open cut work along SE 20 and 14th Ave can occur concurrently with the Wellfield work. The attached CPM indicates float of 80 and 93 days, respectively for Phase 2 and 3 work. The coordination of the testing, bypass tie-in and eventual commissioning of the effluent Force main as a whole will require detailed communication, planning and cooperation to achieve.

Phase 3 at the Well field site anticipates a positive float of 60 workdays and includes the testing, tie in of the By-pass Effluent Pump Station, and final testing and tie-in of the completed Force Main to the newly re-fitted wells, IW1 to IW-5. The coordination of the testing, bypass tie-in and eventual commissioning of the effluent Force main as a whole will require detailed communication, planning and cooperation to achieve.

Ric-Man anticipates a Force main and Roadway restoration crew of 18 along with a tunnel crew of 10 working concurrently along Eisenhower and across SE 20th Street. Ric-Man will support the paving, striping and signage subcontractors during each phase of work to ensure these nighttime operations are coordinated with all stakeholders along Eisenhower Blvd. The Force Main and Tunnel crew will re-form to work concurrently on Phase 2 and 3 along with our electrical, and I&C subcontractor for the work at the wellfield, upon completion of the respective Phase 1 work.

Overall Ric-Man will complete the project two months ahead of schedule by June 26, 2026. Below is the CPM summary Schedule along with a summary bar chart displaying the anticipated sequence of work.

Any changes ordered by the owner will be incorporated and analyzed immediately upon knowledge of the change to demonstrate any impact to the critical path for discussion and resolution. Concurrency created by changes not impacting the critical path will be absorbed by our team to ensure no slippage to the substantial completion occurs.



Exhibit 17 Fort Lauderdale Force Main Design-Build Schedule

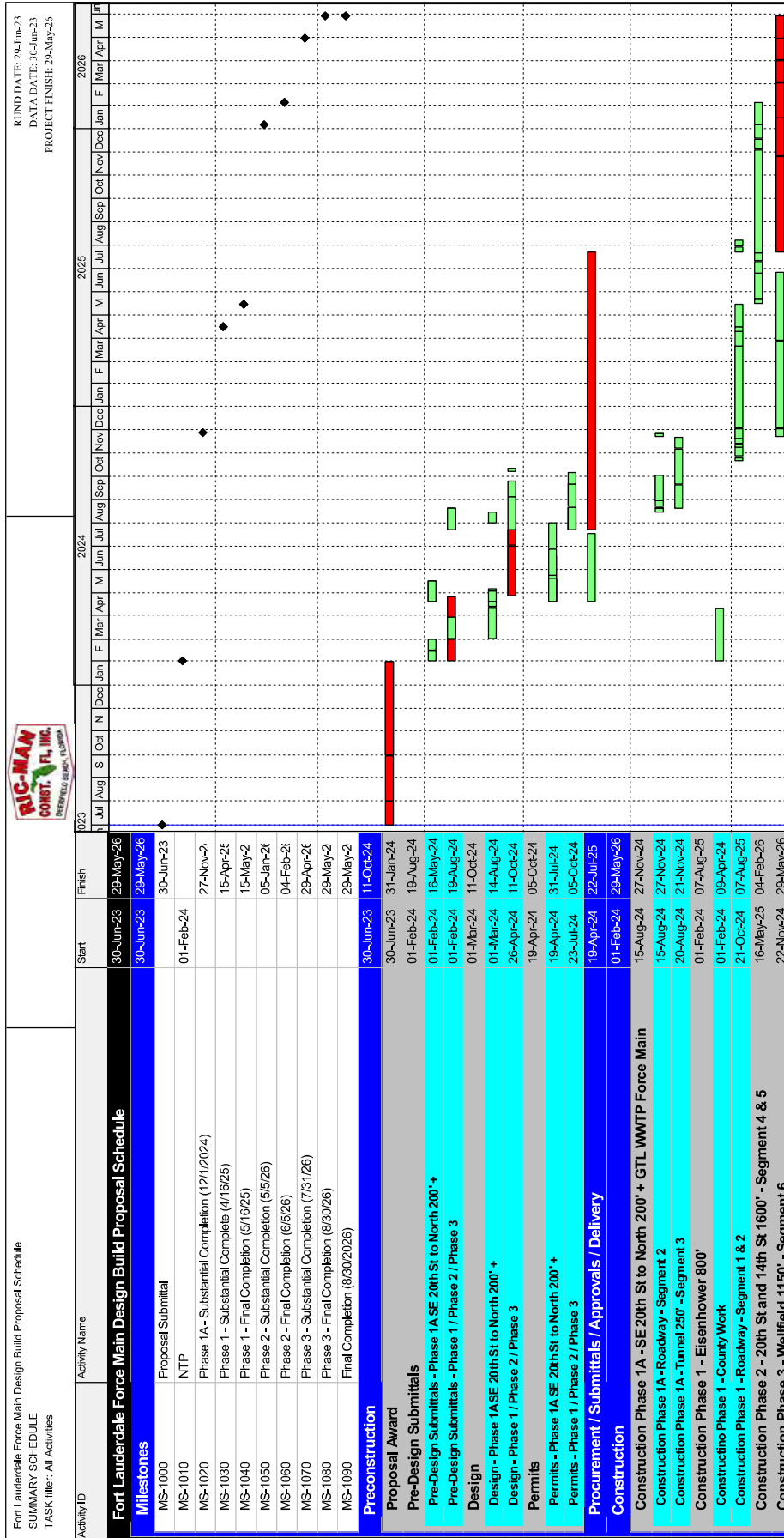


Exhibit 17 Fort Lauderdale Force Main Design-Build Schedule

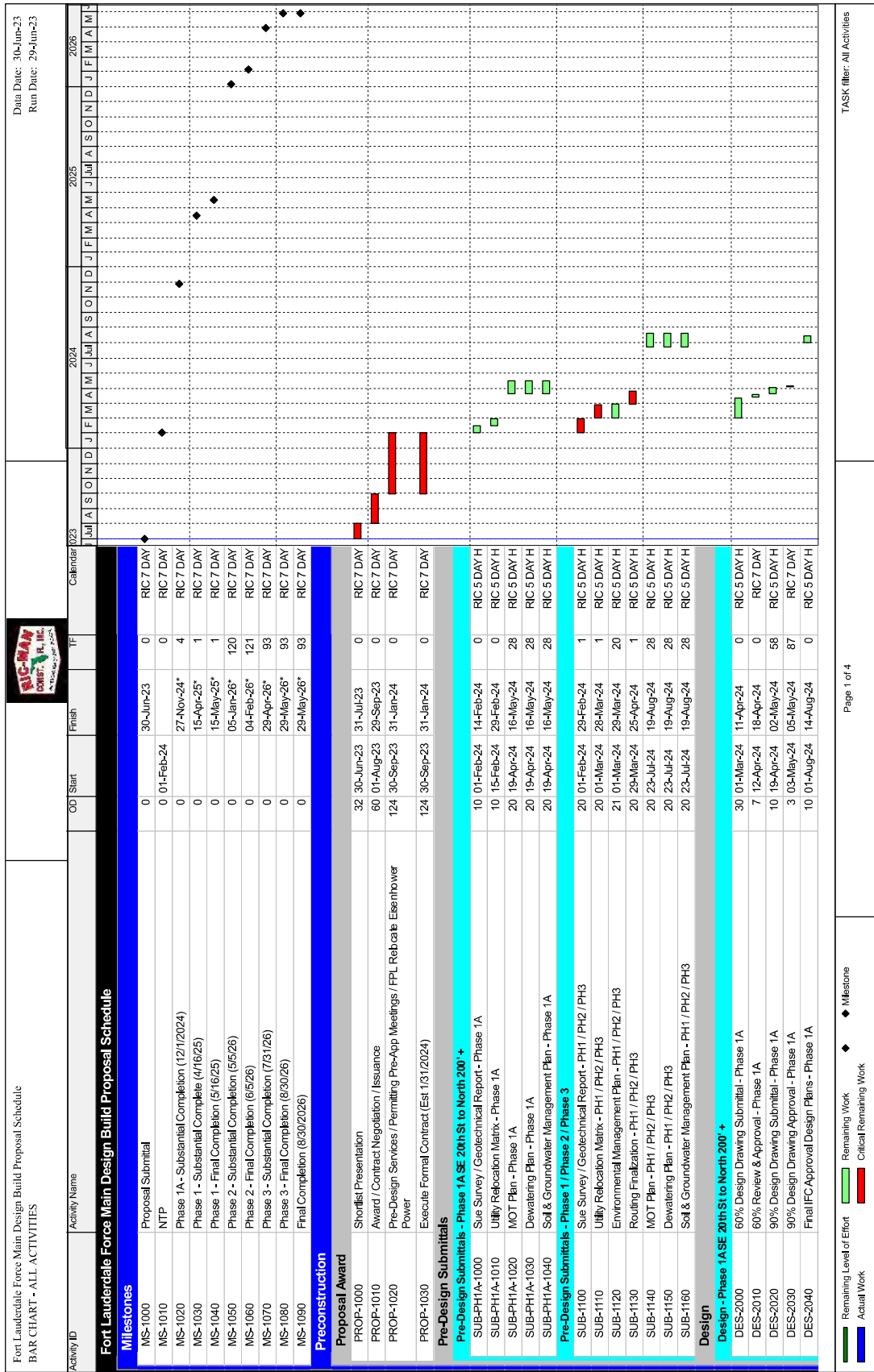


Exhibit 17 Fort Lauderdale Force Main Design-Build Schedule

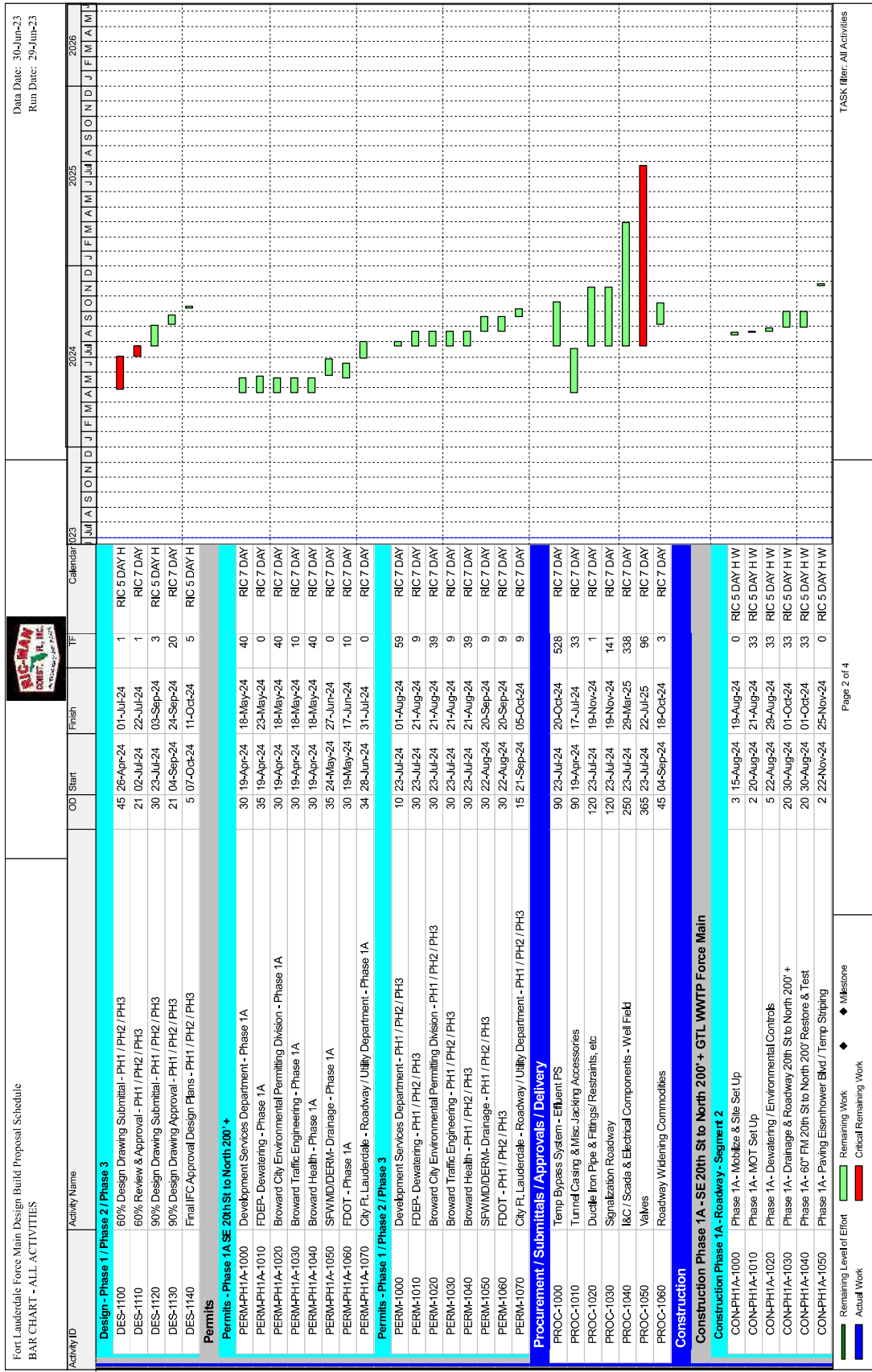


Exhibit 17 Fort Lauderdale Force Main Design-Build Schedule

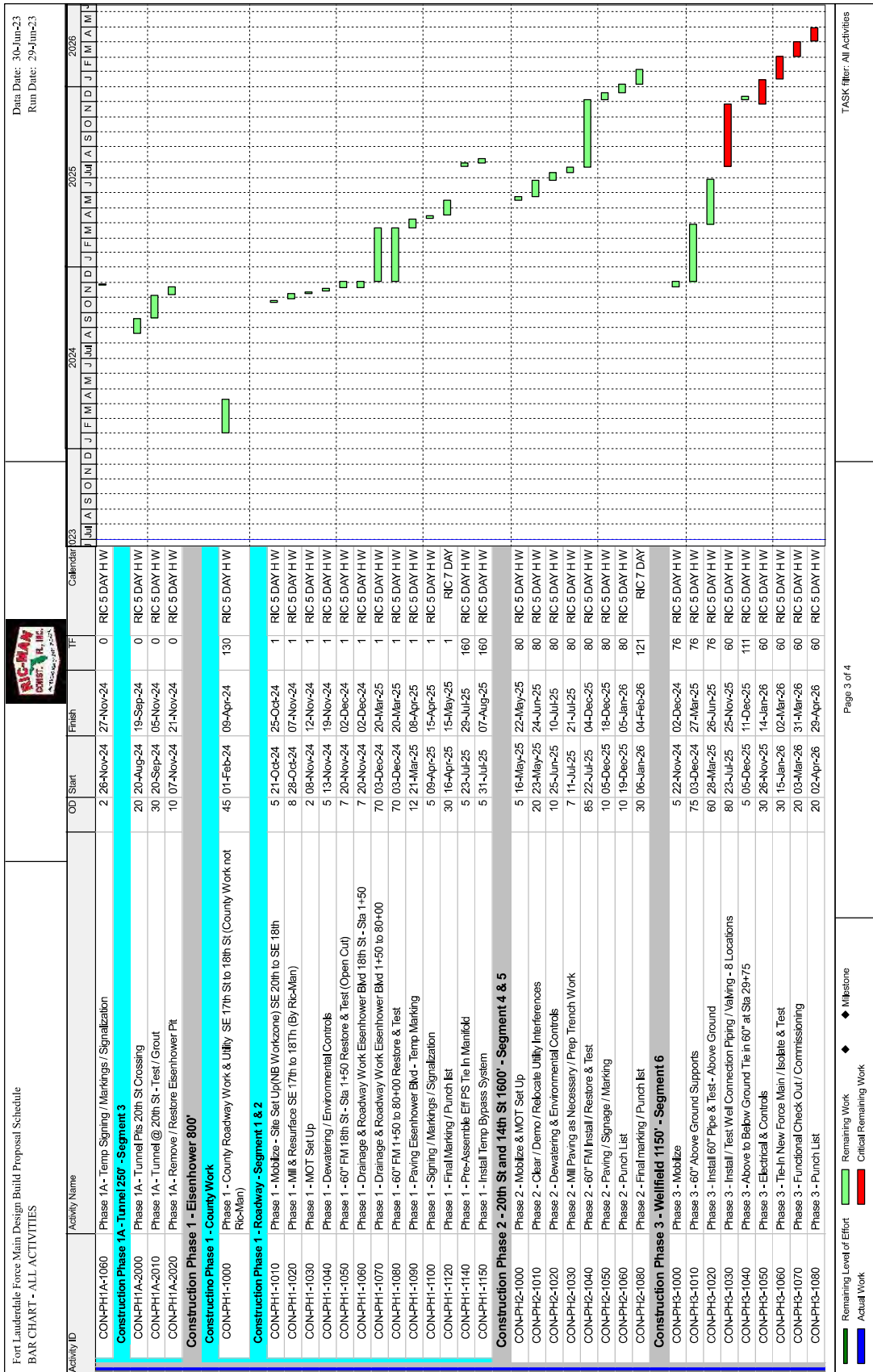



Exhibit 17 Fort Lauderdale Force Main Design-Build Schedule

Fort Lauderdale Force Main Design Build Proposal Schedule BAR CHART - ALL ACTIVITIES					Data Date: 30-Jun-23 Run Date: 29-Jun-23	
Activity ID	Activity Name	OO	Start	Finish	IF	Calendar
CON-PH3-1100	Phase 3 - Final/Acceptance Review	30	30-Apr-26	29-May-26	93	RIC 7 DAY
2024						
2025						
2026						
TASK filter: All Activities						

Remaining Level of Effort

Remaining Work

Critical Remaining Work

Milestone



## Workload

Our team will use the time and budget management philosophy described in our project understanding to manage overall workload. Our team will work together to ensure all technical elements are met on this project. The table below lists our current workload and we do not feel that any of our major ongoing projects will conflict with the team's performance of services under this project.

### Exhibit 18 Ric-Man's Completed & Active Projects in Florida within the Last Five Years .....

Project Name	Client	Dollar Value	Completion Date
<b>Completed</b>			
Shenandoah Water Main Replacement	Miami Dade County	\$17M	2018
54" Force Main NW 11th St.	Miami Dade County	\$12.5M	2018
Cape Coral CIPP- Pipe Lining	City of Cape Coral	\$1M	2018
North Bay Village Stormwater	North Bay Village	\$1.2M	2018
Panama City CIPP - Pipe Lining	Panama City	\$2.9M	2018
FDOT CIPP- Storm Water	FDOT	\$0.5M	2018
Florida Power and Light	FPL	\$0.8M	2018
48" Downtown Loop Water Main	Miami Dade County	\$ 9.1M	2019
Cape Coral CIPP- Pipe Lining	City of Cape Coral	\$1.5M	2019
Letort Interceptor	Borough of Carlisle	\$8.2M	2019
54" Emergency Repair	City of Miami Beach	\$0.5M	2019
19th St Pump Station	City of Miami Beach	\$7.4M	2020
Water Main Replacement	City of Hollywood	\$19.9M	2020
Sewer Pump Station - 28	Miami Beach	\$1.5M	2020
230KV Ductbank and Structures	Chester/FPL	\$1.1M	2020
Lift Sta Repairs	Brevard County	\$.2M	2020
Force Main Replacement	Brevard County	\$9.9M	2021
Davis Island Water Main	City of Tampa	\$4.9M	2021
Plaza Tower		\$11.2M	2021
Surf Side Collapse	Miami Dade	\$2.4M	2021
54" FM ERT	Miami Dade	\$1.1M	2021
Orlando Force Main	Orlando	\$1.7M	2021
Catch Basin Repairs	Reliable LLC	\$0.5M	2021
Pipe Lining	Ormond Beach	\$0.5M	2021
230KV Duct bank & Structures	Chester/FPL	\$5.3M	2021
Pipe Lining	Seminole City	\$0.2M	2021
West Ave South	Miami Beach	\$5.9M	2022
Indian Creek Phase III	Miami Beach	\$17.1M	2022
60' ERT Water main	Miami Dade	\$0.4M	2022
CIPP Pipe Lining	St. Johns	\$0.4M	2022
CIPP Pipe Lining	Orange County	\$0.4M	2022
Catch Basin Repairs	Inline Environmental	\$1.0M	2022
CIPP Lining	Ormond Beach	\$0.8M	2022
<b>Active</b>			
KB 91 West Ave North	Miami Beach	\$79.4M	Jun-26
River Oaks Drainage	City of Ft. lauderdale	\$17.3M	Aug-23
Pine island Force Main- 24" and 30"	City of Sunrise	\$9.3M	Dec-23
Drainage Pump Station	City of Ft. Lauderdale	\$9.4M	Aug-24
Water Main Replacements	St. Petersburg	\$30M	Jun-27
Ormond Beach - CIPP Pipe Lining	Ormond Beach	\$1.0M	Jun-23

# Technological Capabilities & Available Resources

## CADD Capabilities

Each of our engineers and technicians are equipped with personal computers with the most CADD software. Our software standards include Microsoft Suite, Autodesk Civil 3D 2019-2020, Revit 2019, and Bentley Connect. The RCMF/WT team has implemented standard procedures for the preparation of design documents, correspondence, and other work items. The standards increase efficiency and provide improved and consistent quality control. Our CADD User Group has developed and continues to maintain the Wade Trim Standards Guide for CADD and Engineering Environments that is made available to employees on the intranet CADD site.

## GIS Capabilities

Wade Trim is a national leader in enterprise-wide GIS and GIS-centric facilities management services, completing projects for government organizations, universities, and private industry throughout the US. Our team delivers proven, high-quality GIS products, working with our clients to integrate GIS into their everyday tasks. We have more than 15 years of experience in the design, development, and application of Geographic Information Systems. During the past five years, our team has completed over 100 GIS projects primarily related to mapping for county and municipal governments. We routinely develop parcel and property data for local governments to use as a GIS foundation layer for display, query, and analysis.

Our team of GIS, engineering, survey, operations, and planning professionals provide expertise and resources to a variety of challenging projects. We deliver high-quality GIS solutions that provide powerful tools to enhance and streamline our clients' business processes and ultimately save them time and money. Wade Trim maintains state-of-the-art GIS computing facilities and is an ESRI Business Partner. **Exhibit 19** shows the software available to our employees.

## Exhibit 19 CADD Applications

- Autodesk Civil 3D 2019-2020
- Revit 2019
- Bentley Connect

### Hydraulics & Hydrology

- FlowMaster Connect Edition
- Fathom
- Flo-Ware
- Flow 3D
- Gramp
- HEC-1
- HEC-2
- HEC-RAS
- HEC-HMS
- HEC-WMS
- HEC-6

- HEC-12
- HY8
- HydroCAD
- ICPR
- Innovize ICM
- Innovative Hydraulics
- MIKE-URban
- MTVE
- PC-SWMM Professional
- PondPAK
- River CAD
- River Morph
- SewerCAD Connect Edition
- SMS
- Telogers for Windows
- WaterCAD Connect Edition

## GIS Applications

- ArcEditor 10.8
- ArcInfo 10.8
- ArcGIS Pro
- ArcMap 10.8
- ArcView 10.8

- Spatial Analyst 10.8
- 3D Analyst 10.8
- MicroStation Descartes V8i Ss5
- Network Analyst 10.8 Illustrator

# 05A

## Route Alternatives (Not Priced)

### Route Alternatives

While reviewing the DCP documents, the Ric-Man team looked for opportunities to improve the constructability, simplify the project and reduce project costs to benefit the City. In this section we outline a few of the potential alternatives we found during this process. These

alternatives veer from the base bid and therefore their potential savings are not reflected in our base bid price at the City's direction. However, we would be happy to discuss these alternatives in greater detail if the City desires.

#### Exhibit 20 Proposed Alternative Route





### Avoiding Rough Waters | Potential Alternative Route 1

After evaluating the DCP route the Ric-Man/Wade Trim Team looked at potential other routes to get to the injection wells. Due to the complexities and time limitations associated with the Eisenhower Boulevard route and the congested utilities and parking garage associated with SE 20th Street, we looked at other routes to avoid these areas. With the familiarity our team has with the GT Lohmeyer WWTP we looked at possible routes through the facility that would bypass Eisenhower Boulevard and SE 20th Street. Review of the plant as-builts revealed a viable route that will be available once the cryogenic facility is decommissioned and demolished this fall. **Exhibit 20**, on the previous page, reflects the alternative route that will eliminate the need to be on either Eisenhower Boulevard or SE 20th Street.

This alternative would route the new 60-inch redundant force main west along SE 18th Street, then through the GT Lohmeyer WWTP along the northeast-west road, then between the Clarifiers and Reactor No. 1. At the south end of the facility, it would turn west again along Reactor No. 1 then through the newly cleared Cryogenic facility area. In conjunction with this work the remaining pipes located on the above ground rack could be routed underground adjacent to the new redundant force main to make more open area for the City. The new gas oxygen (GOX) pipeline could be routed on a new rack closer to the liquid oxygen equipment (LOX) and in line with the current GOX lines feeding the reactors to clean up the area and open the corridor even further, as shown in **Exhibit 21**.

After passing through this area, the force main would turn south through a yet to be obtained new utility easement through the Harbor Shops Plaza. The route would be down the eastern most lane of the plaza reducing the impacts to its customers and stores. Our team has engaged Independent Acquisition & Appraisal to assist with obtaining the easement if the City would like to consider this route further. Additional easements will be required with Twentieth Street LLC, High Sierra Terminal Inc LLC, and Buckeye Terminal LLC as the main would cross the corners of each of the properties as it traverses back into the SE 14th Avenue right-of-way. From there it would follow the proposed design path to the injection well sites.

Although this path requires utility easements, it has the significant benefit of taking the force main out of the Eisenhower Boulevard and SE 20th Street corridors

### Exhibit 21

### Potential 60" Force Main Corridor



and resolves all the potential schedule, maintenance of traffic, public and visitor impacts at the port and convention center and political pressures associated with the DCP route. In addition to these benefits, this route is approximately 200 linear feet shorter than the base route and is significantly less congested, which would reduce the cost and risks of the project.

### Pulling into Port | Potential Alternative 2

The base route currently places the pipeline along the south property line of the injection well site, which has several constructability concerns, including a very tight construction corridor, existing utilities, wetlands, concrete retainment, metal building and more. Upon reviewing the DCP plans and property ownership, it was noted that SE 21st Street is a City right-of-way and has less utilities than the other portions of the route. Therefore, our team postulated that the new 60-inch force main could be routed down this right-of-way corridor and feed the wells from the north rather than the south as shown in **Exhibit 22** on the following page.

Exhibit 22 Alternate Alignment North of Injection Wells.....○



The well header connection could be completed similar to the DCP, but with a cross in lieu of a tee. The south side of the cross could be directed to the return line. See **Exhibit 23**.

This route reduces the pipeline by over 150 linear feet, eliminated one 60-inch fitting and simplifies the installation of the force main.

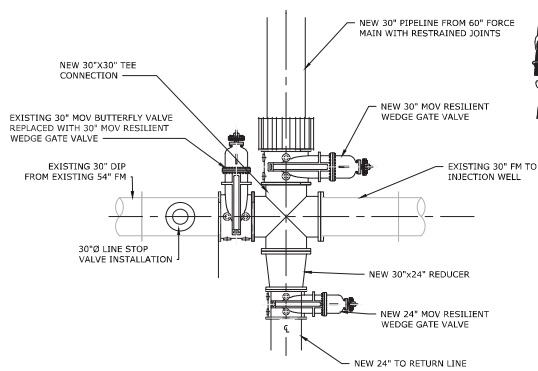
Docking the Ship | Potential Alternative 3

As alluded to in the technical approach, our team has suggested an alternative connection to the plant to improve operation and simplify the construction of the new facilities. This alternative simply suggests eliminating the 42-inch bypass connection, shortening the header, and completing the connection all underground to provide a very simple redundant force main connection. **Exhibit 24** and **25** show this modified approach to connecting to the existing 54-inch header.

This arrangement provides the same functionality as the DCP arrangement but eliminates the 42-inch bypass valve and fittings and compresses the overall length of the header.

To make the connection to the existing 54-inch line, once the 60-inch is constructed and ready to place into operation, the 54"x42" tee would be temporarily blind flanged, and the bypass would be connected to the 42-inch branch. When ready to bypass, the existing pumps would be shut down and the 54-inch mainline

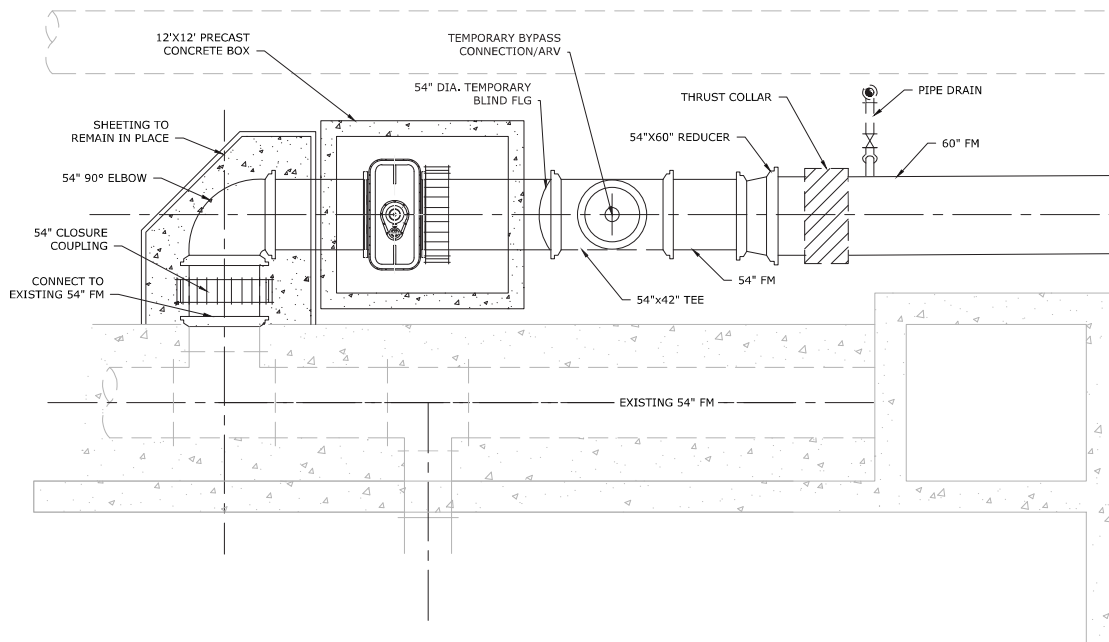
Figure 23 Injection Well Connection from the North .....○



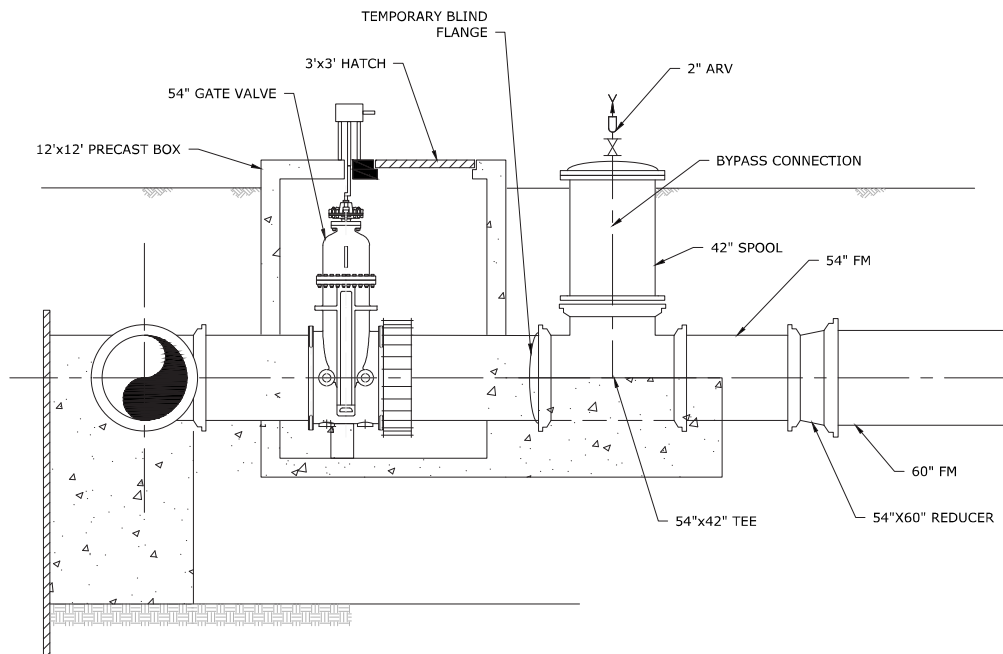
valve would be closed, then the bypass pumps would be initiated. This could be done with no plant shutdown. Once operational, the construction of the 54-inch connection up through the valve could be completed. Once completed, the bypass could be discontinued, and flow placed back through the existing 54-inch force main. The temporary blind flange can then be removed, and the final connection can be made between the tee and the 54-inch valve.



**Exhibit 24** Alternate Effluent Pump Station Connection Plan .....



**Exhibit 25** Alternate Effluent Pump Station Connection Section .....



# 06

## References

### Project References

The Ric-Man team has experience in the design, permitting, construction aspects of the project as described in this RFP, constructing large diameter pipe utilizing open cut and trenchless installation, including equipment and force main pipe installation and testing in the State of Florida within the last ten (10) years. **Exhibit 26** illustrates how the reference projects on the following pages comply with the requirements of this project.

#### Exhibit 26 Reference Projects

Project Name / Client	Design	Permitting	Construction	Installed within 10 years	Similar scope/ scale	Installed in Florida
Design-Build Replacement/Rehabilitation of 72" Force Main   Miami-Dade Water & Sewer Department, <b>Miami, FL</b>	■	■	■	■	■	■
North Riverside Force Main Rehabilitation   Brevard County Purchasing Services, <b>Melbourne, FL</b>	■	■	■	■	■	■
48-Inch Water Main Downtown Loop Closure Design-Build   Miami-Dade Water & Sewer Department, <b>Miami, FL</b>	■	■	■	■	■	■

## Reference Project

☆ Design-Build Institute  
☆ of America **Honor Award**  
☆ for Water/Wastewater



WADE  
TRIM



# Design-Build Replacement/Rehabilitation of 72" Force Main | Miami, FL

## PROJECT DESCRIPTION

Wade Trim served as the lead designer for the Ric-Man Construction FL, Inc./Wade Trim, Inc. Design-Build team on this emergency repair design-build project in Miami-Dade County. The project was under the Miami-Dade County Water and Sewer Department's (WASD) Consent Decree Program with planned capital improvement expenditures of \$1.6 billion over a 15-year period. WASD is the largest water and sewer utility in the southeastern United States, serving 2.3 million residents and thousands of tourists daily.

Ric-Man Construction provided construction services including rehabilitation of 72-inch pre-stressed concrete cylinder pipe force main by means of sliplining with approximately 17,000 LF of HDPE liner. This project included a 72-inch pipe aerial crossing and the connection of a 72-inch existing aerial and 8-inch water main bypass on a second aerial.

As Lead Designer, Wade Trim provided all the design and permitting services for this 72-inch-diameter PCCP wastewater transmission pipeline lined with 64-inch HDPE pipe. During construction, Wade Trim provided construction inspection and management for the installation of this large-diameter wastewater transmission pipeline.

Much of the project transects highly-trafficked areas and residential neighborhoods. The alignment also bisects several major highways and a major railroad. To minimize disruption to traffic and neighboring residents, a 63-inch-diameter HDPE liner system was employed for the repairs. The HDPE liner system is fused into a complete section for each pull. The HDPE is then pulled through insertion puts at various lengths, some pull lengths exceeding 3,000 feet.

This award-winning project required flows in the existing 72-inch force main to be diverted during

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade Water &  
Sewer Department

- 👤 Miguel Pichardo
- 📍 3071 SW 38th Avenue,  
Miami, FL 33146
- 📞 786.528.2573
- ✉️ miguel.pichardo@miamidade.gov

**YEAR STARTED/COMPLETED**  
2015/2016

**INITIAL COST/ACTUAL COST**  
\$14.8M/\$15.2M

**PROJECT STATUS**  
Complete

## Design-Build Replacement/Rehabilitation of 72” Force Main | Miami, FL, Continued

construction. Wade Trim and Ric-Man Construction worked closely with WASD staff and diverted flows away from the pipeline, using existing pump stations and pumping strategies. Flows from other cities, such as North Miami Beach and Miami Gardens, were diverted during construction and re-established after construction.

### Principal elements & special features

- ➔ 3 miles of 63-inch-diameter force main
- ➔ Joint project with Ric-Man & Wade Trim
- ➔ Trenchless technology, sliplining
- ➔ Dewatering with well points
- ➔ MOT and public outreach
- ➔ Design-build delivery in Florida
- ➔ Construction in dry season only

### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

Prior to construction, flow into the force main needed to be isolated. Using a combination of valve closures and bypass piping from neighboring communities, the section of 72-inch force main was successfully isolated so work could be safely completed.



## Reference Project



### North Riverside Force Main Rehabilitation | Melbourne, FL

#### PROJECT DESCRIPTION

Ric-Man collaborated with Brevard County Utility Services for the North Riverside Force Main Rehabilitation project. The scope of the project encompassed the construction of 17,550 linear feet of 30" ductile iron force main and 103 linear feet of 24" ductile iron force main. Additionally, it involved the removal of 17,653 linear feet of 28" HDPE force main, along with site restoration and all other necessary components to ensure project completion.

#### Principal elements & special features

- Water Distribution
- Utility Coordination in a Residential Setting

- Scheduling & Cost Estimating
- Public Right of Way & Private Property
- Permitting
- Public Outreach

#### Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

Riverside drive is a main thoroughfare for the "beachside" residents of Brevard County. A stringent MOT was followed and extensive public outreach program so residents and businesses could travel safely without interruption during construction.

#### CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Brevard County Utility Services

- 👤 Owen W. Callard
- 📍 2262 High Dr, Mims, FL 32754
- 📞 321.633.2089
- ✉ Owen.Callard@Brevardfl.gov

#### YEAR STARTED/COMPLETED

2020/2021

#### INITIAL COST/ACTUAL COST

\$9.7M/\$9.7M

#### PROJECT STATUS

Complete



★ 2019 Cuban American  
★ Association of Civil  
★ Engineers Project of  
★ the Year



# 48-Inch Water Main Downtown Loop Closure Design-Build | Miami, FL

## PROJECT DESCRIPTION

To close water main loops in sections of the City, Miami-Dade County brought on the Ric-Man design-build team. The 2-plus-miles-long project interconnected (looped) the Hialeah/Preston Water Treatment Plant system with the Alexander Orr Water Treatment Plant system. The closures were completed with new 48-inch, 36-inch, and 30-inch-diameter water main through urban roadway. The water main crossed under I-395, paralleled I-95, and crossed under Biscayne Boulevard—some of the most heavily traveled corridors in the country.

Ric-Man performed a jack-and-bore under the active All Aboard Florida/FEC railroad with a 72-inch-diameter casing and a 48-inch-diameter carrier pipe. Because of the location of the

project, coordination was required with several security organizations, including the US Marshall's office, the Office of Homeland Security, and local prisons.

## Principal elements & special features

- ➔ Design-Build
- ➔ 48-inch, 36-inch, and 30-inch-diameter pipeline
- ➔ Trenchless technology, jack-and-bore
- ➔ I-395 crossing
- ➔ Congested corridor

## Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.

The Ric-Man team recommended replacing the Micro Tunnel with a Jack & Bore method, resulting in cost savings that were shared with the owner.

## CLIENT / POINT OF CONTACT FAMILIAR WITH PROJECT

Miami-Dade Water & Sewer Department

- 👤 Carlos Baro
- 📍 3071 SW 38th Ave, Miami, FL 33146
- 📞 305.613.4566
- ✉ carlos.baro@miamidade.gov

## YEAR STARTED/COMPLETED

2018-2019

## INITIAL COST/ACTUAL COST

\$9.5M/\$9M

## PROJECT STATUS

Complete

# 07

## Price Proposal Form

**The Price Proposal Form, Schedule of Values, and List of Solicitation Document Exceptions (per RFP, Section 5.2) can be found on the following pages.**

**This Schedule of Values and Price Proposal form will also be submitted in electronic Microsoft Excel format with detailed breakouts of pricing and supporting calculations and organizational structure.**

DESIGN BUILD SERVICES FOR GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT  
FORCE MAIN REPLACEMENT  
DESIGN-BUILD RFP NO. 103



CITY OF FORT LAUDERDALE

**SECTION 8  
PRICE PROPOSAL FORM**

**Design Build Services for George T. Lohmeyer Wastewater Treatment  
Plant Force Main Replacement.**

**DESIGN**

1. Design Development	\$ 3,922,369.00
2. Construction Administration	\$ 1,114,754.00
<b>SUB-TOTAL DESIGN COSTS</b>	<b>\$ 5,037,123.00</b>

**CONSTRUCTION****GENERAL**

3. Mobilization/Demobilization	\$ 4,708,625.00
4. Bond/Insurance	\$ 245,652.00
5. Maintenance of Traffic	\$ 726,167.00
6. Site Restoration	\$ 143,923.00

**EFFLUENT FORCEMAIN**

7. 60-Inch Pipe – Open Cut - from GTL to SE 20 <sup>th</sup> St.	\$ 8,373,135.00
8. Jack-n-Bore under Eisenhower	\$ 2,591,319.00
9. 60-Inch Pipe – Open Cut - SE 20 <sup>th</sup> St. and SE 14 <sup>th</sup> Ave.	\$ 5,323,644.00
10. Wellfield pipe install and connections	\$ 13,472,270.00

**DESIGN BUILD SERVICES FOR GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT  
FORCE MAIN REPLACEMENT  
DESIGN-BUILD RFP NO. 103**

**EISENHOWER CAPACITY IMPROVEMENTS (Broward County Plans)**

<b>11. Removal of existing asphalt and concrete</b>	\$ <u>9,431.00</u>
<b>12. New asphalt, curbs, gutters, inlets, separators</b>	\$ <u>299,082.00</u>
<b>13. Mill and Overlay</b>	\$ <u>191,091.00</u>
<b>14. Storm drainage</b>	\$ <u>594,986.00</u>
<b>15. Sod and irrigation</b>	\$ <u>9,015.00</u>
<b>16. Electrical</b>	\$ <u>105,415.00</u>
<b>17. Traffic Loops and Sensors</b>	\$ <u>148,518.00</u>
<b>18. Overhead Static Sign Structures</b>	\$ <u>364.00</u>
<b>19. Thermoplastic, pavement markers</b>	\$ <u>15,980.00</u>
<b>20. Signage</b>	\$ <u>21,479.00</u>
<b>SUBTOTAL CONSTRUCTION COSTS</b>	\$ <u>36,980,096.00</u>

**PERMIT ALLOWANCE**

<b>21. Permit Fee</b>	<b><u>\$1,700,000</u></b>
<b>22. Owner Contingency</b>	<b><u>\$2,250,000</u></b>

**TOTAL PROPSAL – Design, Construction, and Permit Allowance Costs (proposed “Contract Price”)**

TOTAL PROPOSAL – Design, Construction, and Permit Allowance Costs (proposed “Contract Price”). Enter this figure in the Item Response Form, to indicate your total price.

Forty five million nine hundred sixty seven thousand two hundred nineteen dollars and zero cents.

(AMOUNT IN WORDS)

\$ 45,967,219.00  
(AMOUNT IN FIGURES)

- The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances,

DESIGN BUILD SERVICES FOR GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT  
FORCE MAIN REPLACEMENT  
DESIGN-BUILD RFP NO. 103

etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: Ric-Man Construction Florida, Inc.

(Please Print)

By: 

(Signature)

Name: Daniel Mancini

(Typed or printed)

Title: President

Date Submitted: 7/6/2023

Address: 3100 SW 15th Street Deerfield Beach FL 33442

[State] Contractor's License No.: CGC 1514965

Contractor's License Class: General Contractor



# 08

## Contract Forms/Exceptions

The required contract forms listed below can be found on the following pages.

# Exclusion/ Contract Revision Request

AGREEMENT FOR DESIGN BUILD SERVICES     GTL WASTEWATER TREATMENT PLANT FORCE MAIN REPLACEMENT

Ric-Man/Wade Trim's Proposed Revisions to the Agreement for Design Build Services.

- **Article 5 – SCOPE OF WORK:**

- **Section 5.4.1:** Ric-Man/Wade Trim respectfully requests the following modifications to appropriately narrow Consultant's services to the scope of work being provided to DBF:

Consultant shall perform all of the architectural and/or engineering services required by the contract between Consultant and DESIGN/BUILD FIRM necessary to describe, detail and design the that portion of the Project in accordance with the Contract Documents.

- **Section 5.4.2:** Ric-Man/Wade Trim respectfully requests the following modifications to appropriately narrow Consultant's services to the scope of work being provided to DBF:

Consultant shall design the portion of the Project required by the contract between Consultant and DESIGN/BUILD FIRM so as to comply with Applicable Laws.

- **Article 9 – CONTRACT PRICE (NOT TO EXCEED PRICE) AND METHOD OF PAYMENT:**

- **Section 9.4.6:** Ric-Man/Wade Trim respectfully requests the following modifications to clarify the retainage and payment period:

... If the City makes any payment of retainage to Consultant which is attributable to the labor, services, or materials supplied by one or more subconsultant or suppliers, the Consultant must timely remit payment of such retainage to those subconsultants and suppliers within the applicable statutory period.

- **Article 11 – DESIGN BUILD FIRM'S RESPONSIBILITIES:**

- **Section 11.5:** Ric-Man/Wade Trim respectfully requests the following modifications to ensure that the applicability of the Agreement is limited to Consultant's services under its Contract with DBF:

DESIGN/BUILD FIRM agrees to bind its consultant, subcontractors, and sub-consultants to the applicable terms and conditions of this Agreement for the benefit of the CITY, but only to the extent the terms and conditions of this Agreement are applicable to the services being provided by its Consultant(s), and sub-consultants under their respective contracts with DESIGN/BUILD FIRM.

- **Article 18 – BONDS AND INSURANCE:**

- **Section 18.3:** Ric-Man/Wade Trim respectfully requests the following modifications to ensure consistency with existing insurance coverage:

- **Commercial General Liability:**

The following limits are permissible for Consultant:

~~\$5,000,000~~-\$2,000,000.00 each occurrence and ~~\$5,000,000~~ \$4,000,000.00 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury.

~~\$5,000,000~~-\$2,000,000.00 each occurrence and ~~\$5,000,000~~ \$4,000,000.00 aggregate for Products and Completed Operations.

Policy must include coverage for contractual liability and independent contractors.

- **Pollution and Remediation Legal Liability (Hazardous Materials) / DBF Pollution Liability Coverage:**

Pollution coverage for Consultant, if required, is permitted to be included as part of its Professional Liability policies.

- The following coverages will not apply to Consultant, unless specifically applicable to Consultant's scope of work:
  - Pollution and Remediation Legal Liability (Hazardous Materials)
  - DBF Pollution Liability Coverage
  - Hazardous Waste Transportation Coverage
  - Disposal Coverage
  - Crane and Rigging Liability

- **Section 18.4 – Paragraph #7:** Ric-Man/Wade Trim respectfully requests the following modifications to ensure that agreed-upon modifications to insurance requirements are applicable, and that the requirements are in compliance with our insurance policies:

It is the DESIGN/BUILD FIRM's responsibility to ensure that any and all of the DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein, ~~as amended herein, as excluded herein, and as excluded and/or amended in the contracts between the independent contractors and subcontractors and DESIGN/BUILD FIRM.~~ Any and all deficiencies are the responsibility of the DESIGN/BUILD FIRM.

~~Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.~~

- **Section 25.1 – Limitation of Liability:**

RMCF/Wade Trim requests the removal of section 25.1 Limitation of Liability. The provision lacks mutuality of obligation and remedy. An all encompassing limitation of breach of contract makes the contract illusory and we submit should be stricken.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2023

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

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

<b>PRODUCER</b> Valenti Trobec Chandler Inc 1175 W. Long Lake, Suite 200 PO Box 4960 Troy MI 48098-4960		<b>CONTACT NAME:</b> Sue Zebrowski <b>PHONE (A/C, No, Ext):</b> (248) 530-3289 <b>FAX (A/C, No):</b> (248) 828-3741 <b>E-MAIL ADDRESS:</b> szebrowski@vtcins.com															
<b>INSURED</b> Ric-Man Construction Florida Inc. 3100 SW 15th Street Deerfield Beach FL 33442		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B: Amerisure Partners Insurance Company</td> <td>11050</td> </tr> <tr> <td>INSURER C: Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER D: American Guarantee &amp; Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER E: Crum &amp; Forster Specialty Ins. Co.</td> <td>44520</td> </tr> <tr> <td>INSURER F: Phoenix Insurance Company</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Insurance Company	19488	INSURER B: Amerisure Partners Insurance Company	11050	INSURER C: Amerisure Mutual Insurance Company	23396	INSURER D: American Guarantee & Liab. Ins. Co.	26247	INSURER E: Crum & Forster Specialty Ins. Co.	44520	INSURER F: Phoenix Insurance Company	
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## COVERAGES

CERTIFICATE NUMBER: 23-24 Master

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 <input checked="" type="checkbox"/> X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	GL21234120001	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	CA21234110005	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU21234100002	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> 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	WC21234130002	6/1/2023	6/1/2024	<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
D	Excess Liability			AEC 7186303-04	6/1/2023	6/1/2024	8,000,000
E	Pollution/Professional Liab			PKC-114304	6/1/2023	6/1/2024	10,000,000 Poll/5,000,000 Prof

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

Where required by written contract, City of Fort Lauderdale is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or

## 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 Alan Chandler/SZEBRO
-------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2014/01)

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INS025 (2014/01)



City of Fort Lauderdale

**CONSTRUCTION BID CERTIFICATION**

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

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

Company: (Legal Registration) Ric-Man Construction Florida, Inc.

Address: 3100 SW 15th Street

City: Deerfield Beach State: Florida Zip: 33442

Telephone No.: 954-426-1221 FAX No.: 954-426-1226 Email: [dmancini@ric-manfl.com](mailto:dmancini@ric-manfl.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.

Daniel Mancini Name	President Title	Michael Fischer Name	COO Title
Catalina Mancini Name	Secretary Title	Name	Title

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	June 8, 2023	3	June 19, 2023	5	June 23, 2023
2	June 12, 2023	4	June 22, 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.


None

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:

Daniel Mancini  
Name (printed)

7/6/2023  
Date

  
Signature

President  
Title



City of Fort Lauderdale

# QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: Ric-Man Construction Florida, Inc.

President Daniel Mancini

Business Address:  
3100 SW 15th Street, Deerfield  
Beach FL 33442

Telephone: 954-426-1221

Fax:  
954-426-1226

E-Mail Address:  
dmancini@ric-manfl.com

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

North Riverside Force Main Rehabilitation 2020/2021  
Construction of 17,550 lf of 30" DIP & Removal of 17,653 lf of 28" HDPE.  
\$9.7 million

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 below References

How many years has your organization been in business? 19 Years

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

No

The name of the qualifying agent for the firm and his position is: Daniel Mancini - President

Certificate of Competency Number of Qualifying Agent: CGC 1514965

Effective Date: 2/29/2008 Expiration Date: 8/31/2024

Licensed in: State of Florida

Engineering Contractor's License # 3952  
(County/State)

Expiration Date: Current

City of Fort Lauderdale

**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) Pipe Installation
- b) Sheet Pile Installation
- c) Trench Restoration
- d) Dewatering
- e)
- f)
- g)

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

See attached equipment list

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

none

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

None

**REFERENCES**

A minimum of three (3) references shall be provided:

- 1. Company Name:** Miami Dade Water & Sewer Department  
3071 SW 38th Ave.  
Miami, FL 33146

**Address:**

**Contact:** Carlos Baro

**Phone #:** 305-613-4566

**Email:** Carlos.baro@miamidade.gov

**Contract Value:** \$9,000,000.00

**Year:** 2018-2019

Design Build project of two miles of 48", 36" and 30" diameter pipeline downtown loop closure water main. Project included a 72" Jack & Bore crossing under the All Aboard/FEC railroad.

**Description:**

- 2. Company Name:** Seaport Engineering  
1850 Elle Dr  
Fort Lauderdale, FL 33316

**Address:**

**Contact:** Claude Gentil

**Phone #:** 954-468-0141

**Email:** cgentil@broward.org

**Contract Value:** \$14,000,000.00

**Year:** 2014-2016

Project included various elements security enhancement of Eisenhower Blvd., grading, paving, new drainage, lighting, pavement marking. In Addition a new security checkpoint was constructed and the security's fiber optic network was relocated.

**Description:**

- 3. Company Name:** Brevard County Utility Services  
2262 High Dr  
Mims, Florida 32754

**Address:**

**Contact:** Owen Callard

**Phone #:** 321-633-2089

**Email:** Owen.Callard@Brevardfl.gov

**Contract Value:** \$9,700,000.00

**Year:** 2020-2021

Project consisted in the installation of 17,550 lf of 30" DIP and the removal of 17,653 HDPE pipe.

**Description:**

**4. Company Name:** City of Orlando

400 S Orange Ave.  
Orlando, FL 32801

**Address:****Contact:** Greg Sharp**Phone #:** 407-770-9375**Email:** gregory.sharp@cityoforlando.net**Contract Value:** \$1,700,000.00**Year:** 2021

Installation of 5,000 lf of 24" PVC pipe Force Main which included 420 lf installed inside a 34" steel casing. In addition, 5,400 lf of existing pipe was abandoned in place.

**Description:****5. Company Name:****Address:****Contact:****Phone #:****Email:****Contract Value:****Year:****Description:**



### **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

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

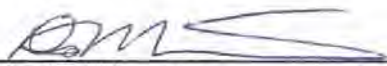
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

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

<b><u>NAME</u></b>	<b><u>RELATIONSHIPS</u></b>
N/A	N/A

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

  
Authorized Signature

Daniel Mancini  
Name (Printed)

President  
Title

7/5/2023  
Date

Rev 09-2022





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

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

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
Authorized Signature

Daniel Mancini - President  
Print Name and Title

7/6/2023  
Date

### 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. Per CFR 1926 Sub Part P Excavation	LS	1	\$40,000	\$40,000
B.				
C.				
D.				
Total:				\$40,000

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: 7/6/2023

(SIGNATURE) Daniel Mancini - President

STATE OF: Florida

COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

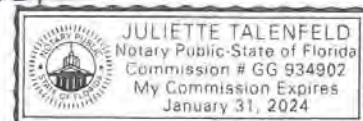
Daniel Mancini  
(Name of Individual Signing)

Daniel Mancini  
Juliette Talenfeld  
6<sup>th</sup> day of July

who, after first being duly sworn by me,  
affixed his/her signature in the space provided above on this  
2023 .

Juliette Talenfeld  
NOTARY PUBLIC

My Commission Expires: 01-31-2024





**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: RFP No. 103 / Project No. 12387

**Project Description:**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant Force Main Replacement

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: Ric-Man Construction Florida, Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Daniel Mancini - President

Date: 7/6/2023



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

## **ADDENDUM NO. 1**

### **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

ISSUED: June 8, 2023

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

1. A site visit has been scheduled for **Tuesday, June 13, 2023, at 1:30 p.m.**

Address: George T. Lohmeyer Regional Wastewater Treatment Plant  
1801 Eisenhower Boulevard  
Fort Lauderdale, FL 33316

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

**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 provide proof of approval prior to or at the site visit.**

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

Company Name: Ric-Man Construction Florida, Inc.  
(please print)

Bidder's Signature: 

Date: 7/5/2023





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100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
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## **ADDENDUM NO. 2**

### **RFP No. 103**

**Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.**

**ISSUED: June 12, 2023**

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

#### **1. Addition of Exhibit C – Conceptual Layouts**

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

In order to obtain plans for the project, log into the City's online strategic sourcing platform, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2022), 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.**

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

Company Name: Ric-Man Construction Florida, Inc.  
(please print)

Bidder's Signature: 

Date: 7/5/2023





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

### **ADDENDUM NO. 3** **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

ISSUED: **June 19, 2023**

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

1. Addition of CADD Files– GTL Effluent FM – Bid Set Drawings

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

In order to obtain plans for the project, log into the City's online strategic sourcing platform, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2022), 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.**

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

Company Name: Ric-Man Construction Florida, Inc.  
(please print)

Bidder's Signature: 

Date: 7/5/2023



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100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
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## **ADDENDUM NO. 4**

### **RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

ISSUED: **June 22, 2023**

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

1. Addition of Roadway Plan Document
2. Vendors are notified of the following additional information:
  - In order to ensure the work phase deadlines outlined within the DCP are met, and to accommodate the work efforts that will be concurrent/ongoing by Broward County on their portion of the Eisenhower BLVD/Bypass Road project, as well as the Convention Center and Hotel projects, the successful bidder will be expected to employ multiple crews. The first area of work to be started must be the portion of work at and near the intersection of Eisenhower BLVD and SE 20 ST. The intent of this directive is to ensure County contractors and City contractors are not in conflict, to the extent possible.
  - In addition to the work phase deadlines outlined within the DCP, additional coordination with Broward County's Eisenhower BLVD/Bypass Road project is required. As noted in the included exhibit, all work near the intersection of Eisenhower BLVD and SE 20 ST, south of a point roughly 200 feet north of the intersection, must be done by 12/1/2024. At a minimum, all construction activities falling within the area outlined, must be substantially complete with the roadway restored up to the first lift of asphalt and painted with temporary traffic striping per the roadway design plans.

The City of Fort Lauderdale GTL WWTP is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071.

In order to obtain plans for the project, log into the City's online strategic sourcing platform, complete a City of Fort Lauderdale Plans Request Form, and submit it to the City in accordance with instructions contained therein.

Pursuant to Subsection 119.071(3)(b), Florida Statutes (2022), building plans,



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954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

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.**

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

Company Name: Ric-Man Construction Florida, Inc.  
(please print)

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

Date: 7/5/2023



City of Fort Lauderdale • Procurement Services Division  
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**ADDENDUM NO. 5**  
**RFP No. 103**

Design Build Services for George T. Lohmeyer Wastewater Treatment Plant  
Force Main Replacement.

ISSUED: **June 23, 2023**

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

1. The Proposal Due Date has been changed to Thursday, July 6, 2023, at 2:00PM Local Time.
2. The Question and Answer Period Closing Date has been changed to Monday, June 26, 2023, at 5:00PM Local Time

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire  
Procurement Administrator

Company Name: Ric-Man Construction Florida, Inc.  
(please print)

Bidder's Signature: 

Date: 7/5/2023



# 09

## Conceptual Drawings



CITY OF FORT LAUDERDALE

PROJECT #12387

GEORGE T. LOHMEYER WASTE  
WATER TREATMENT PLANT  
REDUNDANT EFFLUENT  
FORCE MAIN

FORT LAUDERDALE, FLORIDA  
DESIGN CRITERIA PACKAGE (DCP)  
DCP SET - NOT FOR CONSTRUCTION



WADE  
TRIM

201 North Franklin Street, Suite 1350  
Tampa, FL 33602  
813.382.4373  
www.wadetrim.com  
Certificate of Authorization No.: 3952

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE  
(DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT  
PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2003.





## GENERAL CONT.

VALVE AND FITTING ABBREVIATIONS		PIPE AND FITTING ABBREVIATIONS	
ARV	AIR RELIEF VALVE	GP	CAST IRON PIPE
BF	BLIND FLANGE	GMP	CORRUGATED METAL PIPE
BV	BUTTERFLY VALVE	C	COPPER OR CUBIC
BYV	BALL VALVE	DI	DUCTILE IRON PIPE
CO	CLEAN OUT	GIP	GALVANIZED IRON PIPE
CPG	COUPLING	GSP	GALVANIZED STEEL PIPE
CY	CHECK VALVE	HDP	HIGH DENSITY POLYETHYLENE
DV	DIAHRAGM VALVE	IP	IRON PIPE
EXP JT	EXPANSION JOINT	PCOP	PRECAST CONCRETE CULVERT
FCO	FLOOR CLEAN OUT	PVC	POLYVINYLCHLORIDE
FD	FLOOR DRAIN	RCR	REINFORCED CONCRETE
FI	FIRE HYDRANT	SCP	SECONDARY CONTAINMENT
FLG	FLANGE	SS	STAINLESS STEEL PIPE
FS	FLOOR SINK		
GV	GATE VALVE		
HB	HOSE BIBB		
HD	HUB DRAIN		
ICV	IRRIGATION CONTROL VALVE		
LR	LONG RADIIUS		
MJ	MECHANICAL JOINT		
RMJ	RESTRAINED MECHANICAL JOINT		
NPT	NATIONAL PIPE THREAD		
PE	PLAIN END		
PV	PLUG VALVE		
PRV	PRESSURE RELIEF VALVE		
RED	REDUCER		
SDV	SOLENOID OPERATED VALVE		
THD	THREADED		
VAC	VACUUM		
PIPING			
		GP	CAST IRON PIPE
		GMP	CORRUGATED METAL PIPE
		C	COPPER OR CUBIC
		DI	DUCTILE IRON PIPE
		GIP	GALVANIZED IRON PIPE
		GSP	GALVANIZED STEEL PIPE
		HDP	HIGH DENSITY POLYETHYLENE
		IP	IRON PIPE
		PCOP	PRECAST CONCRETE CULVERT
		PVC	POLYVINYLCHLORIDE
		RCR	REINFORCED CONCRETE
		SCP	SECONDARY CONTAINMENT
		SS	STAINLESS STEEL PIPE

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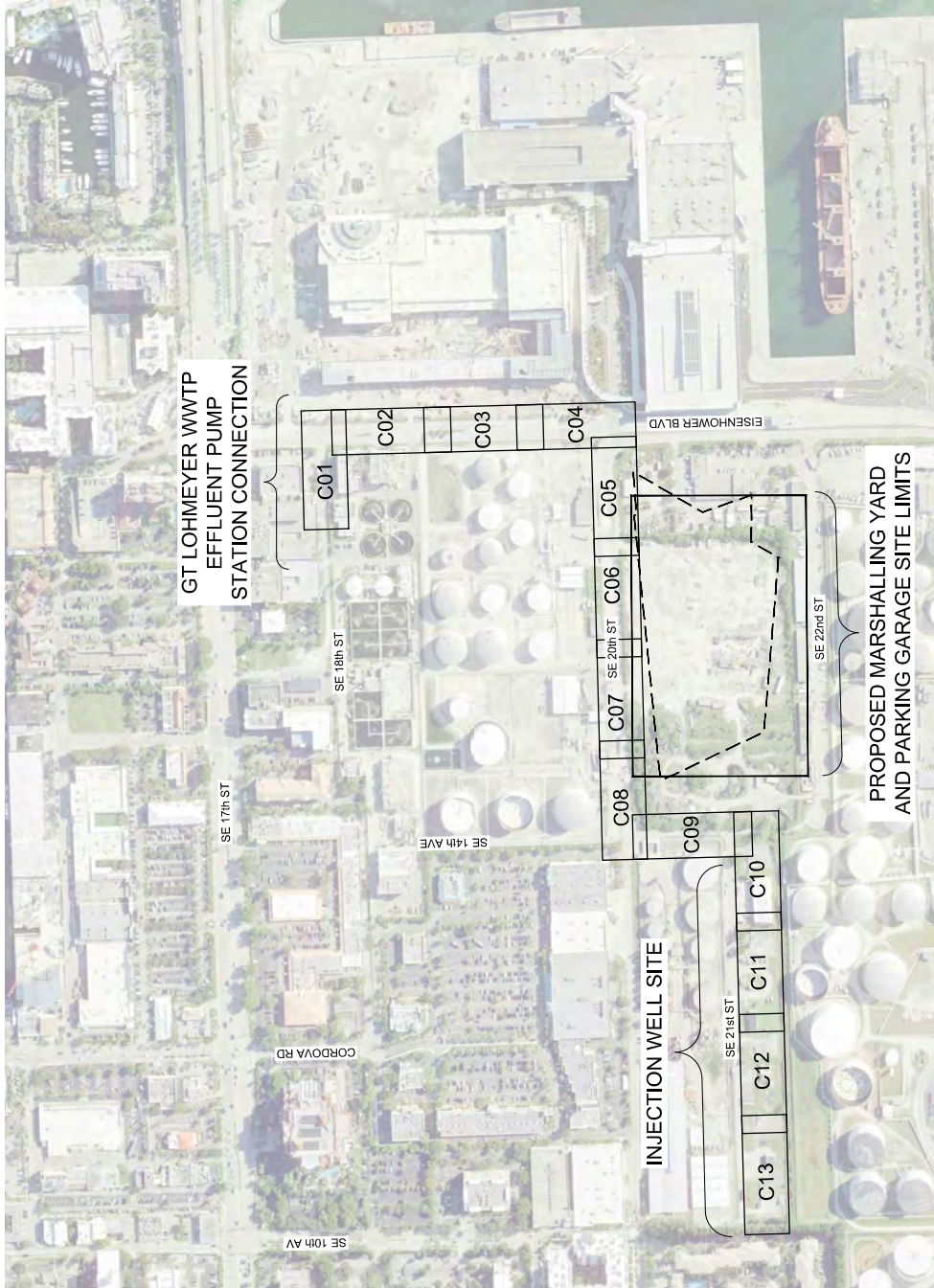


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 NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE  
 (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT  
 PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2021

DCP SET - NOT FOR CONSTRUCTION

KEY MAP  
1"=200'-0"



**Sunshine811.com**  
 Always call 811 two full business days before you dig to have underground utilities located and marked.

**ELEVATIONS SHOWN HEREON ARE  
 VERTICAL DATUM 1988 (NAVD 1988)**

**WADE TRIM**  
 25 North Tropical Street, Suite 100  
 Fort Lauderdale, FL 33304  
 954.576.1234  
 www.wadetrims.com

**RIG-MAN  
 CONST. FL. INC.**  
 10000 W. Broward Blvd., Suite 100  
 Fort Lauderdale, FL 33304  
 954.576.1234  
 www.rig-man.com

NO.	DATE	BY	CHKD	DESCRIPTION

**CITY OF FORT LAUDERDALE  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING & ARCHITECTURE**

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

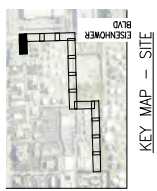
**PROJECT 12387  
 GT LOHMEYER WWTP REDUNDANT  
 EFFLUENT FORCE MAIN  
 KEY MAP**

**G04**  
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 TOTAL SHEETS 42  
 DRAWING FILE NO. 43194-034-004-KEYM  
 DRAWING FILE NO. 4-143-00

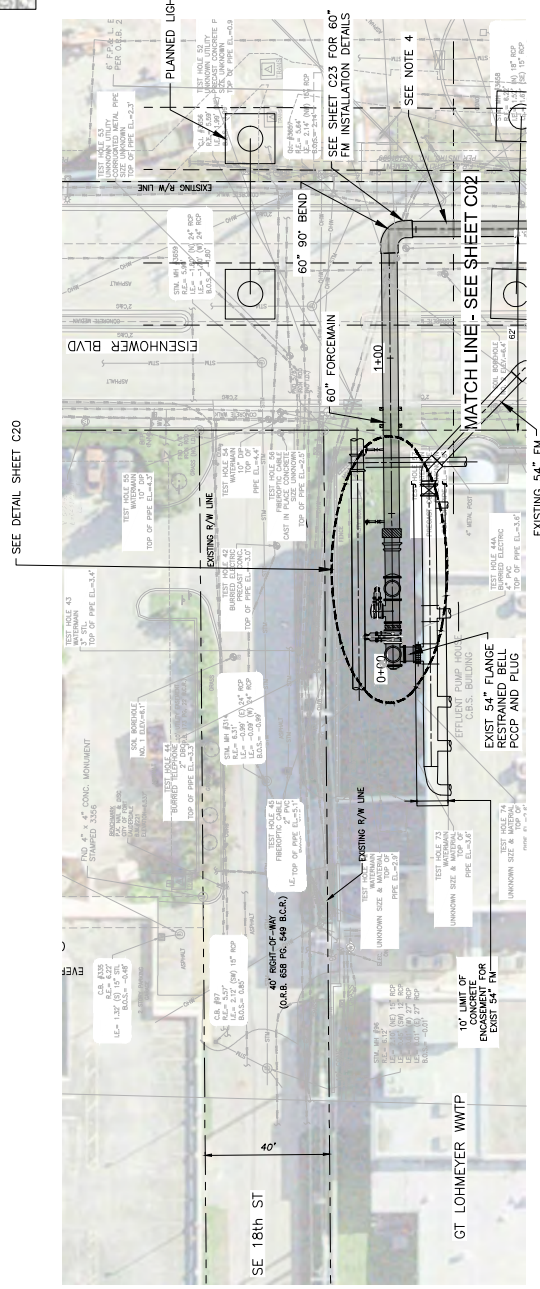
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 SCALE: 1"=200'**



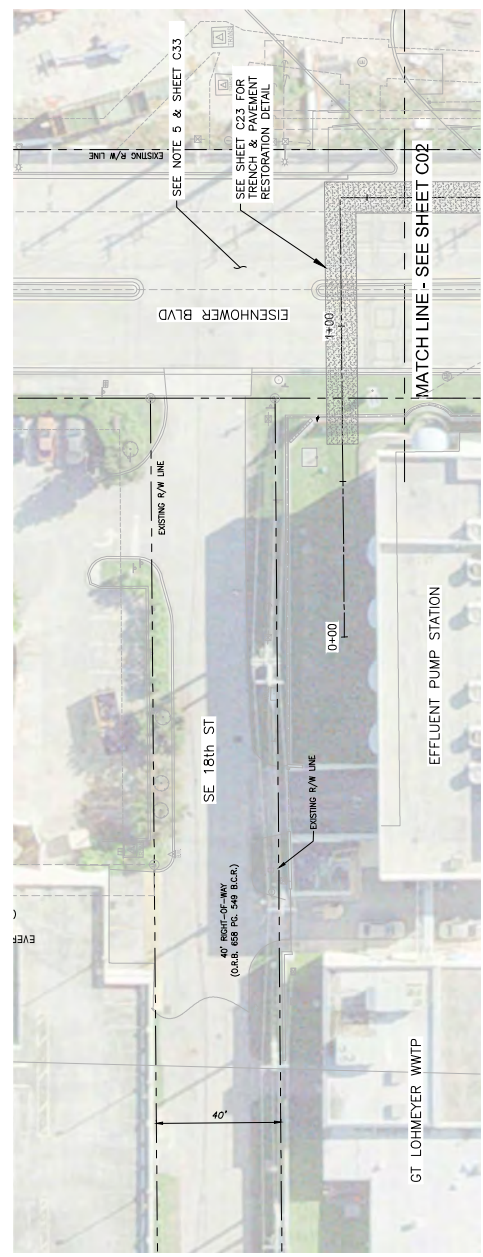




KEY MAP - SITE



PLAN VIEW  
1"=20'-0"



RESTORATION PLAN VIEW  
1"=20'-0"

- NOTES:
1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS SHALL BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
  2. STAKING IS ALONG THE CENTER OF PIPE.
  3. ALL ASPHALT/ CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
  4. SHEETING SHALL BE LEFT IN-PLACE ON BOTH SIDES OF 60" FM TRENCH IN CONFORMANCE WITH SD 615 C.V.S TO S.A. 10400.
  5. WHEN RESTORATION UTILITIES RELOCATION AND REPAIRS ARE REQUIRED, THE UTILITIES SHALL BE RELOCATED AND REPAIRED IN ACCORDANCE WITH THE SD 20TH ST TO SE 17TH ST BROWARD COUNTY PROJECT NO. 105583 - PHASE 1 CONTRACT PLANS.
  6. TYPE A RESTORATION WITH PAVEMENT AS REQUIRED, MATCH EXISTING CONDITIONS WHERE THERE IS NO PAVEMENT.

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAD 1988).



- LEGEND:
- EXISTING
  - PROPOSED
  - PROPOSED BELOW GROUND PIPE
  - PROPOSED ABOVE GROUND PIPE
  - TYPE A RESTORATION LIMITS

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2021.

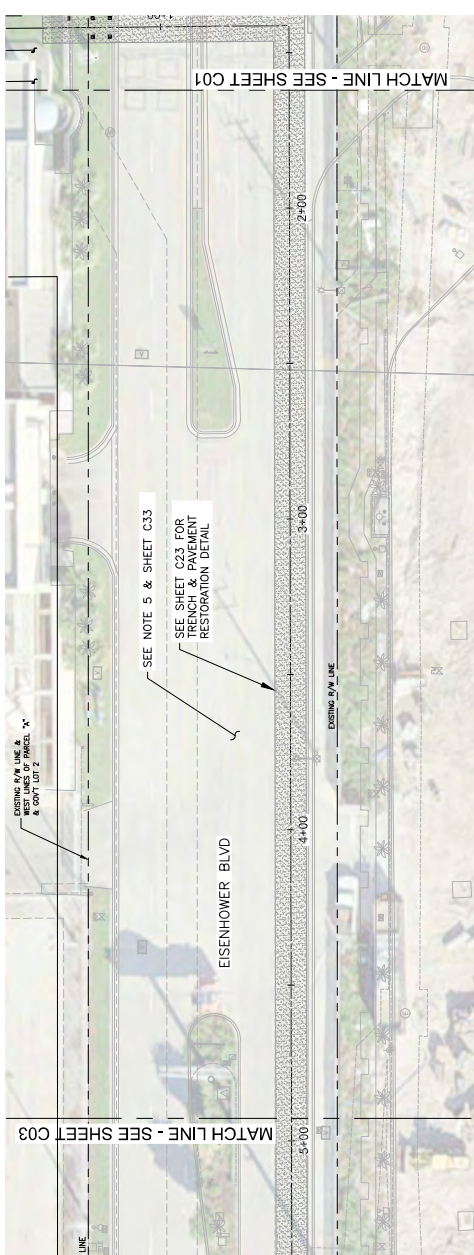
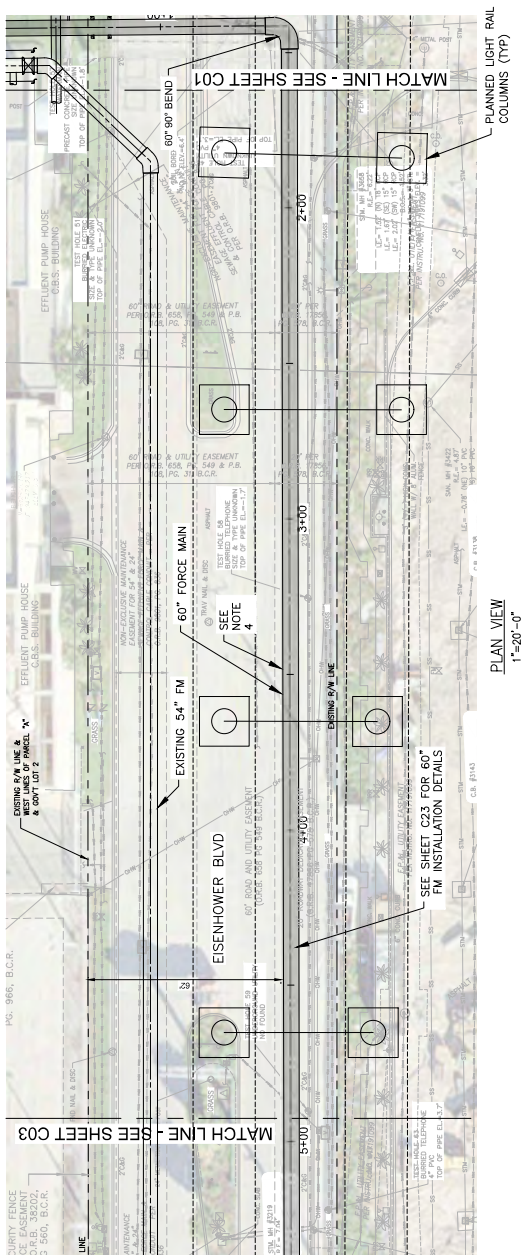
PROJECT 12387  
 LGT LOHMEYER WWTP REDUNDANT  
 EFFLUENT FORCE MAIN  
 PIPING & RESTORATION PLANS -  
 SHEET 2

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

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DGP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

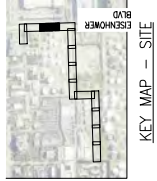
1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS SHALL BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. STATIONING IS ALONG THE CENTER OF PIPE.
3. ALL ASPHALT/PAVEMENT SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
4. ALL UTILITIES SHALL BE LEFT IN PLACE ON BOTH SIDES OF HOT IN PLACE FRESH IN PAVEMENT FROM STA. 0+175 TO STA. 10+00.
5. WIDENING, ESTABLISHMENT, UTILITIES, RELOCATION, AND PAVEMENT IMPROVEMENTS IN ESCHENBACHER BALDWIN SHALL BE COMPLETED IN ACCORDANCE WITH THE '32 20TH ST. TO '32 17TH ST. BROWARD COUNTY PROJECT NO. 103566 - PHASE 1 CONTRACT FUND.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONDITIONS EXISTING. IF THERE IS NOT ADEQUATE MATCH EXISTING CONDITIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE SAME.

### KEY MAP - SITE



RESTORATION PLAN VIEW  
1"=20'-0"





KEY MAP - SITE

PLANNED LIGHT RAIL  
COLUMNS (TYP)






**NOTES:**

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE BIDDER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. ALL STAKING IS ALONG THE CENTER OF PIPE.
3. ALL ASPHALT/ CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
4. SHEETING SHALL BE LEFT IN-PLACE ON BOTH SIDES OF 60" FM TRENCH IN ESTIMATOR. UTILS FROM STA 0+75 TO STA 10+00.
5. WEEDING, RESTORATION, UTILS RELOCATION, AND ROADWAY IMPROVEMENTS IN ESTIMATED BUDGET SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI COUNTY PROJECT NO. 105563 - PHASE 1 CONTRACT PLANS.
6. TYPE A REDEMPTION WITH CROWFOOT AS REQUIRED. MATCH EXISTING CONDITIONS WHERE THERE IS NO PAYMENT.

ELEVATIONS SHOWN HEREON ARE  
BASED ON THE NORTH AMERICAN  
VERTICAL DATUM 1988 (NAVD 1988)

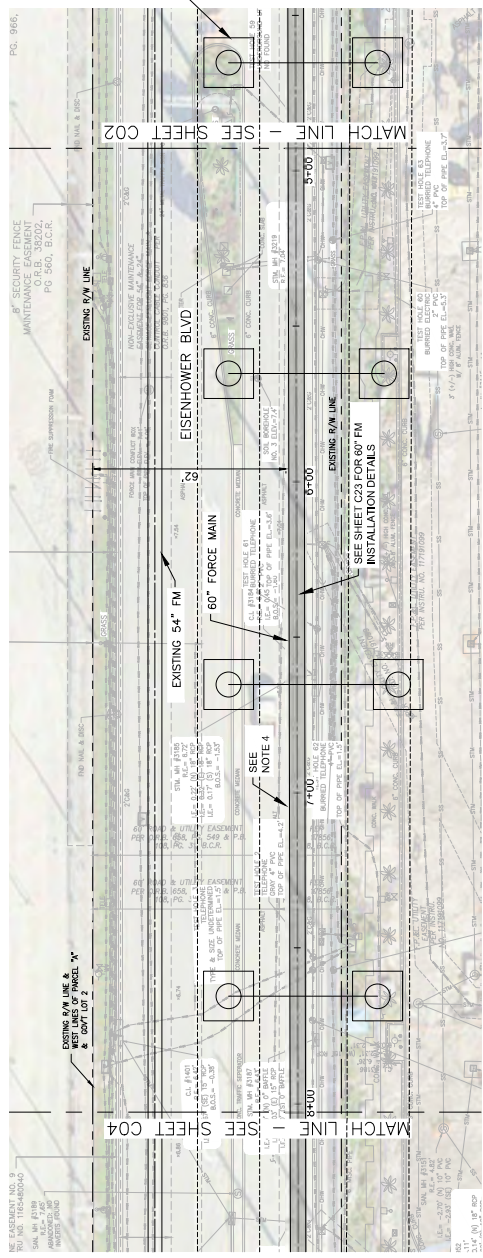


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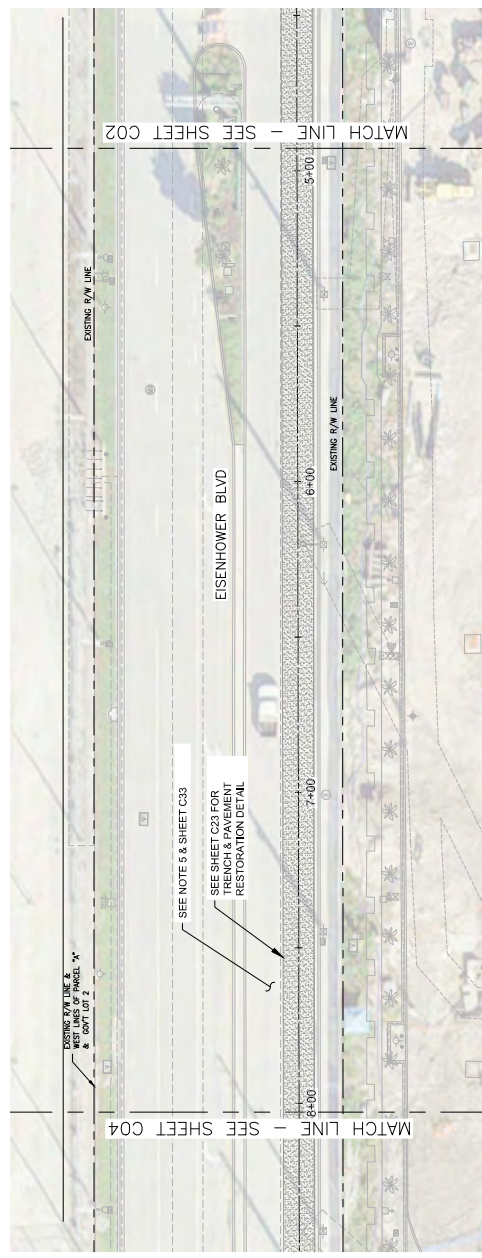
-  EXISTING  
 PROPOSED  
 PROPOSED BELOW GROUND PIPE  
 PROPOSED ABOVE GROUND PIPE  
 TYPE A RESTORATION LIMITS

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DGP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

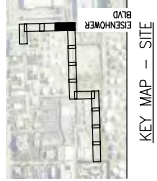
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PLAN VIEW  
1"=20'-0"



RESTORATION PLAN VIEW  
1"=20'-0"

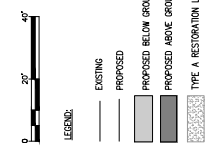
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DCP SET - NOT FOR CONSTRUCTION

ELEVATIONS SHOWN HEREON ARE  
BASED ON THE NORTH AMERICAN  
VERTICAL DATUM 1988 (NAVD 1988)

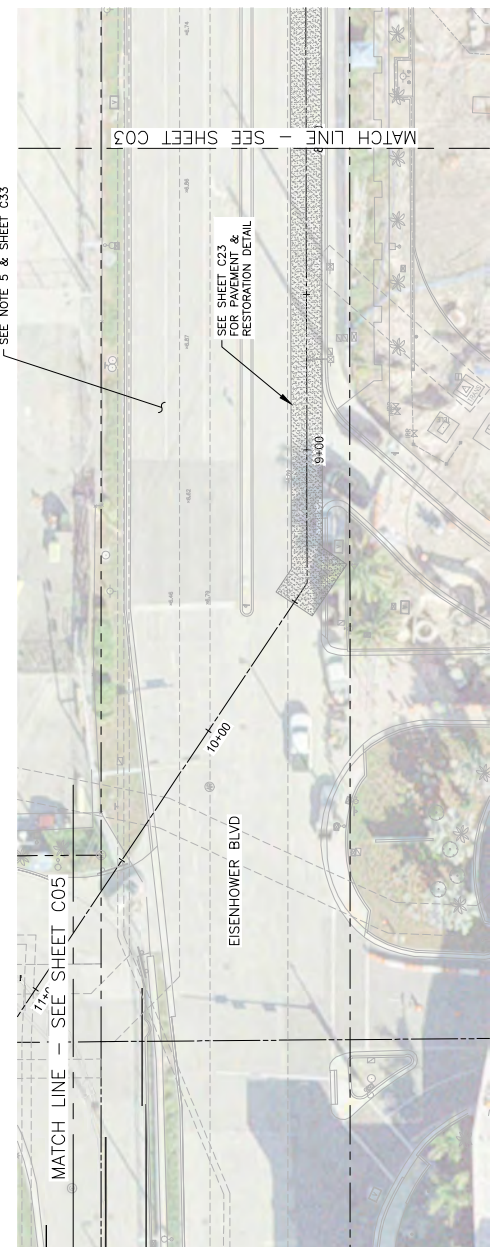
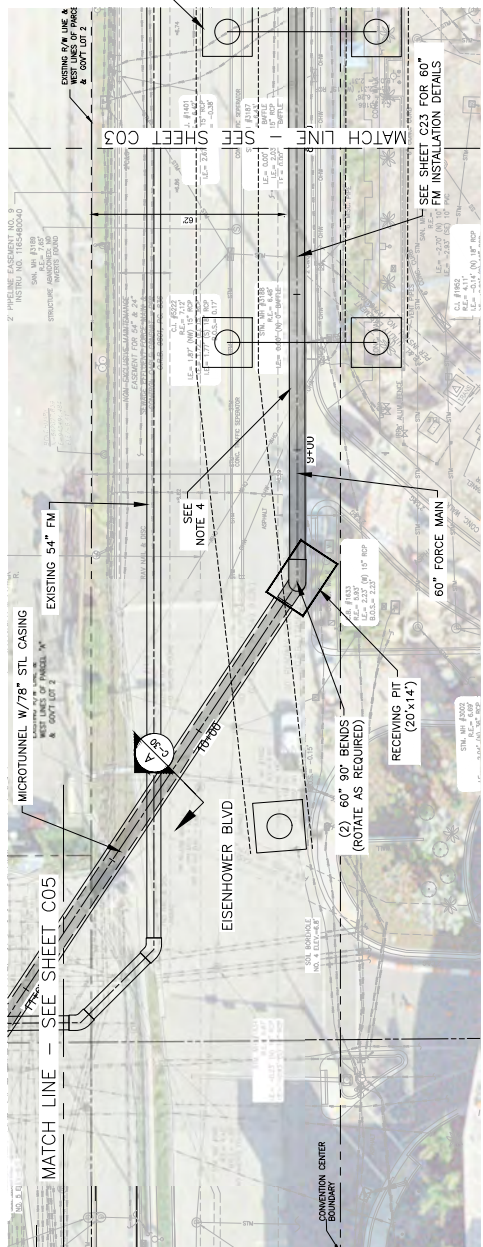
Always call 811 two full business days before you dig to have underground utilities located and marked

**Sunshine 811.com**



NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGING (DOP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

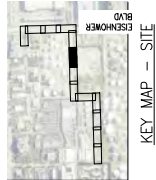
- NOTES:**
1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY WORK BEING INITIATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
  2. STATIONING IS ALONG THE CENTER OF PIPE.
  3. ALL ASPHALT/ CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
  4. SLOTTING SHALL BE LEFT IN PLACE ON BOTH SIDES OF 48" DIA TRUNKLINE & TRENCHING AND BACKFILL FROM STA. 0+17.5 TO STA. 0+40.0.
  5. MEDIAN & TRENCHING UTILITIES SHALL BE PROTECTED BY IMPROVEMENTS IN EMBANKMENT BUILTUP SHALL BE COMPLETED IN ACCORDANCE WITH THE 2018 STD. TO SE. 17TH ST BROWARD COUNTY PROJECT NO. 102563 - PHASE 1 CONTRACT PLANS.
  6. TYPE A RESTORATION WITH PAVEMENT AS REQUIRED. MATCH EXISTING CONDITIONS WHERE THERE IS NO PAYMENT.











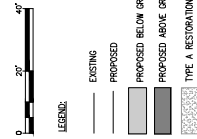
## NOTES:

1. LOCATION AND EXTENSION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS SHALL BE CONFIRMED BY FIELD SURVEY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. STATIONING IS ALONG THE CENTER OF PIPE.
3. ALL ASPHALT CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
4. SHEETING SHALL BE LEFT IN PLACE THROUGH 60" FN TRENCH AND SHALL EXTEND FULL LENGTH OF TRENCH ON SIDE OF TRENCH. SHEETING SHALL BE 12' WIDE AND FRAMING GABLE - STA 12+50 TO STA 24+40.
5. SHEETING SHALL BE SET 14'-0" FROM 60" FN TRENCH. SHALL BE SET 14'-0" FROM 18" TRENCH. SHALL BE SET 14'-0" FROM ALL EXISTING POWER POLES.
6. TYPE A RESTORATION WITH ADEQUACY IS REQUIRED, MATCH EXISTING CONDITIONS WHERE THERE IS NO PAVEMENT.

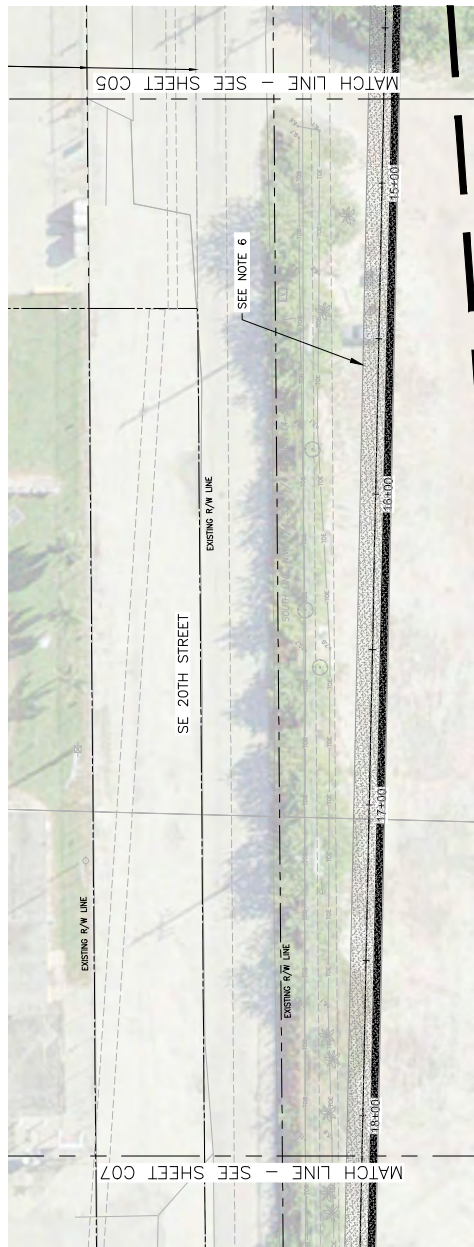
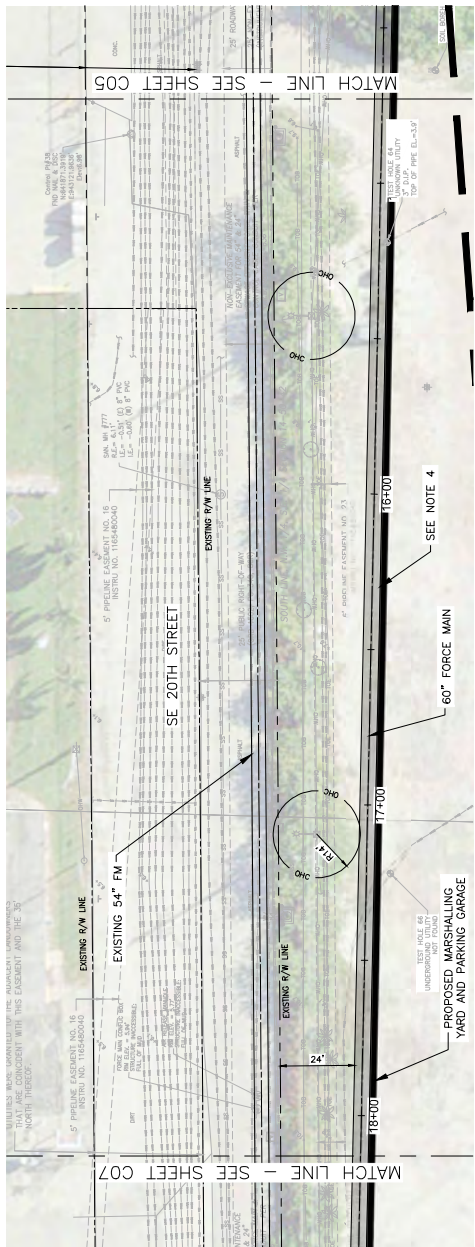
ELEVATIONS SHOWN HEREON ARE  
BASED ON THE NORTH AMERICAN  
VERTICAL DATUM 1988 (NAVD 1988)

Always call 811 two full business days before you dig to have underground utilities located and marked

**Sunshine 811.com**



NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

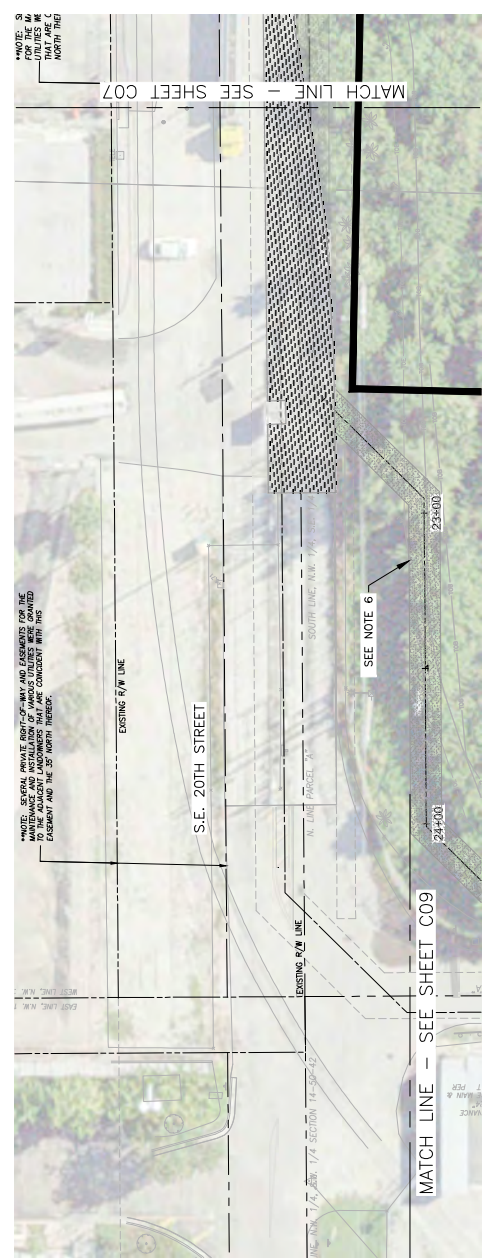
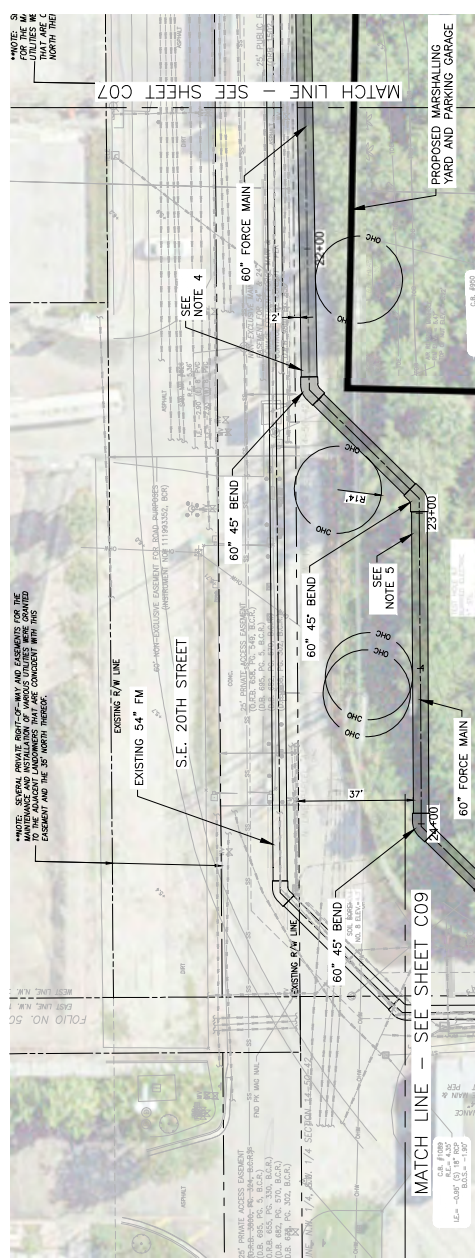


RESTORATION PLAN VIEW  
1"=20'-0"



NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DGP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.





1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO APPROXIMATE AND SHOULD BE VERIFIED BY THE DBF PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. STATIONING IS ALONG THE CENTER OF PIPE.
3. ALL ASPHALT/ CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
4. SHEETING SHALL BE LEFT IN-PLACE INSIDE 60" FM EXISTING CURB AND GUTTER. ALL EXISTING CURB AND GUTTER SHALL BE REPAIRED TO ORIGINAL PLANNED DIMENSIONS. VARIOUS AND PARKING GARAGE - STA 12+50 TO STA 24+00.
5. SHEETING SHALL BE LEFT IN-PLACE INSIDE 60" FM EXISTING CURB AND GUTTER. ALL EXISTING CURB AND GUTTER SHALL BE REPAIRED TO ORIGINAL PLANNED DIMENSIONS. VARIOUS AND PARKING GARAGE - STA 12+50 TO STA 24+00.
6. PACE A DISTORTION WITH POWER AS REQUIRED. MATCH EXISTING CONDITIONS WHERE THERE IS NO PAVEMENT.

ELEVATIONS SHOWN HEREON ARE  
BASED ON THE NORTH AMERICAN  
VERTICAL DATUM 1988 (NAVD 1988)



- LEGEND:**
- EXISTING
- PROPOSED
- PROPOSED BELOW GROUND PIPE
- PROPOSED ABOVE GROUND PIPE
- TYPE A RESTORATION LIMITS
- TYPE B RESTORATION LIMITS

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DOP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.


PROJECT 12387  
GIGT LOHMEYER WWTP REDUNDANT  
EFFLUENT FORCE MAIN  
PIPING & RESTORATION PLANS -  
SHEET 9

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




**ELEVATIONS SHOWN HEREON ARE  
FOR INFORMATION ONLY. YOU  
WILL BE RESPONSIBLE FOR  
VERTICAL DATUM 1985 (NAD 1983)**

Always call 811 two full business days before you  
dig to have underground utilities located and marked



**sunshine 811 .com**



0      20'      40'

**LEGEND:**

<p>_____ EXISTING</p> <p>_____ PROPOSED</p>	<p><span style="display: inline-block; width: 20px; height: 15px; background-color: #cccccc; border: 1px solid black;"></span> PROPOSED BELOW GROUND PIPE</p> <p><span style="display: inline-block; width: 20px; height: 15px; background-color: #808080; border: 1px solid black;"></span> PROPOSED ABOVE GROUND PIPE</p> <p><span style="display: inline-block; width: 20px; height: 15px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); border: 1px solid black;"></span> TYPE A RESTORATION LIMITS</p>
---------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ELEVATIONS SHOWN HEREON ARE  
BASED ON THE NORTH AMERICAN  
VERTICAL DATUM 1988 (NAVD 1988)

Always call 811 two full business days before you dig to have underground utilities located and marked.

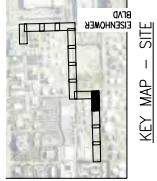
1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS SHALL BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE DFR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. STATIONING IS ALONG THE CENTER OF PIPE.
3. ALL ASPHALT/ CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
4. TYPE A RESTORATION WITH PAVEMENT AS REQUIRED. MATCH EXISTING CONDITIONS WHERE THERE IS NO PAVEMENT.

NOTES:

PLAN VIEW  
1"=20'-0"

RESTORATION PLAN VIEW  
1"=20'-0"





**NOTES:**

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS SHALL BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE DBF PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. STATIONING IS ALONG THE CENTER OF PIPE.
3. ALL ASPHALT/ CONCRETE SHALL BE SAW CUT TO ESTABLISH CLEAN EDGES.
4. TYPE A RESTORATION WITH PAVEMENT AS REQUIRED. MATCH EXISTING CONDITIONS WHERE THERE IS NO PAVEMENT.

ELEVATIONS SHOWN HEREON ARE  
BASED ON THE NORTH AMERICAN  
VERTICAL DATUM 1988 (NAVD 1988)



**LEGEND:**

ERGONOMICS

	EXISTING	PROPOSED
1. <b>General</b>		
a. <b>Project Name</b>		
b. <b>Project Number</b>		
c. <b>Project Location</b>		
d. <b>Project Description</b>		
e. <b>Project Objectives</b>		
f. <b>Project Scope</b>		
g. <b>Project Budget</b>		
h. <b>Project Timeline</b>		
i. <b>Project Risks</b>		
j. <b>Project Stakeholders</b>		
k. <b>Project Deliverables</b>		
l. <b>Project Evaluation</b>		
m. <b>Project Conclusion</b>		
n. <b>Project Appendix</b>		
o. <b>Project References</b>		
p. <b>Project Glossary</b>		
q. <b>Project Acronyms</b>		
r. <b>Project Abbreviations</b>		
s. <b>Project Symbols</b>		
t. <b>Project Figures</b>		
u. <b>Project Tables</b>		
v. <b>Project Charts</b>		
w. <b>Project Maps</b>		
x. <b>Project Photographs</b>		
y. <b>Project Videos</b>		
z. <b>Project Audio</b>		
aa. <b>Project Documents</b>		
ab. <b>Project Forms</b>		
ac. <b>Project Templates</b>		
ad. <b>Project Software</b>		
ae. <b>Project Hardware</b>		
af. <b>Project Network</b>		
ag. <b>Project Security</b>		
ah. <b>Project Compliance</b>		
ai. <b>Project Accessibility</b>		
aj. <b>Project Sustainability</b>		
ak. <b>Project Innovation</b>		
al. <b>Project Research</b>		
am. <b>Project Development</b>		
an. <b>Project Testing</b>		
ao. <b>Project Deployment</b>		
ap. <b>Project Maintenance</b>		
aq. <b>Project Support</b>		
ar. <b>Project Training</b>		
as. <b>Project Documentation</b>		
at. <b>Project Communication</b>		
au. <b>Project Collaboration</b>		
av. <b>Project Partnership</b>		
aw. <b>Project Sponsorship</b>		
ax. <b>Project Fundraising</b>		
ay. <b>Project Marketing</b>		
az. <b>Project Sales</b>		
ba. <b>Project Distribution</b>		
bb. <b>Project Retail</b>		
bc. <b>Project Wholesale</b>		
bd. <b>Project Import</b>		
be. <b>Project Export</b>		
bf. <b>Project Logistics</b>		
bg. <b>Project Transportation</b>		
bh. <b>Project Storage</b>		
bi. <b>Project Inventory</b>		
bj. <b>Project Procurement</b>		
bk. <b>Project Vendor</b>		
bl. <b>Project Supplier</b>		
bm. <b>Project Manufacturer</b>		
bn. <b>Project Distributor</b>		
bo. <b>Project Retailer</b>		
bp. <b>Project Wholesaler</b>		
bq. <b>Project Importer</b>		
br. <b>Project Exporter</b>		
bs. <b>Project Logistics Provider</b>		
bt. <b>Project Transportation Provider</b>		
bu. <b>Project Storage Provider</b>		
bv. <b>Project Inventory Provider</b>		
bw. <b>Project Procurement Provider</b>		
bx. <b>Project Vendor Provider</b>		
by. <b>Project Supplier Provider</b>		
bz. <b>Project Manufacturer Provider</b>		
ca. <b>Project Distributor Provider</b>		
cb. <b>Project Retailer Provider</b>		
cc. <b>Project Wholesaler Provider</b>		
cd. <b>Project Importer Provider</b>		
ce. <b>Project Exporter Provider</b>		
cf. <b>Project Logistics Provider</b>		
cg. <b>Project Transportation Provider</b>		
ch. <b>Project Storage Provider</b>		
ci. <b>Project Inventory Provider</b>		
cj. <b>Project Procurement Provider</b>		
ck. <b>Project Vendor Provider</b>		
cl. <b>Project Supplier Provider</b>		
cm. <b>Project Manufacturer Provider</b>		
cn. <b>Project Distributor Provider</b>		
co. <b>Project Retailer Provider</b>		
cp. <b>Project Wholesaler Provider</b>		
cq. <b>Project Importer Provider</b>		
cr. <b>Project Exporter Provider</b>		
cs. <b>Project Logistics Provider</b>		
ct. <b>Project Transportation Provider</b>		
cu. <b>Project Storage Provider</b>		
cv. <b>Project Inventory Provider</b>		
cw. <b>Project Procurement Provider</b>		
cx. <b>Project Vendor Provider</b>		
cy. <b>Project Supplier Provider</b>		
cz. <b>Project Manufacturer Provider</b>		
da. <b>Project Distributor Provider</b>		
db. <b>Project Retailer Provider</b>		
dc. <b>Project Wholesaler Provider</b>		
dd. <b>Project Importer Provider</b>		
de. <b>Project Exporter Provider</b>		
df. <b>Project Logistics Provider</b>		
dg. <b>Project Transportation Provider</b>		
dh. <b>Project Storage Provider</b>		
di. <b>Project Inventory Provider</b>		
dj. <b>Project Procurement Provider</b>		
dk. <b>Project Vendor Provider</b>		
dl. <b>Project Supplier Provider</b>		
dm. <b>Project Manufacturer Provider</b>		
dn. <b>Project Distributor Provider</b>		
do. <b>Project Retailer Provider</b>		
dp. <b>Project Wholesaler Provider</b>		
dq. <b>Project Importer Provider</b>		
dr. <b>Project Exporter Provider</b>		
ds. <b>Project Logistics Provider</b>		

PROPOSED REFINING CROSSLINK PIPE

PROPOSED ABOVE GROUND PIPE

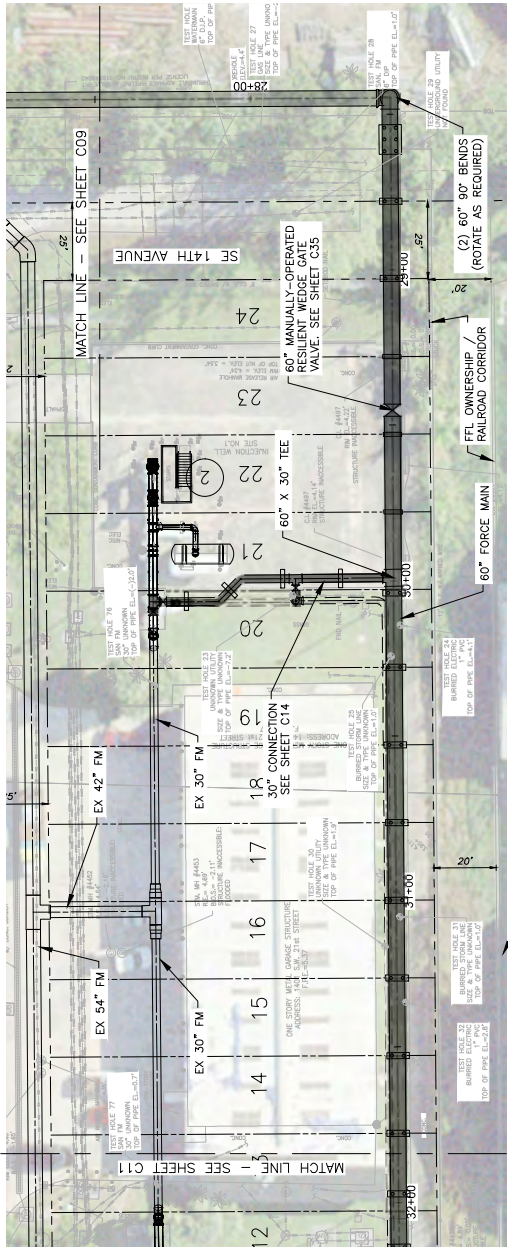
TYPE A RESTORATION LIMITS

THE UNIVERSITY OF CHICAGO

ON HAZEN AND SAWYER'S DESIGN CRITERIA PAPER

FILED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

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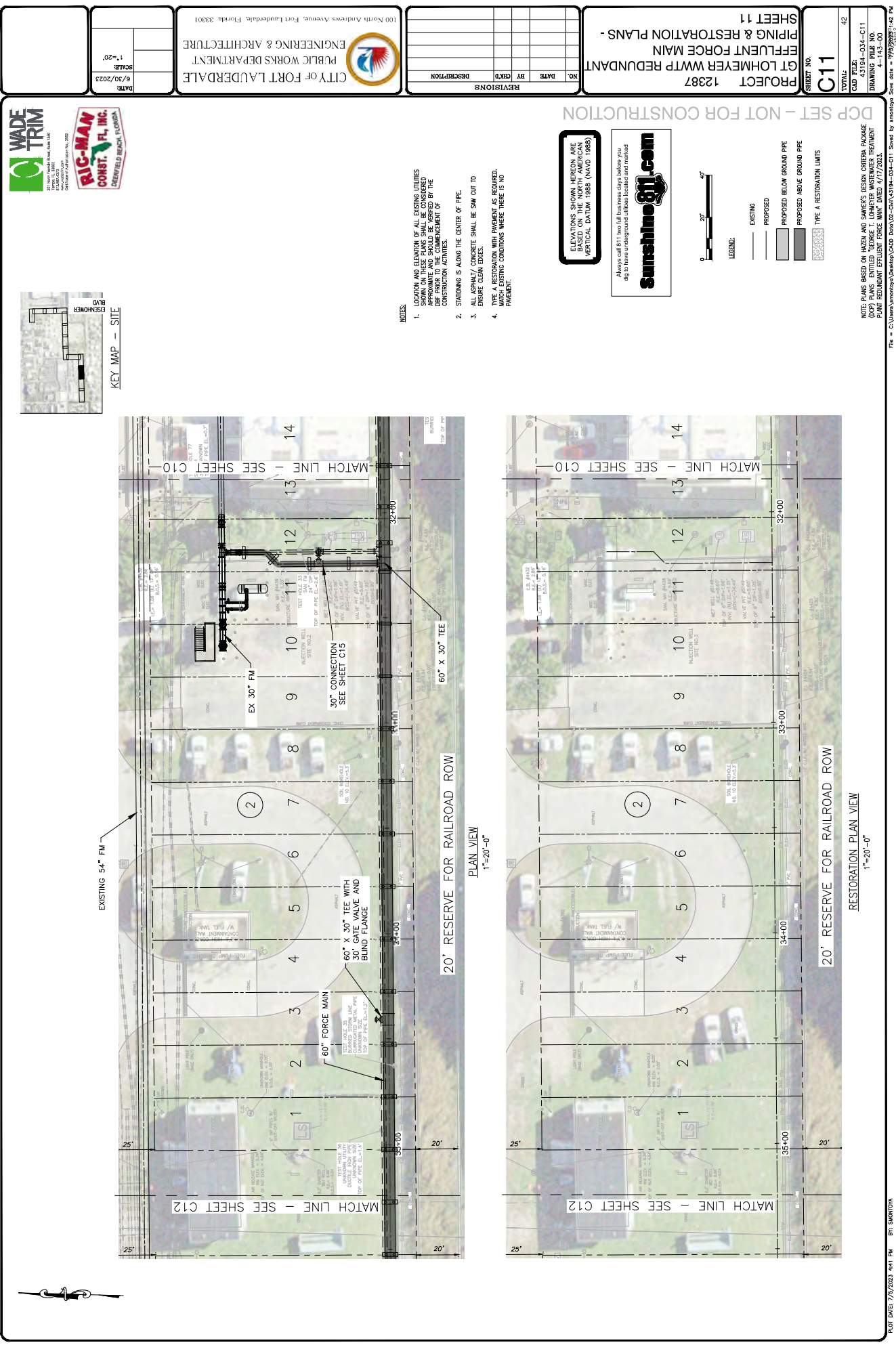
### RESTORATION PLAN VIEW

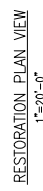
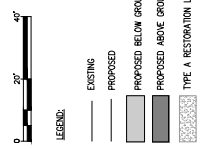
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PLOT DATE: 7/5/2022 4:01 PM BR: SHOOTING








PROJECT 12387  
GUT LOHMEYER WWTP REDUNDANT  
EFFLUENT FORCE MAIN  
PIPING & RESTORATION PLANS -  
SHEET 13

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

ENGINEER:  
KHAMIS A. AL-OMARI  
REG. NO: 90087  
DATE: 6/30/2023  
TEL: 954-887-0066  
FAX: N/A

ELEVATIONS SHOWN HEREON ARE  
BASED ON THE NORTH AMERICAN  
VERTICAL DATUM 1988 (NAVD 1988)




Always call 811 two full business days before you  
dig to locate underground utilities to be located and  
marked.



Always call 811 two full business days before you dig to have underground utilities located and marked

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**LEGEND:**

 PROPOSED BELOW GROUND PIPE  
 PROPOSED ABOVE GROUND PIPE  
 TYPE A RESTORATION LIMITS

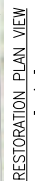
NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DGP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

**NOTES:**

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS SHALL BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE DBF PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. STATIONING IS ALONG THE CENTER OF PIPE.
3. ALL ASPHALT/ CONCRETE SHALL BE SAW CUT TO ENSURE CLEAN EDGES.
4. TYPE A RESTORATION WITH PAVEMENT AS REQUIRED, MATCH EXISTING CONDITIONS WHERE THERE IS NO PAVEMENT.

**WADE TRIM**  
201 North Franklin Street, Suite 1050  
Tampa, FL 33602  
www.wadetrims.com  
Certificate of Authorization No. 2022

**RIG-MAN**  
CONST. FL, INC.  
DEERFIELD BEACH, FLORIDA





60" FM AND 30" PIPING CONNECTION ROUTE AT INJECTION WELL No. 1

 $1^{\circ} = 20' - 0''$ 

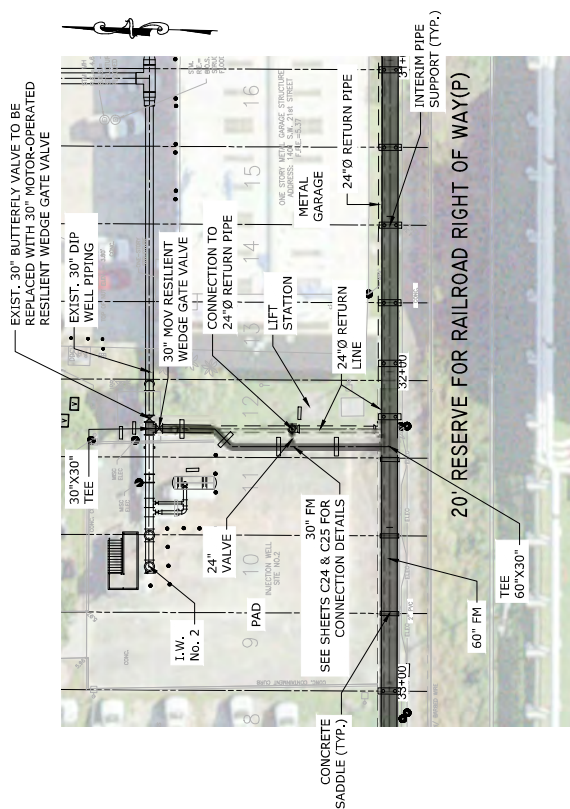
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Exhibit 2  
Page 156 of 179

DCP SET - NOT FOR CONSTRUCTION

**WADE TRIM**  
201 North Florida Street, Suite 1355  
Tallahassee, FL 32301  
www.wadetrims.com  
813.867.2723  
Certified of Authorization No. 3482

**RIG-MAN**  
CONST. FL. INC.  
DEERFIELD BEACH, FLORIDA



### 30" CONNECTION ON PAD

60" FM AND 30" PIPING CONNECTION ROUTE AT INJECTION WELL No. 2



PHOTO No. 2 INJECTION WELL

NOTE:

1. LIFT STATION AND MECHANICAL VALVES AND PIPING MAY CONFLICT WITH 30" CONNECTION ROUTE OUTSIDE OF PAD. DESIGN-BUILD FIRM (DBF) TO CONFIRM LOCATION OF STRUCTURES AND UNDERGROUND PIPING.

**LEGEND:**


1" = 20' - 0"

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

PLOT DATE: 7/5/2023 4:42 PM BY: SMONTOYA

CAM #25-0790  
Exhibit 2  
Page 312 of 334






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


NO.	DATE	BY	CHKD	DESCRIPTION

PROJECT 12387  
GT LOHMEYER WWTP REDUNDANT  
EFFLUENT FORCE MAIN  
INJECTION WELL NO. 3 PIPING -  
PLAN

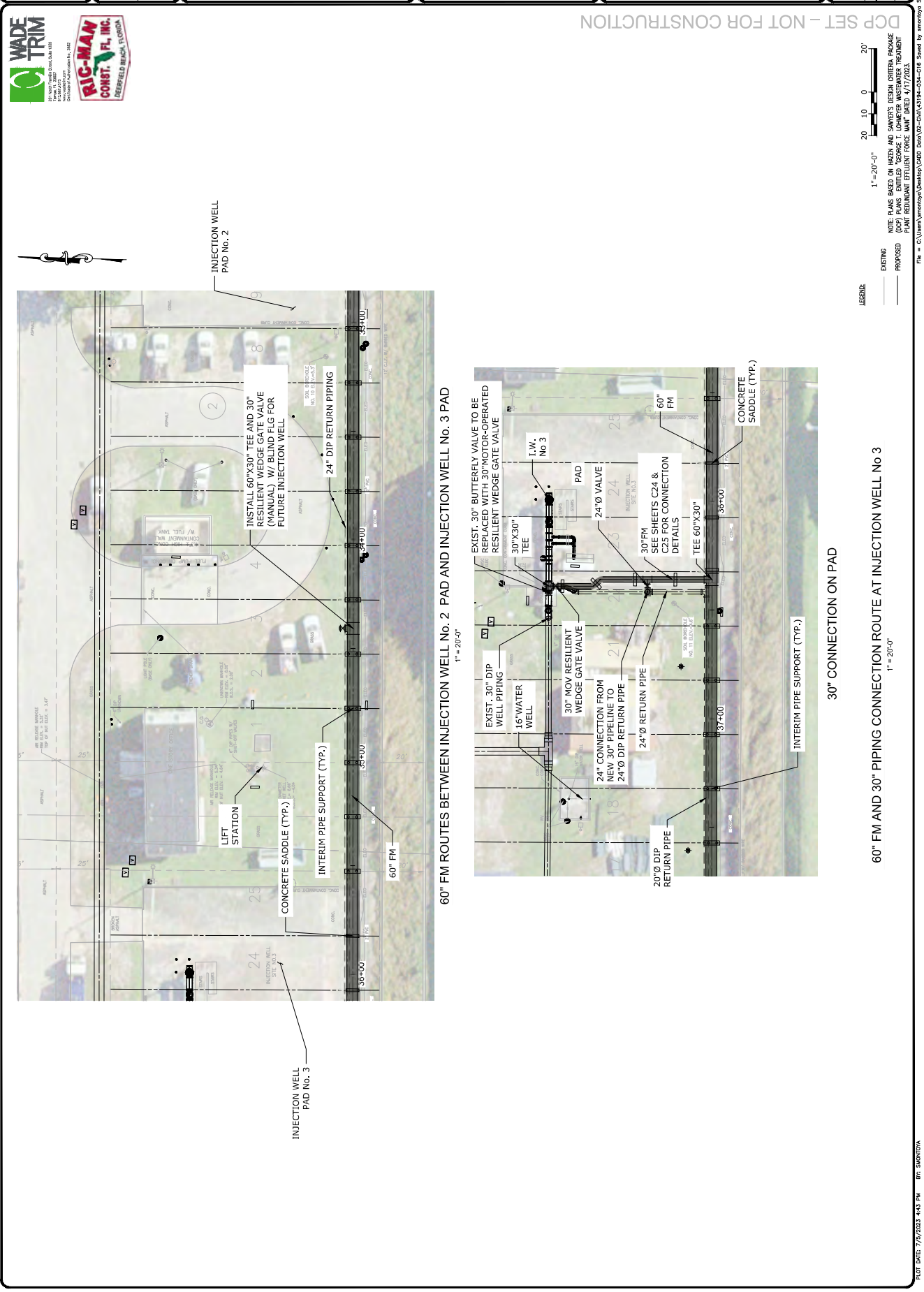
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DATE 4/17/2021



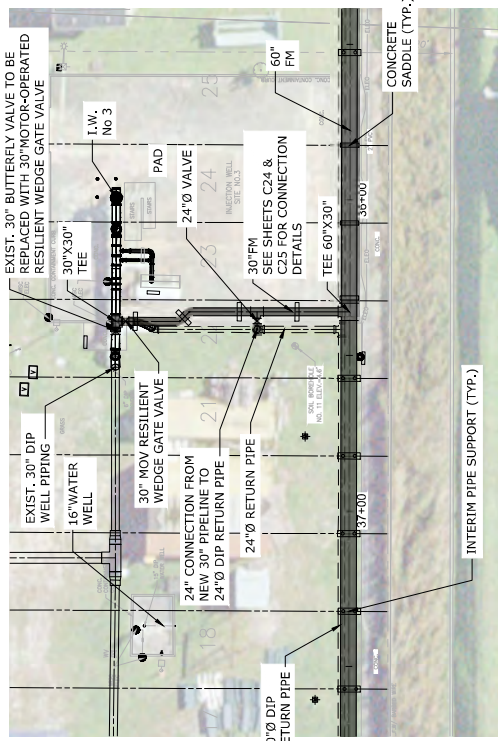
WADE TRIM  
251 North Tropical Avenue, Suite 100  
Fort Lauderdale, FL 33304  
954.576.1234  
www.wadetrimsolutions.com



RIG-MAN  
CONST. FL, INC.  
DEVELOPER OF RIG-MAN, 2002



60" FM ROUTES BETWEEN INJECTION WELL No. 2 PAD AND INJECTION WELL No. 3 PAD  
1" = 20'-0"



30" CONNECTION ON PAD  
1" = 20'-0"

60" FM AND 30" PIPING CONNECTION ROUTE AT INJECTION WELL No. 3  
1" = 20'-0"

LEGEND:

EXISTING  
PROPOSED

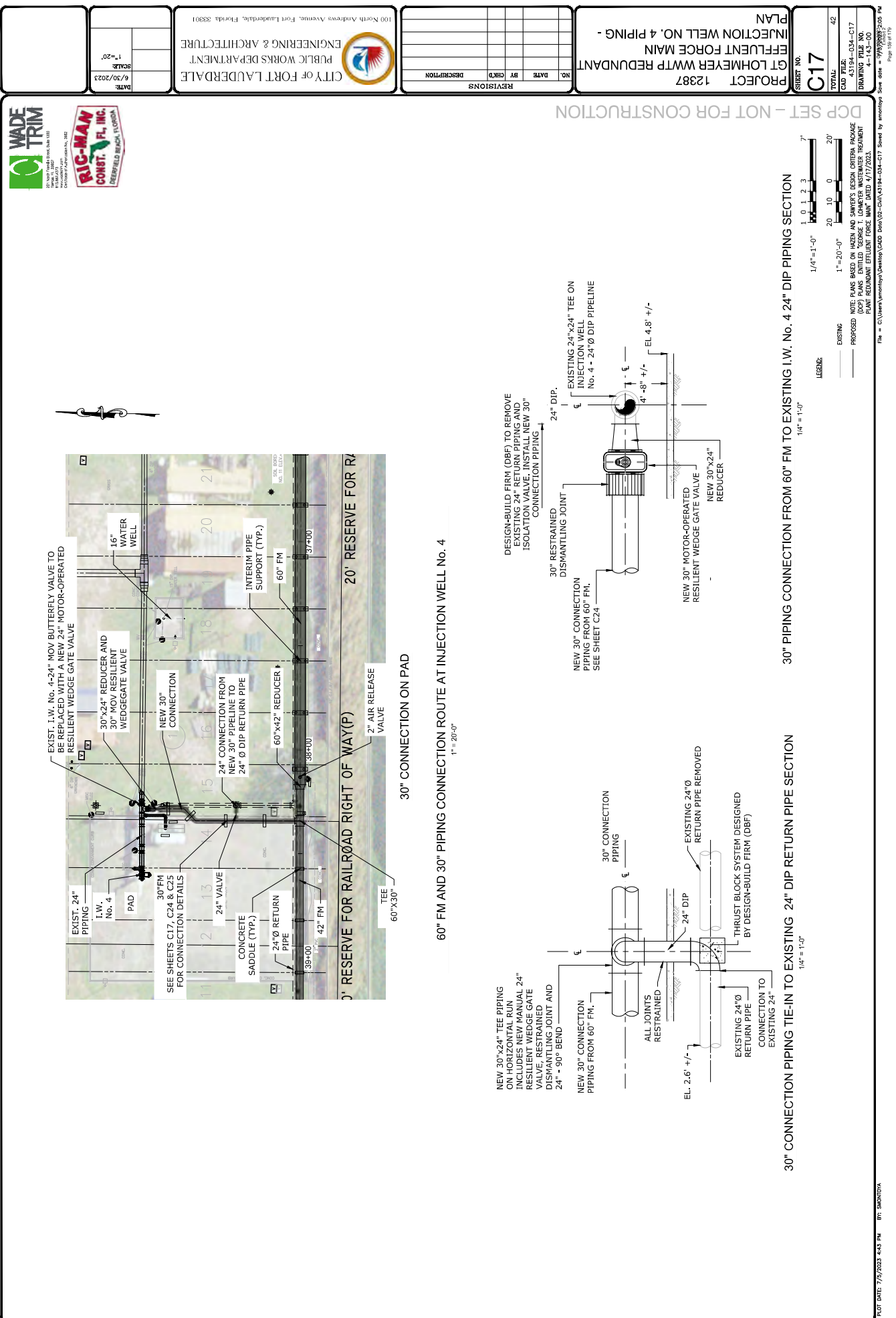
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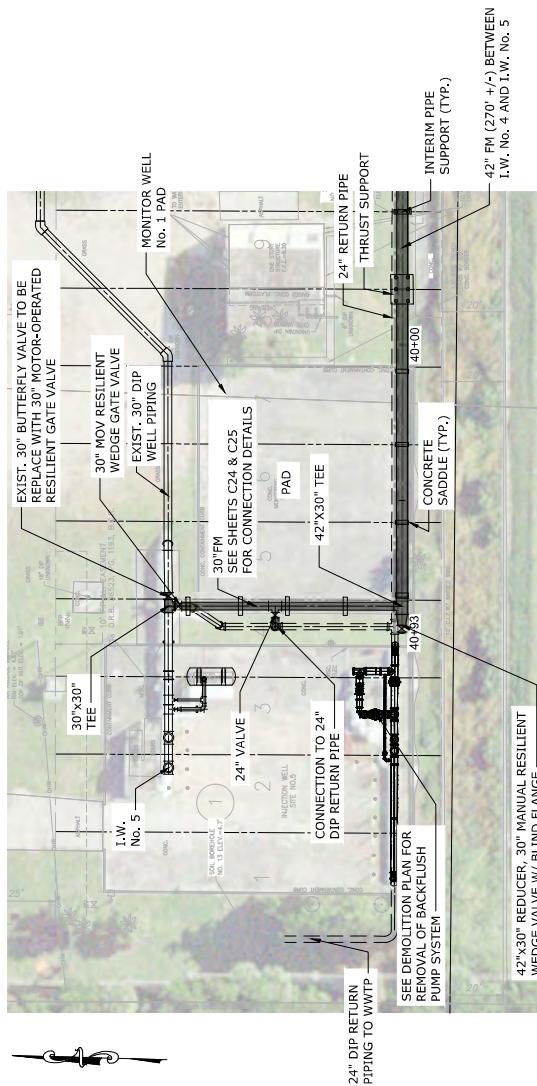
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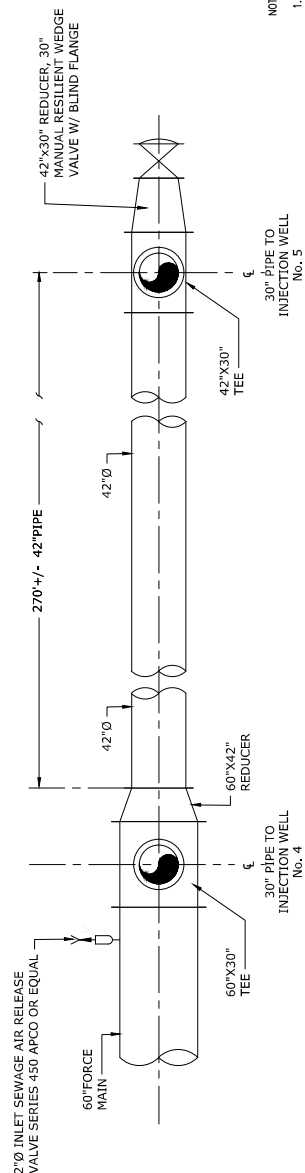
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NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2021.





## INJECTION WELL No. 5 30" CONNECTION LOCATED ON MONITOR WELL PAD



CONCEPTUAL SECTION - 42" FORCE MAIN PIPING BETWEEN INJECTION WELLS NO. 4 AND 5.

- NOTES:
1. ALL JOINTS ARE RESTRAINED.
  2. 30" CONNECTION PIPING TO INJECTION WELLS IS DESIGNED WITH INDEPENDENT THRUST/FOUNDATION SYSTEM TO COUNTER HYDRAULIC LOADS AT 150 PSI TEST PRESSURE AND A 20°F TEMPERATURE DIFFERENTIAL TO PROTECT INTEGRITY OF EXISTING 40 YEAR OLD INJECTION WELL PIPING.

**LEGEND:**

1" = 20'-0"      20'    10'    0'    1'    0'    1'    0"    7"

1/4" = 1'-0"      1    0    1    2    3    7"

EXISTING

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

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 Page 160 of 179

NO.	DATE	BY	CHECKD	DESCRIPTION

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

30/2023	11.11.2023
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**WADE TRIM**  
  
 51 North Florida Avenue, Suite 1350  
 Jacksonville, Florida 32207  
 (904) 272-1350  
[www.waade-trim.com](http://www.waade-trim.com)  
 Declaration of Authorisation No. 3482

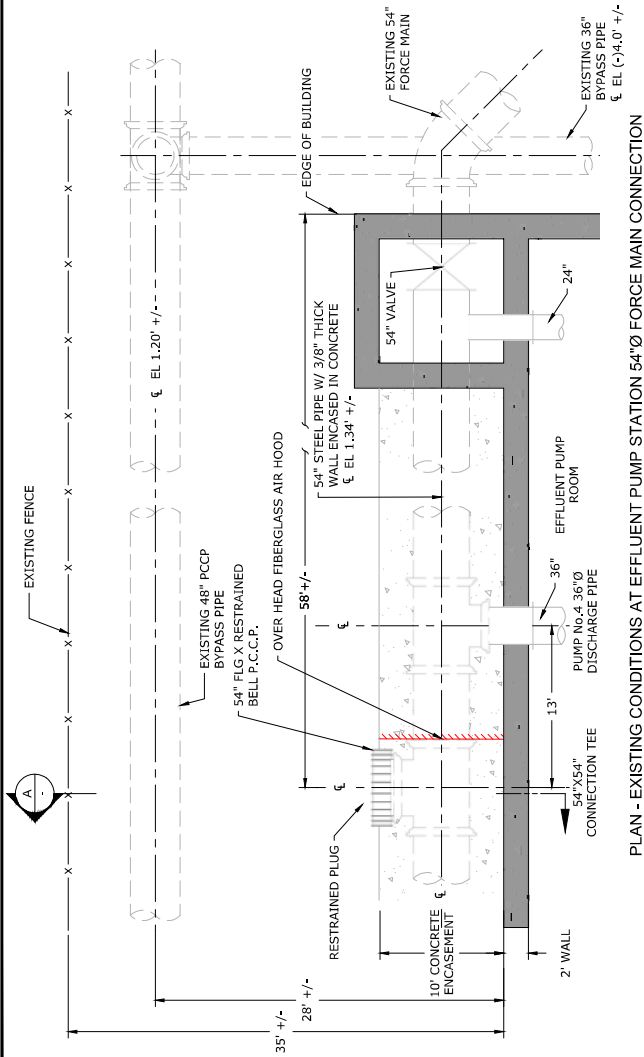
**RIG-MAN**  
  
 CONST. FL, INC.  
 DEERFIELD BEACH, FLORIDA

DCP SET - NOT FOR CONSTRUCTION

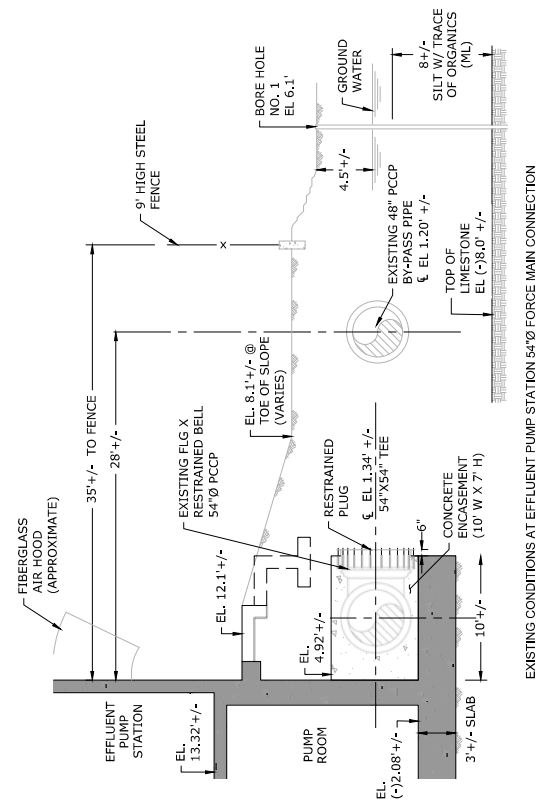
PROJECT 12387  
G.T. LOHMEYER WWTP REDUNDANT  
EFFLUENT FORCE MAIN  
INJECTION WELL NO. 5 PIPING -  
PLAN

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C18	
TOTAL:	
CAD FILE:	43194-034-C18
DRAWING FILE NO.	

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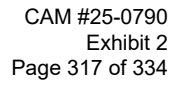


PLAN - EXISTING CONDITIONS AT EFFLUENT PUMP STATION 54"Ø FORCE MAIN CONNECTION

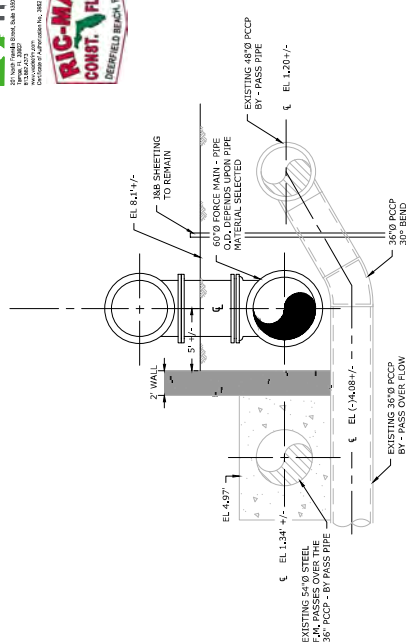


EXISTING CONDITIONS AT EFFLUENT PUMP STATION 54"Ø FORCE MAIN CONNECTION

SECTION  
1" = 5'-0"





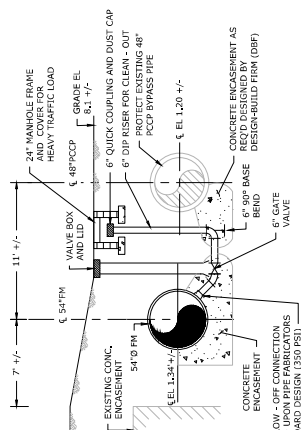
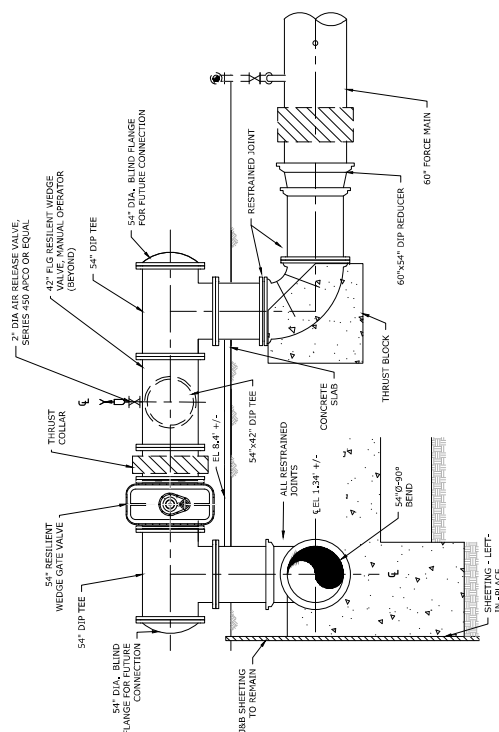


# 60" FORCE MAIN AND EXISTING 36" PCCP BY PASS PIPE POTENCIAL CONFLICT



NOTES:

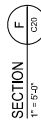
1. CONFLICTING INFORMATION ON EXISTING 48" PCCP CENTER LINE ELEVATION, WHICH VARIES FROM EL. 120.12 TO EL. 122.762, TO HAZEN AND SAWYER 10'0" CONTRACT DRAWINGS 1647 ISSUED 12/28/02 FOR BIDDING.
2. DESIGN-BUILD FIRM (DBF) MAY RAISE ELEVATION OF 60" FORCE MAIN TO CROSS OVER EXISTING 36" PCCP - BYPASS OVERFLOW PIPE.
3. DBF CONTRACTOR TO INSTALL CONCRETE SUPPORT SYSTEM TO BEARING LIMESTONE FOR 60" FORCE MAIN ON BOTH SIDES OF 36" PCCP BY - PASS PIPE.



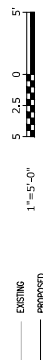
NOTES:

1. ALL 6" DIP AND FITTINGS ARE RESTRAINED JOINTS (FLG OR HP LOK DIP).
2. DETAIL MAY BE MODIFIED TO MATCH CITY OF FORT LAUDERDALE REQUIREMENTS.
3. TYPICAL FORCE MAIN DRAIN DETAIL TO BE INSTALLED AT LOW ELEVATION ALONG 60" FORCE MAIN.

### FORCE MAIN DRAIN DETAIL

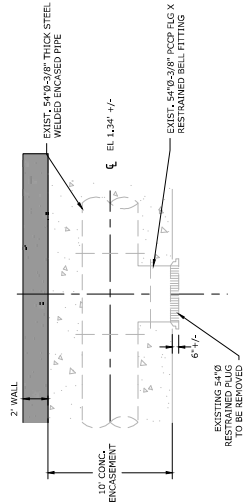


**LEGEND:**

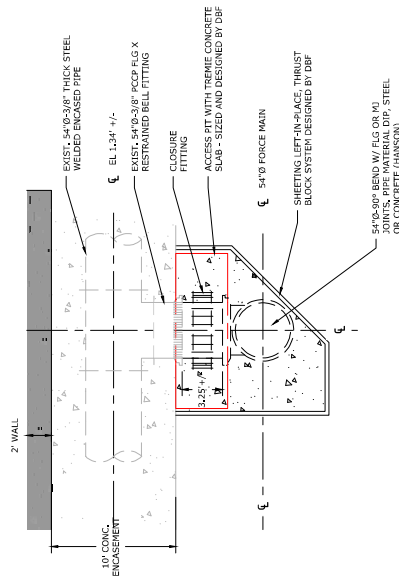


NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

LOT DATE: 7/5/2023 4:44 PM BY: SMONTOYA



PLAN - EXISTING 54"Ø CONNECTION LOCATION



PLAN - PROPOSED 54" CONNECTION FITTING PLAN

- | GENERAL INSTALLATION SEQUENCE |                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                            | CONTACT TEST PIT AND CONFIRM TYPE AND CONDITION OF 54" RESTRAINED PLUG.                                                                                                                                                                                                                                                                                       |
| 2.                            | EXCAVATE HANDSON FOR POSSIBLE DETAILS OF EXISTING 54" RESTRAINED PLUG AND BELL FITTING. DETERMINE HOW TO REMOVE RESTRAINED PLUG.                                                                                                                                                                                                                              |
| 3.                            | DETERMINE AND SELECT 54" CLOSURE FITTING SYSTEM.                                                                                                                                                                                                                                                                                                              |
| 4.                            | DETERMINE SIZE AND DEPTH OF ACCESS PIT.                                                                                                                                                                                                                                                                                                                       |
| 5.                            | INSTALL ACCESS PIT, DEWATER AND INSPECT EXISTING PLUG.                                                                                                                                                                                                                                                                                                        |
| 6.                            | SHUT CLO. TEFULNUT B-PASS SYSTEM DURING PIPING TEAM'S OUTLINES 4" PIPING/PIPING CONCEPT TO DIVERT 30 MGD FLOW THROUGH THE NEW 60" FORCE MAIN SYSTEM DURING THE 54" PIPING TEAM. THE DBF SHALL MEET WITH THE CITY STAFF AND THE B-PASS TEAM TO DETERMINE THE BEST ACCESS FOR ALL TEMPORARY PUMPS/PIPING TO BE INSTALLED DURING THE FLOW BYPASS OPERATION.      |
| 7.                            | THE DBF SHALL SUBMIT PLANS OF ALL TEMPORARY PUMPS/PIPING PROPOSED FOR THE FLOW BYPASS OPERATION TO THE CITY STAFF FOR APPROVAL. B-PASS FLOW CAPACITY IS 30 MGD. THE DBF SHALL SUBMIT PLANS OF ALL TEMPORARY PUMPS/PIPING TO THE CITY STAFF FOR APPROVAL. ALL TEMPORARY PUMPS/PIPING SHALL BE INSTALLED IN OPERATION AND FLOW RATES BETWEEN 25 MGD AND 30 MGD. |
| 8.                            | UPON COMPLETION OF FORCE MAIN PROJECT DEVELOP AN INSTALLATION PLAN FOR THE CLOSURE FITTINGS. SUBMIT PLAN TO CITY FOR APPROVAL. COORDINATE INSTALLATION WITH PLANT OPERATORS.                                                                                                                                                                                  |
| 9.                            | PLANT SHUTDOWN IS LIMITED TO MIDNIGHT TO 4:00 AM DURING DECEMBER TO FEBRUARY. REVIEW DURNAL FLOW RATES AT THE WMPD DURING THIS PERIOD TO ESTIMATE MAXIMUM DURNAL B-PASS PERCENT. OBTAIN CITY APPROVAL OF BYPASS OPERATION HOURS.                                                                                                                              |
| 10.                           | MAKE 42" PIPING CONNECTION TO NEW 60" FORCE MAIN SYSTEM AND B-PASS PUMPING SYSTEM.                                                                                                                                                                                                                                                                            |
| 11.                           | COMMENCE B-PASS OPERATION. SHUT DOWN EFFLUENT PUMPS. CLOSE NEW ISOLATION VALVES AT EACH INJECTION WELL TO EXISTING 54" FORCE MAIN. OPEN NEW ISOLATION VALVES AT EACH INJECTION WELL TO EXISTING 54" FORCE MAIN. INSPECT INJECTION WALLS. CLOSE EXISTING 54" BUTTERFLY VALVE. ACTIVATE B-PASS PUMPING SYSTEM.                                                  |
| 12.                           | ENTER ACCESS PIT AND REMOVE 34-INCH DIAMETER RESTRAINED PLUG.                                                                                                                                                                                                                                                                                                 |
| 13.                           | INSTALL CLOSURE FITTINGS. ENTER ACCESS PIT TO SECURE BOLT FASTENING SYSTEM.                                                                                                                                                                                                                                                                                   |
| 14.                           | WHEN CLOSURE FITTINGS ARE INSTALLED, OPEN EXISTING 54" ISOLATION BUTTERFLY VALVE.                                                                                                                                                                                                                                                                             |
| 15.                           | THE TEMPORARY B-PASS PUMPING SYSTEM IS SHUT DOWN.                                                                                                                                                                                                                                                                                                             |
| 16.                           | EFFLUENT PUMPS ARE ACTIVATED AND FLOW IS DIRECTED INTO EXISTING 54" FORCE MAIN. INSPECT ISOLATION WALLS. INSPECT VALVES CONNECTED TO 54" FORCE MAIN SYSTEM ARE OPENED.                                                                                                                                                                                        |
| 17.                           | INSPECT CLOSURE FITTING INSTALLATION. IF THERE IS LEAKAGE FROM THE FITTINGS MAKE NECESSARY REPAIRS.                                                                                                                                                                                                                                                           |
| 18.                           | CITY TO INSPECT AND APPROVE FITTING CLOSURE INSTALLATION.                                                                                                                                                                                                                                                                                                     |
| 19.                           | UPON APPROVAL, FILL ACCESS PIT WITH 4000-PSI CONCRETE.                                                                                                                                                                                                                                                                                                        |
| 20.                           | CITY HAS OPTION TO DIVERT FLOW TO NEW 60" FORCE MAIN SYSTEM FOR FIELD INSPECTION TO DEVELOP FINAL CHECK LIST OF OBSERVED DEFICIENCIES.                                                                                                                                                                                                                        |
| <b>NOTES</b>                  |                                                                                                                                                                                                                                                                                                                                                               |
| 1.                            | REFER TO SHEET NO. C29 FOR 30 MGD EFFLUENT FLOW SCHEMATIC.                                                                                                                                                                                                                                                                                                    |
| 2.                            | DBF RESPONSIBLE TO DESIGN SIZE OF ACCESS PIT FOR MANNEED ENTRY TO INSTALL CLOSURE FITTING BOLT SYSTEM.                                                                                                                                                                                                                                                        |
| 3.                            | PRIOR TO INSTALLATION STEP 11, THE DBF WILL TEST AND OPERATE THE B-PASS SYSTEM FOR 2 TO 3 HOURS AT NIGHT. THE FINAL TEST OPERATION WILL BE CONDUCTED WITH ALL INJECTION WELL VALVES OPEN IN OPERATION. THAT THE EXISTING EFFLUENT PUMP CAN BE PLACED IN OPERATION IN THE EVENT OF A B-PASS PROBLEM, REFER TO SHEET C23 FOR TESTING PROCEDURE.                 |

## NOTES

1. REFER TO SHEET NO. C29 FOR 30 MGD EFFLUENT FLOW SCHEMATIC.
2. DBF RESPONSIBLE TO DESIGN SIZE OF ACCESS PIT FOR MANNED ENTRY TO INSTALL CLOSURE FITTING BOLT SYSTEM.
3. PRIOR TO INSTALLATION STEP 11, THE DBF WILL TEST AND OPERATE THE BY-PASS SYSTEM FOR 2 TO 3 HOURS AT NIGHT. THE FIRST TEST OPERATION WILL BE CONDUCTED WITH ALL BY-PASS VALVES OPEN AND THE BY-PASS PUMP WILL BE OPERATED. IF THE PUMP IS PLACED IN OPERATION IN THE EVENT OF A BY-PASS PROBLEM, REFER TO SHEET C29 FOR TESTING PROCEDURE.

1. Form:

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

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 Exnd12 Page 164 of 179

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PROJECT 12387  
GT LOHMEYER WWTP REDUNDANT  
EFFLUENT FORCE MAIN  
EFFLUENT PUMP STATION  
CONNECTION DETAILS - SHEET 4

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C22	
TOTAL:	
CAD FILE:	43194-034-C22
DRAWING FILE NO.	4-143-00

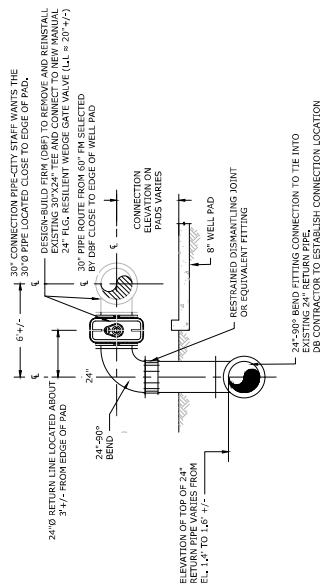
CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

XXXXX	
SCALE:	1"=20'
DATE:	6/30/2023

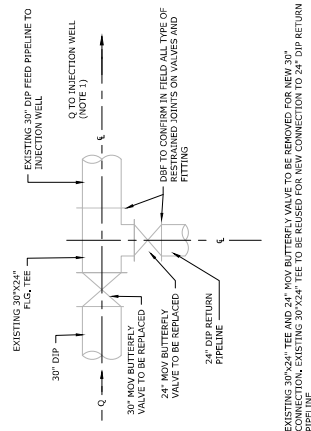




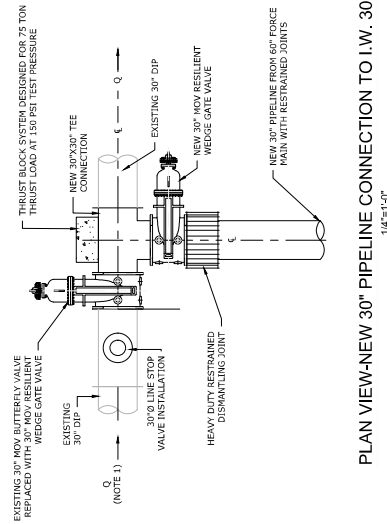




CONNECTION TO 24" RETURN PIPE FROM NEW 30" PIPE ROUTE LOCATED ON 8" WELL PAD  
1/4"=1'-0"



PLAN VIEW-EXISTING 24" DIP RETURN PIPELINE CONNECTION TO I.W. 30" DIP  
1/4"=1'-0"



PLAN VIEW-NEW 30" PIPELINE CONNECTION TO I.W. 30" DIP  
1/4"=1'-0"

NOTES:

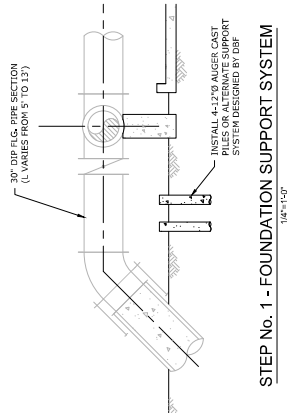
1. TYPICAL CONFIGURATION FOR INJECTION WELLS NOS. 1 AND 3, REVERSE CONFIGURATION FOR INJECTION WELLS NOS 2 AND 5
2. INJECTION WELL No. 4 PPING IS 24" DIP. A 24" MOV AND 30" MOV RESILIENT WEDGE GATE VALVE ARE REQUIRED.

LEGEND:

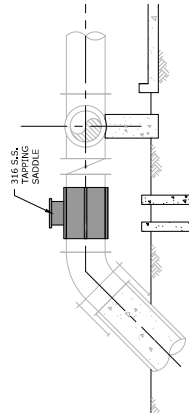
NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.



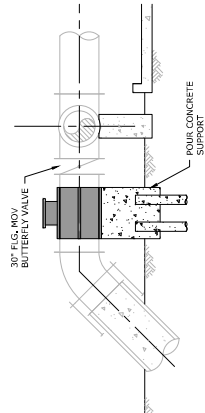
DCP SET - NOT FOR CONSTRUCTION



## STEP No. 1 - FOUNDATION SUPPORT SYSTEM



## STEP No. 2 - INSTALL TAPPING SADDLE



### STEP No. 3 - INSTALL CONCRETE SUPPORT SYSTEM

#### STEP No. 4 - INSTALL LINE STOP AND STOP FLOW TO WELL

STEP No. 5 - DB CONTRACTOR TO REMOVE ADJACENT 30" FLG. BUTTERFLY VALVE AND INSTALL NEW 30" FLG. MOV RESILIENT WEDGE GATE VALVE (2.4 TON WTG +/-)

LEGEND:

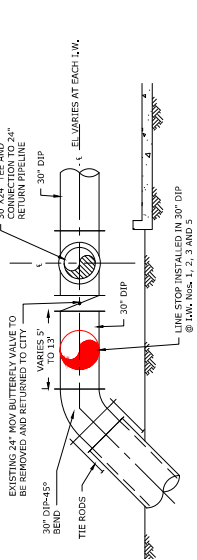
EXISTING

1/4"=1'-0"

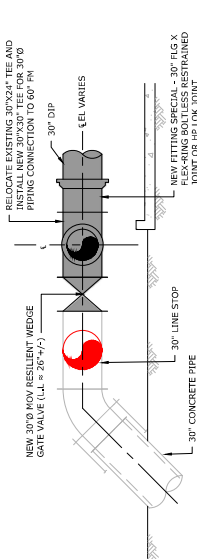
NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

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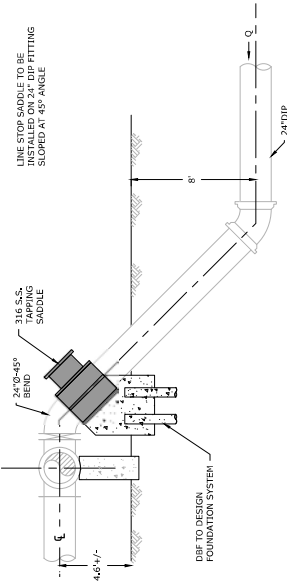
LINE STOP 30" DIP SECTION	
INJECTION WELL NUMBER	LENGTH OF 30" DIP SECTION (+/-)
1	5'
2	8'
3	5'
5	13'
OPERATING INTERNAL LINE PRESSURE VARIES FROM 50 PSI TO 90 PSI	



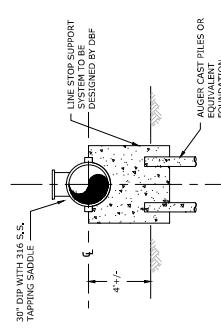
EXISTING 30" PIPING AT I.W. Nos. 1 AND 3 ( REVERSE PIPING AT I.W. Nos. 2 AND 5)



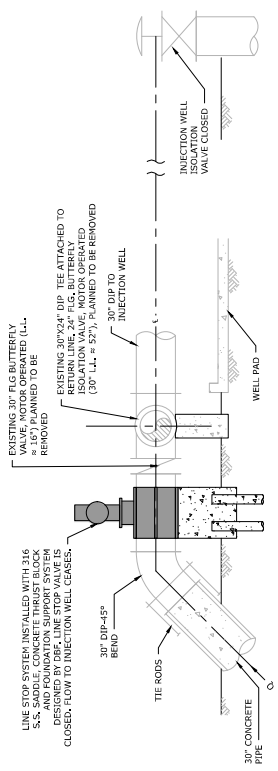
### PROPOSED MODIFICATIONS TO EXISTING 30" DIP WELL PIPING



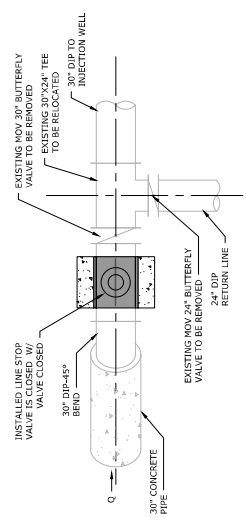
## INJECTION WELL No. 4 - 24" DIP LINE STOP INSTALLATION



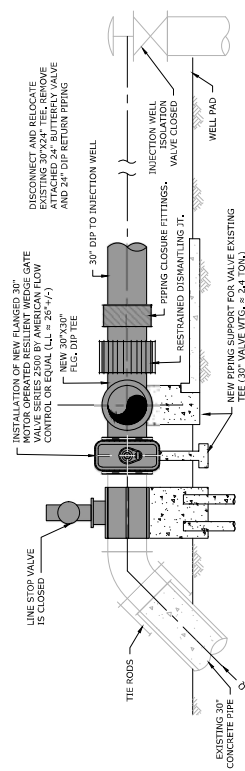
LINE STOP SUPPORT SYSTEM FOR 30" DIP.



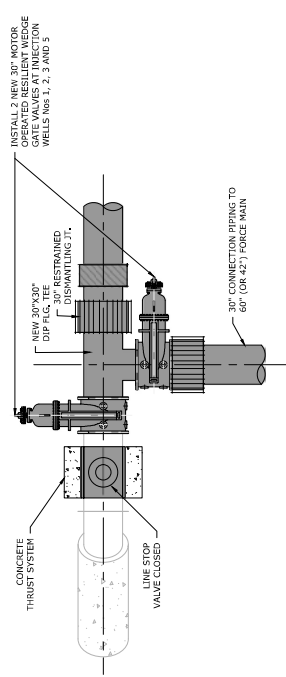
WELL FIELD EXISTING PIPING SECTION



WELL FIELD EXISTING PIPING - PLAN



WELL FIELD REPLACEMENT PIPING AND VALVES SECTION (INJECTION WELL NOS. 1, 2, 3 AND 5)



WELL FIELD REPLACEMENT PIPING AND VALVES - PLAN

1/4" = 1'-0"

LEGEND:

EXISTING

PROPOSED

1 0 1 2 3 7"

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.





**30 MGD ± TRANSFER PUMPING SYSTEM**  
**DESIGNED BY DBF**  
**MINIMUM TDH IS 20 PSI**

0-5MGD CAPACITY

STORAGE OF EXCESS  
FLOW IN EVENT  
QIN>Q PUMPAGE

WWTP TANKAGE

NOTE:

1. FOR GENERAL INSTALLATION SEQUENCE FOR PIPING THEN 1-INCH AND 1/2-INCH PIPING SEE SHEET N-102A.
2. THE BY-PASS PIPING SYSTEM CONCEPT AND CRITERIA FOR INPUT TO DBP.
3. THE DBP SHALL MEET WITH CITY STAFF TO CONFIRM SPECIFIC TANKAGE TO BE USED IN THE WWT.
4. THE DBP WILL CONDUCT FULL SCALE TESTING OF THE BY-PASS SYSTEM FOR A 2 TO 4 HOUR PERIOD AT NIGHT. THE FIRST TEST WILL BE WITH ALL EXISTING 54 INCH BUTTERFLY VALVE WILL BE OPEN. THE EXISTING EFFLUENT PUMPS ARE SHUT OFF AND THE EFFLUENT BY-PASS SYSTEM IS ACTIVATED. IN THE SECOND BY-PASS SYSTEM OPERATION, THE EFFLUENT PUMPS CAN BE ACTIVATED.
5. THE SECOND BY-PASS SYSTEM TEST WILL BE CONDUCTED WITH THE EXISTING 54 INCH FORCE MAIN SYSTEM TAKEN OUT OF SERVICE, THE 54 INCH BUTTERFLY VALVE AND 5 EXISTING ISOLATION VALVES TO THE EFFLUENT TANKAGE ARE SHUT OFF. THE NEW FIVE (5) ISOLATION VALVE ARE OPENED. THE BY-PASS PUMP SYSTEM IS ACTIVATED.

## LEGEND

	EXISTING	PROPOSED
1. <b>EXISTING</b>		
2. <b>PROPOSED</b>		

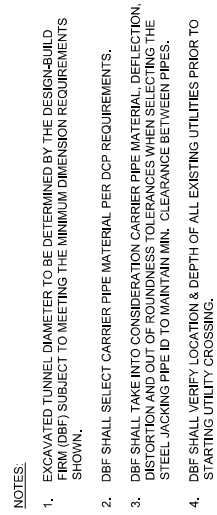
TEMPORARY BY-PASS FACILITY

PIPING TIE-IN DURING FLOW  
BY-PASS PUMPING PERIOD

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DGP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

PLOT DATE: 7/5/2023 4:44 PM BY: SMONTOYA

CAM #25-0790  
Exhibit 2  
Page 326 of 334



TUNNEL CROSS SECTION "A" AND TOLERANCES  
SCALE: 1" = 1'

NOTES:

1. EXCAVATED TUNNEL DIAMETER TO BE DETERMINED BY THE DESIGN-BUILD FIRM (DBF) SUBJECT TO MEETING THE MINIMUM DIMENSION REQUIREMENTS SHOWN.
2. DBF SHALL SELECT CARRIER PIPE MATERIAL PER DCP REQUIREMENTS.
3. DBF SHALL TAKE INTO CONSIDERATION CARRIER PIPE MATERIAL DEFLECTION, DISTORTION AND OUT OF ROUNDNESS TOLERANCES WHEN SELECTING THE STEEL JACKING PIPE ID TO MAINTAIN MIN. CLEARANCE BETWEEN PIPES.
4. DBF SHALL VERIFY LOCATION & DEPTH OF ALL EXISTING UTILITIES PRIOR TO STARTING UTILITY CROSSING.

PROJECT 12387  
GT LOHMEYER WWTP REDUNDANT  
EFFLUENT FORCE MAIN  
TUNNEL DETAIL

[illegible]

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DATE: /30/2023  
PAGE: 1





#25-0790  
Exhibit 2  
328 of 334

CAM #25-0790  
Exhibit 2  
Page 328 of 334

CAM #25-0790

PRINTING SCALE (CM)





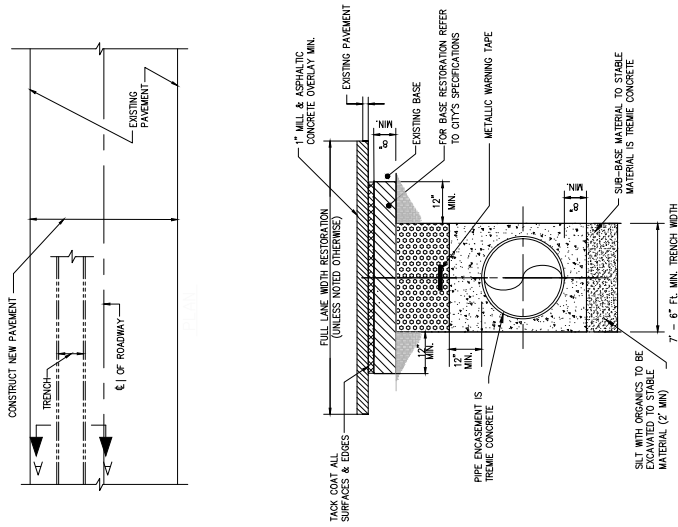




DCP SET - NOT FOR CONSTRUCTION

NOTE: PLANS BASED ON HAZEN AND SAWYER'S DESIGN CRITERIA PACKAGE (DCP) PLANS ENTITLED "GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT REDUNDANT EFFLUENT FORCE MAIN" DATED 4/17/2023.

PLOT DATE: 7/5/2023 4:45 PM BY: SMONTOYA

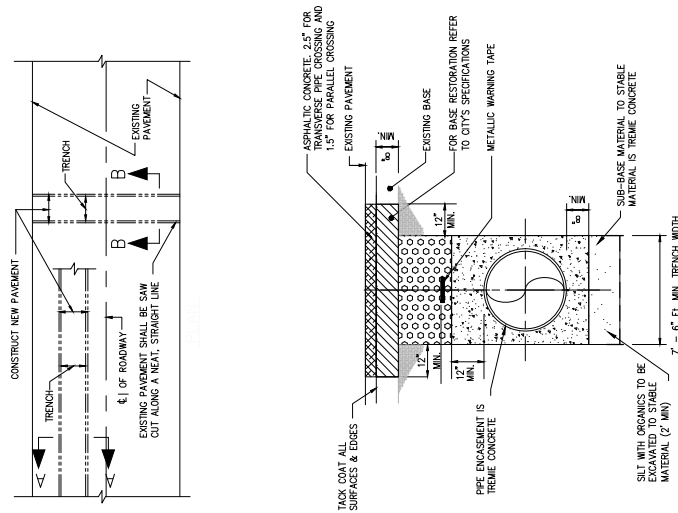


## SECTION A-A

- NOTE:  
1. REFER TO THE CITY TRENCH AND PAVEMENT RESTORATION DETAILS FOR ADDITIONAL INFORMATION.  
2. PAVEMENT RESTORATION AND ASPHALT RESURFACING MUST MEET THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY REQUIREMENTS.

TYPE "B" PAVEMENT MILLING OVERLAY

NTS



## SECTION A-A (PARALLEL) &amp; B-B (TRANSVERSE)

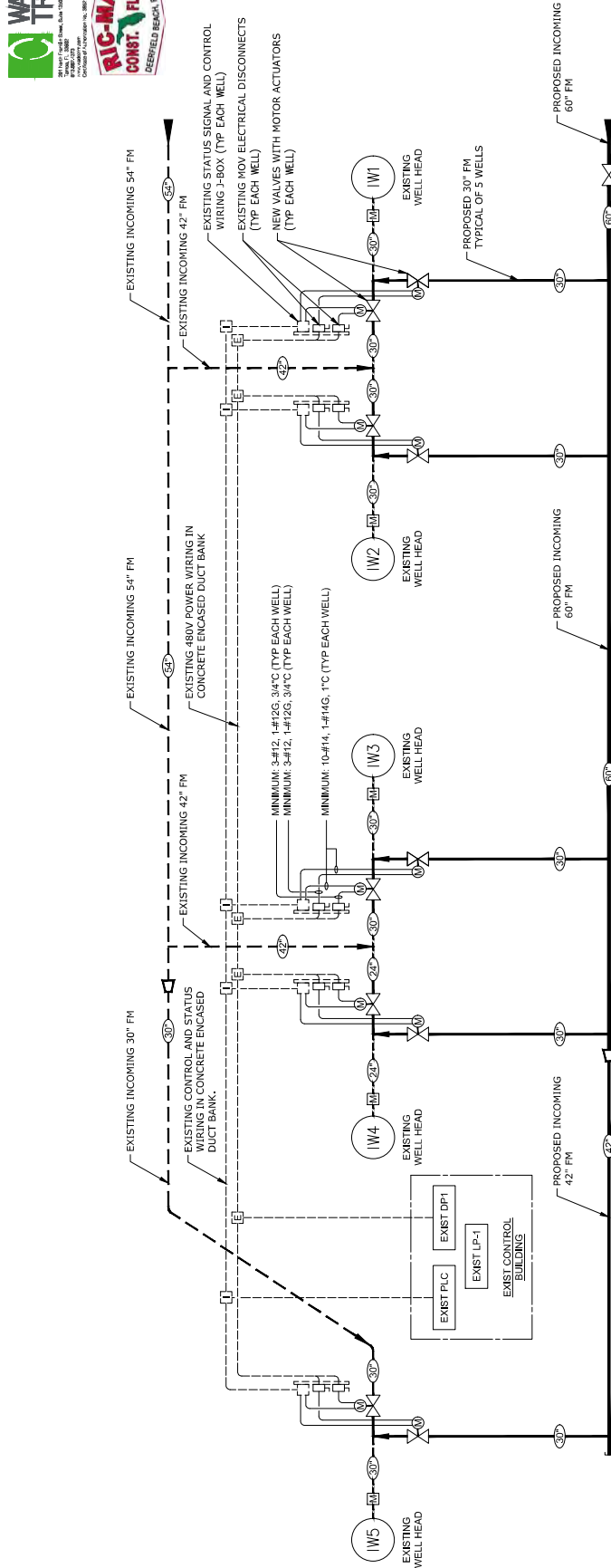
- NOTE:
1. REFER TO THE CITY TRENCH AND PAVEMENT RESTORATION DETAILS FOR ADDITIONAL INFORMATION.
  2. PAVEMENT RESTORATION AND ASPHALT RESURFACING MUST MEET THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY REQUIREMENTS.

### TYPE "A" TRENCH RESTORATION

MTS







**ELECTRICAL SCOPE OF WORK:**

## SITE PROPOSED CONDUIT AND WIRING

[illegible]

PROJECT # 12387  
 GGT LOHMEYER WWTP REDUNDANT  
 EFFLUENT\_FORCE\_MAIN  
 INJECTION WELLS ELECTRICAL  
 SITE ELEC. CONDUITS LAYOUT

SHEET NO.	42
E01	
TOTAL:	
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WORKING FILE NO.	
Sheet 2	4-143-00

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PLOT DATE: 7/5/2023 4:45 PM BY: SMONTOYA



**Ric-Man Construction, FL, Inc.**  
3100 SW 15th Street  
Deerfield Beach, Florida 33442  
954.426.1221  
[www.ric-manfl.com](http://www.ric-manfl.com)