



Event # 354-0

Name: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessment

Description: The City of Fort Lauderdale, Public Works Department Sustainability Division, is soliciting bids from qualified bidders, hereinafter referred to as Contractor, in accordance with the terms, conditions, and specifications contained in this Invitation Bid (ITB). The work includes, but is not limited to, to provide labor, equipment, materials, transportation and disposal for the cleaning, inspection, and surveying of critical City-owned catch basins, stormwater mains, manholes, outfalls, drainage ditches, drainage wells, junction boxes, as well as scheduled and unscheduled (emergency) stormwater infrastructure cleaning for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Buyer: LEMIRE, MICHELLE

Status: Pending Award

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Display When Event Awarded And Closed

Event Dates

Preview:

Q & A Open: 08/13/2024 02:01:00 PM

Open: 08/13/2024 02:00:00 PM

Q & A Close: 09/05/2024 05:00:00 PM

Close: 09/16/2024 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Have you completed all required Construction forms herein?	Yes No	Event 354 - Required Forms.pdf

Attachments

Name	Description	Attachment
Event 354 -Contract and Specifications Package	Event 354 -Contract and Specifications Package	Event 354 -Contract and Specifications Package.pdf

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Name	Description	Attachment
Intracoastal Waterway North Watershed Critical Stormwater Assets Map	Intracoastal Waterway North Watershed Critical Stormwater Assets Map	ICW North.pdf
Intracoastal Waterway South Watershed Critical Stormwater Assets Map	Intracoastal Waterway South Watershed Critical Stormwater Assets Map	ICW South.pdf
Middle River Watershed Critical Stormwater Assets Map	Middle River Watershed Critical Stormwater Assets Map	Middle River.pdf
New River Watershed Critical Stormwater Assets Map	New River Watershed Critical Stormwater Assets Map	New River Watershed Critical Stormwater Assets.pdf
North Fork New River Watershed Critical Stormwater Assets Map	North Fork New River Watershed Critical Stormwater Assets Map	NORTHF~1.PDF
South Fork New River Watershed Critical Stormwater Assets Map	South Fork New River Watershed Critical Stormwater Assets Map	SOUTHF~1.PDF
Uptown Watershed Critical Stormwater Assets Map	Uptown Watershed Critical Stormwater Assets Map	Uptown Watershed Critical Stormwater Assets.pdf
Prospect Recharge Watershed Critical Stormwater Assets Map	Prospect Recharge Watershed Critical Stormwater Assets Map	PROSPE~1.PDF

Commodity Codes

Commodity Code	Description
906-38	General Construction - Architectural
910-63	Public Utilities: Water, Sewer and Gas Maintenance and Repai
913-56	Construction, Utility/Underground Projects
913-89	Maintenance and Repair, Utility/Underground Projects
926-88	Storm Water Discharge Testing Services

Line Details

Line 1: This item is for mobilization and demobilization of equipmen

Description: This item is for mobilization and demobilization of equipmen

Item: MOBILIZATION, DEMOBILIZATION & M This item is for mobilization and demobilization of equipmen

Commodity 906-38 General Construction - Architectural

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Code:

Quantity: 1.0000

Unit of Measure: LS

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: By-pass piping and pumping between manholes or other locatio

Description: By-pass piping and pumping between manholes or other locatio

Item: BY-PASS PUMPING (30" TO 35" PIPE By-pass piping and pumping between manholes or other locatio

Commodity Code: 906-38 General Construction - Architectural

Quantity: 52.7261

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: By-pass piping and pumping between manholes or other locatio

Description: By-pass piping and pumping between manholes or other locatio

Item: BY-PASS PUMPING (36" TO 47" PIPE By-pass piping and pumping between manholes or other locatio

Commodity Code: 906-38 General Construction - Architectural

Quantity: 118.6759

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 4: By-pass piping and pumping between manholes or other locatio

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Description: By-pass piping and pumping between manholes or other locatio

Item: BY-PASS PUMPING (48" TO 96" PIPE) By-pass piping and pumping between manholes or other locatio

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0398

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 5: Acquisition, installation, and removal of inflatable plugs f

Description: Acquisition, installation, and removal of inflatable plugs f

Item: INFLATABLE PLUGS (30" TO 35" PIP) Acquisition, installation, and removal of inflatable plugs f

Commodity Code: 906-38 General Construction - Architectural

Quantity: 362.6000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: Acquisition, installation, and removal of inflatable plugs f

Description: Acquisition, installation, and removal of inflatable plugs f

Item: INFLATABLE PLUGS (36" TO 47" PIP) Acquisition, installation, and removal of inflatable plugs f

Commodity Code: 906-38 General Construction - Architectural

Quantity: 597.1000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessment

**Charges
Allowed:**

Line 7: Acquisition, installation, and removal of inflatable plugs f

Description: Acquisition, installation, and removal of inflatable plugs f

Item: INFLATABLE PLUGS (48" TO 96" PI Acquisition, installation, and removal of inflatable plugs f

Commodity Code: 906-38 General Construction - Architectural

Quantity: 180.2500 **Unit of Measure:** EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 8: Acquisition, installation, and removal of brick/concrete plu

Description: Acquisition, installation, and removal of brick/concrete plu

Item: BRICK & CONCRETE PLUGS (36" TO 4 Acquisition, installation, and removal of brick/concrete plu

Commodity Code: 906-38 General Construction - Architectural

Quantity: 170.6000 **Unit of Measure:** EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 9: Acquisition, installation, and removal of brick/concrete plu

Description: Acquisition, installation, and removal of brick/concrete plu

Item: BRICK & CONCRETE PLUGS (48" TO 9 Acquisition, installation, and removal of brick/concrete plu

Commodity Code: 906-38 General Construction - Architectural

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Quantity: 51.5000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 10: 30 inch to 35 inch in diameter. Critical Rating (CR) = 3. Se

Description: 30 inch to 35 inch in diameter. Critical Rating (CR) = 3. Se

Item: CLEANING OF STORMWATER GRAVITY M 30 inch to 35 inch in diameter. Critical Rating (CR) = 3. Se

Commodity Code: 906-38 General Construction - Architectural

Quantity: 37,661.5000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 11: 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. Se

Description: 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. Se

Item: CLEANING OF STORMWATER GRAVITY M 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. Se

Commodity Code: 906-38 General Construction - Architectural

Quantity: 84,768.5000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 12: 47 inch to 96 inch in diameter. Critical Rating (CR) = 5. Se

Description: 47 inch to 96 inch in diameter. Critical Rating (CR) = 5. Se

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessment

Item: CLEANING OF STORMWATER GRAVITY M 47 inch to 96 inch in diameter. Critical Rating (CR) = 5. See

Commodity Code: 906-38 General Construction - Architectural

Quantity: 71,457.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 13: 30 inch to 35 inch in diameter. Critical Rating (CR) = 3.SPE

Description: 30 inch to 35 inch in diameter. Critical Rating (CR) = 3.SPE

Item: HEAVY CLEANING OF STORMWATER GRA 30 inch to 35 inch in diameter. Critical Rating (CR) = 3.SPE

Commodity Code: 906-38 General Construction - Architectural

Quantity: 11,298.4500

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 14: 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. Se

Description: 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. Se

Item: HEAVY CLEANING OF STORMWATER GRA 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. Se

Commodity Code: 906-38 General Construction - Architectural

Quantity: 25,430.5500

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 15: 48 inch to 96 inch in diameter. Critical Rating (CR) = 5. See

Description: 48 inch to 96 inch in diameter. Critical Rating (CR) = 5. See

Item: HEAVY CLEANING OF STORMWATER GRA 48 inch to 96 inch in diameter. Critical Rating (CR) = 5. See

Commodity Code: 906-38 General Construction - Architectural

Quantity: 21,437.1000 **Unit of Measure:** LF

Require Response: Yes	Price Breaks Allowed: No	Allow Alternate Responses: No
Add On Charges Allowed: No		

Line 16: 30 inch to 35 inch in diameter. Critical Rating (CR) = 3. See

Description: 30 inch to 35 inch in diameter. Critical Rating (CR) = 3. See

Item: CLOSED CIRCUIT TV INSPECTION (CC 30 inch to 35 inch in diameter. Critical Rating (CR) = 3. See

Commodity Code: 906-38 General Construction - Architectural

Quantity: 26,363.0500 **Unit of Measure:** LF

Require Response: Yes	Price Breaks Allowed: No	Allow Alternate Responses: No
Add On Charges Allowed: No		

Line 17: 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. See

Description: 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. See

Item: CLOSED CIRCUIT TV INSPECTION (CC 36 inch to 47 inch in diameter. Critical Rating (CR) = 4. See

Commodity Code: 906-38 General Construction - Architectural

Quantity: 59,337.9500 **Unit of Measure:** LF

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Require Response:	Yes	Price Breaks Allowed:	No	Allow Alternate Responses:	No
Add On Charges Allowed:	No				

Line 18: 48 inch to 96 inch in diameter. Critical Rating (CR) = 5. S

Description: 48 inch to 96 inch in diameter. Critical Rating (CR) = 5. S

Item: CLOSED CIRCUIT TV INSPECTION (CC 48 inch to 96 inch in diameter. Critical Rating (CR) = 5. S

Commodity Code: 906-38 General Construction - Architectural

Quantity: 50,019.9000 **Unit of Measure:** LF

Require Response:	Yes	Price Breaks Allowed:	No	Allow Alternate Responses:	No
Add On Charges Allowed:	No				

Line 19: Unit price for cleaning of stormwater structures includes al

Description: Unit price for cleaning of stormwater structures includes al

Item: CLEANING OF CATCH BASINS, INLETS Unit price for cleaning of stormwater structures includes al

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,036.0000 **Unit of Measure:** EA

Require Response:	Yes	Price Breaks Allowed:	No	Allow Alternate Responses:	No
Add On Charges Allowed:	No				

Line 20: Unit price for cleaning of stormwater structures includes al

Description: Unit price for cleaning of stormwater structures includes al

Item: CLEANING OF CATCH BASINS, INLETS Unit price for cleaning of stormwater structures includes al

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,706.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 21: Unit price for cleaning of stormwater structures includes al

Description: Unit price for cleaning of stormwater structures includes al

Item: CLEANING OF CATCH BASINS, INLETS Unit price for cleaning of stormwater structures includes al

Commodity Code: 906-38 General Construction - Architectural

Quantity: 515.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 22: Using Dewatering Pumps - SPECIFICATION SECTION 02240

Description: Using Dewatering Pumps - SPECIFICATION SECTION 02240

Item: DEWATERING Using Dewatering Pumps - SPECIFICATION SECTION 02240

Commodity Code: 906-38 General Construction - Architectural

Quantity: 25.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 23: Furnish and install synthetic bales for erosion control duri

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessment

Description: Furnish and install synthetic bales for erosion control duri

Item: SYNTHETIC BALES Furnish and install synthetic bales for erosion control duri

Commodity Code: 906-38 General Construction - Architectural

Quantity: 200.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 24: Furnish and install sediment barriers for erosion control du

Description: Furnish and install sediment barriers for erosion control du

Item: SEDIMENT BARRIER Furnish and install sediment barriers for erosion control du

Commodity Code: 906-38 General Construction - Architectural

Quantity: 300.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 25: Furnish and install stacked silt fence for erosion control d

Description: Furnish and install stacked silt fence for erosion control d

Item: STAKED SILT FENCE Furnish and install stacked silt fence for erosion control d

Commodity Code: 906-38 General Construction - Architectural

Quantity: 300.0000

Unit of Measure: LF

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Add On No
Charges
Allowed:

Line 26: Furnish and install rock bags for controlling siltation at c

Description: Furnish and install rock bags for controlling siltation at c

Item: ROCK BAGS Furnish and install rock bags for controlling siltation at c

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 115.0000 **Unit of** EA
Measure:

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

Add On No
Charges
Allowed:

Line 27: Furnish and install a floating silt barrier for erosion cont

Description: Furnish and install a floating silt barrier for erosion cont

Item: FLOATING SILT BARRIER/ TURBIDITY Furnish and install a floating silt barrier for erosion cont

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 1,000.0000 **Unit of** LF
Measure:

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

Add On No
Charges
Allowed:

Line 28: Conduct and provide Record Drawings or "As-Builts" - A set o

Description: Conduct and provide Record Drawings or "As-Builts" - A set o

Item: SURVEY WORK Conduct and provide Record Drawings or "As-Builts" - A set o

Commodity 906-38 General Construction - Architectural
Code:

Event # 354-0: Re-Bid Annual Stormwater Infrastructure Cleaning & Assessmen

Quantity: 500.0000

Unit of Measure: HR

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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

BID/EVENT NO. 354

PROJECT NO. P12888

**Annual Stormwater
Infrastructure Cleaning,
Inspections, and
Surveying (Re-Bid)**



MICHELLE LEMIRE, PROCUREMENT ADMINISTRATOR
Telephone: (954) 828- 6167 E-mail: mlemire@fortlauderdale.gov

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

CITB Questionnaire Sheet
CITB Specific References
CITB Trench Safety
Non-Collusion Statement
Non-Discrimination Certification Form
E-Verify Statement
Construction Bid Certification Page
Affidavit of Compliance with Foreign Entity Laws
Affidavit of Compliance with Anti-Human Trafficking Laws

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **Monday, September 16, 2024**, and opened online immediately thereafter at 101 Northeast 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301, for **BID/EVENT NO.,354, PROJECT NO., P12888, Annual Stormwater Infrastructure Cleaning, Inspections, and Surveying (Re-Bid)**.

All openings will be held on the [City's on-line strategic sourcing platform](#). Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with Wi-Fi access. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

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

This project is located City-wide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, cleaning and conducting video inspections and condition assessments of critical stormwater infrastructure located throughout 10 watersheds in the City following the National Association of Sewer Service Companies (NASSCO) standards and guidelines.

Drawing Plans:

There are no drawing plans for this Project.

Licensing Requirements: Possession of a Certified Underground Utility and Excavation Contractor, Certified General Contractor, or any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation is required.

Contractor must have NASSCO PACP/MACP certified team members, GIS technicians, and Professional Surveyor(s) licensed in the State of Florida.

NOTE: Payment on this contract will be made by Check.

Pre-Bid Meeting/Site visit:

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

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

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **TEN percent (10%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Bid Bonds:

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

- 1) Bidders may submit bid bonds **electronically** directly through the City's online strategic sourcing platform using **Surety 2000**.
- 2) Bidders may **upload** their executed bid bond on the City's online strategic sourcing platform to accompany their electronic bids and **deliver** the original, signed and sealed hard copy to the Finance Department, Procurement Services Division, 101 Northeast 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **within five (5) business days** after bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 3) Bidders may **upload** their executed bid bond on the City's online strategic sourcing platform to accompany their electronic bids, and **mail** the original, signed and sealed hard copy to the Finance Department, Procurement Services Division, 101 Northeast 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **within five (5) business days** after bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **hand deliver** their original, signed and sealed hard copy bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 101 Northeast 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope.
- 5) Bidders can **mail** their original, signed and sealed hard copy bid bond to the Finance Department, Procurement Services Division, 101 Northeast 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope. **NOTE: Bond must be received in Procurement and time stamped before bid opening.**

It will be the sole responsibility of the bidder to ensure that - its bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE CITY'S ONLINE STRATEGIC SOURCING PLATFORM.**

Certified Checks, Cashier's Checks and Bank Drafts:

These **CANNOT** be submitted via the City's online strategic sourcing platform, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 101 Northeast 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

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

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

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

Information on bid results and projects currently out to bid can be obtained on the City's website - <https://www.fortlauderdale.gov/procurement>. For general inquiries, please call (954) 828-5933.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

FORMS OF BIDS - Each bid and its accompanying statements **MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED**, and must show the name of the bidder and a statement as to its contents. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

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

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

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

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

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

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

price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

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

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

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

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

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

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

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

REJECTION OF BIDS - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will

be rejected, if there is reason to believe that collusion exists among bidders. A bid will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best in the interests of the City.

BID PROTEST PROCEDURE - Any bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link:

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

The complete protest ordinance may be found on the City's website at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

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

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

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

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

DRAWING PLANS - There are no drawing plans for this Project.

SURETY BOND - The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (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 successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2023), written by a Corporate Surety company, holding a Certificate of

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

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

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

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

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

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

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes (2023).

RESERVATION FOR AWARD AND REJECTION OF BIDS - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms,

conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

LOCAL BUSINESS PREFERENCE – Not applicable to this solicitation.

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE - Not applicable to this solicitation.

LOBBYING ACTIVITIES - **ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Sub-contractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or 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 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 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, always, 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 during which work is ordinarily carried out 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 the 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 subcontractor, 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 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 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, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

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

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

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

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

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding 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 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 always maintain courteous behavior 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. **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 always working condition and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

GC - 29 - 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 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 - 30 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at the Utility Billing Office, 700 Northwest 19th Avenue, Fort Lauderdale, Florida 33311. With the paid receipt, Contractor can pick up hydrant meter at the utility billing 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 Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), 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 (2024), 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 (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), 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 (2024), 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) (2023), 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 (2023).

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 (2023) (“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 (2023).

Any language contained in the Bidder’s response to the Solicitation purporting to require confidentiality of any portion of the Bidder’s response to the Solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (2023) (“Public Records Laws”), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07 (2023). The City shall be the final arbiter of whether any information contained in the Bidder’s response to the Solicitation constitutes a Trade Secret. The City’s determination of whether an exemption applies shall be final, and the bidder agrees to defend, indemnify, and hold harmless the City and the City’s officers, employees, and agent, against any loss or damages incurred by any

person or entity because 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 because 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 bidder authorizes the City to publish, copy, and reproduce 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 (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

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

GC - 35 - NON-DISCRIMINATION - The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

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

GC - 36 - E-VERIFY - As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

(2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

GC - 37 - ANTI-HUMAN TRAFFICKING - As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

SPECIAL CONDITIONS

01. PURPOSE

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

02. TRANSACTION FEES

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

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through the City's online strategic sourcing platform, www.INFOR.com, and that any bid security reaches the City of Fort Lauderdale, Procurement Services Division, 101 North East 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.** In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) inputted electronically into the System by the bidder shall govern.

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Michelle Lemire, Procurement Administrator, at (954) 828-5139 or email mlemire@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

05. CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date specified in the Notice To Proceed given by the City and shall expire **FIVE (5)** years from that date. The City reserves the right to extend the contract for **TWO (2)** additional **TWO (2)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **N/A** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than two hundred and seventy (270) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration, nor will any new work be performed after that date.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or Nine (9) years from effective date of the agreement, whichever comes first. All task orders issued before the contract termination must be completed under this contract even if the contract has expired.

06. BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for **TEN percent (10%)** of the bid amount, made payable to the City of Fort Lauderdale, shall accompany each offer.

07. REQUIRED LICENSES/CERTIFICATIONS

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

Certified Underground Utility and Excavation Contractor licensed in the State of Florida.

OR

Certified General Contractor licensed in the State of Florida

OR

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

AND

Contractor must have NASSCO PACP/MACP certified team members, GIS technicians, and Professional Surveyor(s) licensed in the State of Florida.

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor shall have previous experience in cleaning and conducting CCTV inspections of large stormwater piping and structures, utilizing GraniteNet Software CUES, Inc. electronic format (or approved equal format), and following the National Association of Sewer Service Companies (NASSCO) standards and guidelines.

The contractor(s) shall have at least five (5) years previous experience in surveying & inspection of large stormwater infrastructure (36" to 96" pipe diameter) in the State of Florida within the last ten (10) years. Bidders shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

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

09. BID ALLOWANCE

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

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

Contingency	\$
Additional labor contingency	\$200,000

TOTAL	\$200,000
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10. INSURANCE REQUIREMENTS *(See Article 10, Bonds and Insurance, of the Contract for details)*

INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

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

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

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

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

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

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

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

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

A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate

or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

11. PERFORMANCE AND PAYMENT BOND: 100%

12. NUMBER OF AWARDS ANTICIPATED

The City may award up to **four (4)** Contracts to responsive and responsible contractors providing the lowest bid amounts in sequential order. The selected contractors will receive Task Orders during the effective term of the contract. **Each Task Order shall require surety bonds equal to 100% of the Task Order total.** (See complete Performance bond requirements under Article 10 of the Sample Agreement.

13. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as **Elkin Diaz** whose address is 101 North East 3rd Ave, Suite 1410, Fort Lauderdale, Florida 33301-1016, telephone number: (954) 828-6539, and e-mail address is ediaz@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work of an executed task order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **five hundred dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

15. PAYMENT *(See Article 7, Payment, of the Contract for other details)*
Payment on this Contract will be made by check.

16. WORK SCHEDULE (including overtime hours):

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

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

17. INSPECTION OVERTIME COST: \$170/hr.

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

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

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 354, Project Number P12888, which was opened on _____; and

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

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

ARTICLE 1 – DEFINITIONS

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

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

- 1.7 Change Order - A written order, executed by both Parties, to the CONTRACTOR and approved by the CITY authorizing a revision of this Agreement between the CITY and CONTRACTOR that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

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

- 1.10 Contract Price – The amount established in the bid submittal and award by the City's City Commission, as may be amended by Change Order.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the work.

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

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

ARTICLE 2 – SCOPE OF WORK

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

Re-Bid Annual Stormwater Infrastructure Cleaning, Inspections, and Surveying
ITB #354 Project Number P12888

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

This project is located City-wide in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, cleaning, conduct video inspections and condition assessments of critical stormwater infrastructure located throughout 10 watersheds in the City following the National Association of Sewer Service Companies (NASSCO) standards and guidelines.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Elkin Diaz, PE, whose address is 101 NE 3 Ave, Ste 1410, 14th Floor, Fort Lauderdale, FL 33301, telephone number is (954) 828-6539, and email address is ediaz@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [] to [] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.

- 4.7 Plans/Drawings.
- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No. 354, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. 354, dated _____.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications, supplements, Task Orders, change orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any Additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated _____, and any attachments.
- f. Invitation to Bid No.354, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No.354, dated _____.
- h. Schedule of Values.
- i. Schedule of Completion.

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

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire five (5) years from that date. The City reserves the right to extend the contract for two (2) additional two (2) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities upon receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with the Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than two hundred and seventy (270) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7 based on the value of the executed Task Orders issued for this Contract.
- 6.2 The Parties expressly agree that the Contract Price is a unit price contract, in accordance with those line items' unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and

actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders during the period of this Contract.

- 6.3 The Contract Price constitutes the total compensation payable to Contractor for the cumulative value of each executed Task Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

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

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor by check.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of each Task Order and associated Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order.

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

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under each Task Order, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Task Order and all other matters which can in any way affect the Work, schedule, or the cost thereof under the Task Order and associated Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Task Order Work can be completed for the Proposed Price submitted and within the timeframe agreed upon within each Task Order.

- 8.5 Contractor has made or cause to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work under each Task Order at the Contract Prices, within the Contract Time of the specified Task Order and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data related to each Task Order with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents related to each Task Order and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents for each Task Order. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.
- 8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or terminate the Agreement in accordance with Article 17.
- 8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work under each Task Order.
- 8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.
- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday. Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$170.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.
- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.
- The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project

Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

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

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

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

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

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

8.18 Safety and Protection:

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

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

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

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

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

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

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

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

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

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal,

transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance including asbestos located, transported, or present on, under, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

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

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

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

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

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

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

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

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

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall

be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

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

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

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

ARTICLE 10 – BONDS AND INSURANCE

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

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

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

or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

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

10.3 Insurance

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

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

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

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

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

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

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

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

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

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS,

CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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

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

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

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

ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.

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

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

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

any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

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

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

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

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

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a fully executed Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price

between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.

- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for five (5) years from the date of Commission award subject to two (2) two (2) year renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work of an executed Task Order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each Task Order for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly

attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

- 17.2 City's Right to Terminate Task Order: The City may terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:

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

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

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

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

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18 – DISPUTE RESOLUTION

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

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

ARTICLE 19 – NOTICES

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

To the City:

Elkin Diaz
Public Works Department
City of Fort Lauderdale
101 North East 3rd Ave, Suite 1410
Fort Lauderdale, FL 33301
Telephone: (954) 828-6539
E-mail: ediaz@fortlauderdale.gov

With a copy to:

City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1605
Fort Lauderdale, FL 33301

To the Contractor:

Telephone: _____
E-mail: _____

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28 (2022), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY**

FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

ARTICLE 22 – MISCELLANEOUS

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

22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), 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 (2024), 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 (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), 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 (2024), as may be amended or revised.

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

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

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

22.10 Public Records

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

Contractor shall:

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

22.12 Non-Discrimination

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of

Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.13 E-Verify

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

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated 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 contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in 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. Contractor 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.

22.14 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

Project Name
(Contractor)
Project #

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
SUSAN GRANT
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

By: _____

Print Name: _____

Print Name

Title: _____

ATTEST:

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, 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: _____

PART IV – TECHNICAL SPECIFICATIONS

Annual Stormwater Infrastructure Cleaning, Inspections, and Surveying (Re-Bid)

Project No. P12888

4.0 GENERAL SPECIFICATIONS

The City of Fort Lauderdale, Public Works Department Sustainability Division, is soliciting bids from qualified bidders, hereinafter referred to as Contractor, in accordance with the terms, conditions, and specifications contained in this Invitation Bid (ITB). The work includes, but is not limited to, to provide labor, equipment, materials, transportation and disposal for the cleaning, inspection, and surveying of critical City-owned catch basins, stormwater mains, manholes, outfalls, drainage ditches, drainage wells, junction boxes, as well as scheduled stormwater infrastructure cleaning for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). The major desired outcomes include ensuring the conveyance capacity of major stormwater pipes and a report of the Condition Index of each pipe inspected following the National Association of Sewer Service Companies (NASSCO) standards and guidelines.

4.0.1 Permits, Taxes, Licenses and Fees

The successful bidder(s) shall at his or her own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws and rules and regulations that may apply to the services provided under this contract. Copies of all required licenses or registrations should be included with bidder's proposal or upon request of the City, and on an annual basis thereafter.

4.0.2 Operational Plan

Contractors shall provide all equipment, transportation, materials, and labor needed to accomplish the work. It is the Contractor's responsibility to identify what equipment is needed to perform the required work, which may vary based on the amount of debris or sediment and the type of infrastructure being cleaned. The City shall have final approval of the Contractor's operational plan and reserves the right to request changes that are in the best interests of the City.

Contractor shall develop and submit an operational plan to the City as a part of their bid response. Prior to any work taking place, the Contract Coordinator or designee will approve the operational plan and develop a timeline for the work with the Contractor.

Operational plan shall include the following:

- a. Company overview including management staff
- b. Supervisor(s) assigned to oversee the work and communicate with the Contract Coordinator and City staff as needed
- c. Equipment available and to be used to perform the work including make, model, year and function
- d. Approach to the project (Maintenance of traffic plan & how will crews be mobilized to perform services to optimize time on site, avoid rework, etc.)
- e. Safety plan (include Maintenance of Traffic- MOT, written safety policies and procedures)
- f. Information regarding the use of any Subcontractors including Subcontractor name, insurance information, and tasks to be performed
- g. Dewatering and disposal plan for all liquids, solids and special wastes including selected dewatering and disposal locations
- h. Communications of defective or broken catch basins, storm water lines, manholes, etc.
- i. Communicating catch basins, storm lines, manholes that are inaccessible and rescheduling work with staff
- j. Providing photo documentation, or CCTV video, or Sonar pipeline profiling in original file formats upon staff request

4.0.3 Emergency / Unscheduled Service Hours

Due to the nature of this contract, no emergency or unscheduled services are expected.

4.0.4 Scheduled Services

Day: 7:00 am to 6:00 pm. Night: 6:01 pm to 6:59am

4.0.5 Cleaning of Stormwater Structures (Catch Basins, Storm Manholes, Conflict structures, Junction Boxes, etc.)

- a. The Contractor shall perform field investigation prior to mobilizing to a work order site, so they can determine if stormwater plugs and/or by-pass pumping are needed, including the appropriate quantities,

size, and material of the plugs/pumps, to perform the cleaning and inspection work of a structure. This item includes cost of any disposal of pumped water following regulatory standards. If it is deemed necessary by City, the Contractor shall install appropriately sized plugs at stormwater gravity main(s) going into a structure to minimize the flow of water going into the structure and allow the cleaning and inspection work of the structure. Plugs could be inflatable or temporarily constructed at jobsite with bricks and concrete mud to allow work to be completed. It is the responsibility of the Contractor to remove the plugs after the work is completed and have the City carry out a final inspection. Cost of acquisition, installation, and removal of stormwater plugs and/or by-pass pumping shall be made in separate line item(s) and not as part of the cost of this line item.

- b. Remove catch basin grate, remove pollution retardant baffle, clean catch basin by removing all debris, soils, organic matter and other miscellaneous debris, take a picture of the cleaned catch basin, and replace catch basin grate. This includes jet cleaning any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet and disposal.
- c. At the end of each work order, a list and a marked-up location map showing all catch basins that have been cleaned shall be submitted by the Contractor to the City Contract Manager, indicating the day of cleaning or maintenance work completion. A copy of the storm map with the date next to each catch basin indicating when it was cleaned shall be submitted to the Contract Manager as back up documentation prior to submitting the work order pay application.
- d. Contractor shall also provide a marked-up map identifying any inlets/catch basins/structure that could not be cleaned due to either accessibility or maintenance issues. The City Contract Manager shall be informed of such locations on the same day the deficiency is discovered by the Contractor, so he/she may request that the identified catch basin be cleaned at a later date.
- e. Contractor shall document any broken or defective catch basins and shall notify the City Contract Manager, or designee, of any such identified catch basins at the end of the working day with photos depicting the defect or damage.
- f. Contractor shall take photographs of cleaned catch basins shall be submitted to the City Contract Manager or designee electronically once work is completed, or upon request of the City. Photographs shall be in electronic JPG format in a media approved by the City. Files shall be labeled with the City assigned stormwater asset ID

number and correspond to the map or plan for each work order assigned under this contract.

- g. Contractor shall identify all catch basins after they have been cleaned by marking them with a green painted dot on the face of the curb or next to the catch basin grate (or other method approved as equal).

4.0.6 Cleaning of Stormwater Piping, Storm Lines, Outfalls, and Drainage Ditches

- a. The Contractor shall perform field investigation prior to mobilizing to a work order site, so they can determine if stormwater plugs and/or by-pass pumping are needed, including the appropriate quantities, size, and material of the plugs/pumps, to perform the cleaning and inspection work of a stormwater main. Contractor shall install appropriately sized plugs at stormwater gravity main(s) to minimize the flow of water and allow the cleaning and inspection work of the pipe(s). Plugs could be inflatable or be temporarily constructed at jobsites with bricks and concrete mud to allow work to be completed. It is the responsibility of the Contractor to remove the plugs after the work is completed and have the City carry out a final inspection. Cost of acquisition, installation, and removal of stormwater plugs and/or by-pass pumping shall be made in separate line item(s) and not as part of the cost of this line item. This item includes cost of any disposal of pumped water following regulatory standards.
- b. Completely flush all stormwater mains, outfalls, and ditches of debris and accumulated sediment. This item also includes appropriate disposal of vacuumed stormwater debris following regulatory requirements.
- c. At the end of each workday, Contractor shall develop a list and marked-up map(s) of the stormwater assets to be cleaned and submit to the City Contract Manager. When all stormwater piping, outfalls, and ditches have been cleaned, a copy of the map with the date next to each item indicating when it was cleaned, shall be updated reflecting progress and submitted to the City Contract Manager or designee (or other method approved as equal).
- d. Identify stormwater piping, outfalls, and ditches that cannot be cleaned due to accessibility or maintenance issues. City Contract Manager or designee shall be informed of such storm locations (on the same day they're discovered) and may request that it be cleaned at a later date.

- e. Document any broken or defective stormwater piping, outfalls, and ditches. Contractor shall notify the City Contract Manager or designee of any such identified stormwater piping, outfalls, and ditches at the end of the working day.
- f. Take photographs/video of cleaned stormwater piping, outfalls, and ditches to be submitted to the City Contract Manager or designee electronically once work is completed, or upon request of the City. Photographs shall be in electronic JPG format in a media approved by the City. Contractor shall use Closed Circuit Television (CCTV) inspection of the stormwater system to provide a means of visually assessing the condition of the system. Videos shall be provided in DVD format. Files shall be labeled with unique identifiers and correspond to the storm plans or maps for each work order or as provided by the City for work assigned under this contract.
- g. Clear outfall blockages, including dredging of sediment or debris from the water side.

4.0.7 Conducting CCTV (Closed Circuit Television) Inspections

This project will require selected Contractor(s) to use temporal stormwater plugs (inflatable, concrete plugs, or other) to isolate stormwater trunk lines of large diameter and/or install by-pass stormwater flow system as necessary to conduct video inspections (CCTV) of City-owned critical stormwater assets utilizing CUES GraniteNet CCTV software and following the National Association of Sewer Service Companies (NASSCO) standards and guidelines.

The City of Fort Lauderdale, through its Public Works Department, uses City-owned CUES GraniteNet CCTV software and equipment as tools to inspect its stormwater infrastructure. Therefore, the City will request the Contractor to perform CCTV inspections of this infrastructure utilizing the same CUES GraniteNet software.

Contractor shall provide:

- a. CCTV inspections of large stormwater piping and connected structures, in standard NASSCO PACP v7 exchange format using GraniteNet Software CUES, Inc. and following the NASSCO standards and guidelines. Each video will need to be formatted per City's requirements, utilizing City designated stormwater asset IDs.
- b. CCTV camera shall be moved through the pipe at a steady pace per NASSCO guidelines (not to exceed 30 feet per minute) and centered

in the middle of the pipe.

- c. City will provide Contractor with a Work Order (WO) that will include request for CCTV inspection services.
- d. CCTV inspections shall occur on a schedule approved by the City Contract Manager for each work order.
- e. CCTV inspection reports shall include any field findings of the existing stormwater infrastructure in marked-up LEGIBLE maps (markups) to be reviewed by the City Project Manager or designated engineer.
- f. Each markup map shall include:
 - o Date of field work
 - o Names of Contractor's personnel responsible for the completed work
 - o Stormwater Asset ID #s per City GIS Stormwater Layer (this includes structures, gravity mains, outfalls, etc.)
 - o Mark-ups of Contractor's field findings shall be done in a legible and clear manner.
 - o If mark-ups are not legible, or have been damaged, it will be the responsibility of the Contractor to reproduce their fieldwork and/or mark- up map(s) at no extra cost to the City.
- g. City Project Manager, or designated engineer, will review Contractors' deliverables (CCTV reports, original video files, and mark-ups) and shall approve or reject and send back comments to Contractor for recheck until all work order requirements are met per contract's specifications.

4.0.8 Conducting Multi-sensor Pipeline Inspections with 2D / 3D Sonar or Laser Technology

This project will require selected Contractor(s) to perform Multi-sensor Pipeline Inspections of large stormwater pipelines flowing full of water (submerged). Contractor(s) are expected to review field conditions and to follow City Contract Manager or Engineer's directives to perform condition assessment of submerged stormwater pipeline utilizing 2D & 3D sonar or laser pipeline profiling with multi-beam imaging technology to create high definition images/profiles utilizing a float raft, tractor platform, Remotely

Operated Vehicle (ROV) or approved equal method.

The results of the 2D / 3D Sonar or Multi-sensor Pipeline Inspections **Multi-sensor Pipeline Inspections** shall allow three-dimensional modeling of subsurface pipelines, culverts, outfalls, as well as real time measurement or defects, pipe size, and debris. Sonar/Laser profiling reports and electronic files shall be provided to CITY in original file formats and PDF hard copies as determined by City Manager or Engineer.

Equipment for Multi-sensor Pipeline Inspections shall be owned or leased by contractor and calibrated, used (survey rates, 360 degrees, and deployed per manufacturer's specifications.

Multi-sensor Pipeline Inspections logs shall be maintained by the contractor utilizing City's stormwater assets' Identification Nomenclature. Each stormwater line segment shall have a separate inspection record, and combining multiple segments on one form or digital record is not permitted. The files of all digital records shall be delivered to City in accordance with the approved City's naming format.

Multi-sensor Pipeline Inspections shall be paid at the price bid per linear foot for the various pipe sizes inspected. Measurement of the actual number of feet inspected shall be made from center manhole to center manhole (or structure). When a partial line segment is inspected, measurement of inspection shall be made from center manhole to termination point of actual inspection as approved by City or assigned engineer inspector.

4.0.9 Dewatering and Disposal Plan

Sediment, waste materials and liquids collected in the stormwater system often contain petroleum, heavy metals and organic matter. As a result, testing or analysis requirements for the destination disposal or treatment facility may be required if required by City. All testing or analyses are the responsibility of the Contractor. Costs for testing/analysis and all costs related to disposal are the responsibility of the Contractor.

- a. The dewatering plan shall follow National Pollutant Discharge Elimination System (NPDES) MS4 Permit for the City of Fort Lauderdale. It shall include stormwater plug(s), their location(s), and by-pass flow system(s) where appropriate.
- b. A plan should be formulated for collecting and disposing of sediment, waste materials and liquids while on site. It should identify:
 - Locations for trash and waste receptacles/equipment and establish a specific collection or hauling schedule.
 - Methods for the ultimate disposal of waste; should be

- specified and carried out according to applicable local and state health and safety regulations.
 - Special provisions should be made for the collection, storage, and disposal of liquid waste and toxic or hazardous materials.
 - Receptacles/equipment and other waste collection areas should be kept neat and orderly to the extent possible. Dumpsters/equipment shall be covered to prevent rainwater from entering.
 - Waste should not be allowed to overflow its container or accumulate for excessively long periods.
- c. All collected sediment, waste materials and other matter shall be properly disposed off-site after it has been dewatered according to NPDES requirements. Decanting liquids back into the stormwater system or sanitary sewer is strictly prohibited.
 - d. Provide appropriate disposal of petroleum, contaminated water/oil (liquid phase) in accordance with the Florida Environmental Protection Agency (FDEP) regulations.
 - e. Provide appropriate disposal of petroleum contact solids (solid phase) in accordance with the FDEP regulations.
 - f. Provide appropriate decontamination as needed in order to maintain the safety of site workers and storm water infrastructure in accordance with the FDEP regulations.

4.0.10 Equipment

Contractor is responsible for providing equipment that will thoroughly clean all debris and materials at the bottom of the catch basins, stormwater piping, manholes, and junction boxes as well as determining the type of stormwater plug(s), locations, and by-pass systems. Equipment needed will include, but may not be limited to, vacuum trucks, closed circuit television monitoring, hydro jets, silt fences, stormwater plugs, by-pass systems, filter fabric, and debris and liquid waste hauling vehicles. All equipment shall be clearly marked with the Contractor's company name and phone number, along with a unique truck number or other identifier. All equipment to be used shall comply with Florida Department of Transportation (FDOT) regulations, be free of leaks, shall be covered if hauling any debris and be maintained according to the manufacturer's specifications. The City reserves the right to require the removal and replacement of any vehicle that is found to be improperly functioning, leaking or in poor condition.

4.0.11 Employees

All employees should be provided with identification (uniform, employee badge, business card, etc.) that reflects they are authorized to perform work for the Contractor. Contractor shall provide any and all personal protective equipment (PPE) required for the work being performed, including high-visibility outerwear, in compliance with OSHA regulations. (www.osha.gov) City reserves the right to stop work should the Contractor fail to provide appropriate PPE.

4.0.12 Maintenance of Traffic (MOT)

Contractor shall prepare and obtain adequate permits to set up Maintenance of Traffic (MOT) work under this contract according to the American Public Works Association Uniform Color Codes (<https://www.apwa.net/Library/Resources/Uniform-Color-Code.pdf>).

Contractor will call Sunshine 811 to obtain utility line location and clearance prior to any digging. All site storage, disposal, and cleanup will be maintained by the Contractor. City reserves the right to stop work should the Contractor fail to follow MOT or appropriately locate and mark utility lines prior to beginning work.

END OF SECTION

4.1 SECTION 02240 – DEWATERING / BY-PASS STORMWATER SYSTEM

Contractor shall:

4.1.1 This project will require selected Contractor(s) to use temporal stormwater plugs (inflatable, concrete plugs, or other) to isolate stormwater trunk lines of large diameter and/or install by-pass stormwater flow system(s) as necessary to conduct video inspections (CCTV) of City-owned critical stormwater assets – See **SECTION 02410**. Be responsible for preparation, installation, and operation of a dewatering system to dewater specified excavations.

- a. The dewatering system shall be prepared in accordance with the Best Management Practices (BMP's) adopted by FDEP.
- b. Inspection and control of dewatering system operations will be in accordance with the FDEP guidelines established in the Florida Erosion and Sediment Control Inspector's Manual (current edition).

4.1.2 Continuously manage and control water recharge in order to facilitate and not impede cleaning or CCTV activities of stormwater infrastructure at all times, including weekends, holidays, and during periods of work stoppages, and furnish and install, and operate, a contingency backup dewatering system to prevent work delays.

4.2 SUBMITTALS

Contractor shall:

4.2.1 Provide name, address, and phone numbers of all Subcontractors.

4.2.2 Submit a Dewatering/By-pass Best Management Practices (BMP) Plan prior to the start of cleaning or CCTV activities expected to include dewatering operations. The Plan shall provide detailed descriptions of dewatering procedures to be utilized to meet the requirements of this Section. Methodologies to control dewatering discharge contamination include, but are not limited to:

- a. Holding tanks of adequate size and volume.
- b. Well pointing systems.
- c. Sump pumping systems and related piping/appurtenances.
- d. Chemical precipitation of particulates.
- e. Filter systems and siltation controls.
- f. Outfall booms.

4.2.3 Provide a Site Health and Safety Plan and Activity Hazard Analysis (AHA) for contaminated soil as specified in FDOT Section 02250, affected soil and liquid disposal to include the following:

- a. A written description of the proposed method for temporary stockpiling, transportation, and disposal of all waste.
- b. Copy of permits for disposal facilities.
- c. Certification of disposal of all waste.
- d. Directions to the nearest hospital and phone number.
- e. Emergency contact phone numbers.
- f. Laboratory analyses and sampling plan required for transportation and disposal of all wastes in accordance with applicable federal, state, and local requirements.

4.2.4 Upon Completion of Remediation Activities, the following shall be provided:

- a. Copy of manifests for all waste leaving the site.
- b. Copy of the laboratory analyses results from all sampling activities.
- c. Copy of closure reports that may be required.

4.3 SURFACE WATER CONTROL

Contractor shall:

4.3.1 Remove surface runoff controls when no longer needed.

4.3.2 Seal off or berm catch basins in the area(s) where CCTV activities would require it in order to perform the video inspection of stormwater facilities.

4.3.3 Drain all inlets or catch basins used for dewatering discharge shall be provided with silt and sediment removal barriers as approved by the Project Manager.

- a. All barriers shall be cleaned regularly to avoid sediment discharge into the storm drain system.
- b. Cleaning or CCTV activities will be stopped at no cost to the CITY until sediment controls are properly maintained, installed, and in compliance with the dewatering permit.
- c. All barriers shall be removed upon issuance of a hurricane warning.

4.4 DEWATERING SYSTEMS

4.4.1 Prepare, furnish, install, operate, and maintain a dewatering system of sufficient size and capacity to permit cleaning or CCTV activities where required by City or necessary to complete a work order.

4.4.2 Dewatering systems shall include equipment and appurtenances as may be necessary, including system components or equipment, to successfully complete the required cleaning or CCTV work orders.

4.4.3 Open trench pumping may be permitted upon the approval of the CITY.

4.4.4 Prepare and Operate Dewatering Systems:

- a. To prevent loss of ground as water is removed.

- b. To avoid inducing settlement or damage to existing facilities, completed Work, or adjacent property.
- c. Avoid surface water pollution or discharge of sediment to storm drain systems or waterways.

4.4.5 Provide supplemental ditches and sumps only as necessary to collect water from local seeps. Discharge of water shall be conducted as approved by the local, state, and federal agencies and the CITY.

4.4.6 Provide controls to prevent surface water from entering private property or private storm systems.

4.5 PIPELINES UNDER WATER

4.5.1 In the event that it is found that the water in a pipe cannot be lowered by ordinary means, i.e., pumps, an alternative construction method (for pipe inspection and assessment) may be proposed by the Contractor.

Complete details, specifications, manufacturer's descriptive literature, installation lists and any other pertinent data regarding the proposed alternate method shall be submitted by the Contractor to the City Project Manager / Engineer for review & approval.

4.5.2 If the City Project Manager / Engineer approves the alternate method in writing, it may be used, so long as the Work is performed in a manner which, in the opinion of the city Project Manager / engineer, conforms to the method and procedure as set forth in the information supplied by the Contractor in his original application for use of an alternate method. The city Project Manager / engineer may revoke approval of the alternate method if at any time, in his opinion, the Work is not conforming to any applicable portion of these Specifications.

4.5.3 No pipeline shall be modified without approval of the CITY.

4.6 DISPOSAL OF WATER

4.6.1 Contractor shall collect, contained, and disposed of all water generated, pumped, or removed from stormwater facilities to an approved discharge point or facility, in accordance with Broward County Code of Regulation Sections 27-27, 27-193(a), 27- 193(b) (3)a, and 27-196. Contractor shall secure, obtain, and pay for all necessary local, state, and federal permits, licenses, fees, and or approvals to discharge water or perform onsite or offsite treatment and disposal. Treat water collected by dewatering operations as required by all regulatory agencies, prior to discharge.

4.6.2 Discharge water as permitted, and in regulatory compliance with Contractor obtained discharge permits/licenses.

- a. All discharge activities shall be performed so as to prevent silt and sediment discharge and eliminate any soil erosion or flooding, or

otherwise damage existing facilities, completed Work, or adjacent property.

- b. The maximum allowable turbidity of discharges to surface waters or storm drains will be 10 NTU's.
- c. Sump discharges cannot be discharged directly to storm drains or surface waters without treatment per City requirements.

4.6.3 Affected storm stormwater outfalls shall be protected with floating silt booms as approved by the Broward County Department of Environmental Planning and Protection (BCDPEP) and the Project Manager. All accumulated debris resulting from the dewatering discharge collected in the boom shall be removed on a daily basis.

4.6.4 Visible silt plumes emanating from the area around the outfalls will be considered a failure of the silt and sediment removal measures and may result in a Notice of Violation issued by the Broward County Resilient Environment Department (BCRED). The Contractor will be responsible for all fines associated with the violation of the dewatering permit conditions issued to the Contractor.

4.6.5 Failure to control dewatering discharges as described above and as detailed in the Florida Erosion and Sediment Control Inspector's Manual, may result in an order to cease dewatering operations until the discharge problems are corrected. No claims will be accepted for costs or delays associated with unacceptable dewatering discharge practices.

4.7 CONTAMINATED GROUNDWATER AND DISPOSAL REQUIREMENTS

4.7.1 If Contractor suspects, witnesses, or identifies, groundwater contamination at any time during the performance of the Work, Contractor shall notify the Project Manager immediately. Results will be obtained by the onsite mobile laboratory.

4.7.2 If analytical testing (by CITY or CITY-designated laboratory or Subcontractor) documents and indicates elevated concentrations above FDEP action levels (Chapter 62-777, Florida Administrative Code) as verified by the Project Manager, dewatering operations will be suspended until appropriate treatment and or construction measures can be implemented. Contractor shall not resume operations until notified to do so in writing by the Project Manager and construction of the remaining stormwater pipelines in that area will be installed in the wet or normal construction activities shall be resumed in other areas determined by the Project Manager. There shall be no delay or mobilization claim associated with moving to another project area unless all other Work has been completed. In addition, the local agency will be immediately notified via telephone and in writing by the CITY. Dewatering activities in the area

will not proceed until review of the matter with the local agency is resolved and written authorization is issued.

- 4.7.3** Treatment of the groundwater will include three options depending on the magnitude of the contamination in the trench or as determined by the Project Manager: Granular Activated Carbon (GAC) Treatment Vessels, Mobile Air Stripping Units, or Vacuum Truck Removal and Disposal or other method as approved by the Project Manager. The Contractor will provide a submittal list of all qualified groundwater remediation Subcontractors for GAC vessel treatment/portable air stripping unit and vacuum truck disposal including phone numbers, contact names, and addresses prior to start of construction. The selected groundwater treatment/recycling facility for hauling contaminated groundwater shall also be identified.
- 4.7.4** If contaminated groundwater in the dewatering trench is encountered, remediation operations will begin once local agency approval is obtained. Contaminated water will be disposed first into a high volume holding (FRAC) tank and then treated through a GAC unit/portable air stripper or recovered into vacuum hauling trucks for disposal.
- 4.7.5** Effluent water from the treatment system will be analyzed by the onsite mobile laboratory to confirm that concentrations are below regulatory limits. Effluent water will then be directed to a pre-approved alternative location as determined by local agency and/or the Engineer.
- 4.7.6** A Dewatering Plan describing the dewatering approach, groundwater monitoring, and remediation alternative is attached.

END OF SECTION

4.8 SECTION 02410 – STORMWATER FLOW BYPASS PUMPING SYSTEM

4.8.1 System Description

a. Performance Requirements:

- It is essential to the operation of the existing stormwater system that there is no interruption in the flow of stormwater throughout the duration of the Project. Contractor shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and backup units as required), conduits, and all necessary power to intercept the stormwater flow before it reaches the point where it would interfere with the Work, carry it past the Work, and return it to the existing stormwater downstream of the Work.
- Prepare, install and operate the temporary pumping system able to maintain stormwater flow around a work area of 1,000 linear feet (or less) of gravity main.
- Convey the stormwater safely past this Work area. Do not stop or impede the main flows under any circumstances.
- Maintain stormwater flow around the Work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will protect public and private property from damage and flooding.
- Protect water resources, wetlands, and other natural resources.

b. Design Requirements:

- Provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the stormwater can be safely diverted around the section to be replaced. The system operating pressure shall be as required to pump into the system.
- Install one bypass pump at each drainage structure to be bypassed. There shall be one back-up pump ready for immediate use in the event of any emergency or breakdown of any of the pumps. Each pumping location shall have provisions for immediate installation of a redundant pump without shutting the system down.
- Single discharge piping shall be provided for all bypass pumping operations. Each individual discharge pipeline shall be of adequate size to convey the required flow for the system's normal operating pumps.
- Prevent unauthorized access to the bypass pumping equipment, withdrawal drainage structure and discharge drainage structure.
- To minimize odors, install discharge piping to within 2 feet of the

drainage structure bottom and provide lockable security covers with an inspection door over all section and discharge structures. Covers can be made of $\frac{3}{4}$ inch plywood, securely fastened over the drainage structures.

- If Work has been scheduled and approved by CITY to be conducted at night, maintain onsite portable lights for emergency use only.
- Discharge must have an isolation valve and a check valve.
- Pump station cleanouts shall not be used for bypass pumping

4.8.2 SUBMITTALS

a. Drawings:

Plans and descriptions outlining all provisions and precautions regarding the handling of existing stormwater flows. This plan must be specific and complete including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and / or required to ensure proper protection of the facilities, including protection of public and private property from damage and flooding by surcharging of sewers. The plan shall include, but not be limited to details of the following:

- Staging area for pumps
- Stormwater plugging method and types of plugs
- Size, material, location, and method of installation of suction piping
- Size, material, method of installation, and location of installation of discharge piping
- Bypass pump sizes, capacity, and power requirements
- Calculations of static life, friction losses and flow velocity (pump curves showing pump operating range shall be submitted)
- Downstream discharge plan
- Method of protecting discharge drainage structures from surface water infiltration, erosion, and damage
- Pipe restraint methods and locations
- Section showing any suction and discharge pipe depth, embedment, select fill and special backfill where required
- Method of noise control for each pump
- Any temporary pipe supports, and anchoring required
- Plans for access to bypass pumping location

- Calculations for selection of bypass pumping pipe size
- Schedule for installation of and maintenance of bypass pumping lines
- Plan to indicate selected location of bypass pumping line and air valve locations
- Inventory of disinfection materials in case of spillage
- b. **Quality Control Submittals:**
 - Certification of vendor's compliance with qualifications included in article QUALITY ASSURANCE.
 - Weekly maintenance and inspection logs.

4.8.3 QUALITY ASSURANCE

- a. System operators to be full-time employees or specialized vendor with minimum 1-year experience in operating and maintaining bypass systems.
 - 1. Provide five (5) references from projects of similar size performed in the past three (3) years.
- b. Be responsible for any spillage that results in civil or criminal charges from any local, state or federal agency. Bear costs for these charges and any required restoration.

4.8.4 MAINTENANCE

- a. **Maintenance Service:**
Ensure that the temporary pumping system is properly maintained and that a responsible operator is present at the site at all times when pumps are operating.
- b. **Extra Materials:**
Spare parts for pumps and piping shall be kept onsite as necessary. Spare parts shall include, but not be limited to the following: Extra pipe for each size and repair materials for each bypass discharge line installed and backup pump.
- c. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

4.8.5 BYPASS PIPING MATERIALS

- a. **Header Piping:**
Header piping shall be used to connect the pumps to the discharge piping. The header shall be constructed of rigid pipe with positive, restrained joints with a total maximum length of 50 feet. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Header piping will only be allowed in short sections and by specific permission from the Project Manager or CITY.
- b. **Discharge Piping:**
Discharge piping shall be used from the connection at the header piping to

the discharge point. Discharge piping and fittings shall be PVC pressure Class 100 conforming to AWWA C-900 standards. At the beginning of the Project, all discharge piping shall be new or shall be successfully pressured testing at 1.5 times the maximum discharge pressure of the pumping system to be used for bypass pumping. Pressure test shall be conducted in the presence of a registered professional engineer in the state of Florida. Said engineer shall submit a report to the Project Manager stipulating the materials, methods and results of the test and recommendation for safe and reliable use on this project. Discharge piping may be re-used for subsequent flow bypass pumping system placements. However, the CITY or Project Manager at their sole discretion shall have the right to reject sections of discharge piping deemed by either of them to be unserviceable.

4.8.6 EQUIPMENT

- a. All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The primary and secondary pumps may either be electric or diesel. Pumps can be trailer mounted. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of flows.
- b. Provide the necessary stop / start controls and a visual alarm indicating a pump malfunction for each pump.
- c. The back-up pump shall be online, isolated from the primary system by a valve.
- d. Incorporate noise prevention measures for any and all equipment being used to insure minimum noise impact on the surrounding areas. If permission has been granted to the Contractor by CITY to work beyond normal work hours, the following provisions shall be followed:
 - Include hospital grade silencers or mufflers, equipment modifications and special equipment or sound barrier walls as necessary to limit noise levels below 55 decibels at a distance of 25 feet in the direction of any residential home for all diesel powered back up pumps.
 - In the event the Contractor fails to comply with maximum permissible noise level decibels in the operation of the flow bypass pumping system, the CITY or Project Manager may order the Contractor to stop operation of the flow bypass pumping system until such time as specified noise levels are achieved. The termination of the flow bypass pumping system for such reason shall not be the basis for any extension of Contract time nor for any claim for additional compensation.

4.8.7 PREPARATION

a. Precautions:

- Locate any existing utilities in the area selected to locate the bypass pipelines. Locate bypass pipelines to minimize any disturbance to existing utilities, traffic and pedestrian access and obtain approval of the pipeline locations from CITY, property owners, all utilities, and the Project Manager.

Manager prior to installation.

- Bypass pump all stormwater flows as necessary while performing Work and coordinate all bypass pumping operations with the Project Manager.

4.8.8 INSTALLATION

- a. Plugging or blocking of stormwater flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the stormwater flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- b. When working inside drainage structures, exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres and confined spaces.
- c. The bypass pipeline must be located off streets, sidewalks and shoulders of the roads. Contractor must obtain CITY's approval for method(s) used when the bypass pipeline crosses local streets and private driveways. Maintenance of traffic shall be in accordance with FDOT Section 010010, GENERAL REQUIREMENTS. Obtain approvals for placement of the temporary pipeline within public rights-of-ways.
- d. Protect the bypass discharge line from damage in the areas of backhoe operations. Protection shall be by either concrete jersey barriers, water filled barriers or wood timbers.
- e. Confine the bypass discharge pipeline to the area within the temporary construction area and permanent easement. Concrete barriers or timber Deadman posts can be used to confine the movement of the discharge pipeline during relocation.

4.8.9 FIELD QUALITY CONTROL

- a. **Test:** Perform a hydrostatic pressure test for each section of discharge piping with a maximum pressure equal to 1.5 times the maximum operating pressure of the system. The Project Manager or CITY shall witness the test to ensure that there are no leaks in the discharge piping prior to actual operation.
- b. Bypass pumping shall be supervised continuously by qualified onsite personnel during bypass operation.

4.8.10 CLEANING

- a. Stormwater remaining in the bypass discharge pipeline and / or pumping equipment shall be flushed with city water and discharged to a working stormwater before the bypass pumping system is broken down and moved to the next section. City water service must be protected by use of a backflow preventer.

- b. **Disturbed area:** Upon completion of the bypass pumping operation, clean up all areas disturbed by these operations, restoring same to a condition, including pavement restoration, at least equal to that which existed prior to the start of the Work.

END OF SECTION

FDOT SECTION 02660 – HEAVY CLEANING & ROOT REMOVAL

4.9 REQUIREMENTS

The work specified in this section includes all labor, materials, accessories, equipment and tools necessary for heavy cleaning and/or chemical root treatment, root removal and re- growth inhibition without damaging the trees, the environment, wildlife or any adjoining structure. All roots found in the stormwater line (mainline and service laterals) during CCTV (or sonar) inspections per FDOT Section 02136 TELEVISION SURVEY shall be chemically treated and/or removed as approved by City. This item includes cost of any disposal of pumped water following regulatory standards.

4.10 SUBMITTALS

4.10.1 The CONTRACOR shall submit the following in accordance with FDOT Section 01300 – SUBMITTALS:

- a. A specimen product label showing the United States Environmental Protection Agency (EPA) registration.
- b. A specimen product label indicating EPA approval of the products for stormwater lines.
- c. The manufacturer's recommended guidelines for proper mixing ratios for maximum daily use of materials.
- d. Material Safety Data Sheets (MSDS) for the product.

4.10.2 The above information data shall clearly indicate compliance with the specifications. The Contractor shall submit written exceptions to the specifications.

4.11 PRODUCTS

4.11.1 General

Materials shall be EPA registered and labeled for use in stormwater lines and acceptable to the state and local government agencies having jurisdiction over their use.

4.11.2 Chemical Root Treatment

- a. The chemical root treatment material shall be of a type which has documented record of satisfactory performance in stormwater pipelines. The active ingredient of the chemical root treatment shall be Dichlorbenil. This active ingredient for killing roots shall be an aquatically approved, non-systemic herbicide (Dichlorbenil), which will kill roots at low concentrations, but will not permanently affect parts of the plant distant from the treated roots. The active ingredient must be detoxified by natural chemical / biochemical processes following its use.
- b. The active ingredient for inhibiting root growth (Dichlorbenil) in stormwater lines shall inhibit root cell growth on contact but shall not be transported so as to damage other portions of the trees. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to provide protection for twelve

months.

- c. To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue.

4.11.3 Mechanical Root Removal

Roots shall be removed in the pipe segments to be rehabilitated by the installation of the cured-in-place liners. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines and equipment such as high velocity jet cleaners.

4.11.4 Chemical Grouting

This contract does not include chemical grouting work.

4.12 EXECUTION

4.12.1 All materials and mixing application procedures for chemical root treatment shall conform to the latest industrial standards and requirements and follow the recommendations of the manufacturer of the chemical root treatment material used.

4.12.2 After each segment of stormwater pipe has been inspected via the Preconstruction Survey, in accordance with FDOT Section 02136 TELEVISION SURVEY, all identified areas of root infestation shall be identified and approved by Project Manager before any root treatment and removal activities are performed. Root treatment and removal shall consist of chemical treatment followed by mechanical removal. Mechanical root removal shall not occur any less than 45 calendar days after chemical treatment has been accomplished. Stormwater line cleaning in preparation of pipelining as specified in FDOT Section 02650 PREPARATORY CLEANING, shall occur only after all root treatment and removal activities have been completed.

4.12.3 Mechanical root removal shall be performed by the Contractor and shall capture and remove all root material flush with the interior pipe wall. Root penetrations through pipe joints, holes or through other means, shall be sealed with chemical grout where openings are 1 inch in diameter or larger or as required by CITY.

4.12.4 Root tips are the principal growth areas and are the surfaces most effectively penetrated by root treatment chemicals. When the root tips are damaged or removed by stormwater line cleaning, chemical treatment will be less effective. Consequently, no cleaning shall be performed in lines prior to chemical root treatment unless extensive grease, root masses, or debris preclude proper application of this material.

4.13 FLOW CONTROL

Stormwater service shall not be interrupted during root treatment. In situations where it is necessary, the Contractor shall block / bypass flow in accordance with FDOT Section 02410, FLOW BYPASS PUMPING SYSTEM.

4.14 PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall use appropriate protective clothing and equipment as recommended by the manufacturer during the use and handling of the material.

4.15 MIXING PROCEDURES

All materials shall be delivered to the site in undamaged, unopened containers bearing the manufacturer's label. Mixing of the root treatment materials shall be done no more than 12 hours prior to use. The water used shall be clear and free of acid, alkali, oxidizing agents, oil, or other organic materials. Mixing water temperature shall be between 40 degrees F and 80 degrees F.

4.16 APPLICATION PROCEDURES

4.16.1 Where conditions permit, the volume of foam shall be sufficient to completely fill the air space above the flow, manhole to manhole. In all cases, the volume of foam delivered to the stormwater line shall be sufficient to attach to and penetrate all the root masses.

4.16.2 The foam shall be applied to sufficient pressure to penetrate a minimum of 5 feet into all laterals.

END OF SECTION

FROM FDOT SPECIFICATION SECTION 104 – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

104-1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the Plans or as may be directed by the Engineer.

104-2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

Due to unanticipated conditions, the Engineer may direct the use of control features or methods other than those included in the original Contract. In such event, the Department will pay for this additional work as unforeseeable work.

104-3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following

methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer. Obtain the Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

104-4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric in 985-3 unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

104-5 Preconstruction Requirements.

At the Preconstruction Conference, provide the Department an Erosion Control Plan meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project Erosion Control Plan will be governed by Section 104.

When a DEP generic permit is issued, the Contractor's Erosion Control Plan shall be prepared to accompany the Department's Stormwater Pollution Prevention Plan (SWPPP). Ensure the Erosion Control Plan includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. Do not begin any soil disturbing activities until Department approval of the Contractor's Erosion Control Plan, including required signed certification statements.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

When the SWPPP is required, prepare the Erosion Control Plan in accordance with the planned sequence of operations and present it in a format acceptable to the Department. The Erosion Control Plan shall describe, but not be limited to, the following items or activities:

For each phase of construction operations or activities, supply the following information:

- Locations of all erosion control devices
- Types of all erosion control devices
- Estimated time erosion control devices will be in operation
- Monitoring schedules for maintenance of erosion control devices
- Methods of maintaining erosion control devices
- Containment or removal methods for pollutants or hazardous wastes
- The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.

Submit for approval the Erosion Control Plans meeting paragraphs below:

Projects permitted by the South Florida Water Management District require the following:

- Obtain the Engineer's approval of the Erosion Control Plan.
- Do not begin construction activities until the Erosion Control Plan receives written approval from the Engineer.

Projects authorized by permitting agencies other than the Water Management Districts or projects for which no permits are required require the following:

- The Engineer will review and approve the Contractor's Erosion Control Plan.
- Do not begin construction activities until the Erosion Control Plan.
- Receives written approval from the Engineer. Comply with the approved Erosion Control Plan.

104-6 Construction Requirements.

104-6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, turf, sod, and other such permanent erosion control measures current in accordance with the accepted schedule.

Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 square feet without specific prior approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

The Engineer may increase or decrease the amount of surface area the Contractor may expose at any one time.

104-6.2 Incorporation of Erosion and Sediment Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion and sediment prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion and sediment that develops during normal construction operations, which are not associated with permanent erosion control features on the project. An electronic version of the E&SC Manual can be found at the following URL: <http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/Files/FLerosionSedimentManual.pdf>

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

Complete the installation of sediment control devices prior to the commencement of any earthwork. After installation of sediment control devices, repair portions of any devices damaged at no expense to the Department. The Engineer may authorize temporary erosion and sediment control features when finished soil layer is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

104-6.3 Scheduling of Successive Operations: Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

104-6.4 Details for Temporary Erosion and Sediment Control Features:

104-6.4.1 General: Use temporary erosion, sediment and water pollution control features found in the E&SC Manual. These features consist of, but are not limited to, temporary turf, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, turbidity barriers, and chemical treatment. For design details for some of these items, refer to the Design Standards and E&SC Manual.

104-6.4.2 Temporary Turf: The Engineer may designate certain areas of turf or sod constructed in accordance with Section 570 as temporary erosion control

features. For areas not defined as sod, constructing temporary turf by seeding only is not an option for temporary erosion control under this Section. The Engineer may waive the turf establishment requirements of FDOT Section 570 for areas with temporary turf that will not be a part of the permanent construction.

104-6.4.3 Runoff Control Structures: Construct runoff control structures in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function.

104-6.4.4 Sediment Containment Systems: Construct sediment containment systems in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function. Clean out sediment containment systems as necessary in accordance with the Plans or as directed.

104-6.4.5 Sediment Barriers: Provide and install sediment barriers according to details shown in the Plans, as directed by the Engineer, or as shown in the E&SC Manual to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the project as approved by the Engineer.

104-6.4.6 Silt Fence:

104-6.4.6.1 General: Furnish, install, maintain, and remove silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown in the Plans, the Design Standards, and the E&SC Manual.

104-6.4.6.2 Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of Section 985 according to those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment comparable to the Design Standards and the E&SC Manual.

Erect silt fence at upland locations, across ditch lines and at temporary locations shown in the Plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by the Engineer.

104-6.4.6.3 Inspection and Maintenance: Inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have

changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the silt fence or as directed by the Engineer. Dress any sediment deposits remaining in place after the silt fence is no longer required to conform with the finished grade and prepare and seed them in accordance with FDOT Section 570.

104-6.4.7 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the Plans or as approved by the Engineer. Ensure that the type of barrier is used, and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials.

Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers are installed.

104-6.4.8 Inlet Protection System: Furnish and install inlet protection systems as shown in the Plans, Design Standards and the E&SC Manual.

104-6.4.9 Rolled Erosion Control Products (RECPs):

104-6.4.9.1 General: Install RECPs in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings. The two situations have differing material requirements, which are described below.

1. Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.
2. Use RECPs as erosion control blankets, at locations shown in the Plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Furnish to the Engineer, two certified copies of

manufacturers test reports showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested by a person having legal authority to bind the manufacturing company. Also, furnish two 4- by 8-inch samples for product identification. The manufacturer's test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

104-6.4.10 Chemical Treatment: Provide chemical treatment in accordance with the E&SC Manual. Chemical treatment may be used to clarify turbid or sediment laden water that does not yet meet state water quality standards or as an amendment to other erosion prevention and sediment control products to aid in their performance. The Contractor must provide all the required toxicity testing information in accordance with the E&SC Manual to the Engineer for review and acceptance prior to using any chemical treatment on the project site.

104-6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

104-7 Maintenance of Erosion and Sediment Control Features.

104-7.1 General: Provide routine maintenance of permanent and temporary erosion and sediment control features, at no expense to the Department, until the project is complete and accepted. If reconstruction of such erosion and sediment control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control features is necessary due to factors beyond the control of the Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.

Inspect all erosion and sediment control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.50 inches or greater. Maintain all erosion control features as required in the Stormwater Pollution Prevention Plan, Contractor's Erosion Control Plan and as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

104-8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet and stabilize them by paving or by covering them with waterproof materials. Should such preventive measures fail, immediately take such other

action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion and sediment control work deemed necessary.

104-9 Method of Measurement.

When separate items for temporary erosion control features are included in the Contract, the quantities to be paid for will be:

- 104-9.1** the area, in square yards, of rolled erosion control products.
- 104-9.2** the length, in feet, of runoff control structures, measured along the surface of the work constructed.
- 104-9.3** the number of sediment containment systems constructed and accepted.
- 104-9.4** the number of sediment containment system cleanouts accomplished and accepted
- 104-9.5** the length, in feet, of sediment barriers.
- 104-9.6** the length, in feet, of floating turbidity barrier.
- 104-9.7** the length, in feet, of staked turbidity barrier.
- 104-9.8** the number of inlet protection systems.
- 104-9.9** the area, in square yards, of chemical treatment.
- 104-9.10** the number of floc logs or drums of product for chemical treatment.

END OF SECTION

CRITICAL ASSETS ESTIMATE

PART V – CRITICAL ASSETS ESTIMATE

CITY OF FORT LAUDERDALE - CRITICAL STORMWATER INFRASTRUCTURE (2022 GIS DATABASE)									
PUBLIC WORKS DEPARTMENT - STORMWATER OPERATIONS GROUP									
Watershed Name	CR - 3		CR - 4		CR - 5		Total Critical Assets		
	Vertical Assets	Linear Assets	Vertical Assets	Linear Assets	Vertical Assets	Linear Assets	Vertical Assets (#)	Linear Assets (LF)	
	% of Watershed	% of Watershed	% of Watershed	% of Watershed	% of Watershed	% of Watershed			
Intracoastal Waterway (ICW) South	366	15,399	234	24,236	88	37,118	688	76,753	
	53%	20%	34%	32%	13%	48%			
Intracoastal Waterway (ICW) North	34	937	261	22,705	72	28,153	367	51,795	
	9%	2%	71%	44%	20%	54%			
Semi Total	400	16,336	495	46,941	160	65,271	1,055	128,548	
Middle River	115	11,439	503	49,660	74	17,407	692	78,506	
	17%	15%	73%	83%	11%	22%			
New River	349	23,014	408	37,036	146	22,726	903	82,776	
	39%	28%	45%	45%	15%	27%			
Semi Total	464	34,453	911	86,696	220	40,133	1,595	161,292	
Prospect Recharge	0	4,224	50	8,817	9	4,387	59	17,428	
	0%	24%	85%	51%	15%	25%			
Executive Airport (S35)	0	849	11	1,723	21	4,814	32	7,386	
	0%	11%	34%	23%	66%	65%			
Uplown (S37)	0	1,209	5	81	0	0	5	1,290	
	0%	94%	100%	6%	0%	0%			
North Fork New River (NFNR)	147	16,652	33	5,984	25	3,053	205	25,689	
	72%	65%	16%	23%	12%	12%			
South Fork New River (SFNR)	3	508	108	9,851	55	14,715	166	25,074	
	2%	2%	65%	39%	33%	59%			
Cypress Creek	22	1,092	93	9,444	25	10,541	140	21,077	
	16%	5%	66%	45%	18%	50%			
Semi Total	172	24,534	300	35,900	135	37,510	607	97,944	
TOTAL ASSETS	1,036	76,323	1,706	169,637	515	142,914	3,267	387,774	
NOTES:	1. CRITICAL RATING (CR) SCORING MATRIX OF EXISTING STORMWATER ASSETS IS DEFINED AS FOLLOWS:								
	CR-3, STORM GRAVITY MAINS WITH PIPE DIAMETERS RANGING BETWEEN (30" TO 35")								
	CR-4, STORM GRAVITY MAINS WITH PIPE DIAMETERS RANGING BETWEEN (36" TO 47")								
NOTES:	CR-5, STORM GRAVITY MAINS WITH PIPE DIAMETERS RANGING BETWEEN (48" TO 96")								
	2. VERTICAL ASSETS ARE STORM MANHOLES, CONFLICT STRUCTURES, JUNCTION BOXES, CATCH BASINS, STORMWATER VAULTS								
	HEADWALLS, WELLS CONNECTED TO GRAVITY MAINS WITH SAME CRITICAL RATING SCORE								