



Event # 286-0

Name: Mobility Hub North Streetscape Improvements

Description:

This project is located at NW Flagler Ave from NW 4th Street to NW 5th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, Milling, Landscaping, sidewalk, lighting, pavement markings, signage, bench, sod, curbing and fencing adjacent FEC railroad track.

The award of any contract is subject to the requirements of financial assistance contracts between the Broward Metropolitan Planning Organization (hereinafter referred to as "the BMPO") and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including 49 CFR Part 18, and the FTA Circular 4220.1F

Buyer: HEMPHILL, JAMES T.

Status: Draft

Event Type: IFB

Currency: USD

Sealed Bid: No

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

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

Event Dates

Preview: 07/09/2024 09:49:31 AM

Q & A Open: 07/10/2024 09:13:00 AM

Open: 07/10/2024 09:00:00 AM

Q & A Close: 08/05/2024 05:00:00 PM

Close: 08/12/2024 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Have you completed all required Construction forms herein?	Yes No	Construction Required Forms (PDF Forms) 2.17.23.pdf

Attachments

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Name	Description	Attachment
Full Line Item Descriptions	Complete Line items descriptions	Complete line item descriptions.pdf
Terms and Conditions	Terms and Conditions	Terms and Conditions1.pdf
Tech Specs	Technical Specifications	P12627_MobilityHubNorth_Technical Specifications.pdf
Plans	Plans	20240229_MOBILITY HUB NORTH_FULL SET_NS.pdf

Commodity Codes

Commodity Code	Description
906-38	General Construction - Architectural
912-23	Construction, General (Backfill Services, Digging, Ditching,
913-27	Construction, Highway and Road
913-36	Construction, Parking Lot and Alley
913-71	Maintenance and Repair, Highway and Road (To include the rem
913-75	Maintenance and Repair, Parking Lot and Alley
913-95	Paving/Resurfacing, Highway and Road

Line Details

Line 1: The lump sum price for this item shall be full compensation

Description: The lump sum price for this item shall be full compensation

Item: MOBILIZATION The lump sum price for this item shall be full compensation

Commodity Code: 906-38 General Construction - Architectural

Quantity: 850,000.0000 **Unit of Measure:** LS

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

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Add On No
Charges
Allowed:

Line 2: The lump sum price for this item shall be full compensation

Description: The lump sum price for this item shall be full compensation

Item: MAINTENANCE OF TRAFFIC- The lump sum price for this item shall be full compensation

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 1.0000 Unit of LS
Measure:

Requested 09/30/2024
Delivery
Date:

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

Line 3: The work shall consist of the removal and disposal of plants

Description: The work shall consist of the removal and disposal of plants

Item: CLEARING & GRUBBING The work shall consist of the removal and disposal of plants

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 0.2800 Unit of AC
Measure:

Requested 09/30/2024
Delivery
Date:

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

Line 4: Measurement of payment to remove and dispose of all existing

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Description: Measurement of payment to remove and dispose of all existing

Item: REMOVAL OF EXISTING CONCRETE, CU Measurement of payment to remove and dispose of all existing

Commodity Code: 906-38 General Construction - Architectural

Quantity: 200.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 5: Measurement of payment to remove and dispose of existing con

Description: Measurement of payment to remove and dispose of existing con

Item: REMOVAL OF EXISTING CONCRETE Measurement of payment to remove and dispose of existing con

Commodity Code: 906-38 General Construction - Architectural

Quantity: 13.0000 **Unit of Measure:** SY

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: Measurement for payment for furnishing and placing limerock

Description: Measurement for payment for furnishing and placing limerock

Item: TYPE B STABILIZATION Measurement for payment for furnishing and placing limerock

Commodity Code: 906-38 General Construction - Architectural

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Quantity: 986.2600 **Unit of SY**
Measure:

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 7: Measurement for payment for furnishing and placing limerock

Description: Measurement for payment for furnishing and placing limerock

Item: OPTIONAL BASE, BASE GROUP 09 Measurement for payment for furnishing and placing limerock

Commodity Code: 906-38 General Construction - Architectural

Quantity: 986.2600 **Unit of SY**
Measure:

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 8: Measurement for payment for mill of existing asphalt pavemen

Description: Measurement for payment for mill of existing asphalt pavemen

Item: MILLING EXISTING ASPHALT PAVEMEN Measurement for payment for mill of existing asphalt pavemen

Commodity Code: 906-38 General Construction - Architectural

Quantity: 117.7900 **Unit of SY**
Measure:

Requested Delivery Date: 09/30/2024

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

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Response:

Allowed:

Responses:

Add On No
Charges
Allowed:

Line 9: Measurement for payment of superpave asphalt pavement will b

Description: Measurement for payment of superpave asphalt pavement will b

Item: SUPERPAVE ASPHALTIC CONC, TRAFFI Measurement for payment of superpave asphalt pavement will b

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 6.4800 **Unit of** TN
Measure:

Requested 09/30/2024
Delivery
Date:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 10: Measurement for payment for concrete sidewalk and concrete a

Description: Measurement for payment for concrete sidewalk and concrete a

Item: PLAIN CEMENT CONCRETE PAVEMENT, Measurement for payment for concrete sidewalk and concrete a

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 986.2600 **Unit of** SY
Measure:

Requested 09/30/2024
Delivery
Date:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

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Line 11: Measurement for payment for concrete sidewalk and concrete a

Description: Measurement for payment for concrete sidewalk and concrete a

Item: CONCRETE SIDEWALK, 4" THICK Measurement for payment for concrete sidewalk and concrete a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 27.5556 **Unit of Measure:** SY

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 12: Measurement for payment to adjust existing manholes, catch b

Description: Measurement for payment to adjust existing manholes, catch b

Item: MANHOLE, ADJUST, UTILITIES Measurement for payment to adjust existing manholes, catch b

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 13: Measurement for payment for furnishing and installing concre

Description: Measurement for payment for furnishing and installing concre

Item: CONCRETE CURB & GUTTER, TYPE D Measurement for payment for furnishing and installing concre

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Commodity Code: 906-38 General Construction - Architectural

Quantity: 230.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 14: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: SINGLE POST SIGN, F&I GROUND MOU Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 3.0000 **Unit of Measure:** AS

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 15: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: SINGLE POST SIGN, F&I GROUND MOU Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 4.0000 **Unit of Measure:** AS

Requested Delivery Date: 09/30/2024

Event # 286-0: Mobility Hub North Streetscape Improvements

Date:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 16: Measurement for payment to remove single post signs and/or p

Description: Measurement for payment to remove single post signs and/or p

Item: SINGLE POST SIGN, REMOVE Measurement for payment to remove single post signs and/or p

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 5.0000 **Unit of** AS
Measure:

Requested 09/30/2024
Delivery
Date:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 17: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: THERMOPLASTIC, STANDARD, WHITE, Measurement for payment to install pavement markings and/or

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 600.0000 **Unit of** LF
Measure:

Requested 09/30/2024
Delivery
Date:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Event # 286-0: Mobility Hub North Streetscape Improvements

Line 18: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: THERMOPLASTIC, STANDARD, WHITE, Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 62.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 19: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: THERMOPLASTIC, STANDARD, WHITE, Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 20: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

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Item: THERMOPLASTIC, YELLOW, SOLID, 6" Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 600.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 21: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: THERMOPLASTIC, YELLOW, SOLID, 6" Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 50.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 22: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: GREEN COLORED PAVEMENT MARKINGS, Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 640.0000 **Unit of Measure:** SF

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Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 23: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: THERMOPLASTIC, STANDARD, WHITE, Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 8.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 24: Measurement for payment to install pavement markings and/or

Description: Measurement for payment to install pavement markings and/or

Item: THERMOPLASTIC, STANDARD, WHITE, Measurement for payment to install pavement markings and/or

Commodity Code: 906-38 General Construction - Architectural

Quantity: 8.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No

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**Charges
Allowed:**

Line 25: Measurement for installation of site furnishings will be bas

Description: Measurement for installation of site furnishings will be bas

Item: TRASH AND RECYCLE RECEPTACLE DUM Measurement for installation of site furnishings will be bas

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

Line 26: Measurement for installation of site furnishings will be bas

Description: Measurement for installation of site furnishings will be bas

Item: 4 PERSON BENCH DUMAR INC. Measurement for installation of site furnishings will be bas

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

Line 27: Measurement for installation of site furnishings will be bas

Event # 286-0: Mobility Hub North Streetscape Improvements

Description: Measurement for installation of site furnishings will be bas

Item: BIKE RACK DERO HOOP RACK Measurement for installation of site furnishings will be bas

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

Line 28: Measurement for installation of site furnishings will be bas

Description: Measurement for installation of site furnishings will be bas

Item: 5' X 3' FIBERGLASS PLANTER Measurement for installation of site furnishings will be bas

Commodity Code: 906-38 General Construction - Architectural

Quantity: 8.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

Line 29: Measurement for installation of site furnishings will be bas

Description: Measurement for installation of site furnishings will be bas

Item: 48" AMERISTAR ALUMINUM FENCE Measurement for installation of site furnishings will be bas

Commodity Code: 906-38 General Construction - Architectural

Event # 286-0: Mobility Hub North Streetscape Improvements

Quantity: 630.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 30: Measurement for payment to furnish and install trees, sod, g

Description: Measurement for payment to furnish and install trees, sod, g

Item: CABBAGE PALMS Measurement for payment to furnish and install trees, sod, g

Commodity Code: 906-38 General Construction - Architectural

Quantity: 16.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 31: Measurement for payment to furnish and install trees, sod, g

Description: Measurement for payment to furnish and install trees, sod, g

Item: CLUSIA ROSEA TREE Measurement for payment to furnish and install trees, sod, g

Commodity Code: 906-38 General Construction - Architectural

Quantity: 8.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

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Response:	Allowed:	Responses:
Add On No		
Charges		
Allowed:		

Line 32: Measurement for payment to furnish and install trees, sod, g

Description: Measurement for payment to furnish and install trees, sod, g

Item: GOLDEN CREEPER	Measurement for payment to furnish and install trees, sod, g	
Commodity 906-38	General Construction - Architectural	
Code:		
Quantity: 32.0000	Unit of EA	
	Measure:	
Requested 09/30/2024		
Delivery		
Date:		
Require No	Price Breaks No	Allow Alternate No
Response:	Allowed:	Responses:
Add On No		
Charges		
Allowed:		

Line 33: Measurement for payment to furnish and install trees, sod, g

Description: Measurement for payment to furnish and install trees, sod, g

Item: DWARF FAKAHATCHEE	Measurement for payment to furnish and install trees, sod, g	
Commodity 906-38	General Construction - Architectural	
Code:		
Quantity: 303.0000	Unit of EA	
	Measure:	
Requested 09/30/2024		
Delivery		
Date:		
Require No	Price Breaks No	Allow Alternate No
Response:	Allowed:	Responses:
Add On No		
Charges		
Allowed:		

Line 34: Measurement for payment to furnish and install trees, sod, g

Description: Measurement for payment to furnish and install trees, sod, g

Item: 36" TALL BOLLARD Measurement for payment to furnish and install trees, sod, g

Commodity Code: 906-38 General Construction - Architectural

Quantity: 4.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 35: Measurement for payment to furnish and install irrigation sy

Description: Measurement for payment to furnish and install irrigation sy

Item: IRRIGATION SYSTEM Measurement for payment to furnish and install irrigation sy

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 09/30/2024

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

Add On Charges Allowed: No

Line 36: Measurement for payment to furnish and install all site ligh

Description: Measurement for payment to furnish and install all site ligh

Item: CONDUIT, FURNISH & INSTALL, OPEN Measurement for payment to furnish and install all site ligh

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Commodity Code: 906-38 General Construction - Architectural

Quantity: 900.0000 **Unit of Measure:** LF

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 37: Measurement for payment to furnish and install all site ligh

Description: Measurement for payment to furnish and install all site ligh

Item: PULL & SPLICE BOX, F&I, 13" X 24 Measurement for payment to furnish and install all site ligh

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000 **Unit of Measure:** EA

Requested Delivery Date: 09/30/2024

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 38: Measurement for payment to furnish and install all site ligh

Description: Measurement for payment to furnish and install all site ligh

Item: LIGHTING CONDUCTORS, F&I, INSULA Measurement for payment to furnish and install all site ligh

Commodity Code: 906-38 General Construction - Architectural

Quantity: 3,000.0000 **Unit of Measure:** LF

Requested Delivery 09/30/2024

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Date:

**Require No
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 39: Measurement for payment to furnish and install all site ligh

Description: Measurement for payment to furnish and install all site ligh

Item: LIGHT POLE COMPLETE, FURNISH & I Measurement for payment to furnish and install all site ligh

**Commodity 906-38 General Construction - Architectural
Code:**

Quantity: 11.0000 **Unit of EA
Measure:**

**Requested 09/30/2024
Delivery
Date:**

**Require No
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 40: Measurement for payment to furnish and install all site ligh

Description: Measurement for payment to furnish and install all site ligh

Item: LOAD CENTER, F&I, SECONDARY VOLT Measurement for payment to furnish and install all site ligh

**Commodity 906-38 General Construction - Architectural
Code:**

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

**Requested 09/30/2024
Delivery
Date:**

**Require No
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

RequisitionLine	Item	EnteredUOM	Quantity	Description
1	MOBILIZATION	LS	1.00	The lump sum price for this item shall be full compensation for mobilization and demobilization activities. This includes, but is not limited to, Performance and Payment Guarantee and Insurance, scheduling, project coordination, labor associated with permit acquisition (excluding those permits detailed and paid for under other bid items), temporary facilities, staging areas, site access, field offices, distribution of flyers to the affected residents and businesses, project signs, finish grading, site cleanup, and all other activities necessary to prepare and complete the contract work.
2	MAINTENANCE OF TRAFFIC	LS	1.00	The lump sum price for this item shall be full compensation for all labor, equipment, material, and work required for maintenance of traffic in accordance with FDOT Standards and/or Broward County and/or the CITY of Fort Lauderdale. This item includes, but is not limited to, preparation and submittal of maintenance of traffic plans (MOTs), addressing comments regarding MOTs from agencies with jurisdiction, providing personnel as required to direct traffic (flaggers, crossing guards, local police, etc.), all temporary signage and striping, message boards, barricades, temporary barrier walls, drums, cones, providing signs, lights, installing temporary fencing and walkways as required to maintain pedestrian traffic, installing temporary steel plates for vehicular traffic and all other work incidental to the maintenance of traffic as required by FDOT Standards and/or Broward County and/or the requirements of the CITY of Fort Lauderdale and the Contract Documents. Payment for Maintenance of Traffic shall not exceed 3% of the sum of Bid Item Nos. 3 through 40 and will be made in equal monthly amounts during the duration of the Contract Time.
3	CLEARING & GRUBBING	AC	0.28	The work shall consist of the removal and disposal of plants, shrubs, hedges, stumps, roots, limbs, brush, fences, asphalt, etc. from all project areas as designated on the drawings and specified herein, and as directed by the Project Manager on the site. Provide all labor, materials, necessary equipment, and services to complete the clearing work, as indicated on the drawings, as specified herein or both.
4	REMOVAL OF EXISTING CONCRETE, CURB ELEMENTS	LF	200.00	Measurement of payment to remove and dispose of all existing concrete curb and gutter will be based on the number of linear feet of curb removed. Payment for removal and disposal of existing material will be made at the unit price per linear feet of material which price shall constitute full compensation for saw cutting (as necessary), the removal of such curb, as directed by the Project Manager.
5	REMOVAL OF EXISTING CONCRETE	SY	13.00	Measurement of payment to remove and dispose of existing concrete sidewalk and concrete aprons will be based upon the actual number of square yards of such concrete removed. Payment for removal and disposal of existing concrete will be made at the unit price per square yards of concrete which price shall constitute full compensation for sawcutting (as necessary), the removal and disposal of concrete sidewalk and aprons, as directed by the Project Manager. Thickness of existing concrete sidewalk and concrete aprons may vary, these line items will be paid at the square yard cost, no additional compensation will be made.
6	TYPE B STABILIZATION	SY	986.26	Measurement for payment for furnishing and placing limerock base material will be based upon the number of square yards of such materials compacted in place, as indicated on the design drawings and specifications.
7	OPTIONAL BASE, BASE GROUP 09	SY	986.26	Measurement for payment for furnishing and placing limerock base material will be based upon the number of square yards of such materials compacted in place, as indicated on the design drawings and specifications.
8	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	117.79	Measurement for payment for mill of existing asphalt pavement will be based on the number of square yards of such pavement milled and removal of any limerock base, as detailed in the drawings, all in accordance with the requirements of the Contract Documents. Payment for milling existing asphalt pavement will be made at the unit price per square yard of such milling of asphalt pavement, which price shall constitute full compensation for milling, removal and disposal of asphalt, removal of reflective pavement markers, tack coat and restoration. Milling will be at a minimum depth of 1 1/2 inch.
9	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	6.48	Measurement for payment of superpave asphalt pavement will be based upon the number of tons of such at a thickness of 1 inches asphalt pavement constructed on compacted existing limerock bases, as detailed in the design drawings. Payment for placement of super pave asphalt pavement will be made at the unit price tons of such asphalt, which price will constitute full compensation for furnishing, placing, and compacting all asphalt surface, complete in place to match existing thicknesses; including replacing brass valve tabs, adjusting valve box and MAS rim elevations, saw cutting of all pavements, temporary striping and all cleanup of the area disturbed by this construction.
10	PLAIN CEMENT CONCRETE PAVEMENT, 6"	SY	986.26	Measurement for payment for concrete sidewalk and concrete apron installation will be based upon the actual number of square yards of such sidewalks and aprons constructed as indicated on the design drawings and in the specifications. Payment for concrete sidewalk and concrete apron installation and restoration will be made at the unit price per square yard, which price shall constitute full compensation for completing said work, including all earthwork, compaction of subgrade, backfilling of sidewalk, construction of the 6-inch thick concrete sidewalk, furnishing and setting for expansion joint material, furnishing and installing 1-inch PVC sleeve for existing irrigation connections as directed by Project Manager, disposal of excess material, restoration/replacement of sod distributed on private property to equal condition as existing, and restoration of existing conditions disturbed due to concrete forms.
11	CONCRETE SIDEWALK, 4" THICK	SY	27.56	Measurement for payment for concrete sidewalk and concrete apron installation will be based upon the actual number of square yards of such sidewalks and aprons constructed as indicated on the design drawings and in the specifications. Payment for concrete sidewalk and concrete apron installation and restoration will be made at the unit price per square yard, which price shall constitute full compensation for completing said work, including all earthwork, compaction of subgrade, backfilling of sidewalk, construction of the 6-inch thick concrete sidewalk, furnishing and setting for expansion joint material, furnishing and installing 1-inch PVC sleeve for existing irrigation connections as directed by Project Manager, disposal of excess material, restoration/replacement of sod distributed on private property to equal condition as existing, and restoration of existing conditions disturbed due to concrete forms.
12	MANHOLE, ADJUST, UTILITIES	EA	5.00	Measurement for payment to adjust existing manholes, catch basins, inlets, valve boxes, etc., within the limits of the proposed pavement work will be for each utility adjusted, to meet the finished grade of the proposed pavement, or if outside of the proposed pavement area, to the finished grade designated in the Plans for such structures.
13	CONCRETE CURB & GUTTER, TYPE D	LF	230.00	Measurement for payment for furnishing and installing concrete curb (Type D) will be based upon the number of linear feet of curb constructed as determined by measurement along the centerline of the curb in place, as indicated on the design drawings and specifications. Payment for furnishing and installing concrete curb will be made at the unit price per linear foot of curb, which shall constitute full compensation for installation including grading, 4-inch rock curb pad, forming, sawcutting of pavement and cleanup of all areas disturbed by this construction.
14	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	3.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
15	SINGLE POST SIGN, F&I GROUND MOUNT, 12 -20 SF	AS	4.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
16	SINGLE POST SIGN, REMOVE	AS	5.00	Measurement for payment to remove single post signs and/or pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
17	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	600.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
18	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	62.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
19	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	100.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
20	THERMOPLASTIC, YELLOW, SOLID, 6" 3-9 SKIP	LF	600.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
21	THERMOPLASTIC, YELLOW, SOLID, 6"	LF	50.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
22	GREEN COLORED PAVEMENT MARKINGS, BIKE LANE	SF	640.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.

23	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	8.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
24	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	8.00	Measurement for payment to install pavement markings and/or single post signs pavement markings will be based upon the unit shown in the plans. Measurement shall be determined by measurement along the centerline, as indicated on the design drawings and specifications.
25	TRASH AND RECYCLE RECEPTACLE DUMAR INC.	EA	5.00	Measurement for installation of site furnishings will be based on the number of each furnishing installed as detailed in the drawings, all in accordance with the requirements of the Contract Documents.
26	4 PERSON BENCH DUMAR INC.	EA	5.00	Measurement for installation of site furnishings will be based on the number of each furnishing installed as detailed in the drawings, all in accordance with the requirements of the Contract Documents.
27	BIKE RACK DERO HOOP RACK	EA	2.00	Measurement for installation of site furnishings will be based on the number of each furnishing installed as detailed in the drawings, all in accordance with the requirements of the Contract Documents.
28	5' X 3' FIBERGLASS PLANTER	EA	8.00	Measurement for installation of site furnishings will be based on the number of each furnishing installed as detailed in the drawings, all in accordance with the requirements of the Contract Documents.
29	48" AMERISTAR ALUMINUM FENCE	LF	630.00	Measurement for installation of site furnishings will be based on the number of each furnishing installed as detailed in the drawings, all in accordance with the requirements of the Contract Documents.
30	CABBAGE PALMS	EA	16.00	Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.
31	CLUSIA ROSEA TREE	EA	8.00	Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.
32	GOLDEN CREEPER	EA	32.00	Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.
33	DWARF FAKAHATCHEE	EA	303.00	Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.
34	36" TALL BOLLARD	EA	4.00	Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.
35	IRRIGATION SYSTEM	LS	1.00	Measurement for payment to furnish and install irrigation system will be done as a lump sum payment for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing all irrigation related items shall constitute full compensation for furnishing, fabricating, transporting, and installing the pipe, fittings, controller, backflow devices, backflow enclosures, meter installation, appurtenances and all other items necessary and incidental to completion of the work, required excavation, horizontal directional drill, open trench cut, missile boring, dewatering and backfilling.
36	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	900.00	Measurement for payment to furnish and install all site lighting components including light poles, pull boxes, conduit, conductors, foundations, and load centers will be linear feet or each as identified on the contract plans and installed in accordance with the requirements of the Contract Documents. Payment for installing site lighting components shall constitute full compensation for the completed installation of the lighting poles, foundations, and required electrical component necessary for a complete and functional system.
37	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10.00	Measurement for payment to furnish and install all site lighting components including light poles, pull boxes, conduit, conductors, foundations, and load centers will be linear feet or each as identified on the contract plans and installed in accordance with the requirements of the Contract Documents. Payment for installing site lighting components shall constitute full compensation for the completed installation of the lighting poles, foundations, and required electrical component necessary for a complete and functional system.
38	LIGHTING CONDUCTORS, F&I, INSULATED, NO 6	LF	3000.00	Measurement for payment to furnish and install all site lighting components including light poles, pull boxes, conduit, conductors, foundations, and load centers will be linear feet or each as identified on the contract plans and installed in accordance with the requirements of the Contract Documents. Payment for installing site lighting components shall constitute full compensation for the completed installation of the lighting poles, foundations, and required electrical component necessary for a complete and functional system.
39	LIGHT POLE COMPLETE, FURNISH & INSTALL , 15.5' MOUNTING HEIGHT	EA	11.00	Measurement for payment to furnish and install all site lighting components including light poles, pull boxes, conduit, conductors, foundations, and load centers will be linear feet or each as identified on the contract plans and installed in accordance with the requirements of the Contract Documents. Payment for installing site lighting components shall constitute full compensation for the completed installation of the lighting poles, foundations, and required electrical component necessary for a complete and functional system.
40	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1.00	Measurement for payment to furnish and install all site lighting components including light poles, pull boxes, conduit, conductors, foundations, and load centers will be linear feet or each as identified on the contract plans and installed in accordance with the requirements of the Contract Documents. Payment for installing site lighting components shall constitute full compensation for the completed installation of the lighting poles, foundations, and required electrical component necessary for a complete and functional system.

CITY OF FORT LAUDERDALE
CONTRACT AND SPECIFICATIONS PACKAGE

BID/EVENT NO. 286

PROJECT NO. P12627

**MOBILITY HUB NORTH
STREETSCAPE IMPROVEMENTS**



MacKendy Philippi
Project Manager II

James Hemphill
Procurement Project Manager
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<u>Note:</u> The following documents are available electronically for completion and <u>must</u> be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.	
Affidavit of Compliance with Foreign Entity Laws	
CITB Questionnaire Sheet	
CITB Specific References	
CITB Trench Safety	
City of Fort Lauderdale Bid/Proposal Construction Bid Certification Page	
Contract Payment Method	
Disadvantaged Business Enterprise Preference Certification	
E-Verify Statement	
Non-Collusion Statement	
Non-Discrimination Certification Form	
Lobbying	
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Buy America	
Public Records Form	
Conflict of Interest	

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **AUGUST 12, 2024**, and opened online immediately thereafter for **BID/EVENT NO. 286, PROJECT NO., 12627, MOBILITY HUB NORTH STREETScape IMPROVEMENTS**.

Solicitation will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

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

This project is located at NW Flagler Ave from NW 4th Street to NW 5th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, Milling, Landscaping, sidewalk, lighting, pavement markings, signage, bench, sod, curbing and fencing adjacent FEC railroad track.

This Contract/Project is funded in whole or in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Broward Metropolitan Planning Organization (hereinafter referred to as "the BMPO") and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including 49 CFR Part 18, and the FTA Circular 4220.1F.

Requirements of 2 CFR part 200 are required in this project / contract. The Bidder /proposer (may also be referred to herein as only "Contractor" unless expressly indicated otherwise) is required to comply with all terms and conditions prescribed for third-party contracts by FTA. The Contractor is responsible for ensuring its compliance with all applicable FTA requirements. Additionally, the Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the Contract, including all applicable FTA requirements. Upon request of the BMPO or FTA, the Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of each subcontractor's compliance at all tiers.

Drawing Plans: This Project consists of Drawing File No.,12627, 24 sheets. Drawing plans may be obtained **free of charge** at the City's online strategic sourcing platform.

Licensing Requirements: Possession of a Broward Certificate of Competency or Certified General Contractor License is required for this Project.

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

Pre-Bid Conference/Site visit:

There will not be a pre-bid conference 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.

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

Bid Bonds:

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

- 1) Bidders may submit bid bonds **electronically** directly through the City's online strategic sourcing platform using **Surety 2000**.
- 2) Bidders may **upload** their original executed bid bond on the City's online strategic sourcing platform to accompany their electronic bids and deliver or mail the original, signed and sealed hard copy to the Finance Department, Procurement Services Division, 101 NE 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 can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 101 NE 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.
- 4) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 101 NE 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 NE 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/government/departments-a-h/finance/procurement-services>
For general inquiries, please call (954) 828-5933.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

FORMS OF BIDS - Each bid and its accompanying statements **MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED,** and must show the name of the bidder and a statement as to its contents. 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 in the bid pages, and bids must fully cover all items for which prices are asked and no other. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid. 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 time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOCAL BUSINESS PREFERENCE - **NA**

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE - This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Broward MPO DBE goal is 6.6%. NOTE, the goal is not a requirement, however it is encouraged that the goal is met.

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

"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.

GENERAL CONDITIONS (continued)

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

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

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

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

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

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

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

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

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

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

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

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from

reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC - 17 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION - Prior to commencing work, Contractor shall provide to the City a list of all personnel and sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company

photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

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

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

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

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

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

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

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

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

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

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

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are

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

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

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

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

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

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

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

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

GC - 29 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of

Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

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

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

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

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

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

GC - 32 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

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

GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are

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

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

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

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

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

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

Telephone Number: (954) 828-5002

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

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

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

SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor, Bidder, or Proposer, to provide Mobility Hub North Streetscape Improvements for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

This project is located at NW Flagler Ave from NW 4th Street to NW 5th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, Milling, Landscaping, sidewalk, lighting, pavement markings, signage, bench, sod, curbing and fencing adjacent FEC railroad track.

This Project will be financed with the assistance from the Community Development Block Grant Housing and Urban Development Repayment Funds using federal assistance authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The CITY requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this Project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby made a part of this Agreement. See Supplemental General Conditions for additional federal and state requirements as applicable to this Agreement.

This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. As this project is funded by BMPO with FTA funding, it requires a GOAL of 6.6% DBE.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

02. TRANSACTION FEES

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

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through the [City's on-line strategic sourcing platform](#), 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 ACCEPTED. 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 Procurement Specialist James Hemphill at (954) 828-5143 or email at Jhemphill@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors. Please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this ITB.

05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 15 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 216 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 261 calendar days after the Substantial Completion date.

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award:
Broward Certificate of Competency or Certified General Contractor License

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor shall have at least five (5) years previous construction experience in sidewalk, fencing and striping in the State of Florida. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

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

09. BID ALLOWANCE

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

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

Allowances	\$
Permit fee allowance	5,000
TOTAL	\$5,000

Permits to be obtained by the Contractor include, but are not limited to the following:

- a. Local, County, and State contracting licenses as required.
- b. MOT approval from local, county, and state agencies as required.
- c. Broward County Planning and Environmental Regulation Division (BCPERD):
Dewatering permit, including National Pollution Discharge Elimination System (NPDES) permit if required.
- d. Environmental Recourse Permit if necessary.

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:

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

Policy must include coverage for contractual liability and independent contractors.

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

Pollution and Remediation Legal Liability (Hazardous Materials)

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

Contractors Pollution Liability Coverage

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of

such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

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

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

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

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

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

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

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

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

11. PERFORMANCE AND PAYMENT BOND: 100%

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Mackendy Philippi, whose address is 290 NE 3rd Avenue, Fort Lauderdale, FL 33301, telephone number: (954) 828-3707, and email address is MPhilippi@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this

Agreement.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred and Fifty Dollars (\$250)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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

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

Payment Card Industry (PCI) Compliance

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

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

15. WORK SCHEDULE (including overtime hours):

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

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

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

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

FEDERALLY REQUIRED CLAUSES FOR FTA FUNDED CONTRACTS AND SUB-AGREEMENTS

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Transit Administration (FTA). Consequentially, the following FTA and Federally- mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section. Italicized language indicates clauses, which require drafting specific to each agreement's needs.

1) Contract Provisions 2 C.F.R. §200. 326

The Purchaser's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2) Remedies 2 C.F.R. Part 200, Appendix II, ¶ A

[Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.]

3) No Federal Government Obligations to Third Parties

- a) Municipality and Consultant acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the Municipality, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
- b) The Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

4) False or Fraudulent Statements or Claims- Civil and Criminal Fraud. 31 U.S.C. Chap. 38

- a) The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations,” Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract

connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- c) The Contractor shall include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5) Access to Third Party Contract Records 49 CFR 18.39(i)(11).

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6) Changes to Federal Requirements 49 CFR Part 18

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between the FTA Recipient and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

7) Termination for Cause and Convenience 2 C.F.R. Part 200, Appendix II, ¶ B

[All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement].

8) Civil Rights

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §

12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

9) **Disadvantaged Business Enterprises (DBEs) 49 CFR Part 26**

- a) This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The BMPO's overall goal for DBE participation is 7.0% of

federal funds for FTA projects and 10.65% for FDOT's FHWA assisted contracts. The goal for this project is 6.6%

- b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as the Purchaser deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFP 26.13(b)).
- c) Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT/ FTA assisted contracts. The Contractor is required to report its DBE participation obtained through race- neutral means throughout the period of performance.
- d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Purchaser. The Contractor must promptly notify the Purchaser, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Purchaser.

10) Incorporation of FTA Terms FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the Municipality that would cause the FTA Recipient and/or the Purchaser or the Municipality to be in violation of the FTA terms and conditions.

11) Debarment and Suspension 2 C.F.R. §200.213

The Contractor certifies that neither it nor its "principals" [as defined at 49 CFR 29.995, or affiliates, [as defined at 49 CFR 29.905] are excluded or disqualified [as defined at 49 CFR 29.940 and CFR 29.945]. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

12) Buy America 49 CFR Part 661

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

The Contractor shall submit with the Contract a completed Buy America certification form, Attachment 49 CFR 661.6, if applicable.

13) Resolution of Disputes, Breaches, or Other Litigation

[All contracts in excess of \$100,000 shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.]

14) Byrd Anti-Lobbying Amendment. 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4

- a) Contractor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of the Municipality, BMPO, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of the Purchaser, the FTA Recipient, any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et.seq., apply to this certifications and disclosure, if any.

- e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000, and not more than \$100,000, for each such failure. See Attachment 49 CFR Part 20 Lobbying Certification.

15) Clean Air Act 2 C.F.R. Part 200, Appendix II, ¶ G

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall report each violation to the Purchaser and understands and agrees that the will, in turn, report each violation as required to assure notification to the FTA Recipient, FTA and the appropriate EPA Regional Office.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or part with federal assistance provided by FTA.

16) Federal Water Pollution Control Act 2 C.F.R. Part 200, Appendix II, ¶ G

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor shall report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA Recipient, FTA and the appropriate EPA Regional Office.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17) Cargo Preference 46 CFR Part 381

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

18) Fly America 49 U.S.C. 40118; 41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients (such as BMPO) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

19) Davis - Bacon Act and Copeland Anti-kickbacks Acts 2 C.F.R. Part 200, Appendix II, ¶D

a) Minimum wages –

1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. (A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (iv) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
5. (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contractor in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

- (iv) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
 - (C) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
 - (D) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
 - (E) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
6. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
7. (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an

additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20) Contract Work Hours and Safety Standards Act. 2 C.F.R. Part 200, Appendix II, ¶E

- a) Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the base rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c) Withholding for unpaid wages and liquidated damages – the FTA Recipient and/or the Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

21) Bonding Requirements 2 C.F.R. §200.325

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the FTA or FTA Recipient may accept the bonding policy and requirements of the Purchaser provided that the FTA or FTA Recipient has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the Contractor for 100 percent of the Contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- c) A payment bond on the part of the Contractor for 100 percent of the Contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

22) Seismic Safety 42 U.S.C. 7701 et seq.; 49 CFR Part 41

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in DOT Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

23) Transit Employee Protective Arrangements 29 CFR Part 215

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of

certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

24) Charter Service Operations 49 CFR Part 604

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

25) School Bus Operations 49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable

exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

26) Alcohol and Drug Testing 49 CFR Part 655

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida or BMPO, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before *(insert date)* and to submit the Management Information System (MIS) reports before *(insert date before March 15)* to *(insert title and address of person responsible for receiving information)*. To certify compliance the contractor shall use the “Substance Abuse Certifications: in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

27) Patent Rights; Rights in Data and Copyrights 37 C.F.R. Part 401 and 49 C.F.R. Part 18

- a) Definition. The term “subject data,” as used in Section 18 of the Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Contract for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject data” do not include financial reports, cost analyses, or other similar information used for Project administration.
- b) General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Contract for the Project:
 - 1. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government and the BMPO, unless the Federal Government has previously released or approved the release of such data to the public.
 - 2. The restrictions on publication of Paragraph 18.b(1) of the Master Agreement, however, do not apply to a Grant Agreement or Contract with an institution of higher learning.
- c) Federal Rights in Data and Copyrights. The Contractor agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in the Subsection 18.c of the Master Agreement. As used herein, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government’s license to:

1. Any subject data developed under the Grant Agreement or Contract for the Project, or under a subcontract, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Contract for the Project, whether or not a copyright has been obtained; and
 2. Any rights of copyright to which a Contractor, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.
- d) Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Contractor of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of the Master Agreement, FTA may make available to any FTA Contractor, subcontractor, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of the Master Agreement and shall be delivered as the Federal Government may direct. This does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use when the costs thereof are financed with Federal assistance through an FTA capital program.
- e) License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which applies to patent rights developed under a research project.
- f) Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

28) Energy Conservation 42 U.S.C. 6321 et seq.; 49 CFR Part 18

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Florida Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

29) Recycled Products 42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873

The Recycled Products requirements apply to all procurement actions involving items designated by the EPA in their “Comprehensive Procurement Guideline for Products Containing Recovered Materials”. The RCRA directs the procuring agency, for purchases over \$10,000 or more, to specify a competitive preference for products containing these recycled products. FTA has developed the following language:

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

30) Conformance with ITS National Architecture 23 USC Section 517 (d); 23 CFR Part 655 and 940

To the extent applicable BMPO, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

31) ADA Access

49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s

“Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

32) Rights to Inventions Made Under a Contract or Agreement 2 C.F.R. Part 200, Appendix II, ¶ F

- a) If the FTA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FTA. 2 C.F.R. Part 200, Appendix II, ¶ F.
- b) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

33) Methods of Procurement to be Followed 2 C.F.R. § 200.320

The Purchaser must use one of the following methods of procurement.

- a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the Purchaser must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Purchaser considers the price to be reasonable.
- b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

1. In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is *available*;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

2 If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

1. Proposals must be solicited from an adequate number of qualified sources;
2. The Purchaser must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 4. The Purchaser may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- e) [Reserved]
- f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The FTA or FTA Recipient expressly authorizes noncompetitive proposals in response to a written request from the Purchaser; or
 4. After solicitation of a number of sources, competition is determined inadequate.

34) Procurement of Recovered Materials 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. §200.320; PDAT Supplement, Chapter V, ¶ 7

- a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired -
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.

35) Contract Cost and Price 2 C.F.R. §200.323

- a) The Purchaser must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding

the particular procurement situation, but as a starting point, the Purchaser must make independent estimates before receiving bids or proposals.

- b) The Purchaser must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the Purchaser under Subpart E—Cost Principles of this part. The Purchaser may reference its own cost principles that comply with the Federal cost principles.
- d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

36) Prompt Payment 49 CFR § 26.29

- a) Purchaser requires that all subcontractors performing work on DOT/ FTA -assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.
- b) In accordance with 49 CFR § 26.29, the Purchaser established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Purchaser.
- c) Purchaser ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Purchaser has selected the following method to comply with this requirement: [*Municipality selects one of the following options*]
 - 1. The Purchaser may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from sub-contractors.
 - 2. The Purchaser may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
 - 3. The Purchaser may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

37) Federal awarding agency or pass-through entity review 2 C.F.R. §200.324

- a) The Purchaser and Contractor must make available, upon request of the FTA or FTA Recipient, technical specifications on proposed procurements where the FTA or FTA Recipient believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Purchaser desires to have the review accomplished after a solicitation has been developed, the FTA or FTA Recipient may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- b) The Purchaser must make available upon request, for the FTA or FTA Recipient pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - 1. The Purchaser's procurement procedures or operation fails to comply with the procurement standards in this part;
 - 2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - 3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - 4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c) The Purchaser is exempt from the pre-procurement review in paragraph (b) of this section if the FTA or FTA Recipient determines that its procurement systems comply with the standards of this part.
 - 1. The Purchaser may request that its procurement system be reviewed by the FTA or FTA Recipient to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - 2. The Purchaser may self-certify its procurement system. Such self-certification must not limit the FTA's right to survey the system. Under a self-certification procedure, the FTA may rely on written assurances from the Purchaser that it is complying with these standards. The Purchaser must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

38) Compliance with Federal Law Regulations, and Executive Orders

This is an acknowledgement that FTA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FTA policies, procedures, and directives.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE
FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR
APPALACHIAN LOCAL ACCESS**

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEDERALLY REQUIRED CLAUSES FOR FHWA FUNDED CONTRACTS AND SUB-AGREEMENTS

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Highway Administration (FHWA). Consequentially, the following FHWA and Federally-mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section. Italicized language indicates clauses, which require drafting specific to each agreement's needs.

1) Contract Provisions 2 C.F.R. §200. 326

The Purchaser's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2) Buy America Requirements 23 USC 313; 23 CFR 635.410

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

3) On-the-Job Training Provisions 23 USC 140(a) &(b); 23 CFR 20, Subpart A, Appendix B

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provisions will be ____ (amount to be filled in by State highway department).

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications

within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

4) Standardized Changed Conditions Contract Clauses 23 USC 112(e); 23 CFR 635.109

[FHWA- funded contracts for highway construction projects, except for design-build projects where applicability will be determined on a project-by-project basis, must equitably address site conditions, suspensions of work ordered by the State, and material changes in the scope of work specified in the contract.]

5) USDOL OFCCP Notice of Requirement for Affirmative Action 41 CFR 60-4.2(d)

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)1. THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN.2. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME- TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	INSERT GOALS FOR EACH YEAR	INSERT GOALS FOR EACH YEAR.

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION.THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST

BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.³ THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUBCONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.⁴ AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS (INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).

6) USDOL OFCCP EEO Contract Specifications 41 CFR 60-4.3

[Required notice for solicitations on all federally assisted construction contracts or subcontracts in excess of \$10,000]

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a) AS USED IN THESE SPECIFICATIONS:

1. "COVERED AREA" MEANS THE GEOGRAPHICAL AREA DESCRIBED IN THE SOLICITATION FROM WHICH THIS CONTRACT RESULTED;
2. "DIRECTOR" MEANS DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, UNITED STATES DEPARTMENT OF LABOR, OR ANY PERSON TO WHOM THE DIRECTOR DELEGATES AUTHORITY;
3. "EMPLOYER IDENTIFICATION NUMBER" MEANS THE FEDERAL SOCIAL SECURITY NUMBER USED ON THE EMPLOYER'S

QUARTERLY FEDERAL TAX RETURN, U.S. TREASURY
DEPARTMENT FORM 941.

4. "MINORITY" INCLUDES:

- (A) BLACK (ALL PERSONS HAVING ORIGINS IN ANY OF THE BLACK AFRICAN RACIAL GROUPS NOT OF HISPANIC ORIGIN);
 - (B) HISPANIC (ALL PERSONS OF MEXICAN, PUERTO RICAN, CUBAN, CENTRAL OR SOUTH AMERICAN OR OTHER SPANISH CULTURE OR ORIGIN, REGARDLESS OF RACE);
 - (C) ASIAN AND PACIFIC ISLANDER (ALL PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHEAST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS); AND
 - (D) AMERICAN INDIAN OR ALASKAN NATIVE (ALL PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA AND MAINTAINING IDENTIFIABLE TRIBAL AFFILIATIONS THROUGH MEMBERSHIP AND PARTICIPATION OR COMMUNITY IDENTIFICATION).
- b) WHENEVER THE CONTRACTOR, OR ANY SUBCONTRACTOR AT ANY TIER, SUBCONTRACTS A PORTION OF THE WORK INVOLVING ANY CONSTRUCTION TRADE, IT SHALL PHYSICALLY INCLUDE IN EACH SUBCONTRACT IN EXCESS OF \$10,000 THE PROVISIONS OF THESE SPECIFICATIONS AND THE NOTICE WHICH CONTAINS THE APPLICABLE GOALS FOR MINORITY AND FEMALE PARTICIPATION AND WHICH IS SET FORTH IN THE SOLICITATIONS FROM WHICH THIS CONTRACT RESULTED.
- c) IF THE CONTRACTOR IS PARTICIPATING (PURSUANT TO 41 CFR 60-4.5) IN A HOMETOWN PLAN APPROVED BY THE U.S. DEPARTMENT OF LABOR IN THE COVERED AREA EITHER INDIVIDUALLY OR THROUGH AN ASSOCIATION, ITS AFFIRMATIVE ACTION OBLIGATIONS ON ALL WORK IN THE PLAN AREA (INCLUDING GOALS AND TIMETABLES) SHALL BE IN ACCORDANCE WITH THAT PLAN FOR THOSE TRADES WHICH HAVE UNIONS PARTICIPATING IN THE PLAN. CONTRACTORS MUST BE ABLE TO DEMONSTRATE THEIR PARTICIPATION IN AND COMPLIANCE WITH THE PROVISIONS OF ANY SUCH HOMETOWN PLAN. EACH CONTRACTOR OR SUBCONTRACTOR PARTICIPATING IN AN APPROVED PLAN IS INDIVIDUALLY REQUIRED TO COMPLY WITH ITS OBLIGATIONS UNDER THE EEO CLAUSE, AND TO MAKE A GOOD FAITH EFFORT TO ACHIEVE EACH GOAL UNDER THE PLAN IN EACH

TRADE IN WHICH IT HAS EMPLOYEES. THE OVERALL GOOD FAITH PERFORMANCE BY OTHER CONTRACTORS OR SUBCONTRACTORS TOWARD A GOAL IN AN APPROVED PLAN DOES NOT EXCUSE ANY COVERED CONTRACTOR'S OR SUBCONTRACTOR'S FAILURE TO TAKE GOOD FAITH EFFORTS TO ACHIEVE THE PLAN GOALS AND TIMETABLES.

- d) THE CONTRACTOR SHALL IMPLEMENT THE SPECIFIC AFFIRMATIVE ACTION STANDARDS PROVIDED IN PARAGRAPHS 7 A THROUGH P OF THESE SPECIFICATIONS. THE GOALS SET FORTH IN THE SOLICITATION FROM WHICH THIS CONTRACT RESULTED ARE EXPRESSED AS PERCENTAGES OF THE TOTAL HOURS OF EMPLOYMENT AND TRAINING OF MINORITY AND FEMALE UTILIZATION THE CONTRACTOR SHOULD REASONABLY BE ABLE TO ACHIEVE IN EACH CONSTRUCTION TRADE IN WHICH IT HAS EMPLOYEES IN THE COVERED AREA. COVERED CONSTRUCTION CONTRACTORS PERFORMING CONSTRUCTION WORK IN GEOGRAPHICAL AREAS WHERE THEY DO NOT HAVE A FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION CONTRACT SHALL APPLY THE MINORITY AND FEMALE GOALS ESTABLISHED FOR THE GEOGRAPHICAL AREA WHERE THE WORK IS BEING PERFORMED. GOALS ARE PUBLISHED PERIODICALLY IN THE FEDERAL REGISTER IN NOTICE FORM, AND SUCH NOTICES MAY BE OBTAINED FROM ANY OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS OFFICE OR FROM FEDERAL PROCUREMENT CONTRACTING OFFICERS. THE CONTRACTOR IS EXPECTED TO MAKE SUBSTANTIALLY UNIFORM PROGRESS IN MEETING ITS GOALS IN EACH CRAFT DURING THE PERIOD SPECIFIED.
- e) NEITHER THE PROVISIONS OF ANY COLLECTIVE BARGAINING AGREEMENT, NOR THE FAILURE BY A UNION WITH WHOM THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT, TO REFER EITHER MINORITIES OR WOMEN SHALL EXCUSE THE CONTRACTOR'S OBLIGATIONS UNDER THESE SPECIFICATIONS, EXECUTIVE ORDER 11246, OR THE REGULATIONS PROMULGATED PURSUANT THERETO.
- f) IN ORDER FOR THE NONWORKING TRAINING HOURS OF APPRENTICES AND TRAINEES TO BE COUNTED IN MEETING THE GOALS, SUCH APPRENTICES AND TRAINEES MUST BE EMPLOYED BY THE CONTRACTOR DURING THE TRAINING PERIOD, AND THE CONTRACTOR MUST HAVE MADE A COMMITMENT TO EMPLOY THE APPRENTICES AND TRAINEES AT THE COMPLETION OF THEIR TRAINING, SUBJECT TO THE AVAILABILITY OF EMPLOYMENT OPPORTUNITIES. TRAINEES MUST BE TRAINED PURSUANT TO

TRAINING PROGRAMS APPROVED BY THE U.S. DEPARTMENT OF LABOR.

- g) THE CONTRACTOR SHALL TAKE SPECIFIC AFFIRMATIVE ACTIONS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. THE EVALUATION OF THE CONTRACTOR'S COMPLIANCE WITH THESE SPECIFICATIONS SHALL BE BASED UPON ITS EFFORT TO ACHIEVE MAXIMUM RESULTS FROM ITS ACTIONS. THE CONTRACTOR SHALL DOCUMENT THESE EFFORTS FULLY, AND SHALL IMPLEMENT AFFIRMATIVE ACTION STEPS AT LEAST AS EXTENSIVE AS THE FOLLOWING:
1. ENSURE AND MAINTAIN A WORKING ENVIRONMENT FREE OF HARASSMENT, INTIMIDATION, AND COERCION AT ALL SITES, AND IN ALL FACILITIES AT WHICH THE CONTRACTOR'S EMPLOYEES ARE ASSIGNED TO WORK. THE CONTRACTOR, WHERE POSSIBLE, WILL ASSIGN TWO OR MORE WOMEN TO EACH CONSTRUCTION PROJECT. THE CONTRACTOR SHALL SPECIFICALLY ENSURE THAT ALL FOREMEN, SUPERINTENDENTS, AND OTHER ON-SITE SUPERVISORY PERSONNEL ARE AWARE OF AND CARRY OUT THE CONTRACTOR'S OBLIGATION TO MAINTAIN SUCH A WORKING ENVIRONMENT, WITH SPECIFIC ATTENTION TO MINORITY OR FEMALE INDIVIDUALS WORKING AT SUCH SITES OR IN SUCH FACILITIES.
 2. ESTABLISH AND MAINTAIN A CURRENT LIST OF MINORITY AND FEMALE RECRUITMENT SOURCES, PROVIDE WRITTEN NOTIFICATION TO MINORITY AND FEMALE RECRUITMENT SOURCES AND TO COMMUNITY ORGANIZATIONS WHEN THE CONTRACTOR OR ITS UNIONS HAVE EMPLOYMENT OPPORTUNITIES AVAILABLE, AND MAINTAIN A RECORD OF THE ORGANIZATIONS' RESPONSES.
 3. MAINTAIN A CURRENT FILE OF THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF EACH MINORITY AND FEMALE OFF-THE-STREET APPLICANT AND MINORITY OR FEMALE REFERRAL FROM A UNION, A RECRUITMENT SOURCE OR COMMUNITY ORGANIZATION AND OF WHAT ACTION WAS TAKEN WITH RESPECT TO EACH SUCH INDIVIDUAL. IF SUCH INDIVIDUAL WAS SENT TO THE UNION HIRING HALL FOR REFERRAL AND WAS NOT REFERRED BACK TO THE CONTRACTOR BY THE UNION OR, IF REFERRED, NOT EMPLOYED BY THE CONTRACTOR, THIS SHALL BE DOCUMENTED IN THE FILE WITH THE REASON THEREFOR, ALONG WITH WHATEVER ADDITIONAL ACTIONS THE CONTRACTOR MAY HAVE TAKEN.

4. PROVIDE IMMEDIATE WRITTEN NOTIFICATION TO THE DIRECTOR WHEN THE UNION OR UNIONS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT HAS NOT REFERRED TO THE CONTRACTOR A MINORITY PERSON OR WOMAN SENT BY THE CONTRACTOR, OR WHEN THE CONTRACTOR HAS OTHER INFORMATION THAT THE UNION REFERRAL PROCESS HAS IMPEDED THE CONTRACTOR'S EFFORTS TO MEET ITS OBLIGATIONS.
5. DEVELOP ON-THE-JOB TRAINING OPPORTUNITIES AND/OR PARTICIPATE IN TRAINING PROGRAMS FOR THE AREA WHICH EXPRESSLY INCLUDE MINORITIES AND WOMEN, INCLUDING UPGRADING PROGRAMS AND APPRENTICESHIP AND TRAINEE PROGRAMS RELEVANT TO THE CONTRACTOR'S EMPLOYMENT NEEDS, ESPECIALLY THOSE PROGRAMS FUNDED OR APPROVED BY THE DEPARTMENT OF LABOR. THE CONTRACTOR SHALL PROVIDE NOTICE OF THESE PROGRAMS TO THE SOURCES COMPILED UNDER 7B ABOVE.
6. DISSEMINATE THE CONTRACTOR'S EEO POLICY BY PROVIDING NOTICE OF THE POLICY TO UNIONS AND TRAINING PROGRAMS AND REQUESTING THEIR COOPERATION IN ASSISTING THE CONTRACTOR IN MEETING ITS EEO OBLIGATIONS; BY INCLUDING IT IN ANY POLICY MANUAL AND COLLECTIVE BARGAINING AGREEMENT; BY PUBLICIZING IT IN THE COMPANY NEWSPAPER, ANNUAL REPORT, ETC.; BY SPECIFIC REVIEW OF THE POLICY WITH ALL MANAGEMENT PERSONNEL AND WITH ALL MINORITY AND FEMALE EMPLOYEES AT LEAST ONCE A YEAR; AND BY POSTING THE COMPANY EEO POLICY ON BULLETIN BOARDS ACCESSIBLE TO ALL EMPLOYEES AT EACH LOCATION WHERE CONSTRUCTION WORK IS PERFORMED.
7. REVIEW, AT LEAST ANNUALLY, THE COMPANY'S EEO POLICY AND AFFIRMATIVE ACTION OBLIGATIONS UNDER THESE SPECIFICATIONS WITH ALL EMPLOYEES HAVING ANY RESPONSIBILITY FOR HIRING, ASSIGNMENT, LAYOFF, TERMINATION OR OTHER EMPLOYMENT DECISIONS INCLUDING SPECIFIC REVIEW OF THESE ITEMS WITH ONSITE SUPERVISORY PERSONNEL SUCH AS SUPERINTENDENTS, GENERAL FOREMEN, ETC., PRIOR TO THE INITIATION OF CONSTRUCTION WORK AT ANY JOB SITE. A WRITTEN RECORD SHALL BE MADE AND MAINTAINED IDENTIFYING THE TIME AND PLACE OF THESE MEETINGS, PERSONS ATTENDING,

SUBJECT MATTER DISCUSSED, AND DISPOSITION OF THE SUBJECT MATTER.

8. DISSEMINATE THE CONTRACTOR'S EEO POLICY EXTERNALLY BY INCLUDING IT IN ANY ADVERTISING IN THE NEWS MEDIA, SPECIFICALLY INCLUDING MINORITY AND FEMALE NEWS MEDIA, AND PROVIDING WRITTEN NOTIFICATION TO AND DISCUSSING THE CONTRACTOR'S EEO POLICY WITH OTHER CONTRACTORS AND SUBCONTRACTORS WITH WHOM THE CONTRACTOR DOES OR ANTICIPATES DOING BUSINESS.
9. DIRECT ITS RECRUITMENT EFFORTS, BOTH ORAL AND WRITTEN, TO MINORITY, FEMALE AND COMMUNITY ORGANIZATIONS, TO SCHOOLS WITH MINORITY AND FEMALE STUDENTS AND TO MINORITY AND FEMALE RECRUITMENT AND TRAINING ORGANIZATIONS SERVING THE CONTRACTOR'S RECRUITMENT AREA AND EMPLOYMENT NEEDS. NOT LATER THAN ONE MONTH PRIOR TO THE DATE FOR THE ACCEPTANCE OF APPLICATIONS FOR APPRENTICESHIP OR OTHER TRAINING BY ANY RECRUITMENT SOURCE, THE CONTRACTOR SHALL SEND WRITTEN NOTIFICATION TO ORGANIZATIONS SUCH AS THE ABOVE, DESCRIBING THE OPENINGS, SCREENING PROCEDURES, AND TESTS TO BE USED IN THE SELECTION PROCESS.
10. ENCOURAGE PRESENT MINORITY AND FEMALE EMPLOYEES TO RECRUIT OTHER MINORITY PERSONS AND WOMEN AND, WHERE REASONABLE, PROVIDE AFTER SCHOOL, SUMMER AND VACATION EMPLOYMENT TO MINORITY AND FEMALE YOUTH BOTH ON THE SITE AND IN OTHER AREAS OF A CONTRACTOR'S WORK FORCE.
11. VALIDATE ALL TESTS AND OTHER SELECTION REQUIREMENTS WHERE THERE IS AN OBLIGATION TO DO SO UNDER 41 CFR PART 60-3.
12. CONDUCT, AT LEAST ANNUALLY, AN INVENTORY AND EVALUATION AT LEAST OF ALL MINORITY AND FEMALE PERSONNEL FOR PROMOTIONAL OPPORTUNITIES AND ENCOURAGE THESE EMPLOYEES TO SEEK OR TO PREPARE FOR, THROUGH APPROPRIATE TRAINING, ETC., SUCH OPPORTUNITIES.
13. ENSURE THAT SENIORITY PRACTICES, JOB CLASSIFICATIONS, WORK ASSIGNMENTS AND OTHER PERSONNEL PRACTICES, DO NOT HAVE A DISCRIMINATORY EFFECT BY CONTINUALLY

MONITORING ALL PERSONNEL AND EMPLOYMENT RELATED ACTIVITIES TO ENSURE THAT THE EEO POLICY AND THE CONTRACTOR'S OBLIGATIONS UNDER THESE SPECIFICATIONS ARE BEING CARRIED OUT.

14. ENSURE THAT ALL FACILITIES AND COMPANY ACTIVITIES ARE NONSEGREGATED EXCEPT THAT SEPARATE OR SINGLE-USER TOILET AND NECESSARY CHANGING FACILITIES SHALL BE PROVIDED TO ASSURE PRIVACY BETWEEN THE SEXES.
 15. DOCUMENT AND MAINTAIN A RECORD OF ALL SOLICITATIONS OF OFFERS FOR SUBCONTRACTS FROM MINORITY AND FEMALE CONSTRUCTION CONTRACTORS AND SUPPLIERS, INCLUDING CIRCULATION OF SOLICITATIONS TO MINORITY AND FEMALE CONTRACTOR ASSOCIATIONS AND OTHER BUSINESS ASSOCIATIONS.
 16. CONDUCT A REVIEW, AT LEAST ANNUALLY, OF ALL SUPERVISORS' ADHERENCE TO AND PERFORMANCE UNDER THE CONTRACTOR'S EEO POLICIES AND AFFIRMATIVE ACTION OBLIGATIONS.
- h) CONTRACTORS ARE ENCOURAGED TO PARTICIPATE IN VOLUNTARY ASSOCIATIONS WHICH ASSIST IN FULFILLING ONE OR MORE OF THEIR AFFIRMATIVE ACTION OBLIGATIONS (7A THROUGH P). THE EFFORTS OF A CONTRACTOR ASSOCIATION, JOINT CONTRACTOR-UNION, CONTRACTOR-COMMUNITY, OR OTHER SIMILAR GROUP OF WHICH THE CONTRACTOR IS A MEMBER AND PARTICIPANT, MAY BE ASSERTED AS FULFILLING ANY ONE OR MORE OF ITS OBLIGATIONS UNDER 7A THROUGH P OF THESE SPECIFICATIONS PROVIDED THAT THE CONTRACTOR ACTIVELY PARTICIPATES IN THE GROUP, MAKES EVERY EFFORT TO ASSURE THAT THE GROUP HAS A POSITIVE IMPACT ON THE EMPLOYMENT OF MINORITIES AND WOMEN IN THE INDUSTRY, ENSURES THAT THE CONCRETE BENEFITS OF THE PROGRAM ARE REFLECTED IN THE CONTRACTOR'S MINORITY AND FEMALE WORKFORCE PARTICIPATION, MAKES A GOOD FAITH EFFORT TO MEET ITS INDIVIDUAL GOALS AND TIMETABLES, AND CAN PROVIDE ACCESS TO DOCUMENTATION WHICH DEMONSTRATES THE EFFECTIVENESS OF ACTIONS TAKEN ON BEHALF OF THE CONTRACTOR. THE OBLIGATION TO COMPLY, HOWEVER, IS THE CONTRACTOR'S AND FAILURE OF SUCH A GROUP TO FULFILL AN OBLIGATION SHALL NOT BE A DEFENSE FOR THE CONTRACTOR'S NONCOMPLIANCE.
- i) A SINGLE GOAL FOR MINORITIES AND A SEPARATE SINGLE GOAL FOR WOMEN HAVE BEEN ESTABLISHED. THE CONTRACTOR,

HOWEVER, IS REQUIRED TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY AND TO TAKE AFFIRMATIVE ACTION FOR ALL MINORITY GROUPS, BOTH MALE AND FEMALE, AND ALL WOMEN, BOTH MINORITY AND NON-MINORITY. CONSEQUENTLY, THE CONTRACTOR MAY BE IN VIOLATION OF THE EXECUTIVE ORDER IF A PARTICULAR GROUP IS EMPLOYED IN A SUBSTANTIALLY DISPARATE MANNER (FOR EXAMPLE, EVEN THOUGH THE CONTRACTOR HAS ACHIEVED ITS GOALS FOR WOMEN GENERALLY, THE CONTRACTOR MAY BE IN VIOLATION OF THE EXECUTIVE ORDER IF A SPECIFIC MINORITY GROUP OF WOMEN IS UNDERUTILIZED).

- j) THE CONTRACTOR SHALL NOT USE THE GOALS AND TIMETABLES OR AFFIRMATIVE ACTION STANDARDS TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN.
- k) THE CONTRACTOR SHALL NOT ENTER INTO ANY SUBCONTRACT WITH ANY PERSON OR FIRM DEBARRED FROM GOVERNMENT CONTRACTS PURSUANT TO EXECUTIVE ORDER 11246.
- l) THE CONTRACTOR SHALL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THESE SPECIFICATIONS AND OF THE EQUAL OPPORTUNITY CLAUSE, INCLUDING SUSPENSION, TERMINATION AND CANCELLATION OF EXISTING SUBCONTRACTS AS MAY BE IMPOSED OR ORDERED PURSUANT TO EXECUTIVE ORDER 11246, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS, BY THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS. ANY CONTRACTOR WHO FAILS TO CARRY OUT SUCH SANCTIONS AND PENALTIES SHALL BE IN VIOLATION OF THESE SPECIFICATIONS AND EXECUTIVE ORDER 11246, AS AMENDED.
- m) THE CONTRACTOR, IN FULFILLING ITS OBLIGATIONS UNDER THESE SPECIFICATIONS, SHALL IMPLEMENT SPECIFIC AFFIRMATIVE ACTION STEPS, AT LEAST AS EXTENSIVE AS THOSE STANDARDS PRESCRIBED IN PARAGRAPH 7 OF THESE SPECIFICATIONS, SO AS TO ACHIEVE MAXIMUM RESULTS FROM ITS EFFORTS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. IF THE CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF THE EXECUTIVE ORDER, THE IMPLEMENTING REGULATIONS, OR THESE SPECIFICATIONS, THE DIRECTOR SHALL PROCEED IN ACCORDANCE WITH 41 CFR 60-4.8.
- n) THE CONTRACTOR SHALL DESIGNATE A RESPONSIBLE OFFICIAL TO MONITOR ALL EMPLOYMENT RELATED ACTIVITY TO ENSURE THAT THE COMPANY EEO POLICY IS BEING CARRIED OUT, TO SUBMIT REPORTS RELATING TO THE PROVISIONS HEREOF AS MAY BE

REQUIRED BY THE GOVERNMENT AND TO KEEP RECORDS. RECORDS SHALL AT LEAST INCLUDE FOR EACH EMPLOYEE THE NAME, ADDRESS, TELEPHONE NUMBERS, CONSTRUCTION TRADE, UNION AFFILIATION IF ANY, EMPLOYEE IDENTIFICATION NUMBER WHEN ASSIGNED, SOCIAL SECURITY NUMBER, RACE, SEX, STATUS (E.G., MECHANIC, APPRENTICE TRAINEE, HELPER, OR LABORER), DATES OF CHANGES IN STATUS, HOURS WORKED PER WEEK IN THE INDICATED TRADE, RATE OF PAY, AND LOCATIONS AT WHICH THE WORK WAS PERFORMED. RECORDS SHALL BE MAINTAINED IN AN EASILY UNDERSTANDABLE AND RETRIEVABLE FORM; HOWEVER, TO THE DEGREE THAT EXISTING RECORDS SATISFY THIS REQUIREMENT, CONTRACTORS SHALL NOT BE REQUIRED TO MAINTAIN SEPARATE RECORDS.

- o) NOTHING HEREIN PROVIDED SHALL BE CONSTRUED AS A LIMITATION UPON THE APPLICATION OF OTHER LAWS WHICH ESTABLISH DIFFERENT STANDARDS OF COMPLIANCE OR UPON THE APPLICATION OF REQUIREMENTS FOR THE HIRING OF LOCAL OR OTHER AREA RESIDENTS (E.G., THOSE UNDER THE PUBLIC WORKS EMPLOYMENT ACT OF 1977 AND THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM).

7) USDOT Disadvantaged Business Enterprise (DBE) Program Requirements 49 CFR Part 26

- a) This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The BMPO's overall goal for DBE participation is 7.0% of federal funds for FTA projects and 10.65% for FDOT's FHWA assisted contracts.
- b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as the Purchaser deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFP 26.13(b)).
- c) Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the

maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT/ FHWA assisted contracts. The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Purchaser. The Contractor must promptly notify the Purchaser, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Purchaser.

8) FHWA Non-Collusion Statement 23 USC 112(c); 23 CFR 635.112(f)

EACH BIDDER SHALL FILE A STATEMENT EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE BID CERTIFYING THAT SUCH PERSON, FIRM, ASSOCIATION, OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION, IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMITTED BID. FAILURE TO SUBMIT THE EXECUTED STATEMENT AS PART OF THE BIDDING DOCUMENTS WILL MAKE THE BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

9) Sanctions and Penalties for Breach of Contract 2 CFR Part 200, Appendix II(A)

[All contracts in excess of \$150,000 shall contain provisions or conditions which will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.]

10) Termination for Cause and Convenience 2 C.F.R. Part 200, Appendix II, ¶ B

[All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement].

11) Rights to Inventions Made Under a Contract or Agreement 2 C.F.R. Part 200, Appendix II, ¶ F

- a) If the FHWA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FHWA. 2 C.F.R. Part 200, Appendix II, ¶ F.
- b) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

12) Energy Efficiency 42 USC 6201; 2 CFR Part 200 Appendix II (H)

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Florida Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

13) Procurement of Recovered Materials 2 CFR Part 200 Appendix II (K), 2 CFR 200.322; 40 CFR Part 247

- a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired -
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.

14) FHWA Form 1273 Provisions (see attachment)

[Form FHWA-1273 must be incorporated in all FHWA-assisted construction solicitations and contracts.]

CITY OF FORT LAUDERDALE
DRAFT CONSTRUCTION AGREEMENT

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The construction project described in the Contract Documents, including the Work described therein.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-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 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

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

PROJECT NAME
ITB # PROJECT #

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

PROJECT DESCRIPTION

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

- **Location**
- **Components**

- **Intent**

And DELETE this note before placing in Bid Documents]

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as [REDACTED], whose address is 100 N. Andrews Avenue, 4th/5th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-[REDACTED], and email address is [REDACTED]@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

ARTICLE 5 – CONTRACT TIME

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

ARTICLE 6 – CONTRACT PRICE

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

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.8 Payment Card Industry (PCI) Compliance **[This section does not apply to check Payments. Include this section ONLY when Payment will be made by P-Card]**

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

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.
- 8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

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

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

8.8 Labor

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

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

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

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

8.9 Materials:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.18 Safety and Protection:

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

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

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

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

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

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

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

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

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

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

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, 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"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.
- A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.
- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the

State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

INSERT INSURANCE VERBIAGE FROM RISK MANAGEMENT HERE

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

A Sample Insurance Certificate shall be included with the 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.

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

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

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

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

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

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the

Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

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

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

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

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

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found

to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of

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

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

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

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

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

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

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

- 14.1.3 Supplemental costs including the following:

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

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

the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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

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

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

14.4.1 A mutually acceptable negotiated fee:

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

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

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

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

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

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

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

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

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

subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Hundred/Thousand Dollars (\$.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application

and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
 - 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
 - 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for

trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

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

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:

Project Manager
City of Fort Lauderdale
100 North Andrews Avenue, 4th Floor
Fort Lauderdale, Florida 33301-1016
Telephone: (954) 828-_____
E-mail: _____

with copies to:

City Manager and City Attorney

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

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, Florida Statutes (2022), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any

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

ARTICLE 22 – MISCELLANEOUS

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

- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

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

OR

Scrutinized Companies **[APPLICABLE WHEN CONTRACT IS NON-AGENDA; UNDER \$1M:**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.
- 22.10 This Project will be financed with the assistance from the Community Development Block Grant Housing and Urban Development Repayment Funds using federal assistance authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The CITY requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this Project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby made a part of this Agreement. See Supplemental General Conditions for additional federal and state requirements as applicable to this Agreement. **[INCLUDE THIS PARAGRAPH ONLY IF THIS PROJECT WILL BE FUNDED PARTIALLY/FULLY BY CDBG FUNDS. IF IT IS, PLEASE FOLLOW THE CDBG TEMPLATE TABLE OF CONTENTS AS WELL AS INCLUDE THE SUPPLEMENTAL BID INFORMATION PAGE FROM SAID TEMPLATE]**

22.11 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (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.

[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: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
RHONDA MONTTOYA 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 _____, 2023, 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: _____

DRAWING INDEX

1	COVER SHEET
2	SIGNATURES
3	GENERAL NOTES
4	SUMMARY OF QUANTITIES
5	EXISTING CONDITIONS
6	EROSION CONTROL PLAN
7	DEMOLITION PLAN
8	SPECIAL DETAILS
9	TYPICAL SECTION
10–11	PLAN AND PROFILE
12	SIGNING AND MARKING
13	LIGHTING PLAN
14–15	LIGHTING DETAILS
L3.0–L3.1	HARDSCAPE PLAN AND DETAILS
L4.0–L4.2	LANDSCAPE PLAN AND DETAILS
L5.0	IRRIGATION PLAN
L5.1	IRRIGATION DETAILS
L5.2	IRRIGATION NOTES
L5.3	IRRIGATION NOTES



CITY OF FORT LAUDERDALE

PROJECT #12627

MOBILITY HUB NORTH

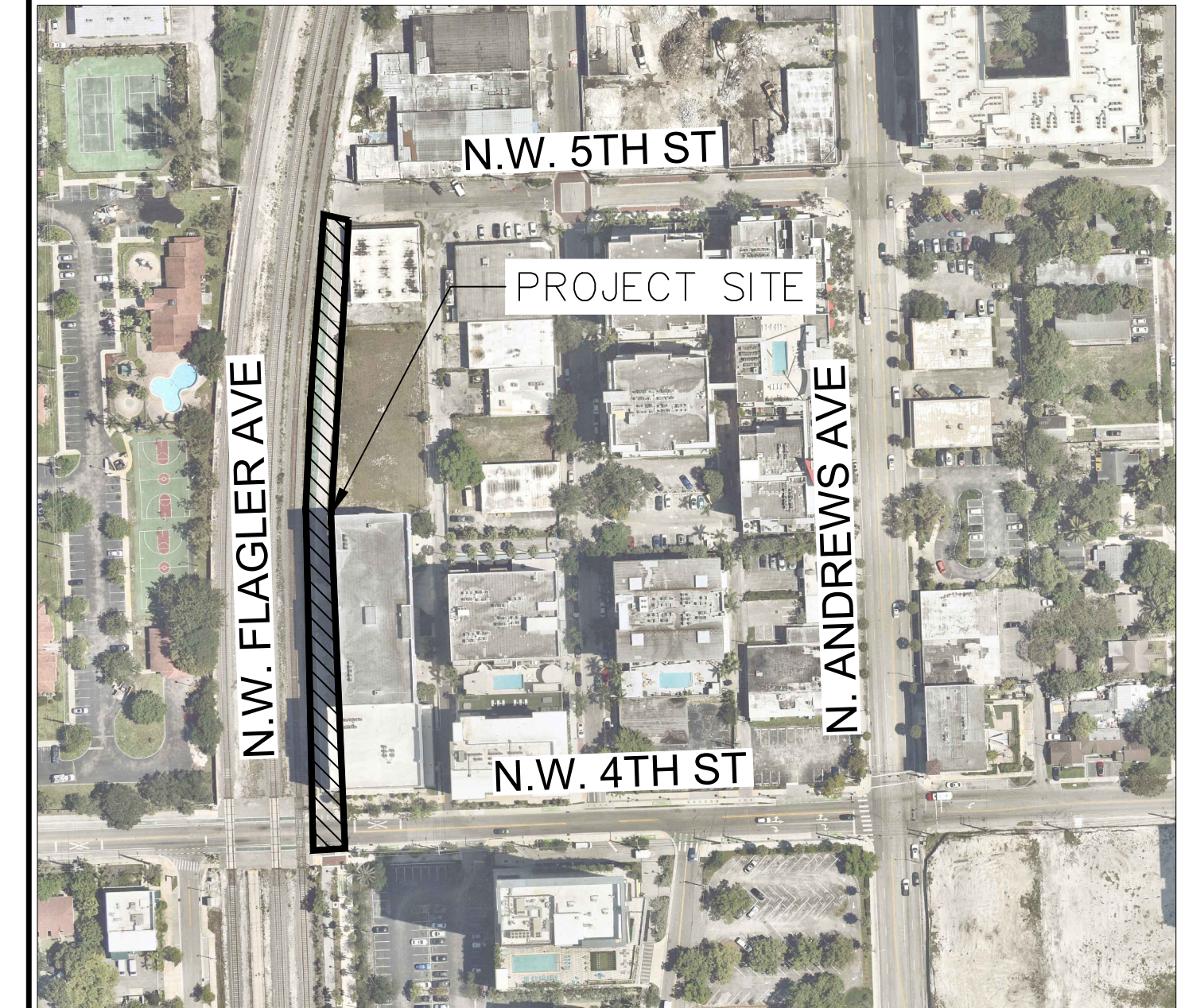
STREETSCAPE IMPROVEMENTS PROJECT

FORT LAUDERDALE, FLORIDA

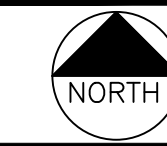
PREPARED BY:



© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 WWW.KIMLEY-HORN.COM CA 00000696



N.T.S.



LOCATION SKETCH

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE IMPROVEMENTS PROJECT
FORT LAUDERDALE, FL



CITY OF FORT LAUDERDALE
TRANSPORTATION
AND
MOBILITY

290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

FORT LAUDERDALE CITY COMMISSION

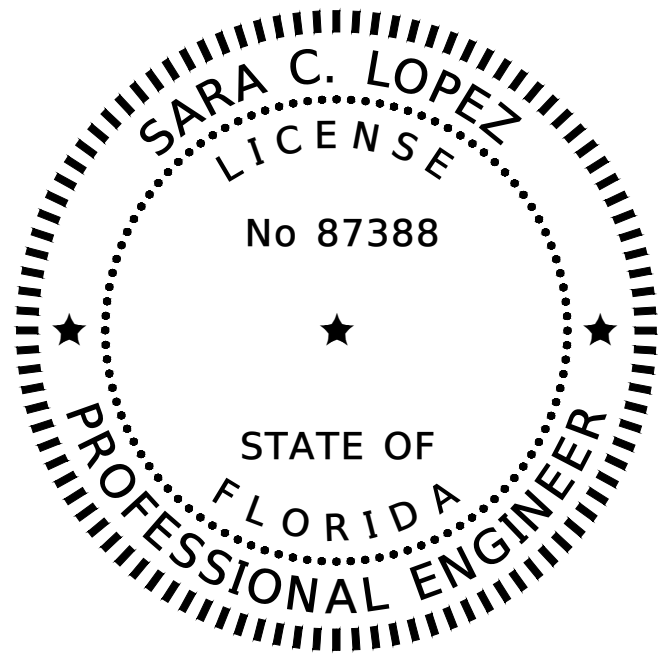
DEAN J. TRANTALIS	MAYOR
JOHN C. HERBST	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
PAMELA BEASLEY-PITTMAN	COMMISSIONER - DISTRICT III
WARREN STURMAN	COMMISSIONER - DISTRICT IV

SENIOR PROJECT MANAGER	JOB TITLE	PHONE NO.
MACKENDY PHILIPPI, C.P.M.	PROJECT MANAGER II	954-828-3707

DATE: 10/09/2023

CAD FILE: 12627-C0.0-COVR.dwg

DRAWING FILE No.:



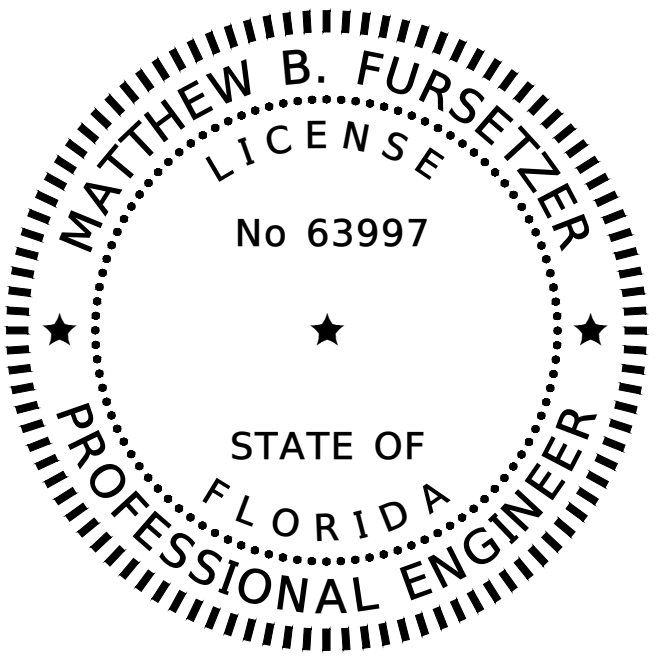
THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

KIMLEY-HORN AND ASSOCIATES
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
REGISTRY NO. 696
SARA C. LOPEZ, P.E. NO 87388

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH 61G15-23.004. F.A.C.



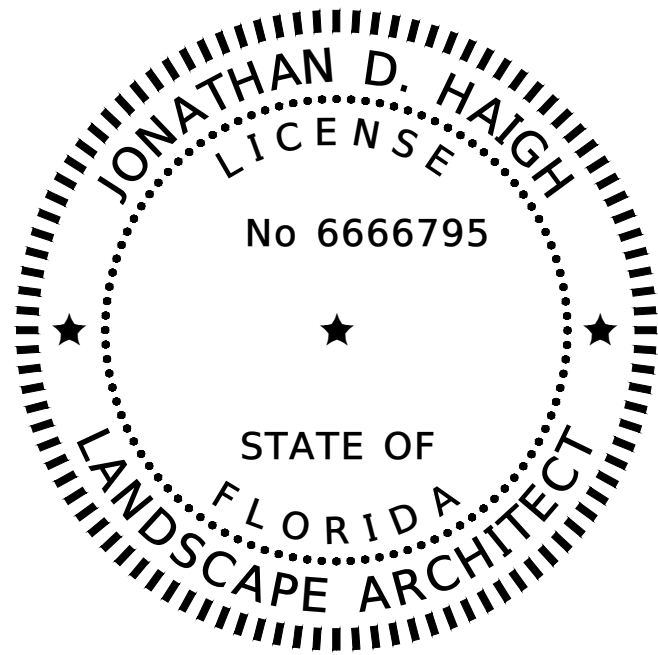
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KIMLEY-HORN AND ASSOCIATES
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
REGISTRY NO. 696
MATTHEW B. FURSETZER, P.E. NO 63997

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH 61G15-23.004. F.A.C.



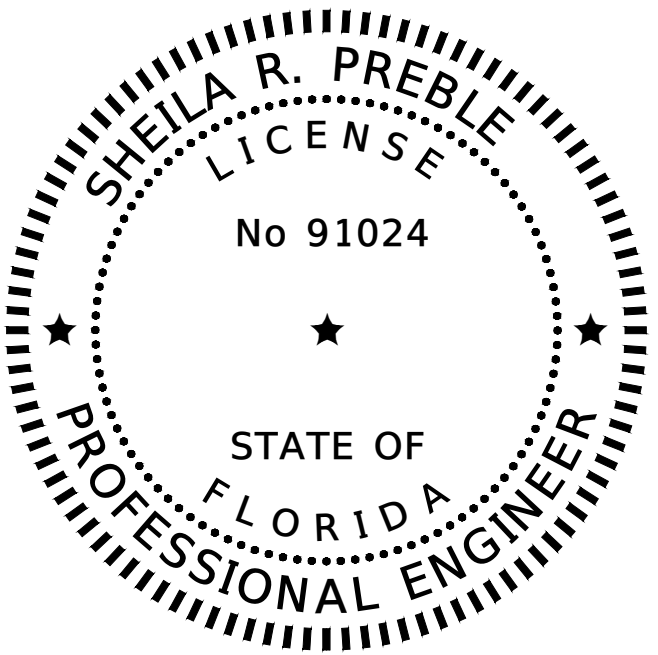
THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

KIMLEY-HORN AND ASSOCIATES
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
REGISTRY NO. 696
JONATHAN D. HAIGH, L.A. NO 6666795

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH 61G10-11.011. F.A.C.



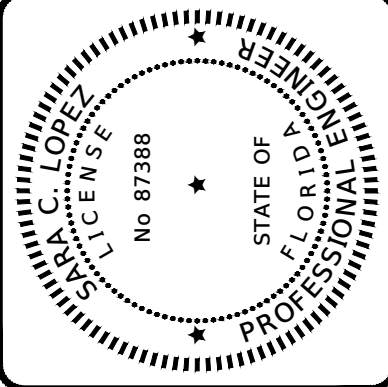
THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

KIMLEY-HORN AND ASSOCIATES
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
REGISTRY NO. 696
SHEILA R. PREBLE, P.E. NO 91024

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH 61G15-23.004. F.A.C.



DRAWN BY:	DATE:
NO	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	
MF	
FIELD BOOK:	

CITY OF FORT LAUDERDALE

TRANSPORTATION AND
MOBILITY DEPARTMENT

290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

PROJECT #12627

MOBILITY HUB NORTH

STREETSCAPE PROJECT

SIGNATURES

FORT LAUDERDALE, FLORIDA

SHEET NO.	2
TOTAL:	24
CAD FILE:	P12627-SIG

100% SET

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE CITY OF FORT LAUDERDALE, FLORIDA PUBLIC WORKS MANUAL, AND SPECIFICATIONS, THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION), THE FLORIDA BUILDING CODE, AND ALL OTHER LOCAL, COUNTY, STATE, AND FEDERAL STANDARDS GOVERNING THE PROPOSED WORK AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATION THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITION THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE BOTH THE SURFACE AND SUBSURFACE CONDITIONS AND BASE HIS PRICING ACCORDINGLY. GEOTECHNICAL AND ENVIRONMENTAL REPORTS ARE AVAILABLE FOR REVIEW.
4. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES, SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. AN APPROXIMATE LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.

COMPANY	CONTACT	CONTACT INFO
ATT/DISTRIBUTION	DINO FARRUGGIO	G27896@ATT.COM
CITY OF FT. LAUDERDALE	CRAIG BARRETT	(954) 828-5875
COMCAST CABLE	RICARDO DAVIDSON	(786) 586-8505
CROWN CASTLE NG	FIBERDIG TEAM	(888) 632-0931 x2
FPL-BROWARD	JOEL BRAY	(386) 586-6403
LUMEN	NETWORK RELATIONS	(877) 366-8344 x2
MCI	INVESTIGATIONS TEAM	(800) 624-9675 x2
SPRINT	SCOTT DRAKE	
TECO PEOPLES GAS SOUTH FLORIDA	JON BAKER	(352) 409-5095
RESURGENCE INFRASTRUCTURE GROUP LLC	JOAN DOMNING	(813) 275-3783

6. THE CONTRACTOR SHALL USE HAND EXCAVATION METHODS WHEN EXCAVATING NEAR EXISTING UTILITIES OR WHERE AND DIGGING IS SPECIFIED ON THE PLANS. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK. EXTREME CAUTION ALL BE USED BY THE CONTRACTOR WHEN EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND EXISTING UTILITIES
7. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
10. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
11. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
13. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE OWNER, ENGINEER OF RECORD AND APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE MAINTENANCE OF TRAFFIC FOR THE ADJACENT PROPERTY DURING CONSTRUCTION.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL AFFECTED AND ADJACENT PROPERTY OWNERS PRIOR TO BEGINNING WORK.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PROPOSED IMPROVEMENTS. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
17. PRIOR TO GRAND OPENING THE CONTRACTOR SHALL:
- SWEEP THE ENTIRE SITE

- ELIMINATE ALL DEBRIS IN THE LANDSCAPING AREAS
- PRESSURE CLEAN THE SITE ASPHALT
- PRESSURE CLEAN THE CURBS, SIDEWALKS, AND CONCRETE PAD AT THE DRIVE THRU

SURVEY DATA

1. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). HORIZONTAL COORDINATES ARE RELATIVE TO THE FLORIDA STATE COORDINATES SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983 (NAD83) WITH THE 2011 ADJUSTMENT APPLIED (83/NSRS11).
2. ALL EXISTING CONTROL POINTS AND/OR REFERENCE MARKERS SHALL BE RAISED TO FINAL GRADE. THESE POINTS AND REFERENCE MARKERS SHALL BE LOCATED AND NOTED ON THE AS-BUILTS.
3. THE LOCATION OF EXISTING RIGHT-OF-WAY LINES, CENTERLINES, ROADWAY PAVEMENT, UTILITIES, TREES, AND OTHER PHYSICAL ABOVE-GROUND FEATURES SHOWN ON THE PLANS WERE TAKEN FROM THE SPECIFIC PURPOSE SURVEYS PREPARED BY:
- KEITH & ASSOCIATES, INC.
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FL 33060
PHONE: 954-788-3400
FAX: 954-788-3500
CONTACT: SAM HALL, P.S.M., P.L.S.
4. ALL STATIONS AND OFFSETS ARE REFERENCED TO CONSTRUCTION BASELINE.
5. EXISTING SECTION CORNERS AND ¼ SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND REPLACED IF DISTURBED BY THE CONTRACTOR AT DIRECTION OF A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.
6. ANY NAVD-1988 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE SECTION N/CG-162
6001 EXECUTIVE BLVD
ROCKVILLE, MARYLAND 20852
PHONE: 301-443-8319

PAVING GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL EARTHEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
8. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.
9. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
10. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
11. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE EARTHEN AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
12. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
14. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
15. SOD, WHERE CALLED FOR, MUST BE INSTALLED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
16. THE CONTRACTOR SHALL ENSURE THAT PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND SEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS AT NO ADDITIONAL COST TO THE OWNER WHEN THE DESIGN CAPACITY HAS BEEN NOTICEABLY REDUCED IN THE OPINION OF THE OWNER OR THE AHI.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

MAINTENANCE OF TRAFFIC

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (102 MOT SPECIFICATION), AND THE 2009 EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS A MINIMUM CRITERIA.
2. IF ANY DROP-OFF CONDITION CAN NOT BE CREATED AND RESTORED WITHIN THE SAME WORK PERIOD, THE CONTRACTOR SHALL USE BARRIERS PER INDEX 102-600 OF THE FDOT DESIGN STANDARDS PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
3. THE CONTRACTOR SHALL HAVE A TRAFFIC CONTROL OFFICER ON SITE DURING WORK ACTIVITIES.
4. THE CONTRACTOR SHALL NOTIFY BROWARD COUNTY TRANSIT, ALL LOCAL POLICE DEPARTMENTS, FIRE DEPARTMENTS, AND EMS 48 HOURS IN ADVANCE OF ANTICIPATED DISRUPTION TO THE NORMAL FLOW OF TRAFFIC, INCLUDING DETOURS.
5. THE CONTRACTOR SHALL NOTIFY THE CITY OF FORT LAUDERDALE AND THE BROWARD COUNTY SCHOOL DISTRICT TWO WEEKS PRIOR TO THE BEGINNING OF CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN FACILITIES PER STANDARD INDEX 102-660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALK DURING ALL CONSTRUCTION ACTIVITIES.
7. CONTRACTOR MUST SUBMIT A COMPLETED MOT APPLICATION TO TRANSPORTATION AND MOBILITY FOR APPROVAL PRIOR TO ANY CONSTRUCTION IMPACTING THE PUBLIC RIGHT-OF-WAY.

TYPICAL ENGINEER OBSERVATIONS

CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS IN ADVANCE OF THE FOLLOWING ACTIVITIES:

- PRE-CONSTRUCTION MEETING
- SUBGRADE PREPARATION
- BASE INSTALLATION
- CONCRETE INSTALLATION
- UNDERGROUND PIPING AND UTILITIES INSTALLATION
- INSTALLATION OF STRUCTURES, DDCV, HYDRANTS, METERS, ETC.
- SIDEWALK INSTALLATION
- CONNECTIONS TO WATER AND SEWER MAINS
- TESTS OF UTILITIES
- ANY OTHER INSPECTION FOR WHICH A PERMITTING AGENCY REQUIRES THE ENGINEER TO BE PRESENT

3RD PARTY TEST REPORTS REQUIRED

TEST REPORTS REQUIRED FOR CLOSE OUT INCLUDE, BUT ARE NOT LIMITED TO:

- DENSITY TEST REPORTS
- ANY OTHER TESTING REQUIRED BY JURISDICTIONAL AGENCIES

RECORD DRAWINGS

1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
2. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF FINISHED PAVEMENT, SIDEWALKS, CURBS, AND ALL PHYSICAL IMPROVEMENTS. SUCH GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) – EROSION CONTROL FEATURES

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE ROADWAY GRADES AND CROSS SECTIONS, DRAINAGE STRUCTURES AND PIPE THAT CONVEY EXCESS STORM WATER RUNOFF FROM CONSTRUCTION AREAS TO THE STORM SEWER SYSTEM. THIS WOULD INCLUDE, BUT NO BE LIMITED TO, MAINTAINING/PROVIDING POSITIVE PAVEMENT GRADES, DESILTING PIPES AND INLETS AS REQUIRED AND IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN.

2. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES AS PER SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE MAINTENANCE OF THESE DEVICES WILL OCCUR UNTIL THE CITY PROJECT CONTRACTOR TO REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ONCE THEY HAVE SERVED THEIR PURPOSE. ENGINEER HAS DEEMED AN AREA IS PERMANENTLY STABILIZED. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ONCE THEY HAVE SERVED THEIR PURPOSE.
3. IN ACCORDANCE WITH THE FDOT EROSION AND SEDIMENT CONTROL MANUAL, ALL SPECIFIED INLETS, CATCH BASINS AND STORM DRAIN AS WELL AS THE UNSPECIFIED ROADWAY PAVEMENT THAT SERVES SHEET FLOW, SHALL BE PROTECTED FROM SEDIMENT LADEN STOWATER RUNOFF UNTIL THE COMPLETION OF CONSTRUCTION ACTIVITIES
4. SILT FENCE SHALL BE INSTALLED ALONG ALL R/W LINES TO CONTROL SEDIMENTATION. COST TO BE INCLUDED IN PAY ITEM GC-1.

PROJECT CLOSE OUT

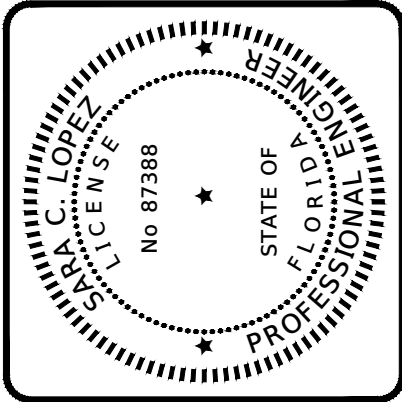
1. CLEANING UP
- A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL, CONSTRUCTION DEVICES AND TRASH. THE PAVED AREAS SHALL BE SWEEP CLEAN.
- B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
- C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
- D. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE, AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK. THESE AREAS SHALL BE KEPT IN A CLEAN AND NEAT CONDITION.
- E. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENVIRONMENTAL ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
- F. IMMEDIATELY PRIOR TO GRAND OPENING, CONTRACTOR IS TO SWEEP ENTIRE SITE, ELIMINATE ALL DEBRIS AND FUMIGATE THE LANDSCAPE AREAS AND PRESSURE CLEAN THE SITE ASPHALT, CURB, SIDEWALKS, AND CONCRETE PADS.
2. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
3. CONTRACTOR TO REPLACE ALL FOUND PIPES WITH NAIL AND DISKS.
4. REFER TO BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE STANDARDS FOR ADDITIONAL CLOSE-OUT REQUIREMENTS.

THE FOLLOWING ITEMS ARE NOT REVIEWED OR ACCEPTED BY BROWARD COUNTY:

1. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION'S REVIEW DOES NOT INCLUDE A REVIEW AND ACCEPTANCE OF THE PROJECT'S DESIGN OR OPERATION. THESE ITEMS ARE TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.
2. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION DOES NOT REVIEW AND APPROVE, OR INSPECT AND ACCEPT THE FOLLOWING ITEMS FOR MAINTENANCE: PAVEMENT MARKINGS ON OR ADJACENT TO PAVEMENT BRICKS, PAINTED ASPHALT, STAMPED ASPHALT OR PAVEMENT MARKINGS MADE OF PAVEMENT BRICKS, RAISED INTERSECTIONS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED MID-BLOCK CROSSWALKS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED CROSSWALKS AND RELATED MARKINGS AND SIGNING, PAINTED/DECORATIVE CROSSWALKS, RAISED CROSSWALKS AND RELATED MARKINGS AND SIGNING, ADVANCED WARNING PAVEMENT MARKINGS FOR SPEED TABLES, BLINKER SIGNS, RECTANGULAR RAPID FLASHER BEACONS AND RELATED MARKINGS AND SIGNING, ON-STREET PARKING AND RELATED MARKINGS AND SIGNING, IN-ROAD LIGHTING AND RELATED MARKINGS AND SIGNING, GREEN BIKE LANES, FLEXIBLE DELINEATORS, DECORATIVE SIGNS AND DECORATIVE SIGN POSTS, PLANTERS, ON-SITE PAVEMENT MARKINGS AND SIGNING, OFF-SITE PAVEMENT MARKINGS AND SIGNING IN RIGHT-OF-WAY THAT IS NOT DEDICATED FOR PUBLIC USE, SIDEWALK WORK OR ASPHALT WORK.
3. THE CITY ENGINEER IS RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE DESIGN AND OPERATION OF THE PROJECT, AND FOR THE INSPECTION AND ACCEPTANCE OF THE FOLLOWING ITEMS THAT WILL BE MAINTAINED BY THE CITY: PAVEMENT MARKINGS ON OR ADJACENT TO PAVEMENT BRICKS, PAINTED ASPHALT, STAMPED ASPHALT OR PAVEMENT MARKINGS MADE OF PAVEMENT BRICKS, PAVEMENT MARKINGS ON OR ADJACENT TO PAVEMENT BRICKS, RAISED INTERSECTIONS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED MID-BLOCK CROSSWALKS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED CROSSWALKS AND RELATED MARKINGS AND SIGNING, PAINTED/DECORATIVE CROSSWALKS, RAISED CROSSWALKS AND RELATED MARKINGS AND SIGNING, ADVANCED WARNING PAVEMENT MARKINGS FOR SPEED TABLES, BLINKER SIGNS, RECTANGULAR RAPID FLASHER BEACONS AND RELATED MARKINGS AND SIGNING, ON-STREET PARKING AND RELATED MARKINGS AND SIGNING, IN-ROAD LIGHTING AND RELATED MARKINGS AND SIGNING, GREEN BIKE LANES, FLEXIBLE DELINEATORS, DECORATIVE SIGNS AND DECORATIVE SIGN POSTS, PLANTERS, ON-SITE PAVEMENT MARKINGS AND SIGNING, OFF-SITE PAVEMENT MARKINGS AND SIGNING IN RIGHT-OF-WAY THAT IS NOT DEDICATED FOR PUBLIC USE, SIDEWALK WORK AND ASPHALT WORK.

Kimley»Horn

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1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 WWW.KIMLEY-HORN.COM CA 00000696



DRAWN BY:	DATE:
NO	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	
MF	
FIELD BOOK:	

CITY OF FORT LAUDERDALE

TRANSPORTATION AND MOBILITY DEPARTMENT

290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHKD

PROJECT #12627

MOBILITY HUB NORTH

STREETSCAPE PROJECT

GENERAL NOTES

FORT LAUDERDALE, FLORIDA

100% SET

SHEET NO.	3
TOTAL:	24
CAD FILE:	P12627-NOTES

ITEM NO.	BASE BID	UNIT	QTY
1	MAINTENANCE OF TRAFFIC	%	10.00
2	MOBILIZATION	%	10.00
3	PERMIT ALLOWANCE	LS	1.00
4	CLEARING & GRUBBING	AC	0.28
5	REMOVAL OF EXISTING CONCRETE, CURB ELEMENTS	LF	200.00
6	REMOVAL OF EXISTING CONCRETE	SY	13.00
7	TYPE B STABILIZATION	SY	986.26
8	OPTIONAL BASE, BASE GROUP 09	SY	986.26
9	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	117.79
10	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	6.48
11	PLAIN CEMENT CONCRETE PAVEMENT, 6"	SY	986.26
12	MANHOLE, ADJUST, UTILITIES	EA	5.00
13	CONCRETE CURB & GUTTER, TYPE D	LF	230.00
14	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	3.00
15	SINGLE POST SIGN, F&I GROUND MOUNT, 12 -20 SF	AS	4.00
16	SINGLE POST SIGN, REMOVE	AS	5.00
17	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	600.00
18	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	62.00
19	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	100.00
20	THERMOPLASTIC, YELLOW, SOLID, 6" 3-9 SKIP	LF	200.00
21	THERMOPLASTIC, YELLOW, SOLID, 6"	LF	50.00
22	GREEN COLORED PAVEMENT MARKINGS, BIKE LANE	SF	640
23	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	8.00
24	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	8.00
25	TRASH AND RECYCLE RECEPTACLE DUMAR INC.	EA	3.00
26	4 PERSON BENCH DUMAR INC.	EA	3.00
27	BIKE RACK DERO HOOP RACK	EA	2.00
28	5' X 3' PLANTER	EA	5.00
29	48" AMERISTAR ALUMINUM FENCE	LF	630.00
30	CABBAGE PALMS	EA	16.00
31	CLUSIA ROSEA TREE	EA	8.00
32	GOLDEN CREEPER	EA	32.00
33	DWARF FAKAHATCHEE	EA	0.00
34	36" TALL BOLLARD	EA	4.00
35	IRRIGATION	EA	1.00
36	WALL MOUNTED KNOX BOX	EA	1.00
37	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	900.00
38	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10.00
39	LIGHTING CONDUCTORS, F&I, INSULATED, NO 6	LF	3000.00
40	LIGHT POLE COMPLETE, FURNISH & INSTALL , 15.5' MOUNTING HEIGHT	EA	11.00
41	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1.00

ITEM NO.	ALTERNATIVE BID	UNIT	QTY
1	WEATHER TRACK LC CONTROLLER (OPTIONAL)	EA	1

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PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
SUMMARY OF QUANTITIES
FORT LAUDERDALE, FLORIDA

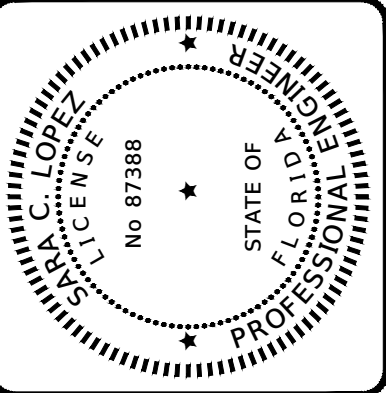
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TOTAL:	24
CAD FILE:	P12627–NOTES

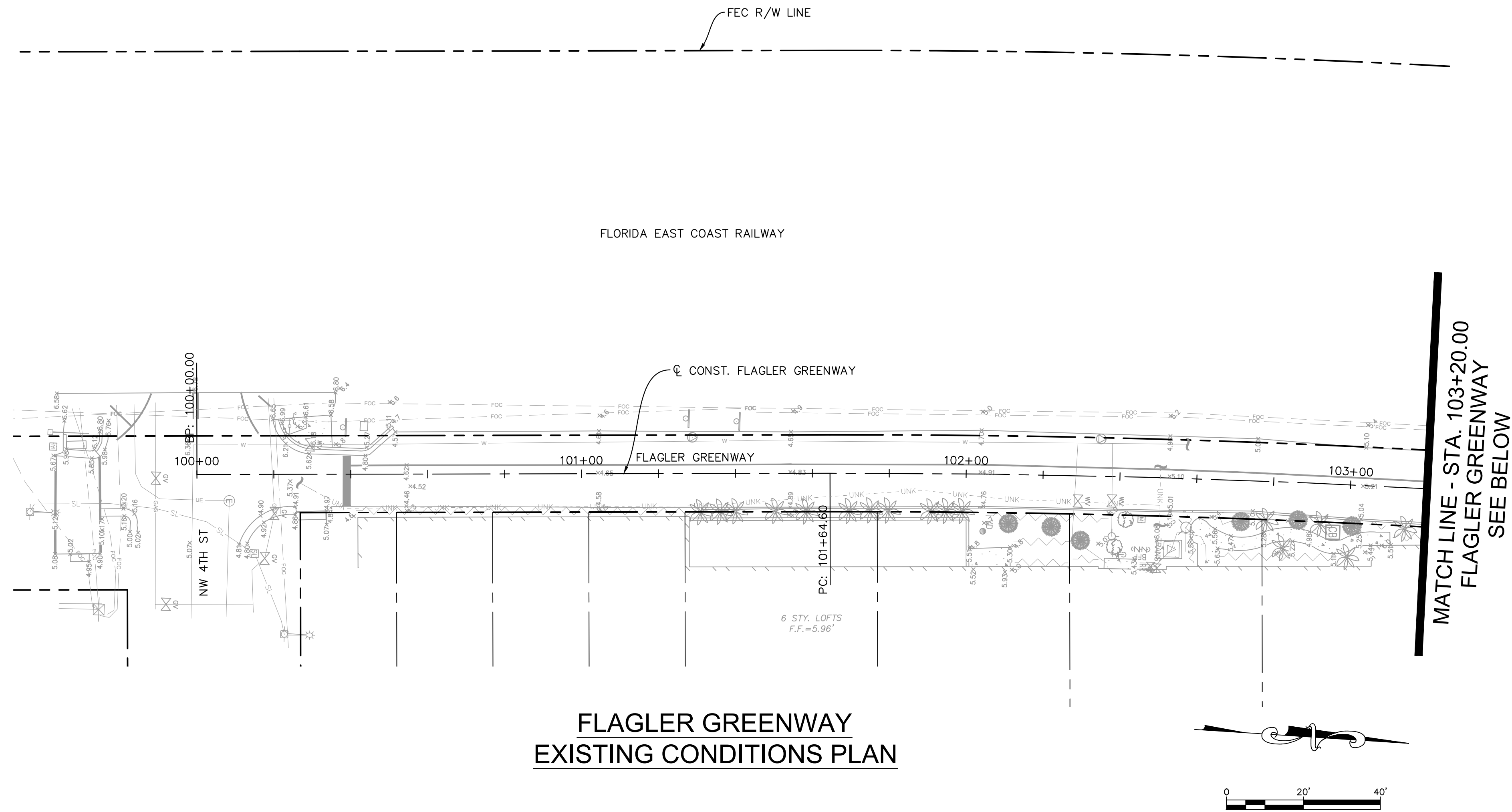
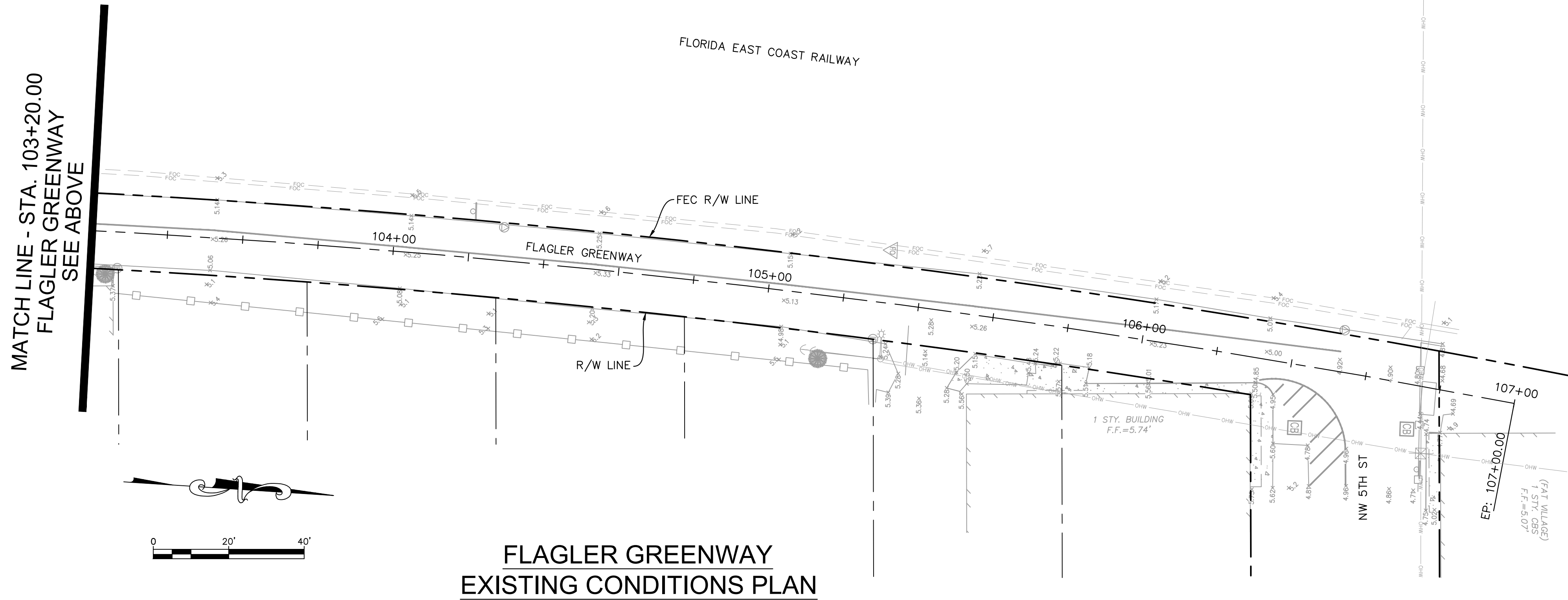
REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D



CITY of FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

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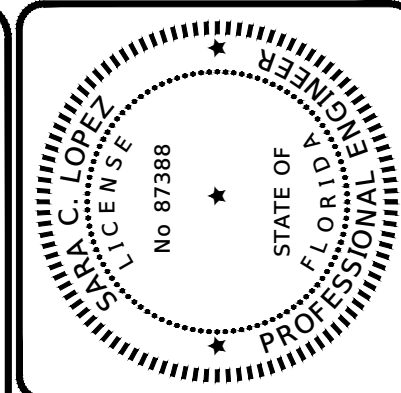
PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
EXISTING CONDITIONS
FORT LAUDERDALE, FLORIDA

SHEET NO.
5
TOTAL: 24
CAD FILE:
P12627-EC

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

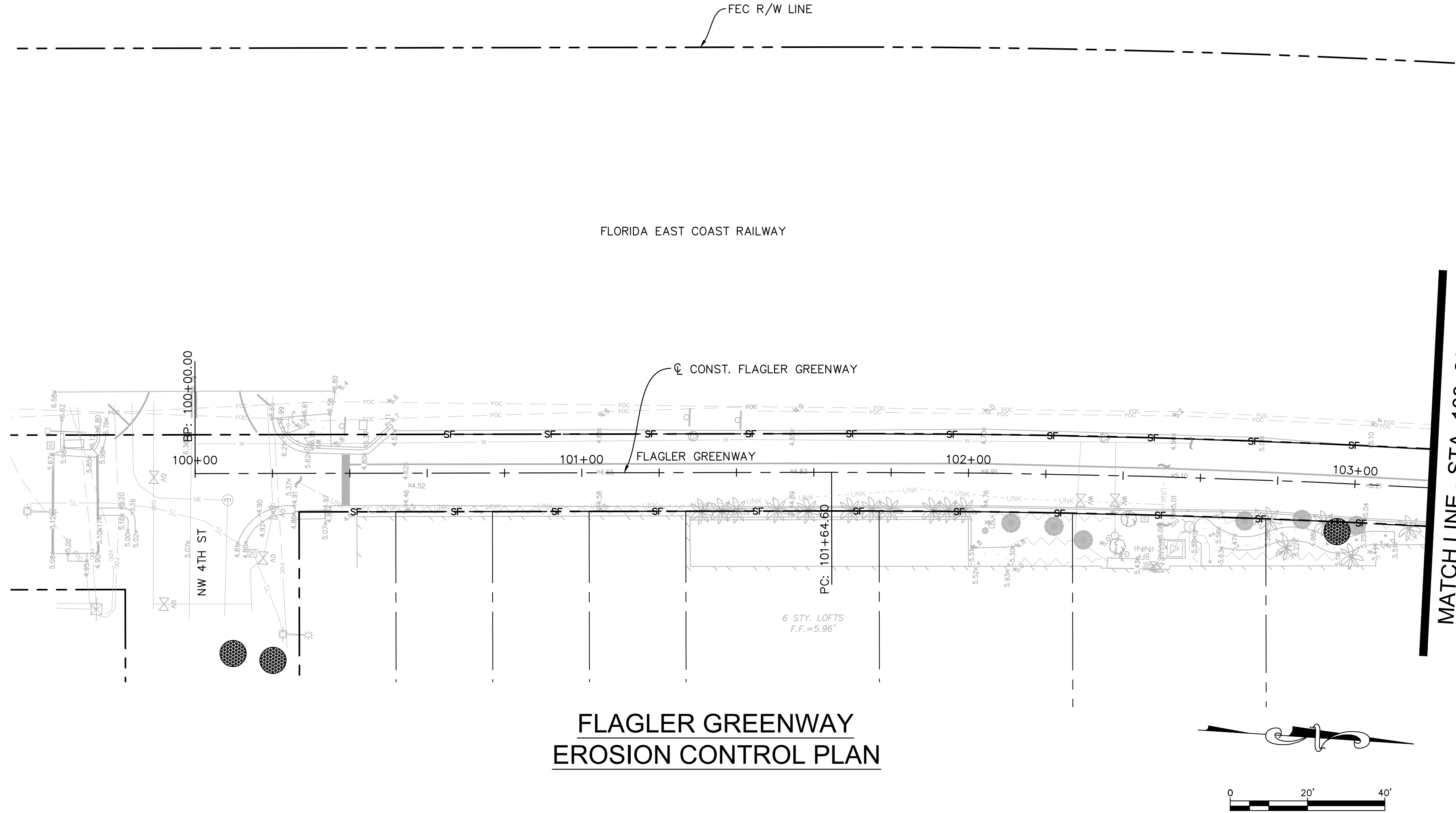
**CITY OF FORT LAUDERDALE**
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

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DESIGNED BY:	SL	SCALE:	AS SHOWN
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FIELD BOOK:			



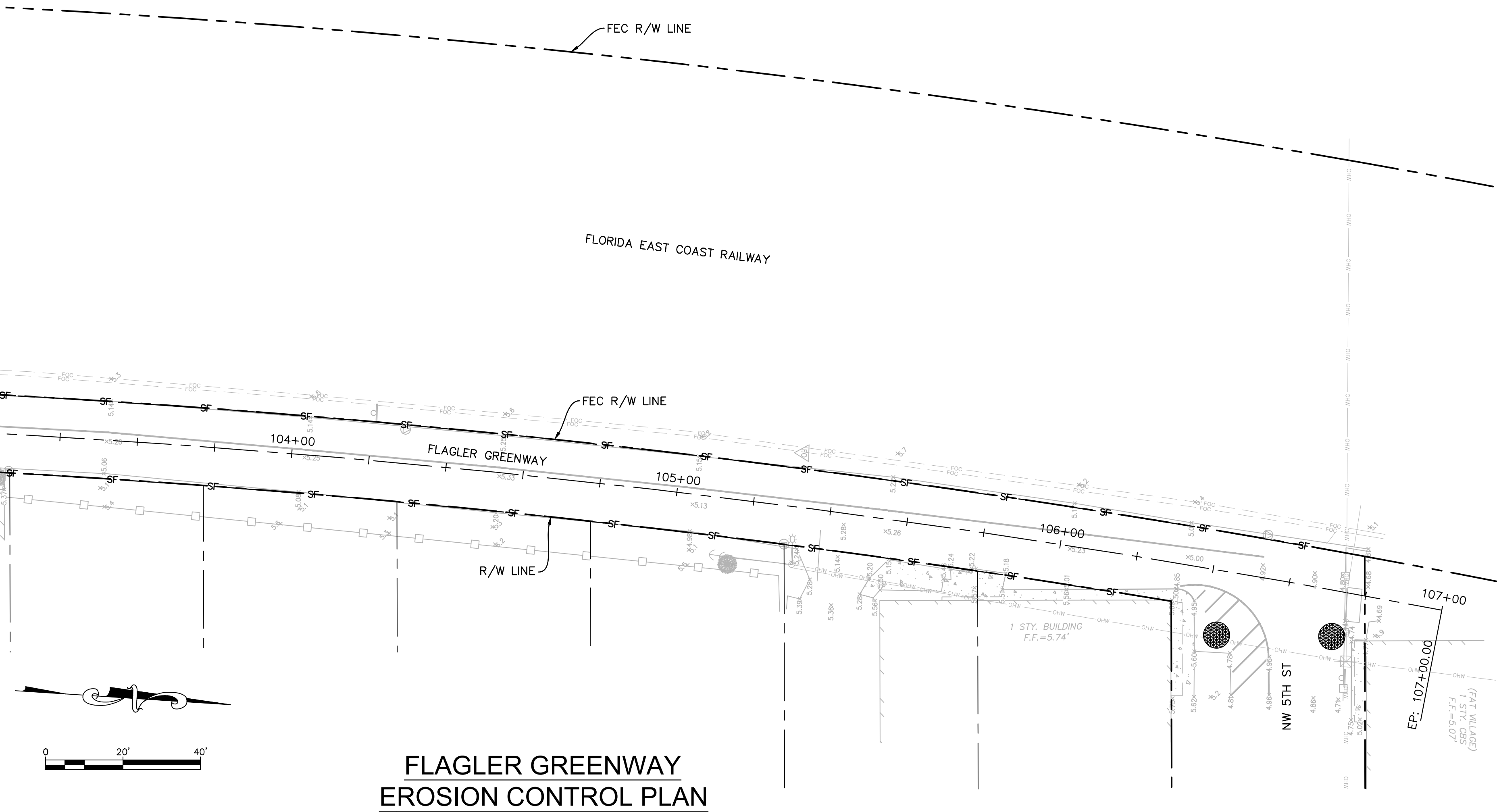
- LEGEND
- SF SILT FENCE
- INLET SEDIMENT BARRIER

- NOTES:
1. CONTRACTOR TO CONSIDER POTENTIAL DEWATERING ACTIVITIES WHEN PREPARING BID DOCUMENTS FOR THIS PROJECT.
 2. CONTRACTOR SHALL OBTAIN ANY NECESSARY DEWATERING PERMITS AS SITE CONDITIONS AND CONSTRUCTION ACTIVITIES REQUIRE.
 3. CONTRACTOR TO USE BEST MANAGEMENT PRACTICES TO ENSURE COMPLIANCE WITH NPDES AND WATER MANAGEMENT DISTRICT REGULATIONS FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AND DEWATERING OPERATIONS.
 4. CONTRACTOR TO SUBMIT CONSTRUCTION ENTRY / EXIT LOCATIONS AND CONSTRUCTION VEHICLE WASHDOWN AREAS FOR THIS PROJECT.



FLAGLER GREENWAY
EROSION CONTROL PLAN

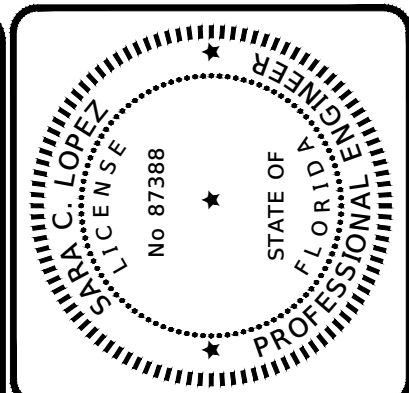
MATCH LINE - STA. 103+20.00
FLAGLER GREENWAY
SEE ABOVE



FLAGLER GREENWAY
EROSION CONTROL PLAN

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TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

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NO.	DATE	BY	CHK'D

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
EROSION CONTROL PLAN
FORT LAUDERDALE, FLORIDA

SHEET NO.	6
TOTAL:	24
CAD FILE:	P12627-EROS

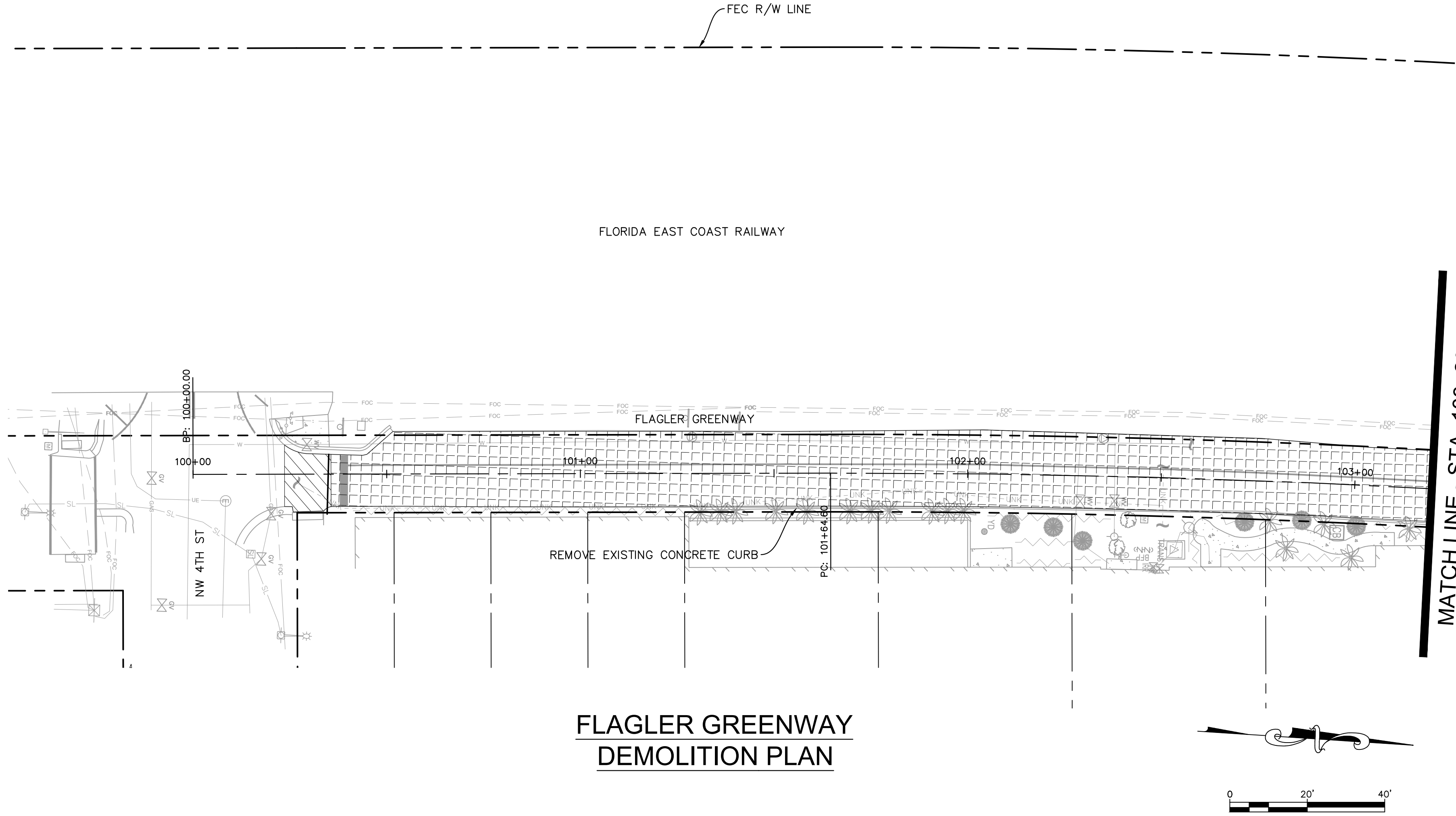
100% SET

LEGEND

- RIGHT-OF-WAY
- CLEARING & GRUBBING
- REMOVE EXISTING CONC. SIDEWALK
- MILL EXISTING ASPHALT

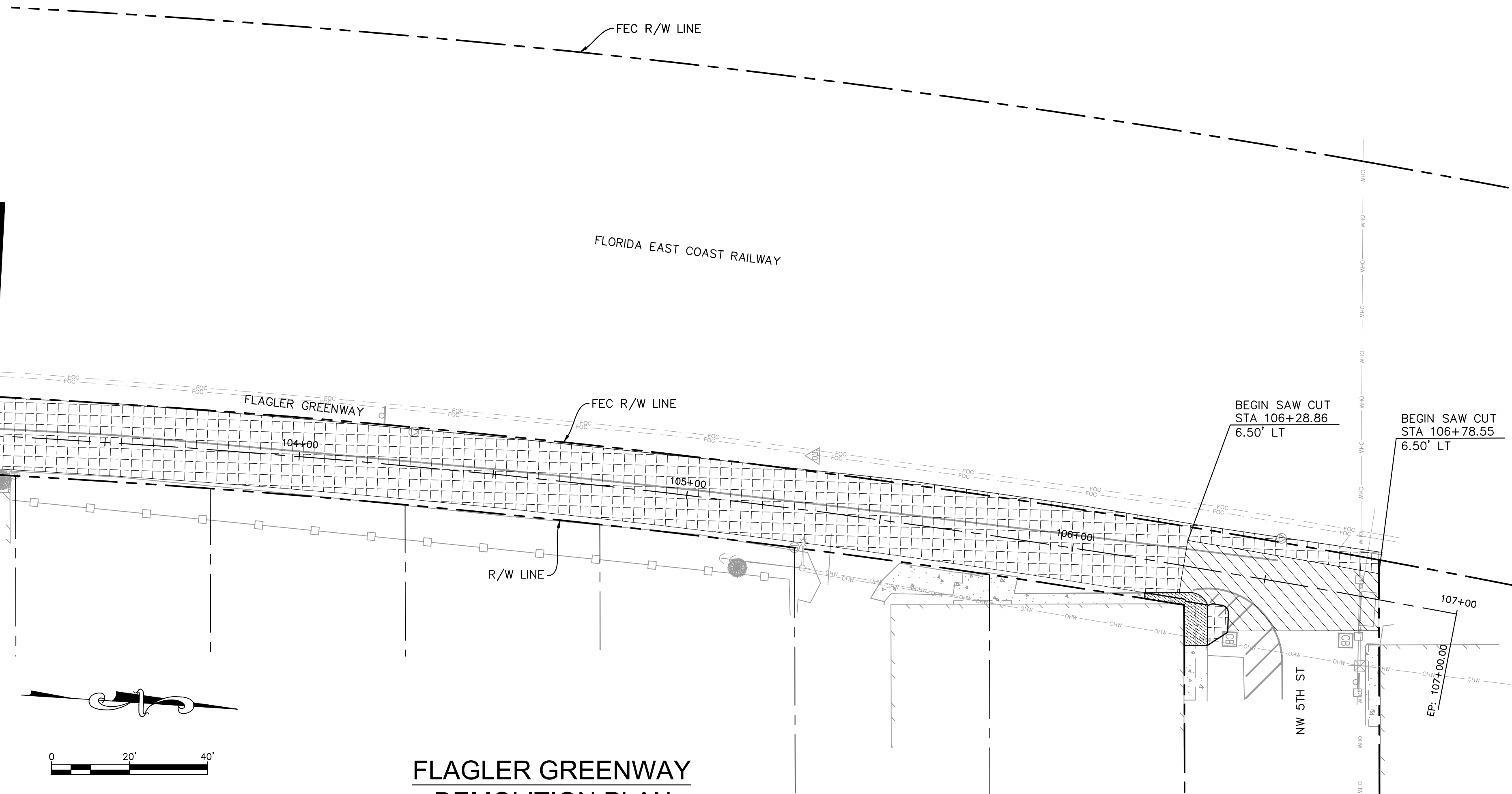
NOTES:

1. THE INTENT OF THE DEMOLITION PLAN IS TO DEPICT EXISTING FEATURES THAT ENCUMBER THE PROPOSED CONSTRUCTION AREA AND ARE SCHEDULED FOR REMOVAL. SOME INCIDENTAL ITEMS MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE PLAN. THE CONTRACTOR IS ENCOURAGED TO THOROUGHLY INSPECT THE SITE AS WELL AS REVIEW THE PLANS AND SPECIFICATIONS PRIOR TO SUBMITTING PRICING. CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION FOR INCIDENTAL ITEMS NOT SHOWN ON THIS DEMOLITION PLAN.
2. PRIOR TO BEGINNING SITE CLEARING AND DEMOLITION, CONTRACTOR TO IMPLEMENT TRAFFIC CONTROL PLAN AND EROSION CONTROL MEASURES (SEE EROSION CONTROL DETAILS).
3. SEE LANDSCAPE PLANS FOR TREES TO REMAIN, REMOVE/RELOCATE AND PROTECT.
4. CONTRACTOR TO SAWCUT AND MATCH EXISTING WHEN CONNECTING TO ADJACENT PAVEMENT. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO EXISTING CONCRETE OR ASPHALT TO REMAIN IF DAMAGED DURING CONSTRUCTION.
5. CONTRACTOR TO CONTACT AND COORDINATE WITH ALL AFFECTED UTILITY OWNERS/PROVIDERS AND ADHERE TO ALL THEIR INSTRUCTIONS AND PROCEDURES WITH RESPECT TO THE CUTTING, CAPPING, RELOCATION, REMOVAL (TEMPORARY OR PERMANENT) DEACTIVATION AND ABANDONMENT OF ANY EXISTING UTILITIES SPECIFIED FOR REMOVAL.
6. PROPOSED LIMITS OF DEMOLITION SHALL INCLUDE REMOVAL OF ALL SOD, LANDSCAPING, PAVEMENT (FULL DEPTH OF BASE), LIGHTING, IRRIGATION, SIGNS, WALLS, FENCES, ETC. UNLESS OTHERWISE NOTED ON THIS PLAN.



FLAGLER GREENWAY
DEMOLITION PLAN

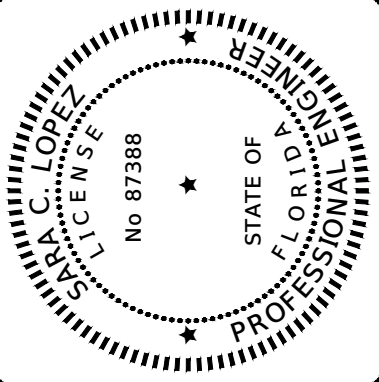
MATCH LINE - STA. 103+20.00
FLAGLER GREENWAY
SEE ABOVE



FLAGLER GREENWAY
DEMOLITION PLAN

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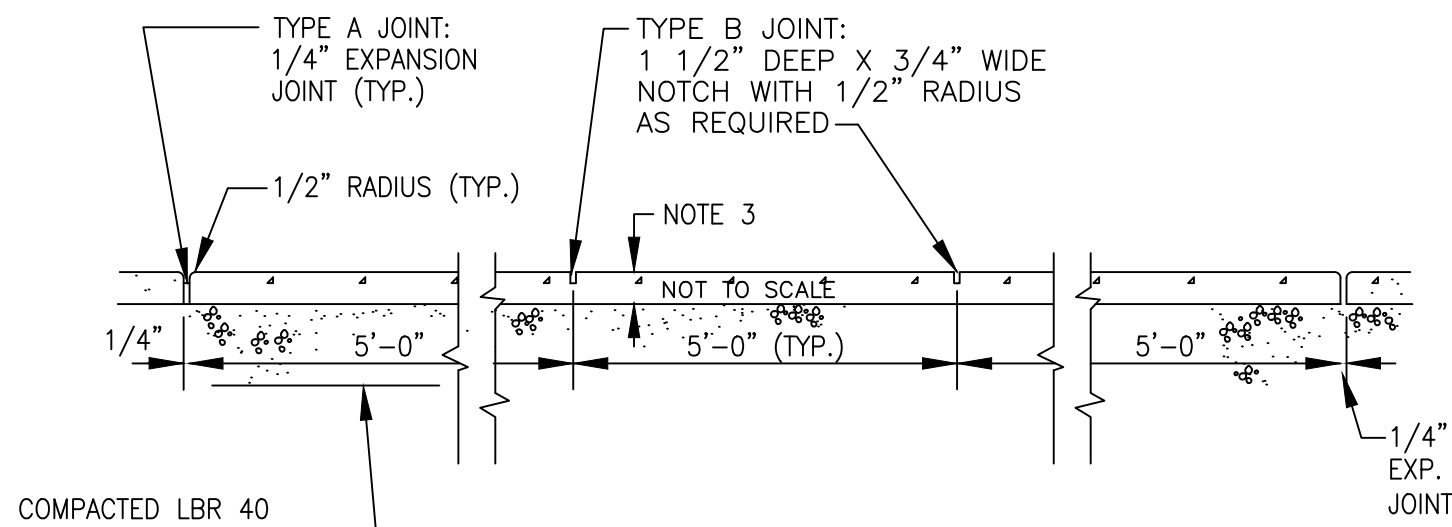
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TRANSPORTATION AND
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290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

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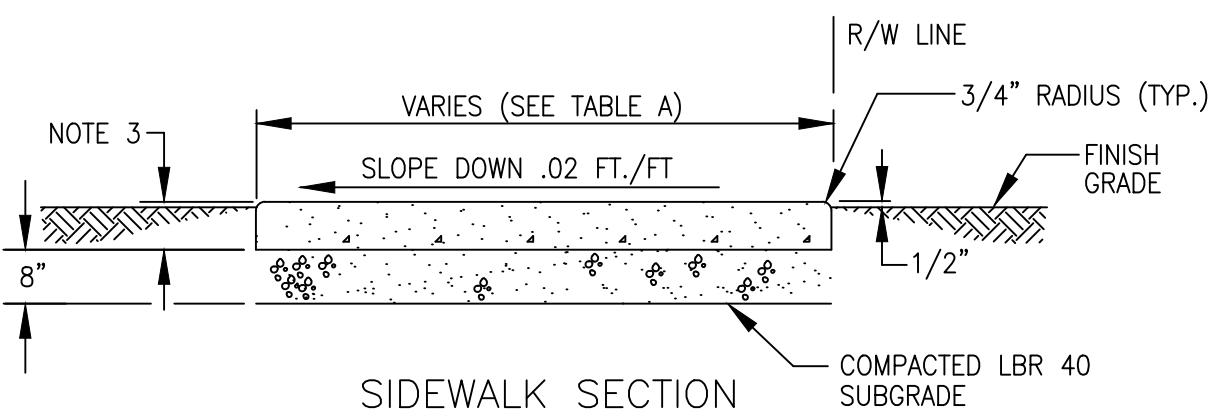
PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
DEMOLITION PLAN
FORT LAUDERDALE, FLORIDA

SHEET NO.	7
TOTAL:	24
CAD FILE:	P12627-DEMO

100% SET



SIDEWALK EXPANSION JOINT
LONGITUDINAL SECTION



SIDEWALK SECTION

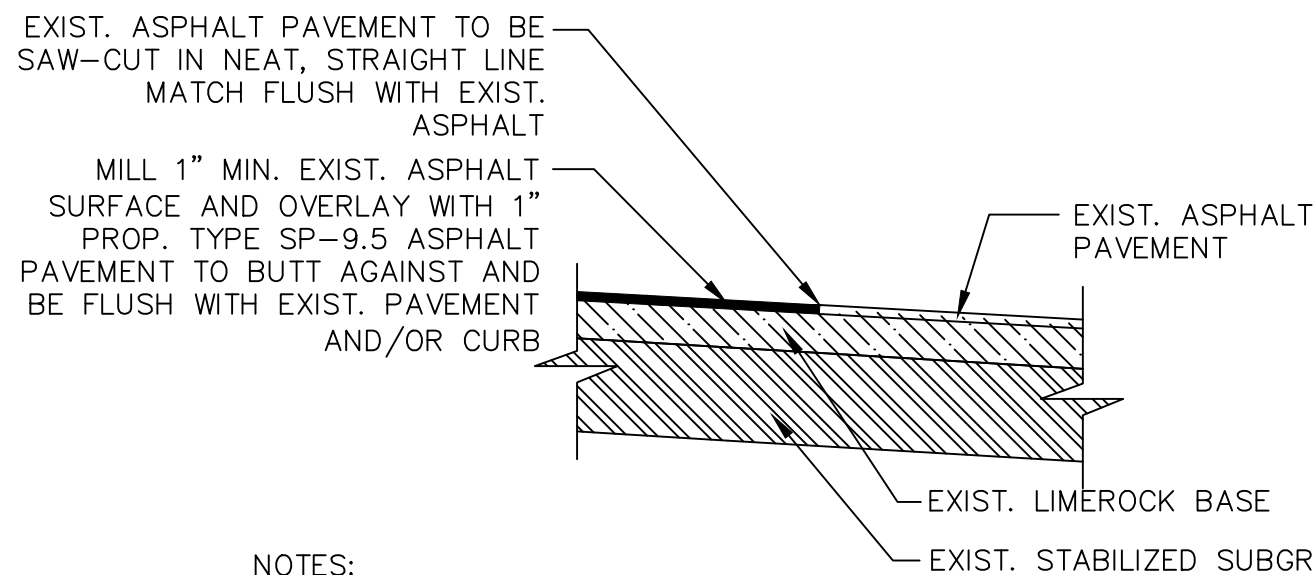
TABLE A - SIDEWALK WIDTH	
WIDTH	ROADWAY APPLICATION
4'	LOCAL STREET ACCESSES
5'	TWO-LANE COLLECTOR
5'	FOUR-LANE COLLECTOR
6'	ARTERIAL ROADWAYS

SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. P.T. OF CURVES
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS

- NOTES:
- SIDEWALKS SHALL HAVE MINIMUM THICKNESS OF SIX (6) INCHES, A MINIMUM OF TWENTY EIGHT (28) DAY STRENGTH OF 3000 P.S.I., AND MAXIMUM ALLOWABLE SLUMP OF FOUR (4) INCHES AS PER BROWARD COUNTY MINIMUM STANDARDS, SECTION 6-1.14 & 7-2.7. WIRE OR STEEL REINFORCEMENT IS NOT PERMITTED.
 - SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT AND BROWARD COUNTY MINIMUM STANDARDS, SECTION 6-1.14.1.
 - CONCRETE TO BE CLASS 1, 3,000 P.S.I.
 - USE OF FIBER REINFORCED CEMENT IS PROHIBITED
 - CONSTRUCT EXPANSION JOINTS AT SPACINGS SHOWN ABOVE; AT POINT OF CURVATURE; AT ADJOINING STRUCTURES; AT THE END OF DAYS WORK; AND WHERE NEW SIDEWALK MEETS EXISTING SIDEWALK.

TYPICAL SIDEWALK DETAILS

NOT TO SCALE

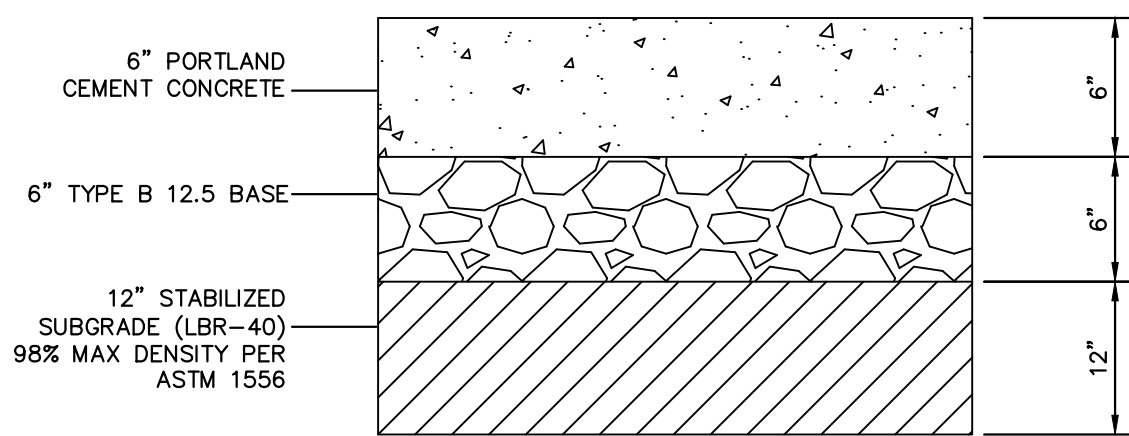


NOTES:

- ALL WORK SHALL COMPLY WITH CITY OF FORT LAUDERDALE STD SPECS.

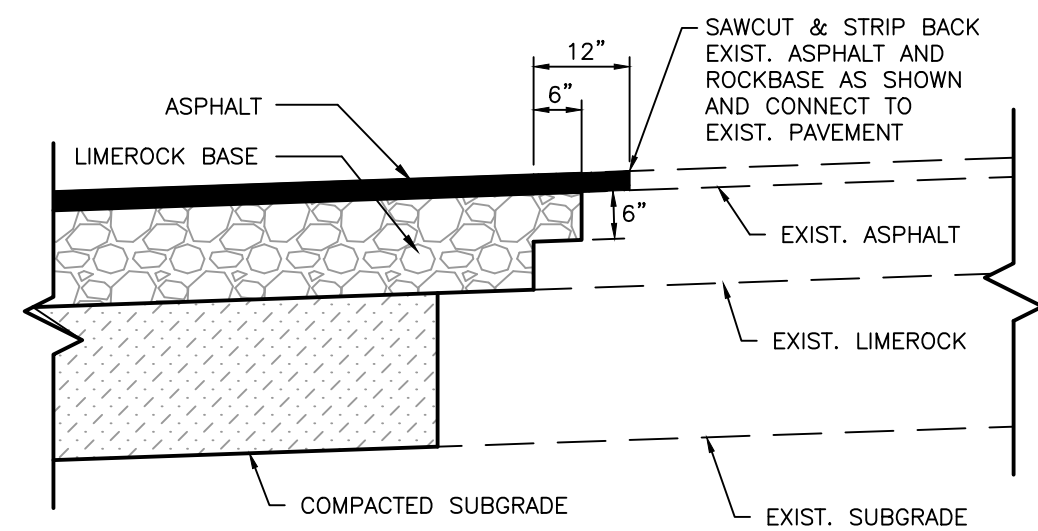
ASPHALT MILLING AND
RESURFACING DETAIL (CITY ROW)

NOT TO SCALE



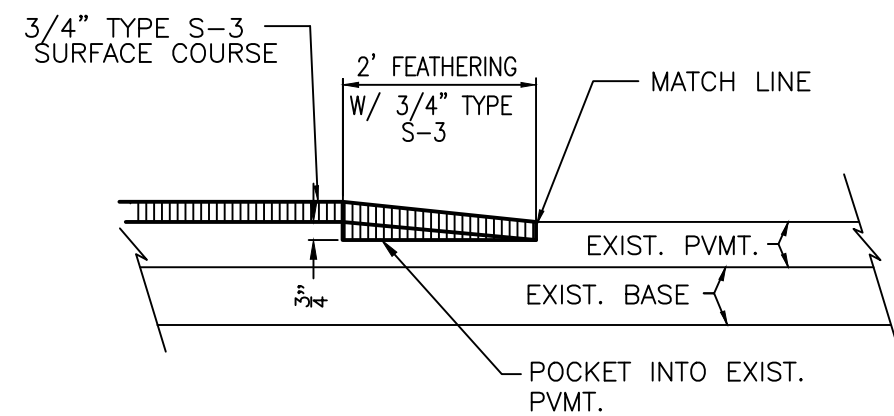
CONCRETE PAVEMENT SECTION
FLAGLER GREENWAY

NOT TO SCALE



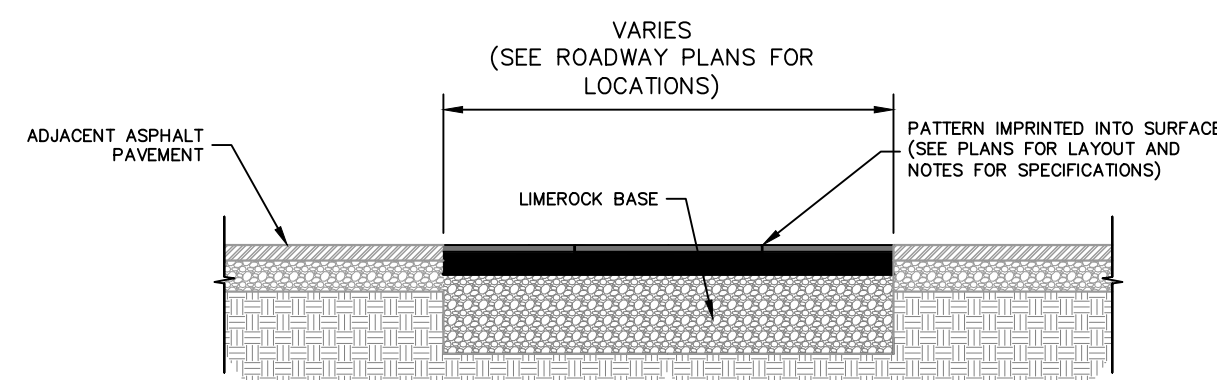
CONNECTION TO EXISTING
PAVEMENT DETAIL

NOT TO SCALE



ASPHALT TRANSITION AT BEGINNING OR
ENDING OF ASPHALT LIFT

NOT TO SCALE

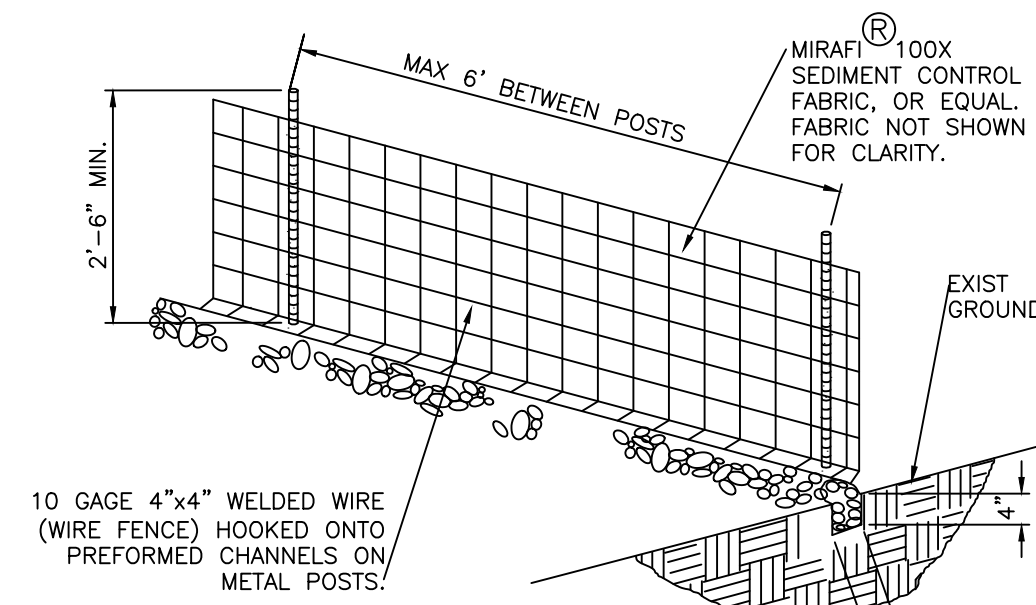


NOTES:

- CONTRACTOR SHALL PROVIDE CUSTOM STAMPED ASPHALT PATTERN WITH INTEGRAL COLOR (COORDINATE WITH CITY) STANDARD CROSS WALKS SHALL UTILIZE A 4 X 8 'HERRINGBONE BOND' PATTERN AND INTERSECTION PAVEMENT SHALL UTILIZE A 4 X 8 'RUNNING BOND' PATTERN. CONTRACTOR SHALL UTILIZE A 12" WIDE THERMOPLASTIC BORDER. REFER TO ROADWAY PLANS FOR LOCATION.
- CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS FOR APPROVAL BY CITY, ENGINEER OF RECORD AND LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
- CONTRACTOR SHALL PROVIDE 5.0' WIDE SQUARE MOCK-UP FOR APPROVAL BY CITY, ENGINEER OF RECORD AND LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION. MOCK-UP SHALL BE ITERATIVE AND RE-WORKED UP TO (2) TWO TIMES BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER UNTIL NO EXCEPTIONS TAKEN DISPOSITION IS PROVIDED BY THE CITY, ENGINEER OF RECORD AND LANDSCAPE ARCHITECT. PARALLEL PARKING SPACES ARE RECOMMENDED FOR THE MOCK-UP LOCATIONS.
- CONTRACTOR SHALL SUBMIT MATERIAL AND FINISH SAMPLES, PRODUCT DATA, AND COLOR CHARTS FOR APPROVAL BY CITY, ENGINEER OF RECORD AND LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION, AND INSTALLATION.
- ALL HORIZONTAL SURFACES FINISHES SHALL BE SLIP RESISTANT WITH A COEFFICIENT OF FRICTION THAT MEETS ALL FEDERAL, STATE, AND LOCAL CODE CRITERIA. ALL JOINTING / STAMPING WIDTH AND DEPTH SHALL MEET ALL FEDERAL, STATE, AND LOCAL CODE CRITERIA.
- FRICTION TEST TO BE CONDUCTED EVERY YEAR.

DECORATIVE STAMPED ASPHALT

NOT TO SCALE

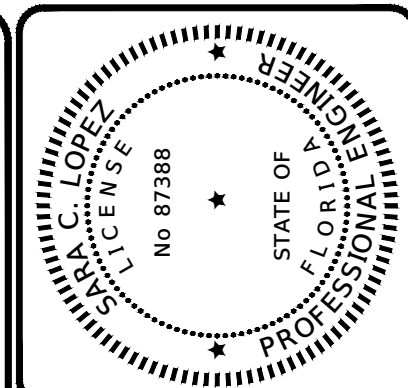


NOTES:

- DRIVE WOOD POSTS (1.3 LBS/FT MIN) 18" MIN INTO GROUND AND EXCAVATE A 4"x4" TRENCH UPHILL 5' LONG (MIN) ALONG LINE OF POSTS. WOOD.
- POSTS 4" IN DIAMETER OR 2"x4" MAY BE USED. ATTACH WIRE FENCE TO POSTS AND EXTEND THE BOTTOM OF THE FENCE 8" INTO THE EXCAVATED TRENCH. ALTERNATE: USE SEDIMENT CONTROL FABRIC WITH PRE-SEWN POCKETS FOR POSTS SO THAT WIRE FENCE IS NOT REQ'D.
- ATTACH THE SEDIMENT CONTROL FABRIC (36" WIDE) TO THE WIRE FENCE W/METAL CLIPS OR WIRE AND EXTEND THE BOTTOM OF THE FABRIC 6" INTO THE TRENCH.
- BOTTOM OF SEDIMENT CONTROL FABRIC MUST BE PLACED IN TRENCH AND SECURED WITH GRANULAR FILL TO A HEIGHT OF 6" ABOVE GROUND LEVEL, SO THAT RUNOFF IS FORCED TO GO THROUGH THE FENCE AND CANNOT GO UNDER IT.
- SILT FENCE SHALL BE MAINTAINED AND TRAPPED SEDIMENTS SHALL BE REMOVED BY THE CONTRACTOR PERIODICALLY AS DETERMINED BY THE ENGINEER OR AS NECESSARY (MAX. 6 MONTHS).
- THE CONTRACTOR IS REQUIRED TO REMOVE ALL SILT FENCES AND AREA TO BE RESTORED TO THE ORIGINAL CONDITION UPON COMPLETION OF CONSTRUCTION.

SILT FENCE DETAIL

NOT TO SCALE



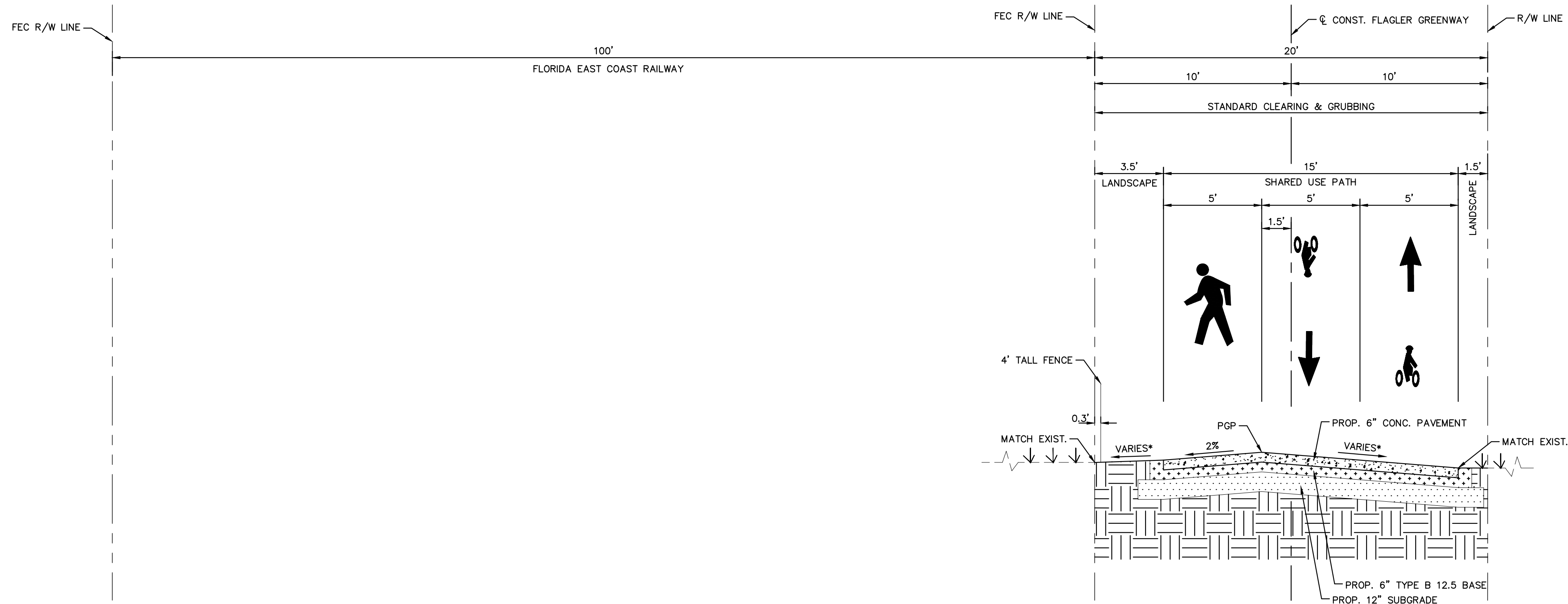
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NO	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	
MF	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
SPECIAL DETAILS
FORT LAUDERDALE, FLORIDA

SHEET NO.	8
TOTAL:	24
CAD FILE:	P12627-PGD-DETL

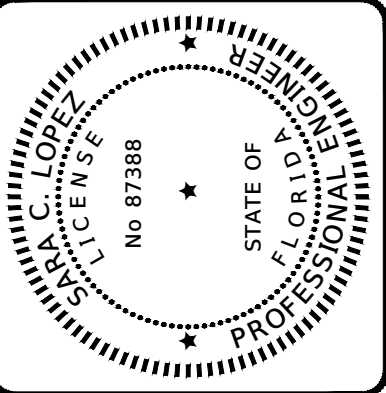


FLAGLER GREENWAY TYPICAL SECTION
STA 100+23.62 TO STA 106+81.23 NOT TO SCALE

- GENERAL NOTES:**
- CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF EXISTING REINFORCING FOUND IN EXPOSED SAWCUT CONCRETE.
 - CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR EACH STRUCTURE TO ENGINEER OF RECORD FOR REVIEW PRIOR TO RECONSTRUCTION.
- CONCRETE GENERAL NOTES:**
- ALL CONCRETE MATERIALS, PLACING AND HANDLING SHALL BE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE PUBLICATIONS ACI 301 AND 318.
 - CURING OF CONCRETE SHALL BE IN STRICT ACCORDANCE WITH ACI 301 PROVISIONS.
 - CAST-IN-PLACE CONCRETE COMPRESSIVE STRENGTH = 3,000 PSI
 - USE NORMAL WEIGHT CONCRETE (135 PCF MIN.) FOR ALL STRUCTURAL MEMBERS. DO NOT USE CALCIUM CHLORIDE IN ANY CONCRETE. ALL STRUCTURAL CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATION OF 0.45.
 - PROVIDE A MAX ALLOWABLE 4 INCH SLUMP WITH A TOLERANCE OF +/- 1 INCH.
 - WATER SHALL NOT BE ADDED TO CONCRETE AT THE JOBSITE UNLESS SPECIFIC AUTHORIZATION IS INDICATED ON THE DELIVERY TICKET. NOTIFY ENGINEER OF TOTAL QUANTITY OF WATER ADDED TO ANY TRUCK.
 - ALL CONCRETE SHALL BE PLACED IN THE DRY. ALL FORMS SHALL BE FREE OF STANDING WATER.
 - COARSE AGGREGATE SHALL CONFORM TO ASTM C 33. PEAROCK AGGREGATE SHALL NOT BE USED.
 - CONCRETE CAST AGAINST EARTH SHALL HAVE MINIMUM COVER OF 3". USE 1-1/2" COVER OTHERWISE.
- REINFORCING STEEL NOTES:**
- REINFORCING STEEL SHALL BE OF DOMESTIC MANUFACTURE AND IN ACCORDANCE WITH ASTM A615 WITH SUPPLEMENT, GRADE 60, MAXIMUM WORKING STRESS OF 24,000 PSI.
 - TOLERANCES FOR REINFORCING BAR FABRICATION SHALL CONFORM TO THE CURRENT CRSI MANUAL OF STANDARD PRACTICE.
 - ALL REINFORCING STEEL SHALL BE UNCOATED (BLACK) DEFORMED BARS AND SHALL BE FREE FROM LOOSE RUST, SCALE OR OTHER COATINGS.
 - ALL REINFORCING STEEL SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE WITH BAR SUPPORTS AND SPACERS.
 - ACI STANDARD HOOKS SHALL BE USED AS A MINIMUM, U.O.N.
 - CONTRACTOR TO ENSURE THAT PROPOSED #5 DOWELS WILL NOT INTERFERE WITH EXISTING STRUCTURE WALL REINFORCEMENT.

Kimley»Horn

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FIELD BOOK:			

CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
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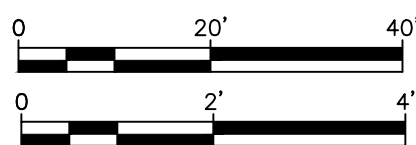
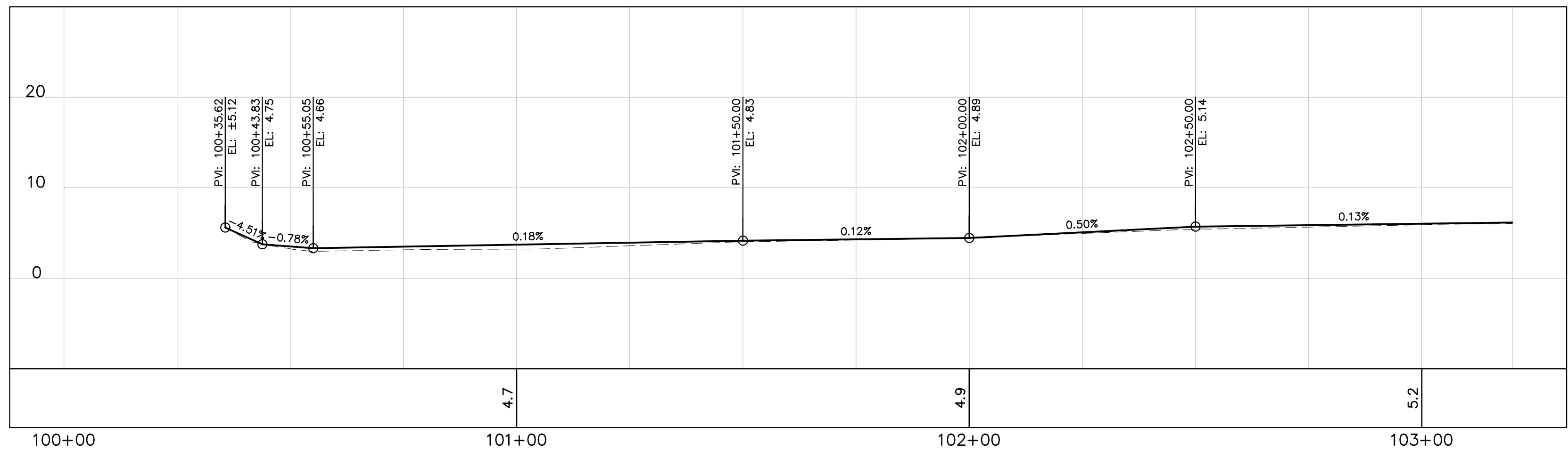
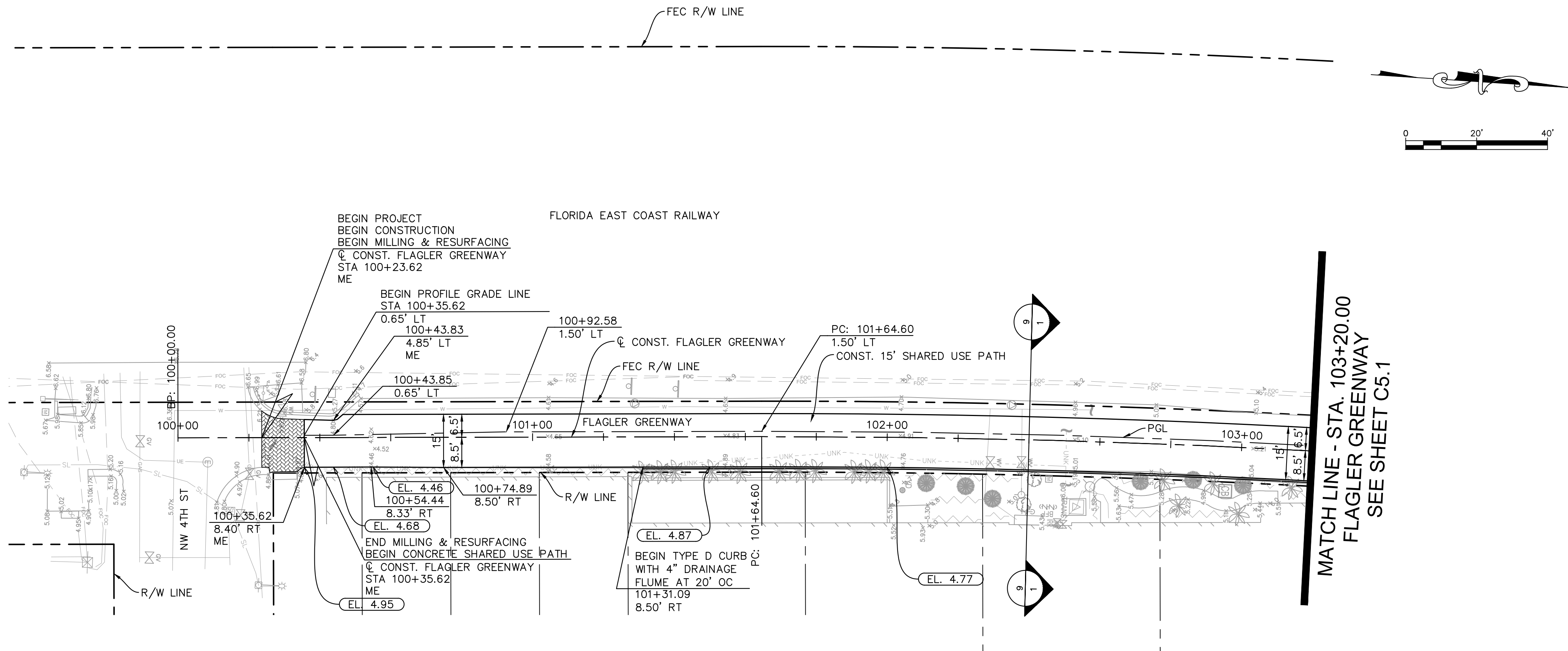
PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
TYPICAL SECTIONS
FORT LAUDERDALE, FLORIDA

SHEET NO.	9
TOTAL:	24
CAD FILE:	P12627-PGD-DETL

100% SET

LEGEND

- STAMPED ASPHALT PAVEMENT
- MILLING AND RESURFACING
- CONCRETE SIDEWALK



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PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
PLAN & PROFILE (1)
FORT LAUDERDALE, FLORIDA

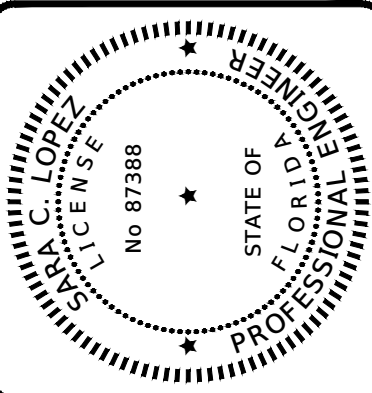
SHEET NO.
10
TOTAL: 24
CAD FILE: P12627-ROADWAY

NO.	DATE	BY	CHK'D	REVISIONS	DESCRIPTION



CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

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CHECKED BY:	FIELD BOOK:
MF	

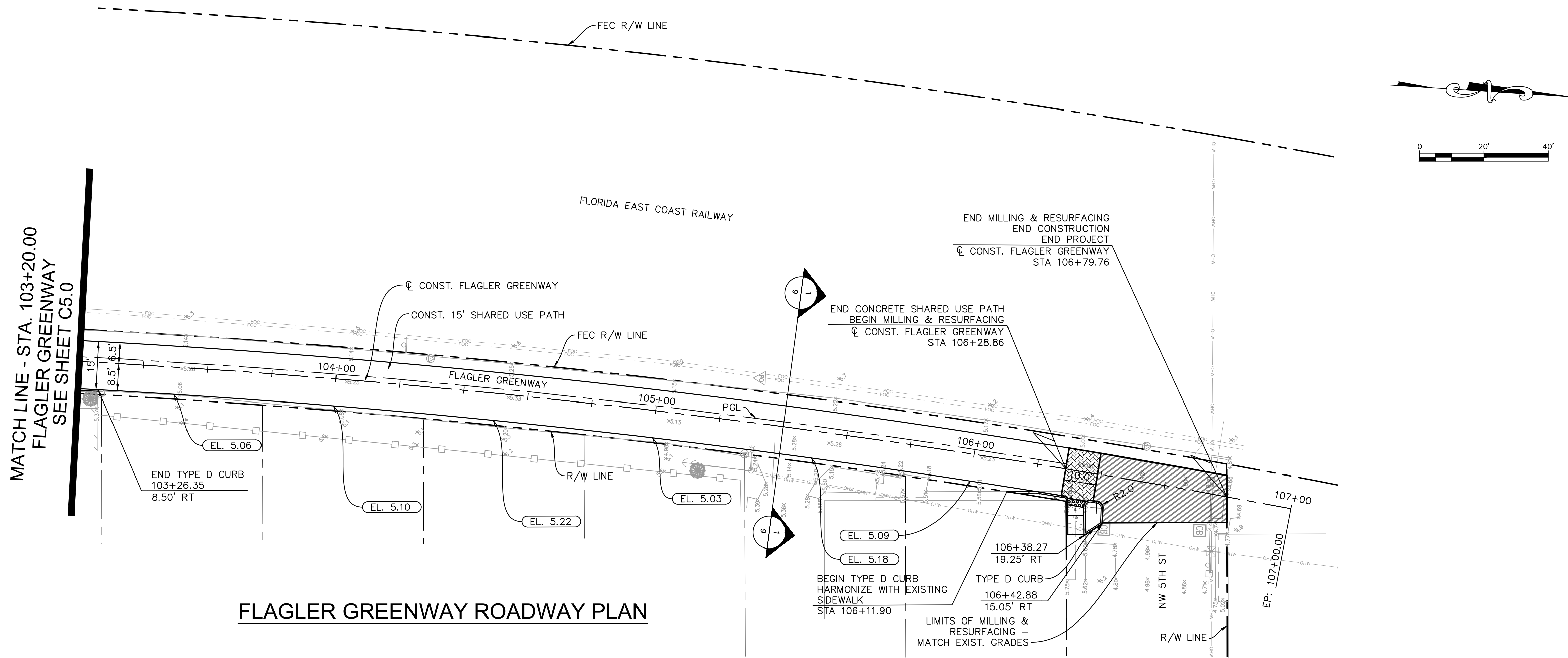


LEGEND

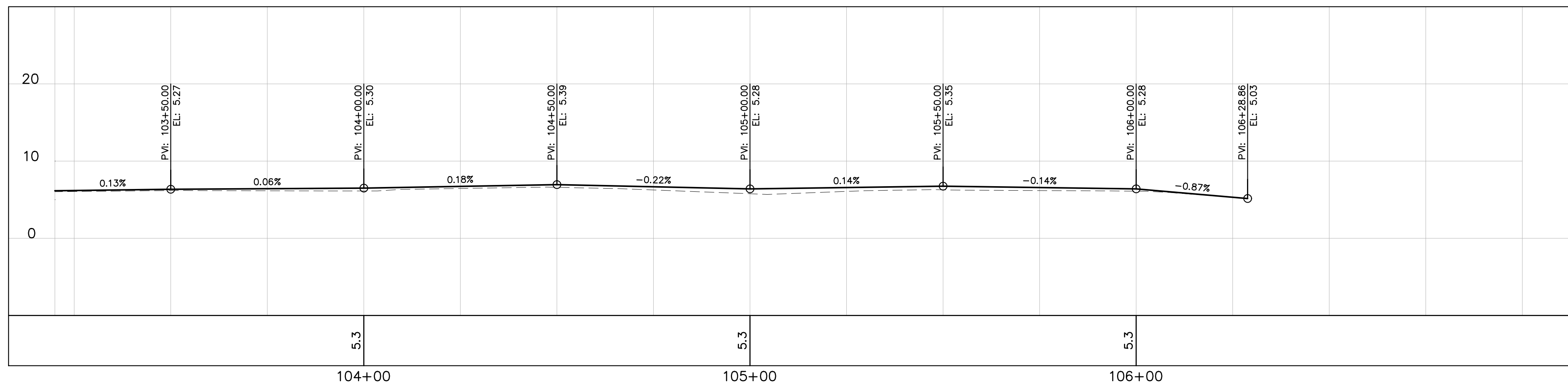
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MILLING AND RESURFACING

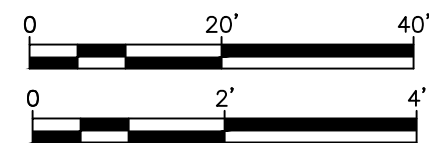
CONCRETE SIDEWALK



FLAGLER GREENWAY ROADWAY PLAN



FLAGLER GREENWAY ROADWAY PROFILE



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100% SET

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
PLAN & PROFILE (2)
FORT LAUDERDALE, FLORIDA

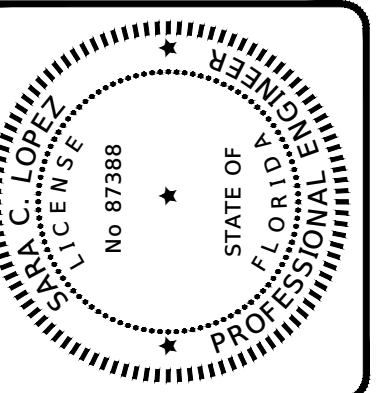
SHEET NO.	11
TOTAL:	24
CAD FILE:	P12627-ROADWAY

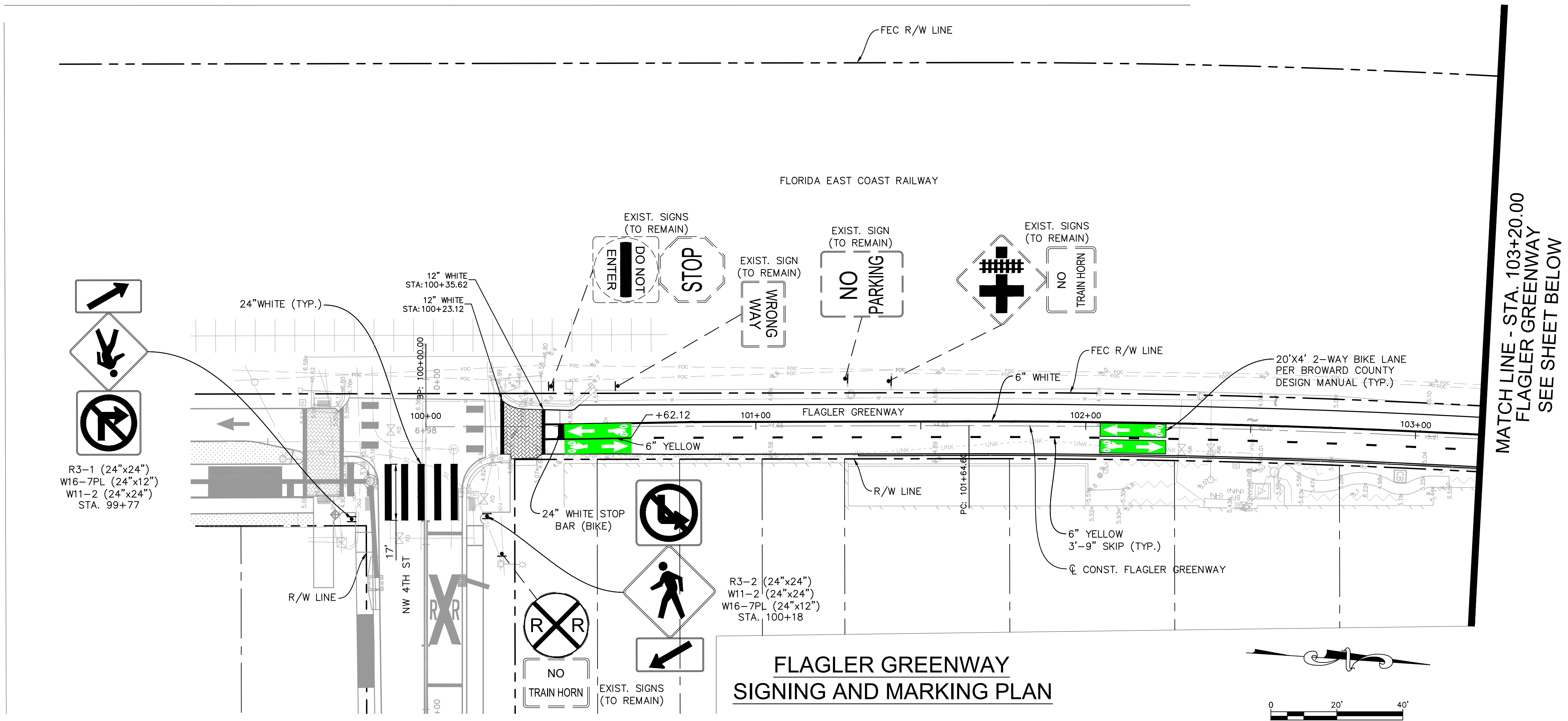
NO.	DATE	BY	CHK'D	REVISIONS	DESCRIPTION



CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

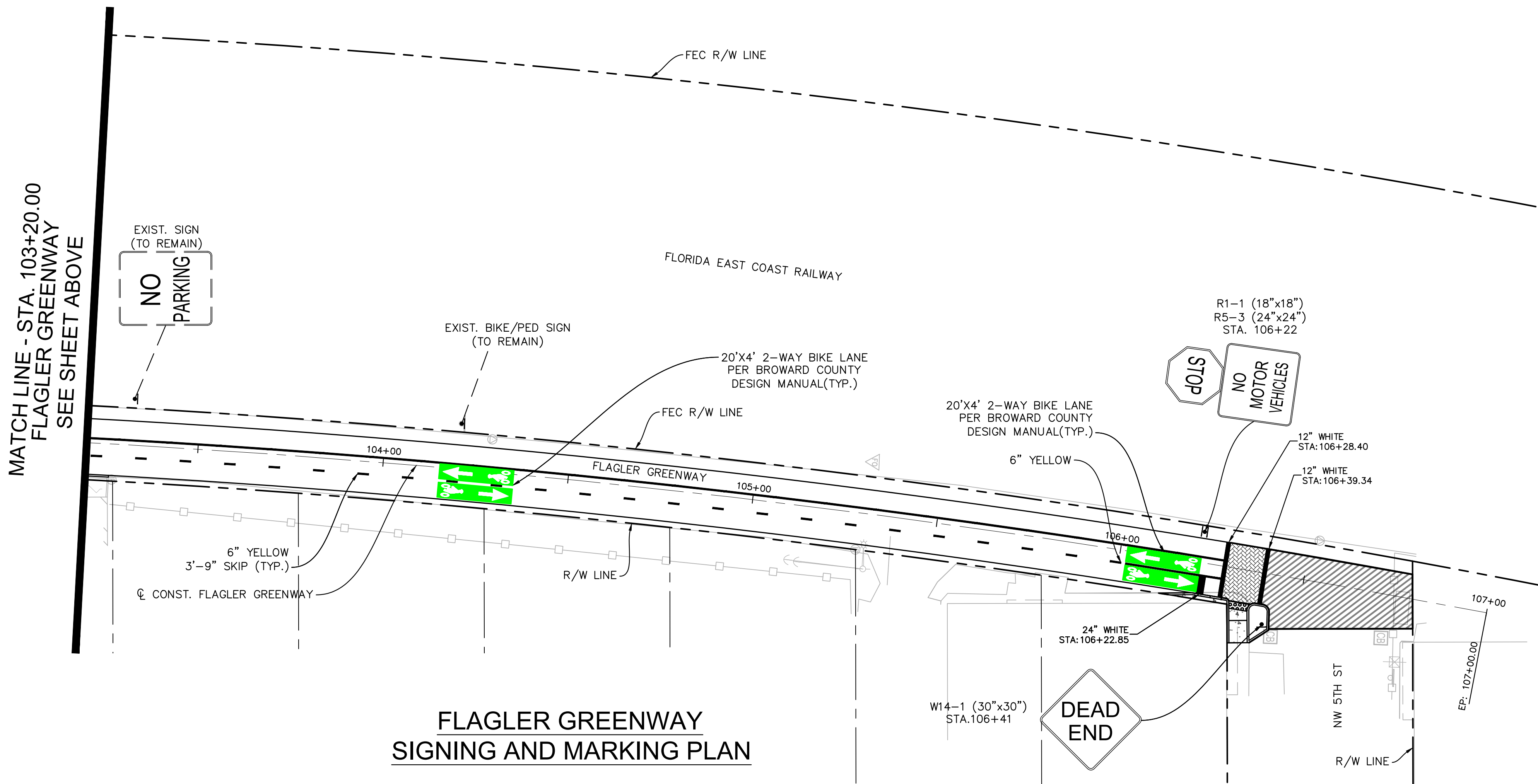
DRAWN BY:	ND	DATE:	02/27/2024
DESIGNED BY:	SL	SCALE:	AS SHOWN
CHECKED BY:	MF		
FIELD BOOK:			





MATCH LINE - STA. 103+20.00
FLAGLER GREENWAY
SEE SHEET BELOW

FLAGLER GREENWAY
SIGNING AND MARKING PLAN



MATCH LINE - STA. 103+20.00
FLAGLER GREENWAY
SEE SHEET ABOVE

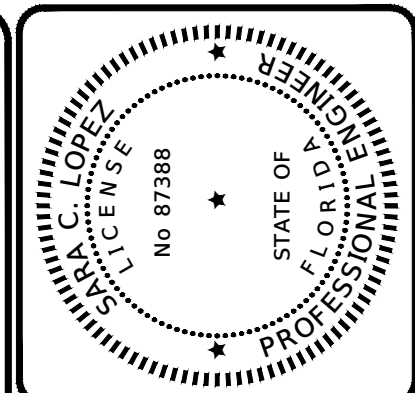
FLAGLER GREENWAY
SIGNING AND MARKING PLAN

- NOTES:
1. CONTRACTOR SHALL FIELD VERIFY THAT ALL EXISTING AND PROPOSED ADA ITEMS WITHIN PROJECT LIMITS (I.E., ROUTES, PARKING, STRIPING, SIGNAGE, ETC.) MEET THE MINIMUM REQUIREMENTS AND SHALL ADJUST ACCORDINGLY, BEFORE THE PROJECT CAN BE DEEMED CERTIFIED AND COMPLETE.
 2. ALL CURB RAMPS AND DETECTABLE WARNINGS TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX 522-002 (LATEST EDITION).
 3. ALL PAVEMENT SYMBOLS AND MARKINGS SHALL BE THERMOPLASTIC PAVEMENT MARKINGS UNLESS OTHERWISE NOTED. INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 711 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 4. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 711-001 AND 711-002 (LATEST EDITION) AND B.C.T.E.D. CURRENT STANDARDS.
 5. CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/ MARKINGS UNTIL THEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING/MARKINGS DAMAGED BY PASSING TRAFFIC OR ANY OTHER CAUSE.
 6. SIGNS SHALL BE IN ACCORDANCE WITH SECTION NO. 700, HIGHWAY SIGNING, OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 7. TRAFFIC SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), PART II, AND IN THE LOCATIONS SHOWN ON PLANS.
 8. INSTALL YELLOW REFLECTIVE PAINT ON ALL MEDIAN NOSES PER BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.
 9. EXISTING MARKING SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING ONLY.

100% SET

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CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

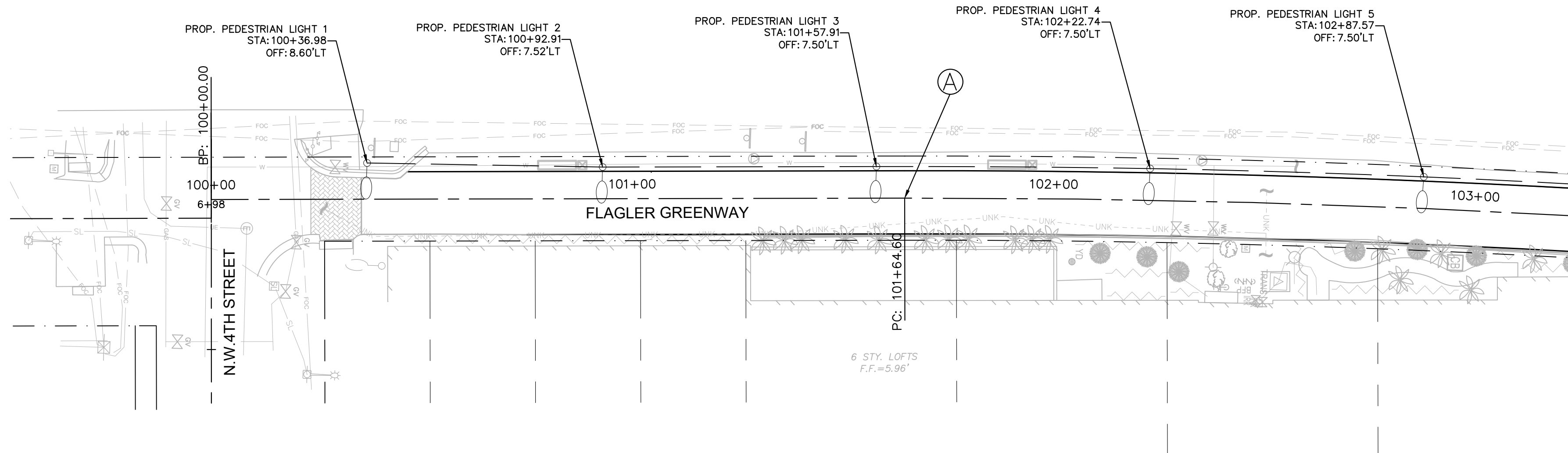
NO.	REVISIONS		DESCRIPTION
	BY	CHKD	

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
SIGNING & MARKING PLAN
FORT LAUDERDALE, FLORIDA

100% SET

SHEET NO.
12

TOTAL: 24
CAD FILE:
P12627-SMP



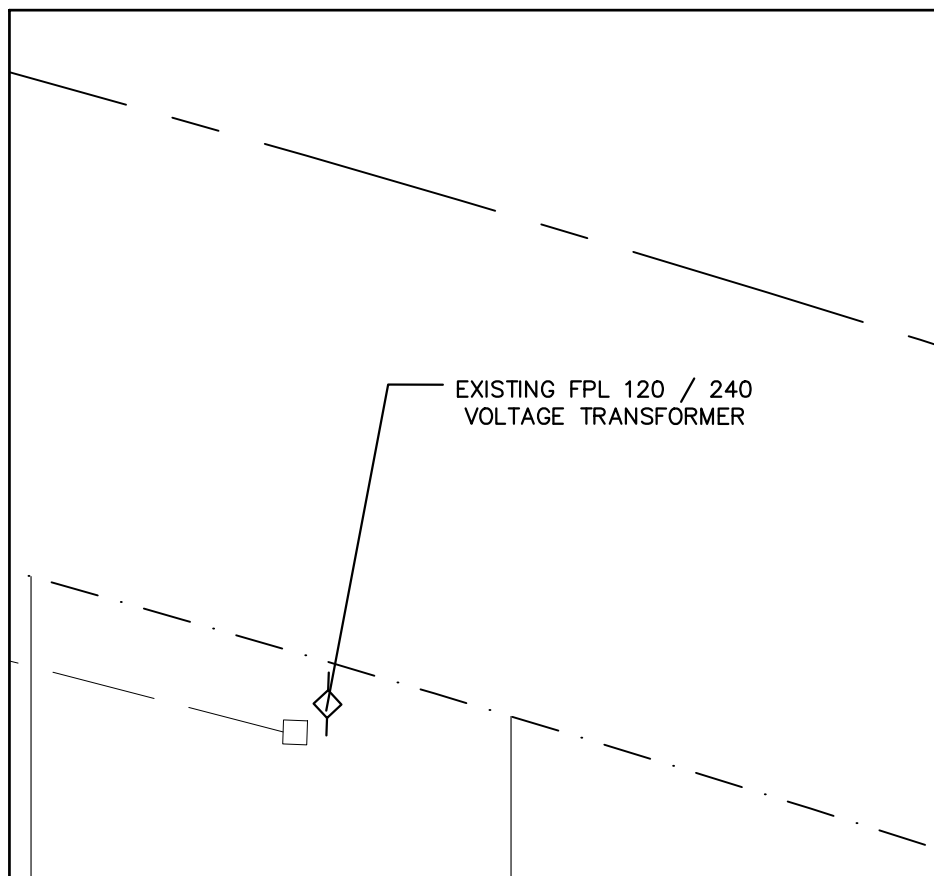
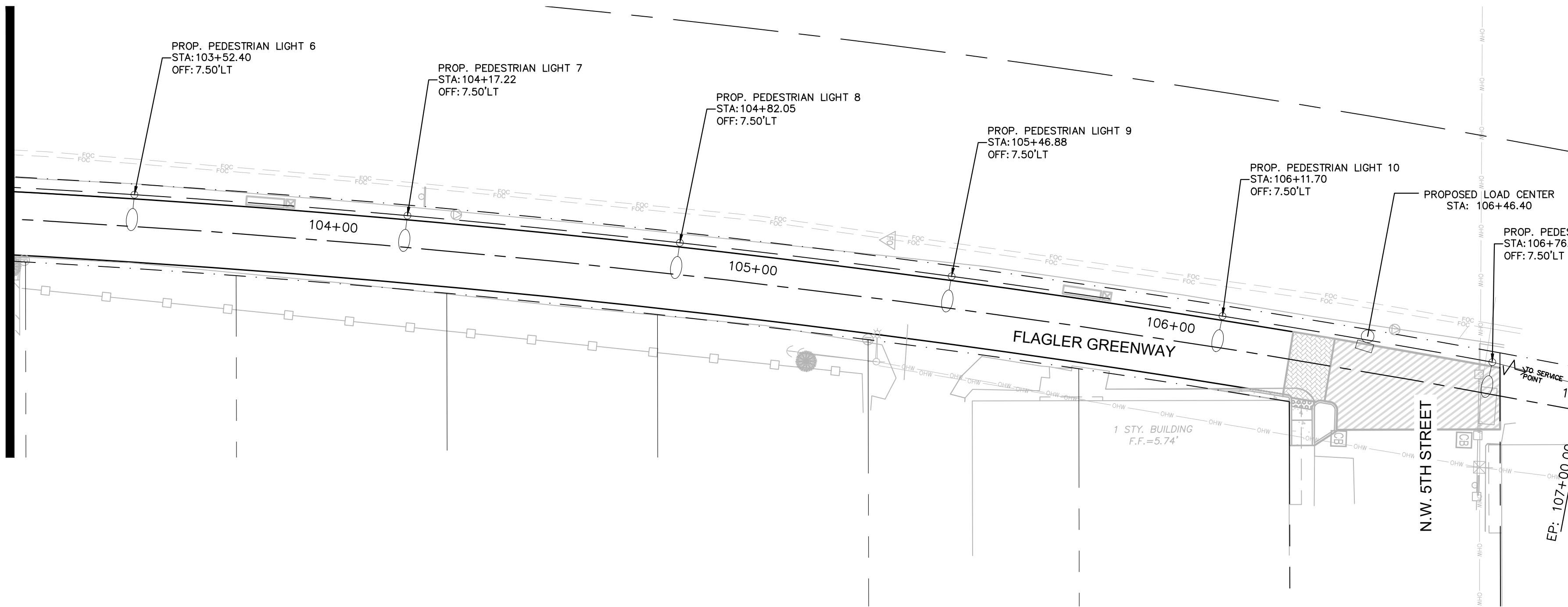
MATCH LINE - STA. 103+20.00
FLAGLER GREENWAY
SEE SHEET BELOW

FLAGLER GREENWAY LIGHTING PLAN

LEGEND

- CENTER LINE OF ROADWAY
- RIGHT-OF-WAY
- PROP. PEDESTRIAN LIGHT (SEE DETAIL....)
- LIGHTING CONDUIT
- 2" PULL BOX CONDUIT
- PROPOSED LOAD CENTER

MATCH LINE - STA. 103+20.00
FLAGLER GREENWAY
SEE SHEET ABOVE



EXISTING FPL SERVICE POINT
120/240V TRANSFORMER
APPROX. 519 N.W. 1ST AVE

LEGEND

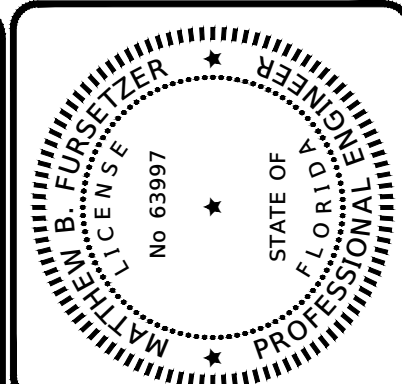
- CENTER LINE OF ROADWAY
- RIGHT-OF-WAY
- PROP. PEDESTRIAN LIGHT (SEE DETAIL....)
- LIGHTING CONDUIT
- 2" PULL BOX CONDUIT
- PROPOSED LOAD CENTER

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- NOTES:
- CONTRACTOR TO FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER OF RECORD IF ANY CONFLICTS IDENTIFIED.
 - CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING PULL BOXES PRIOR TO CONSTRUCTION.
 - IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITIES.
 - CONTRACTOR TO COORDINATE WITH FPL WHILE WORKING IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
 - PRIOR TO WORKING WITHIN THE VICINITY OF OVERHEAD WIRES THE CONTRACTOR IS TO VERIFY REQUIRED VERTICAL AND HORIZONTAL CLEARANCES WITH APPLICABLE UTILITIES OWNERS.
 - CONTRACTOR TO PROVIDE TEMPORARY LIGHTING, AS REQUIRED AND COORDINATED WITH FDOT AND MIAMI DADE COUNTY FOR TEMPORARY LIGHTING REQUIREMENTS AND INSTALLATION PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO INCLUDE ALL COSTS ASSOCIATED WITH LIGHTING IN CONTRACTOR'S BIDDING.
 - RELOCATED LIGHT POLES TO BE DONE IN ACCORDANCE WITH FDOT STANDARD INDEX 715-002.

FLAGLER GREENWAY LIGHTING PLAN



DRAWN BY:	DATE:
NO	8/30/2023
DESIGNED BY:	SCALE:
SL	AS SHOWN
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MF	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHK'D	REVISIONS	DESCRIPTION

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
LIGHTING PLAN
FORT LAUDERDALE, FLORIDA

SHEET NO.	13
TOTAL:	24
CAD FILE:	P12627-LIGHTING

90% SET - NOT FOR CONSTRUCTION

Conceptual assembly drawing, subject to Engineering verification by factory.

Catalog Number: 1760LED-DR-R4-1L40T3-MDL10-CA-HSS-SV2C/USL Type:

Customer Approval:

Signature

Date

FIXTURE: 1760LED

The 1760LED Chateau Series luminaire is a large scale, dramatic design fixture featuring a tall, cylindrical body made up of a cast aluminum top, round lens and flat, spun aluminum shade. The luminaire shall be UL listed in US and Canada.

ARM FITTER: -R4

LIGHT SOURCE: -1L40T3-MDL10

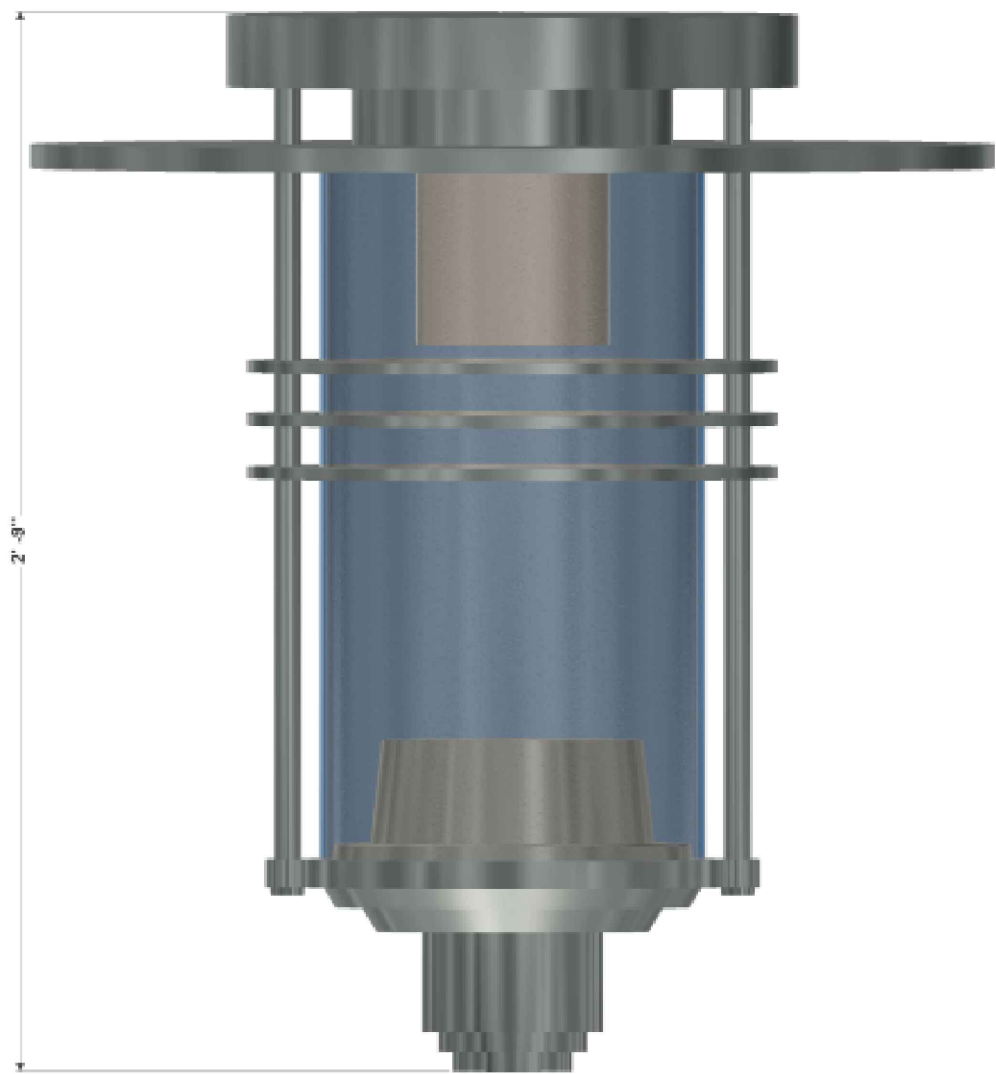
Array: 1L (8W = MD_10, 70W = MD_12, 81W=MD_14, 99W=MD_16) (1L)
Color Temp: 4000K (40)
Distribution: Type 3 (T3)
Driver: Multi-Volt Dimmable Low-Range Driver - 120-277V, 1000mA (MDL10)

OPTIONS: -CA-HSS-SV2C

Lens: Clear Acrylic (CA)
House Side Shield: Yes (HSS)
Internal Diffusing Lens: SV2C

FINISH: USL

Assembly shall be powder coated to Urban Silver Matte finish. Prior to coating, the assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance.

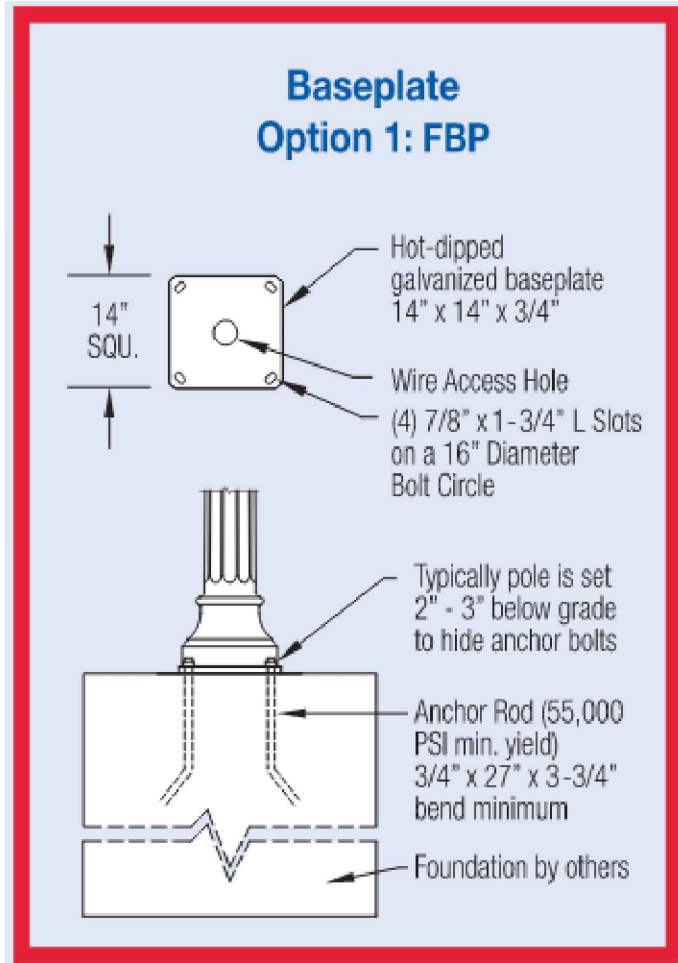


www.scgrp.com

The Americana Series

**THE
TRADITIONAL**
Specification Details*

Description		Catalog Number	"A" Pole Height Above Grade	"D" Tip Dimension	"B" Direct Burial Length & "F" Dia.	Pole Weight Direct Burial	Pole Weight Base Plate
Traditional Fluted	10'	KD10	10' 1"	5 1/2"	4' 6" x 8 1/4"	525 lbs	375 lbs
Traditional Fluted	13'	KD13	13' 1"	5"	4' 6" x 8 1/4"	615 lbs	465 lbs
Traditional Fluted	15'	KD15	15' 1"	5"	4' 6" x 8 1/4"	710 lbs	560 lbs
Traditional Fluted	18'	KD18	18' 1"	5 1/4"	5' 0" x 8 1/4"	1100 lbs	850 lbs
Traditional Fluted	20'	KD20	20' 1"	5"	5' 0" x 8 1/4"	1180 lbs	930 lbs



LOAD CENTER 'A'

120/240, SINGLE PHASE, 3 WIRE

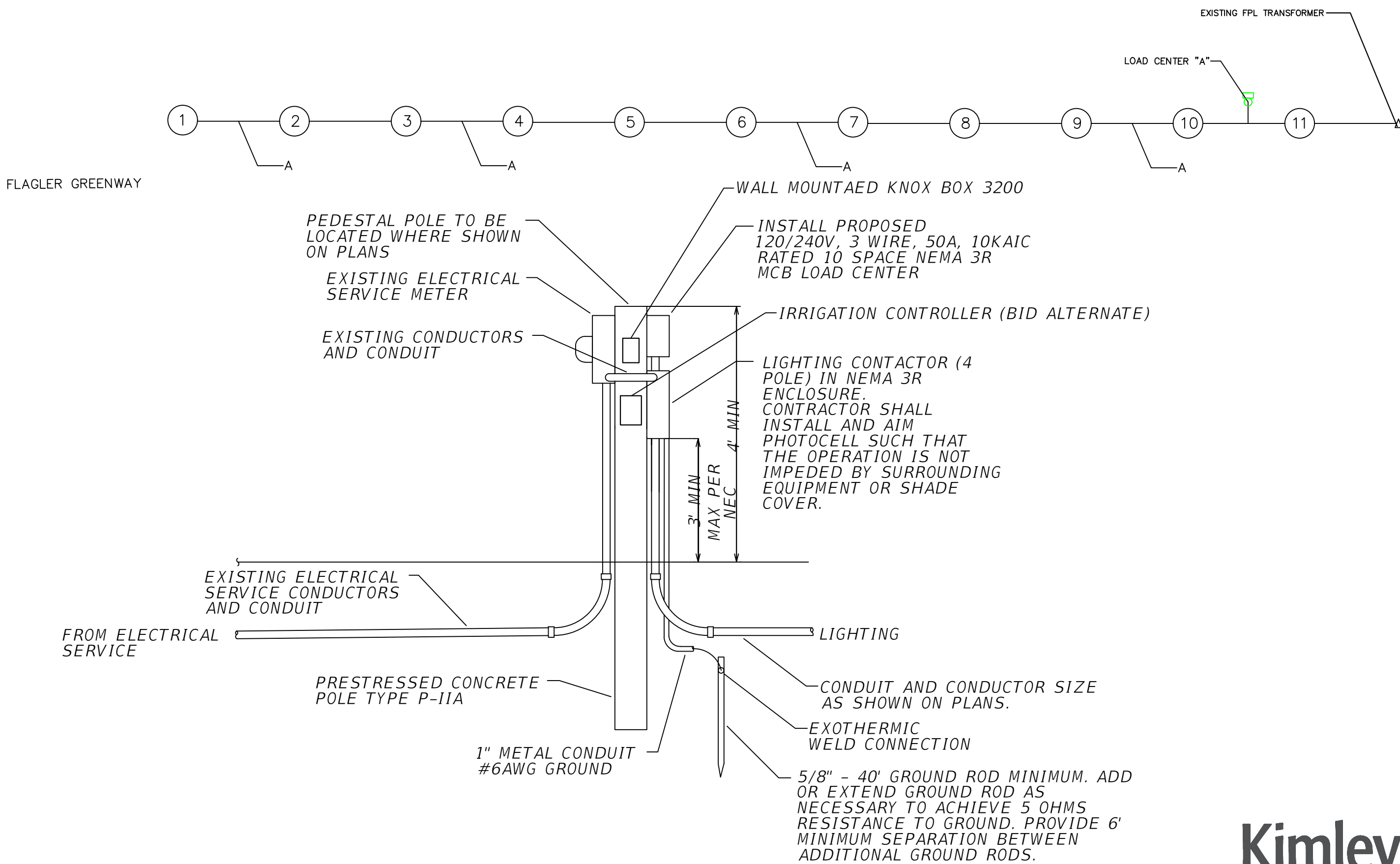
LOAD CENTER DESIGNATION	MAIN AND CIRCUIT BREAKER SIZES	# OF BRANCH CIRCUITS	TOTAL DEMAND LOAD (AMPS)	TOTAL DESIGN LOAD (AMPS)	# SERVICE ENTRANCE CONDUCTORS AND CONDUIT AND BRANCH CIRCUIT SIZE CONDUCTOR	LOCATION
MAIN	50 AMP	–	–	–	#2 AWG	FLAGLER GREENWAY AVE.
A-1	20, A,2P	–	2.8	3.5	#6 AWG	FLAGLER GREENWAY AVE.
A-2	20, A,1P					IRRIGATION

* FURNISH AND INSTALL BETWEEN FPL PULL BOX AND LOAD CENTER

CIRCUIT DIAGRAM:

LOAD CENTER A

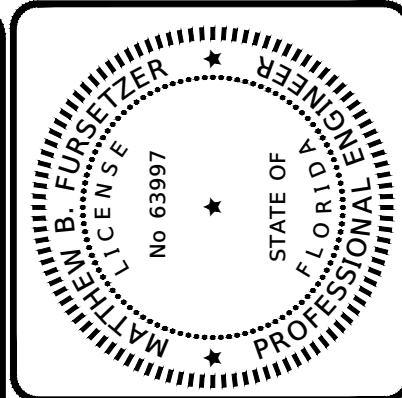
(2" SCH 40 PVC CONDUIT)
2 #6 AWG (CKT A-1)
1 #6 AWG GND



RISER DIAGRAM - TYPICAL LOAD CENTER

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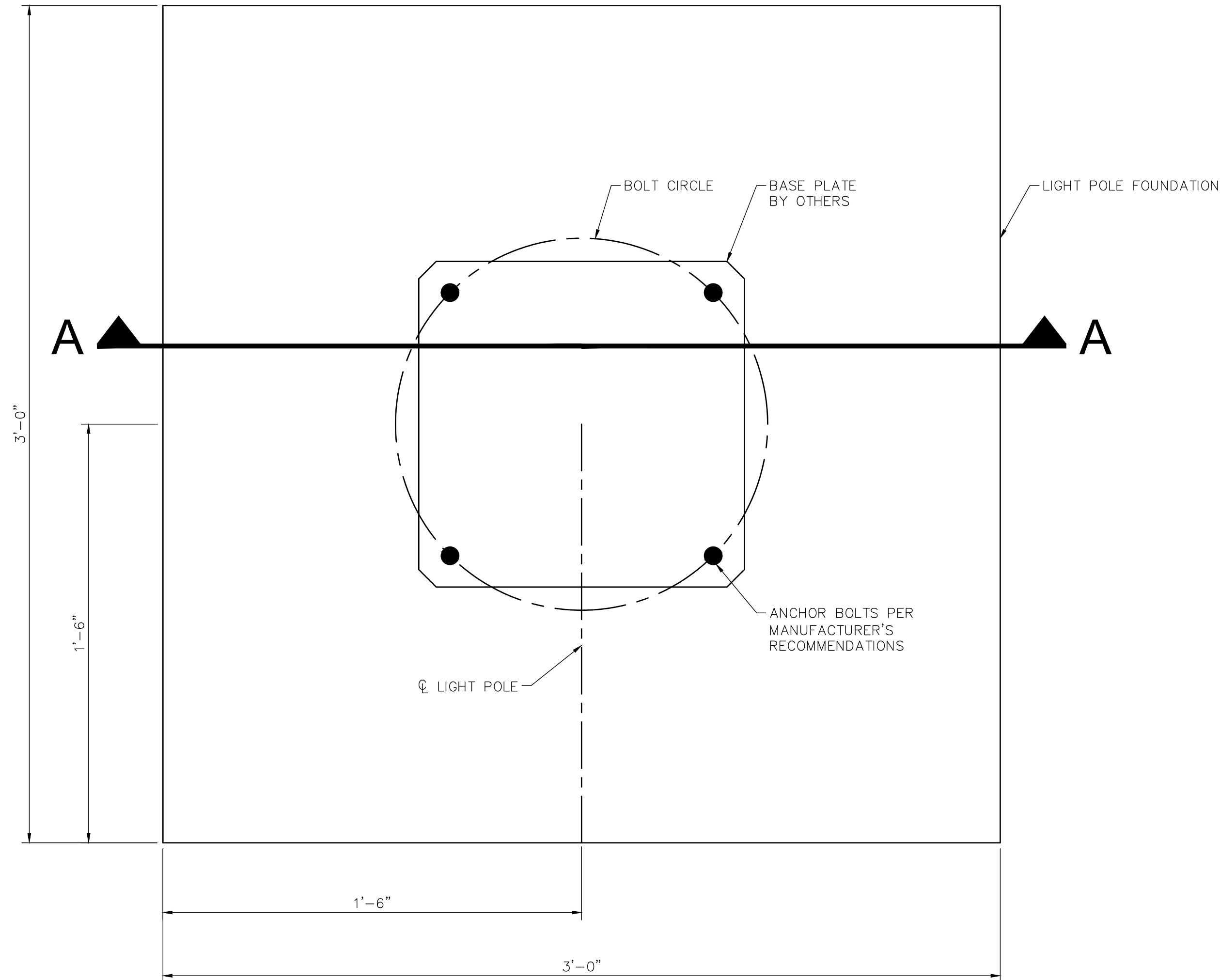
CITY OF FORT LAUDERDALE
TRANSPORTATION AND MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

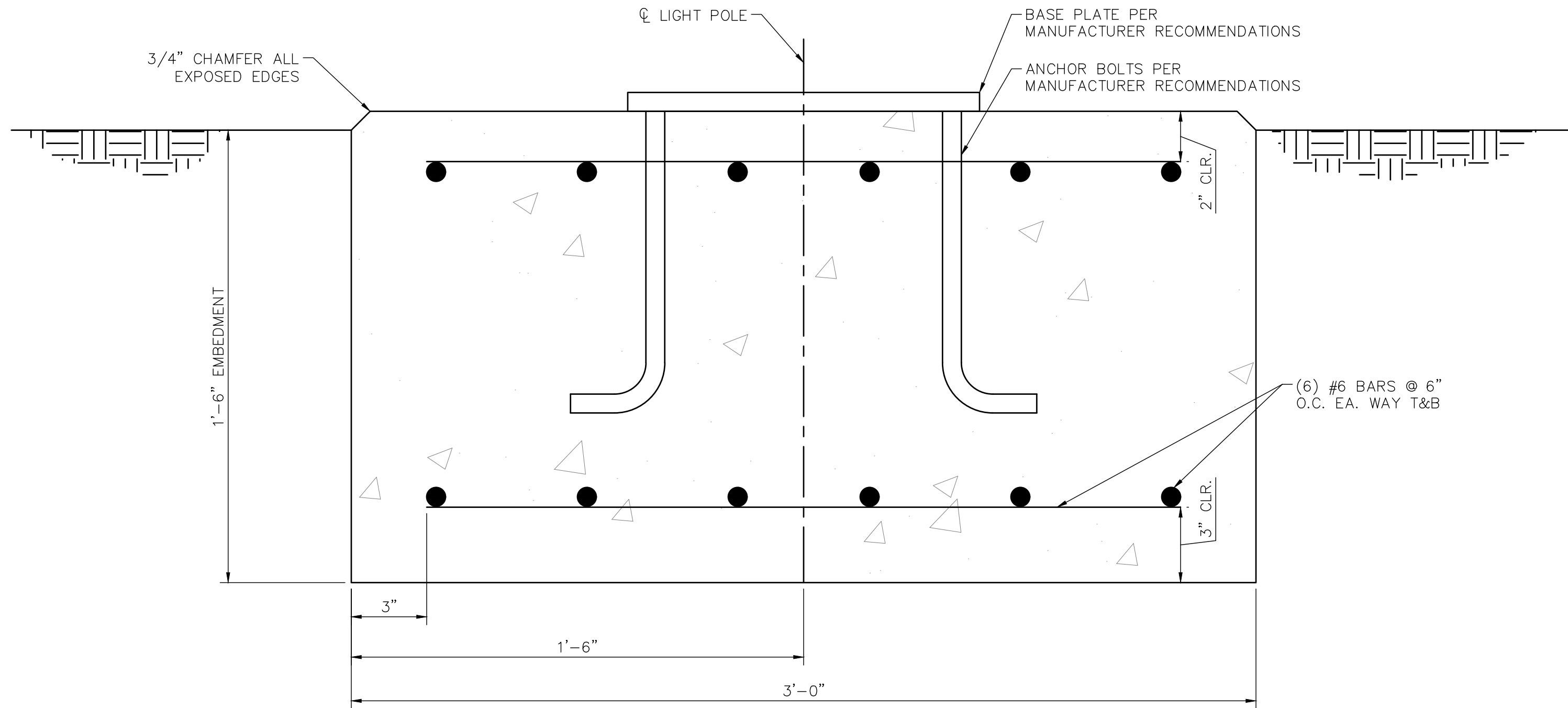
PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
LIGHTING DETAILS
FORT LAUDERDALE, FLORIDA

SHEET NO.	14
TOTAL:	24
CAD FILE:	P12627-LIGHTING

90% SET - NOT FOR CONSTRUCTION



LIGHT POLE FOUNDATION PLAN VIEW



SECTION A-A

DESIGN CRITERIA:

BUILDING CODE: 2020 FBC
WIND DESIGN: 2020 FBC
WIND SPEED = 170 MPH
RISK CATEGORY = 2
EXPOSURE = B
LIGHT POLE HEIGHT = 10'-1"
AXIAL DEAD LOAD = 0.65 KIP
WIND LOAD MOMENT ABOUT TRANSVERSE AXIS = 1.4 KIP-FT
WIND LOAD MOMENT ABOUT LONGITUDINAL AXIS = 1.4 KIP-FT
DEAD LOAD MOMENT ABOUT LONGITUDINAL AXIS = 0 KIP-FT
SHEAR IN LONGITUDINAL AXIS = 0.26 KIP
SHEAR IN TRANSVERSE AXIS = 0.26 KIP
TORSION ABOUT POLE AXIS = 0 KIP-FT

NOTES:

- COORDINATE ANCHOR BOLT SIZE, BASE PLATE, AND ATTACHMENT LOCATION WITH LIGHT POLE MANUFACTURER.
- ANCHOR BOLTS TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
- THE SOIL BELOW THE FOOTING SHALL BE COMPACTED TO A MINIMUM BEARING CAPACITY OF 2.0 KSF.
- ALL CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI AND MAX W/CM OF 0.5.
- ALL REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM A615 AND MIN. GRADE 60.

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100% SET

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
LIGHTPOLE FOUNDATION
FORT LAUDERDALE, FLORIDA

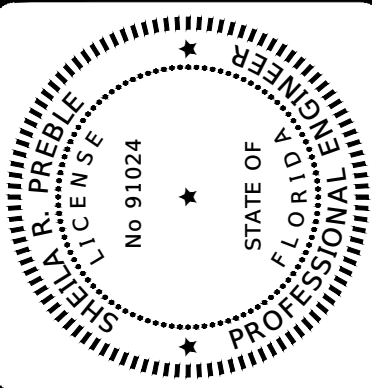
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TOTAL:	24
CAD FILE:	P12627-FOUNDATION

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

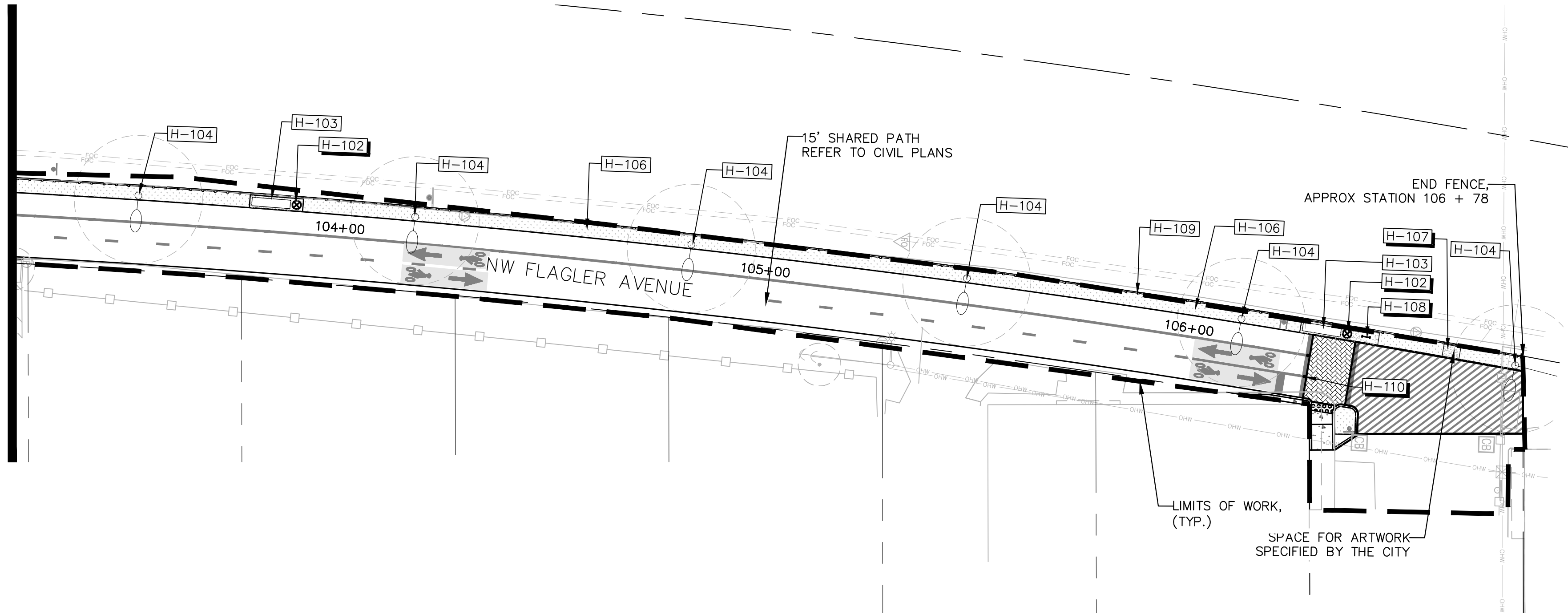


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TRANSPORTATION AND
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290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

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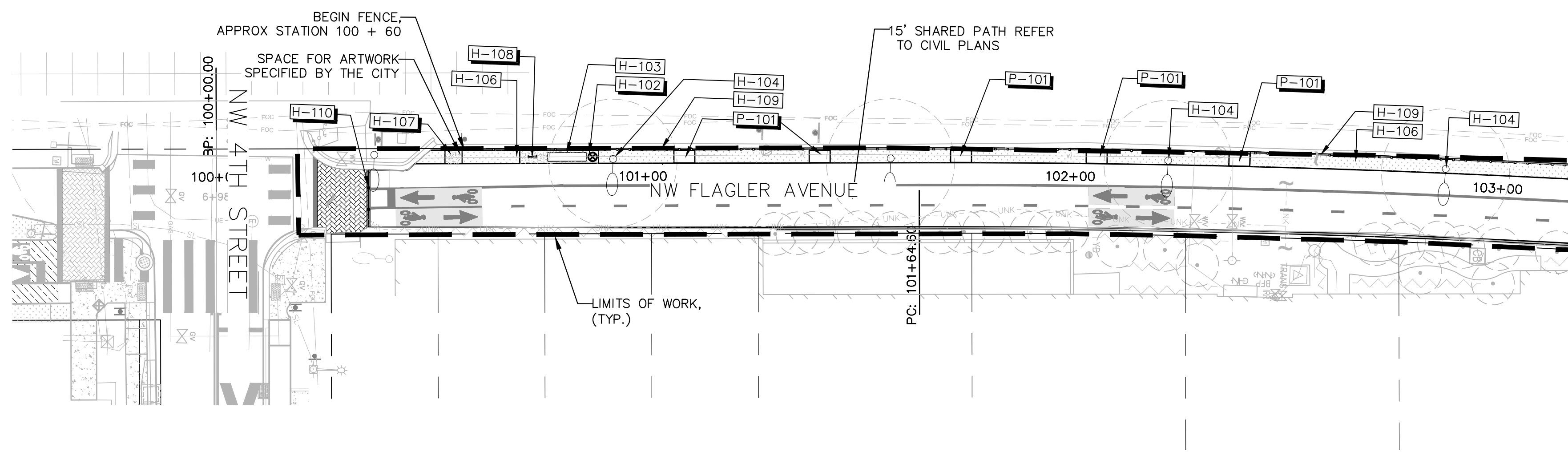


MATCH LINE
FLAGLER GREENWAY
SEE ABOVE



REFERENCE NOTES SCHEDULE

SYMBOL	Hardscape DESCRIPTION	DETAIL
H-102	Trash and Recycle Receptable	1/L3.1
H-103	Bench	2/L3.2
H-104	Pedestrian Light	SEE LIGHTING
H-106	Landscape Area	L4.0
H-107	Concrete Pad	SEE CIVIL
H-108	Bike Rack	3/L3.1
H-109	Aluminum Picket Fence	6/L3.2
H-110	Bollard	4/L3.1
SYMBOL	Planter DESCRIPTION	DETAIL
P-101	5' x 3' Planter	L4.1




MATCH LINE
FLAGLER GREENWAY
SEE BELOW

100% SET

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
HARDSCAPE PLAN
FORT LAUDERDALE, FLORIDA

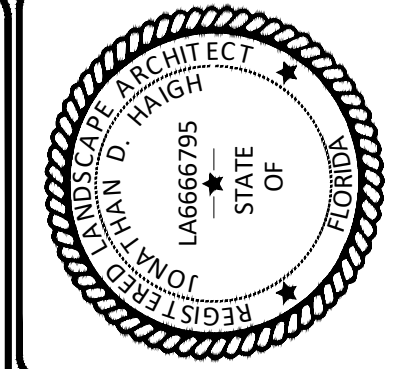
SHEET NO.	L3.0
TOTAL:	24
CAD FILE:	P12627-L3.0-HARD

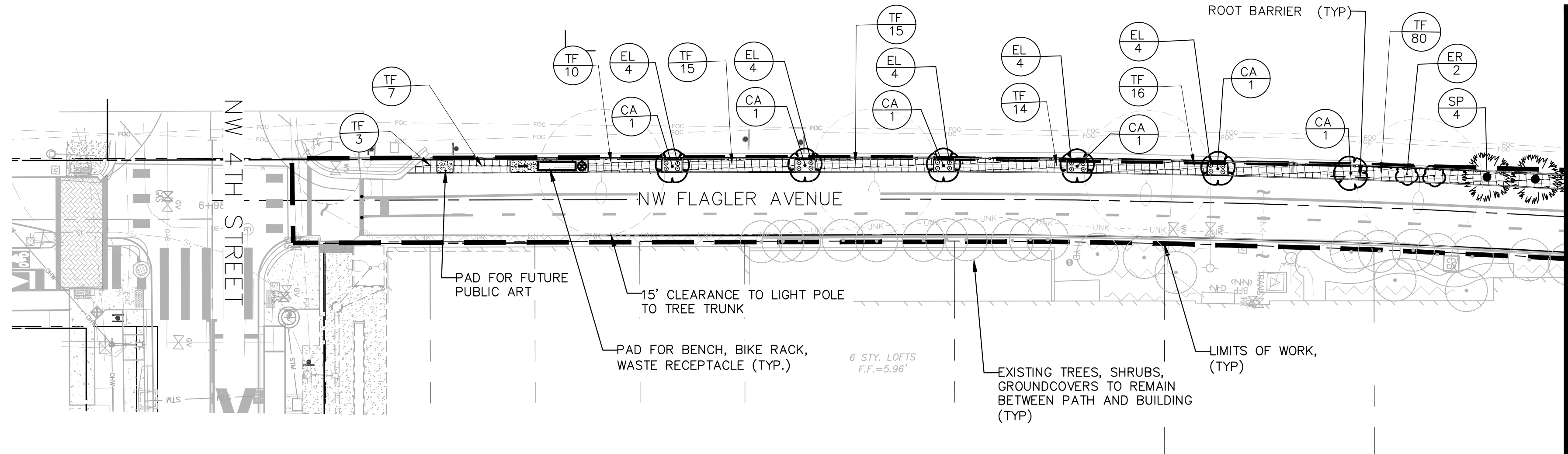
NO.	DATE	BY	CHK'D	REVISIONS DESCRIPTION



CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

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DESIGNED BY:	SL	SCALE:	AS SHOWN
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FIELD BOOK:			



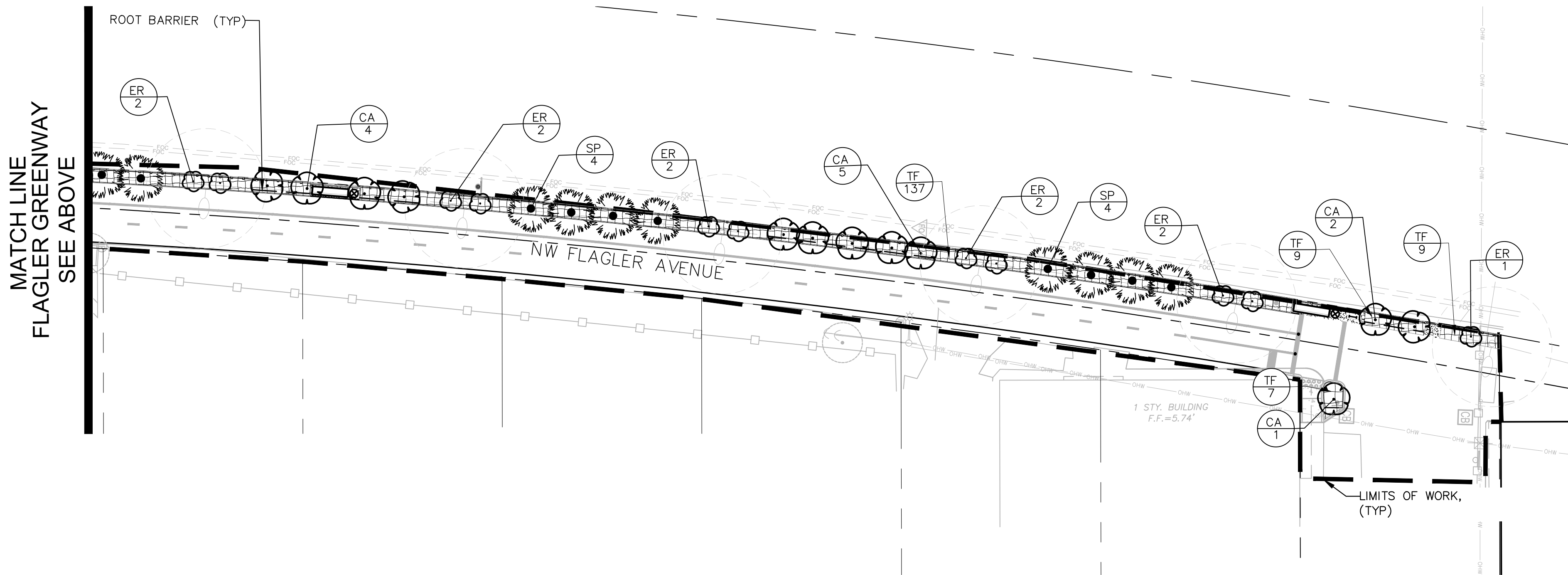


MATCH LINE
FLAGLER GREENWAY
SEE SHEET BELOW

PLANTING NOTES:

1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC., ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
7. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

*NOTE: SEE SHEET L4.1 FOR FULL LANDSCAPE SCHEDULE.



MATCH LINE
FLAGLER GREENWAY
SEE ABOVE

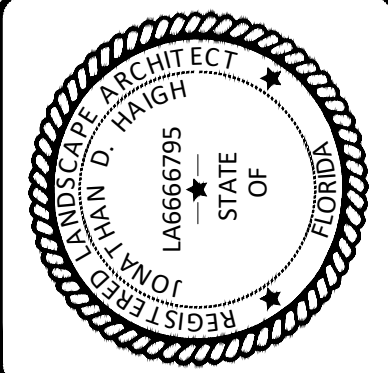
PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME
TREES			
CA	18	Clusia rosea	Autograph Tree
ER	13	Eugenia Rhombea	Red Stopper
SP	12	Sabal palmetto	Sabal Palm

CODE	QTY	BOTANICAL NAME	COMMON NAME
SHRUBS			
EL	20	Ernodea littoralis	Golden Creeper

SHRUB AREAS			
TF	322	Tripsacum floridanum	Dwarf Fakahatchee

ROOT BARRIER ±94 LINEAR FEET



DRAWN BY:	DATE:
NO	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	
MF	
FIELD BOOK:	

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TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

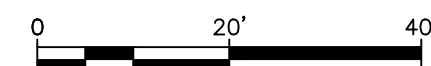
PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
LANDSCAPE PLAN
FORT LAUDERDALE, FLORIDA

SHEET NO.
L4.0
TOTAL: 24
CAD FILE: P12627-L4.0-LAND

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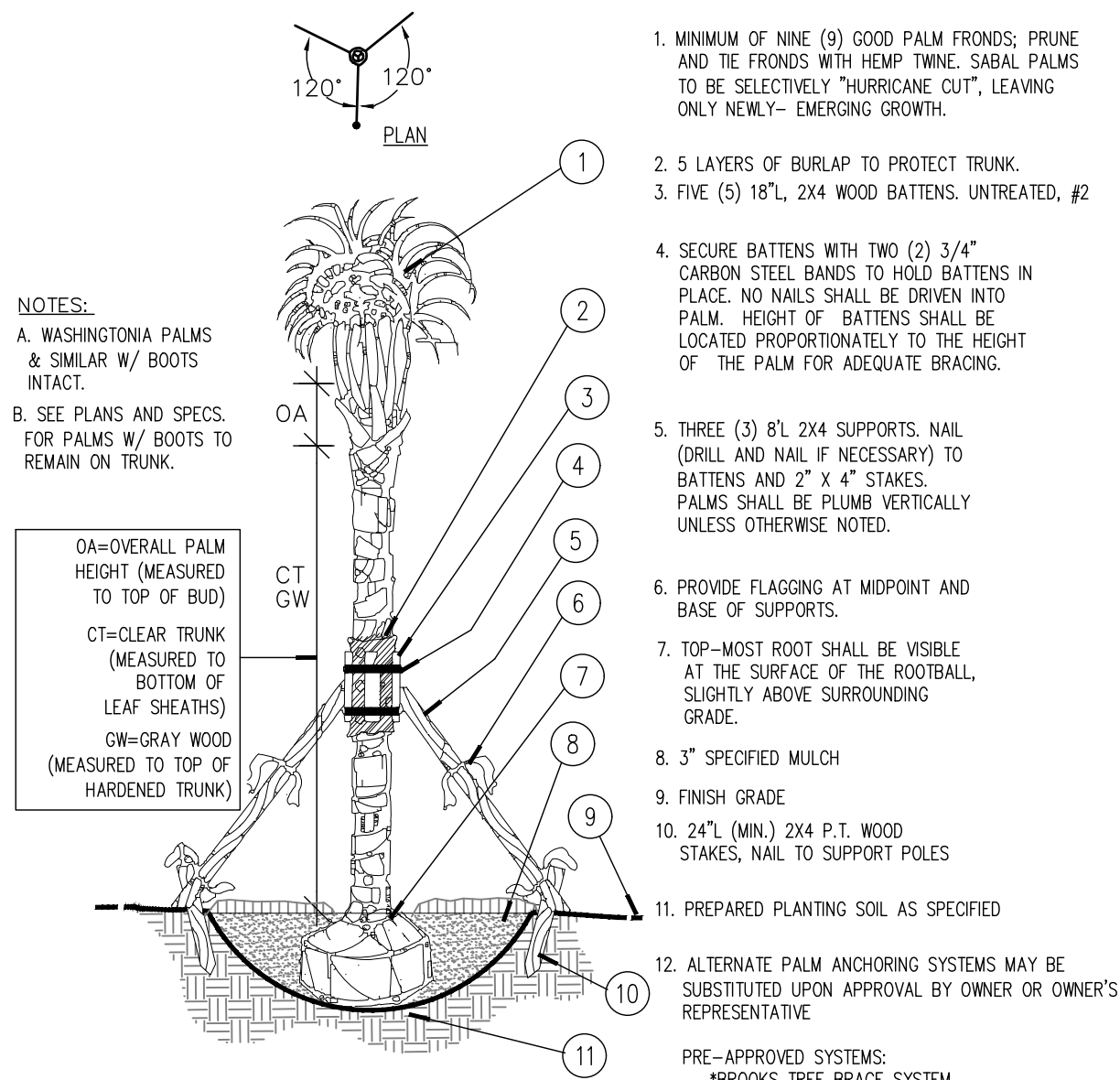
PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
TREES							
CA	18	Clusia rosea	Autograph Tree	25 gal	2" Cal.	8'-10' HT	SINGLE TRUNK MATCHING

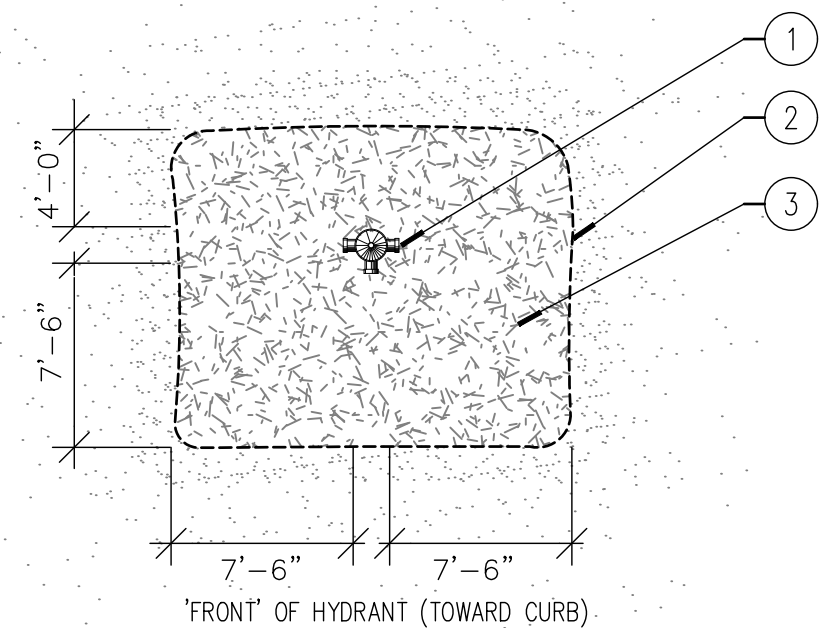
ER	13	Eugenia Rhombea	Red Stopper	25 gal		5-6' OA	BUSH. PRUNE TO REVEAL 2' OF CLEAR MULTI TRUNK
SP	12	Sabal palmetto	Sabal Palm	FG		12'-16' CT	SLICK TRUNK, STAGGER HEIGHTS IN GROUPINGS.

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	O.C.	SIZE	REMARKS
SHRUBS							
EL	20	Ernodea littoralis	Golden Creeper	1 gal	12" O.C.		4 PLANTS IN EACH PLANTER

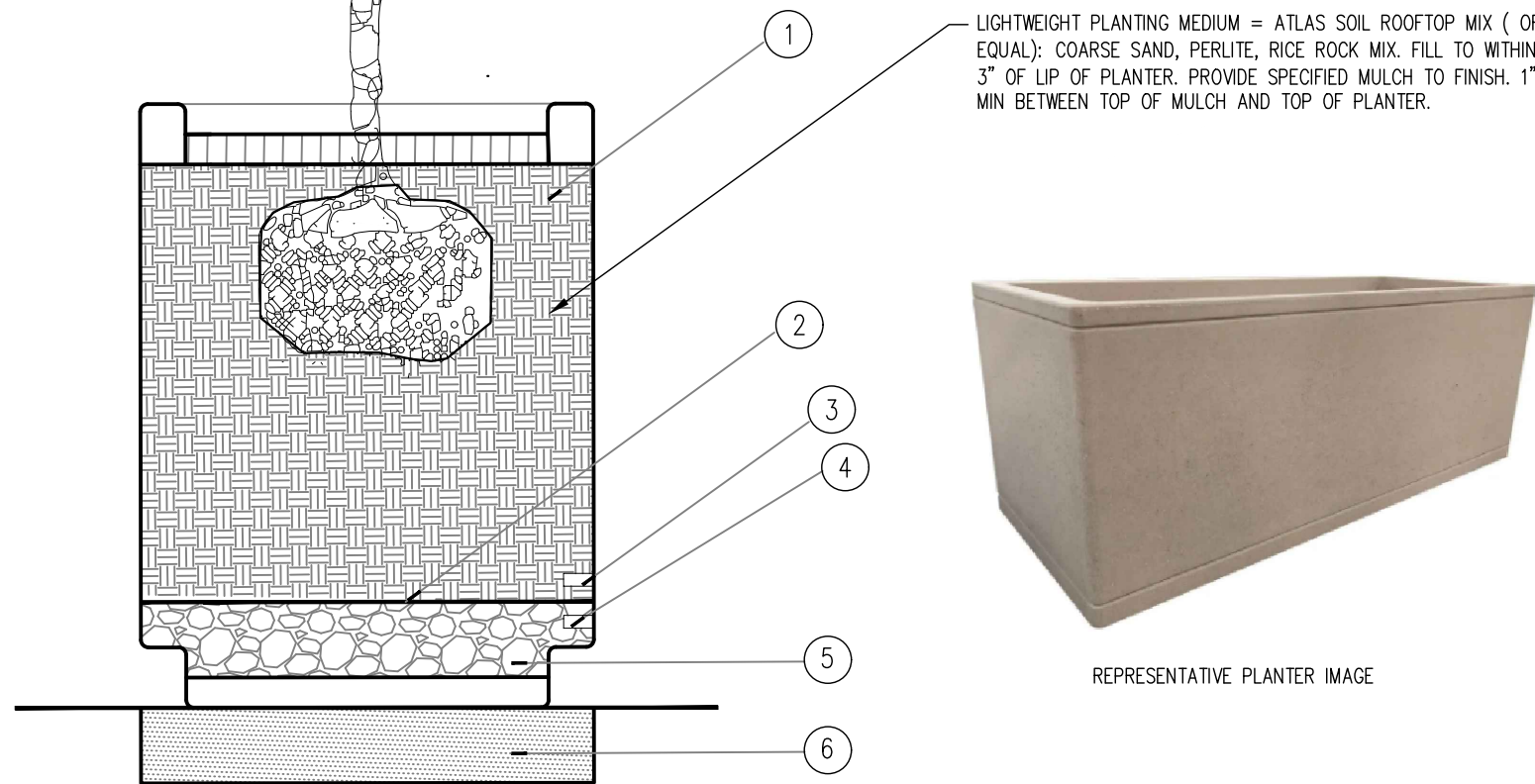
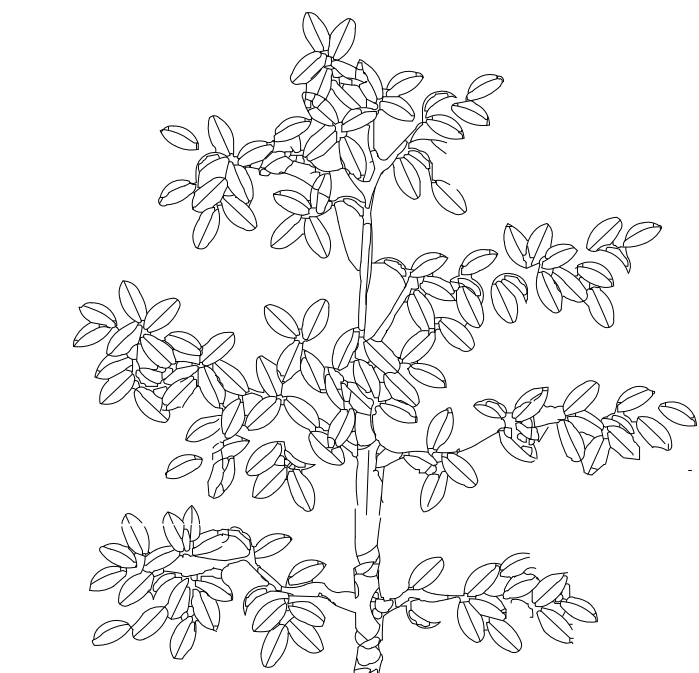
SHRUB AREAS							
TF	322	Tripsacum floridanum	Dwarf Fakahatchee	CONT.®	24" x 24"	30" O.C.	



B Palm Planting and Staking
SECTION
NTS



E Fire Hydrant Clear Zone
PLAN
NTS



C PLANTER
SECTION
NTS



UB 36-2/UB 48-2 Specifications
36" and 48" DeepRoot® Tree Root Barrier

Specified tree root barrier is a mechanical barrier and root deflector used to prevent tree roots from damaging hardscapes and landscapes. Assembled in 24" (609 mm) long modules to create varying lengths for linear applications, or perimeter surround applications at minimum 8' (243cm) diameter.

A. Materials
1. The contractor shall furnish and install tree root barrier as specified. The root barrier shall be either product UB 36-2 or UB 48-2 as manufactured by DeepRoot® Green Infrastructure, LLC, 530 Washington Street, San Francisco, CA, www.deeproot.com (800.458.7668).

2. Root barrier shall be recyclable, black, extruded panels with 0.80" (2.03 mm) wall thickness in modules 24" (609 mm) long and either 36" (910 mm) or 48" (1220 mm) deep.

3. Root barrier shall be manufactured with 100% reprocessed homopolymer polyethylene with added ultraviolet inhibitors.

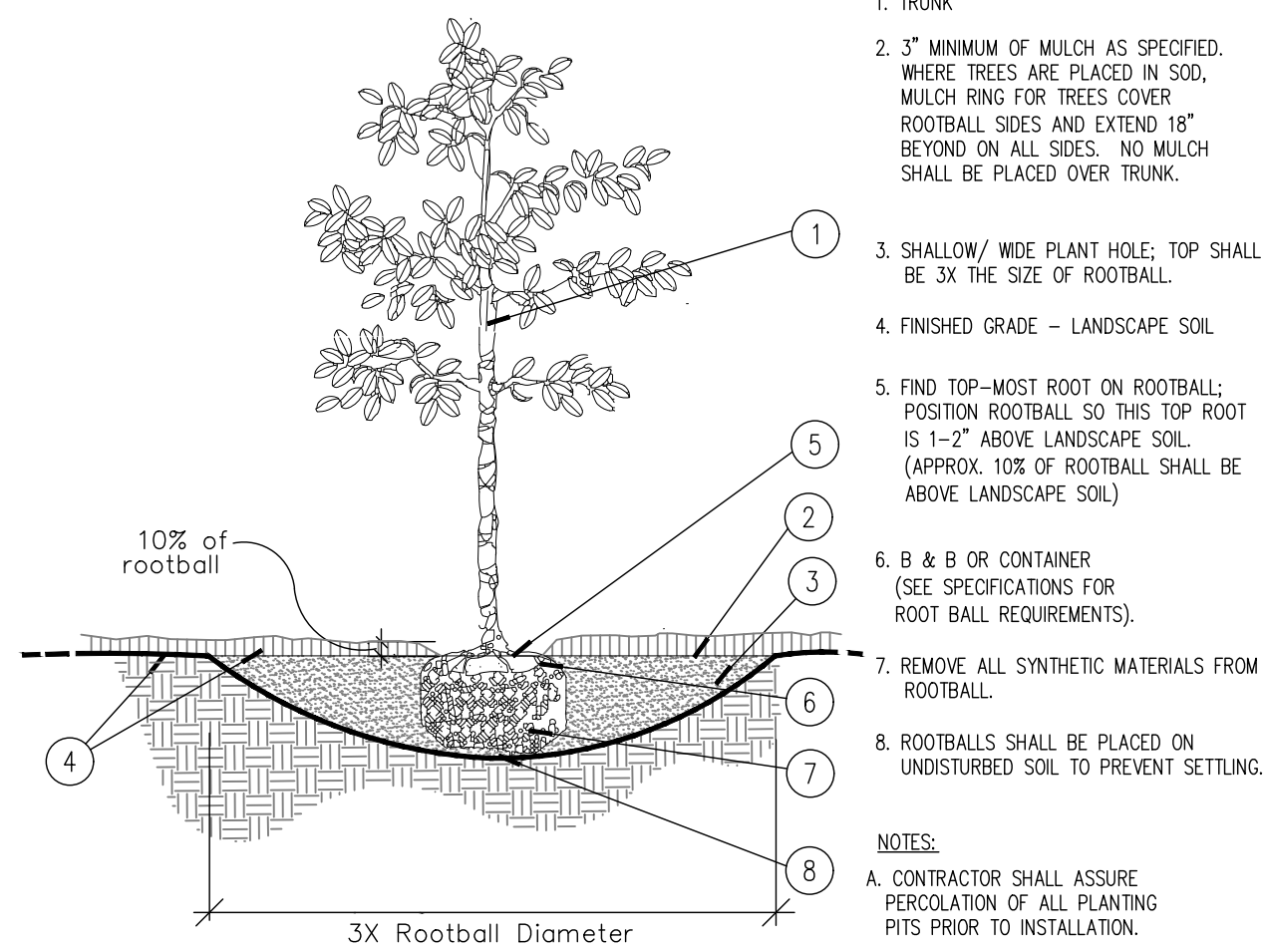
4. Root barrier shall be comprised of 24" (609 mm) modules. Each panel shall have no less than four (4) Molded Integral Vertical Root Directing Ribs of a minimum 0.080" (2.03 mm) thickness, protruding 1/2" (12.7 mm) at 90° from interior of the barrier panel, spaced 6" (152.4 mm) apart. (See Detail A)

5. Root barrier shall have an integrated Joining System for assembly by sliding one panel into another.

Material and Thickness	Homopolymer Polyethylene 0.080 inch Extruded	
Properties	Typical Value	ASTM Test Method
Tensile stress @ yield	3800 PSI	D638
Elongation @ break %	10%	D638
Tensile Modulus	155,000 PSI	D638
Notched Izod Impact	0.4 - 4.0	D256A
Flexual Modulus 73 ± PSI	145,000	D790
Hardness Shore	P66	D2240

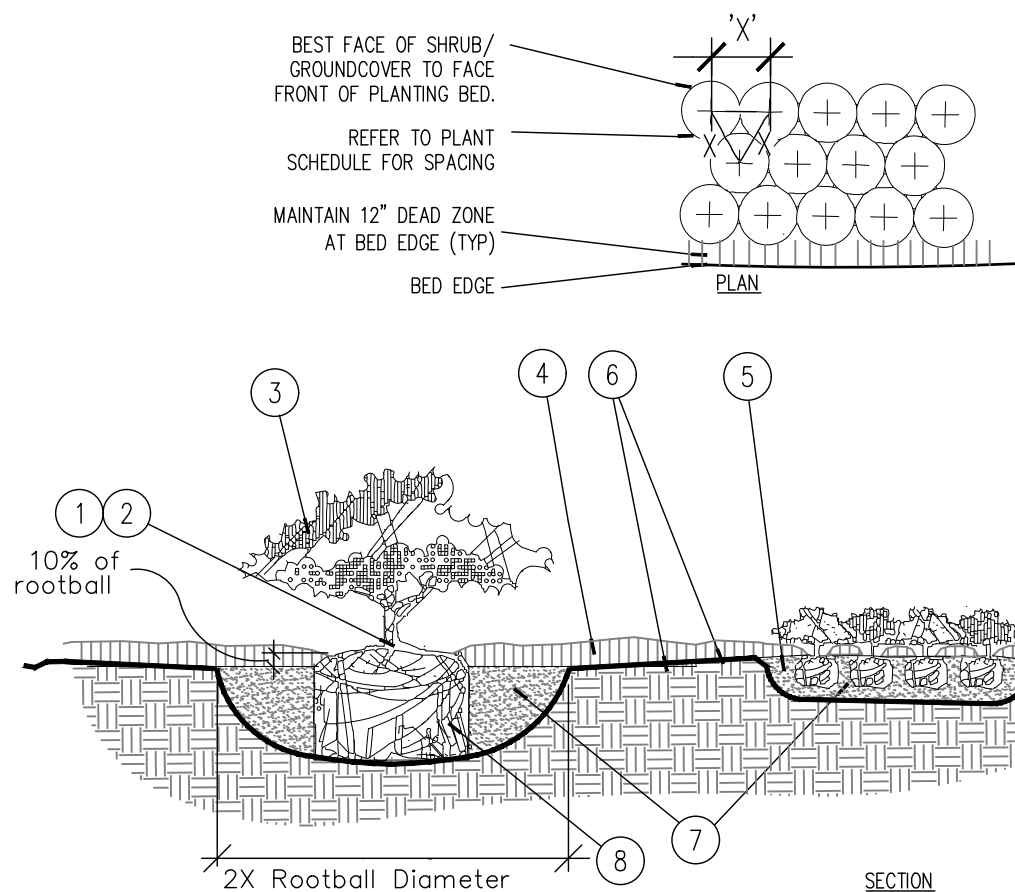
- * 36" DEEPROOT
- * SEE LANDSCAPE PLAN FOR LOCATIONS

F Root Barrier
MANUFACTURER'S DETAIL
NTS



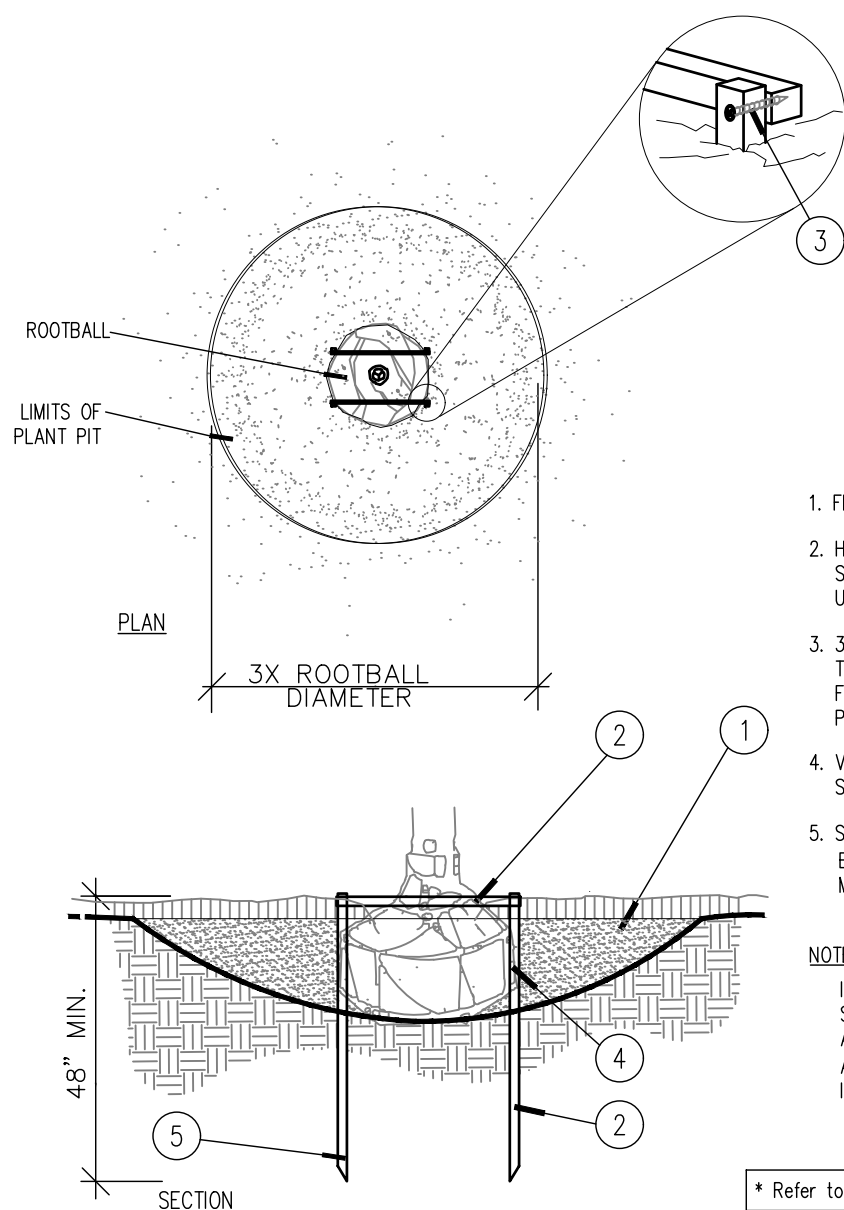
A Tree Planting

SECTION
NTS



D Shrub / Groundcover Planting

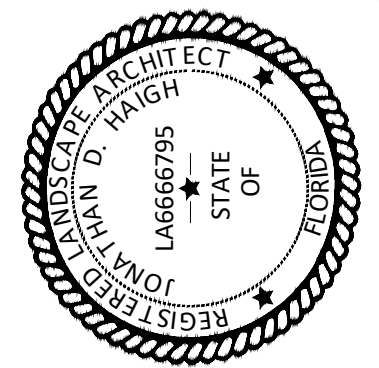
PLAN/SECTION
NTS



G Staking - up to 65 gal. or B&B to 3-1/2" Cal.
PLAN/SECTION
NTS

Kimley»Horn

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PHONE: 561-845-0665 WWW.KIMLEY-HORN.COM CA 00000696



DRAWN BY:	DATE:
NO	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	STATE OF
MF	FLORIDA
FIELD BOOK:	

CITY of FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHKD

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
L4.1-LANDSCAPE DETAILS
FORT LAUDERDALE, FLORIDA

SHEET NO.	L4.1
TOTAL:	24
CAD FILE:	P12627-L4.0-LAND

100% SET

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

MATERIALS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL. UPON SUBMITTALS' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SUBMITTAL
MULCH	PRODUCT DATA
TOPSOIL MIX	AMENDMENT MIX/ PRODUCT DATA/ TEST RESULTS
PLANTS	PHOTOGRAPHS OF ONE (1) OF EACH SPECIES (OR TAGGED IN NURSERY)
	CLIENT-REQUESTED TAGGING MAY SUBSTITUTE PHOTOS.
	INDICATE SIZES (HEIGHT/WIDTH) AND QUALITY PER SPEC.

FERTILIZER	PRODUCT DATA
INOCULANT	PRODUCT DATA
HERBICIDE	PRODUCT DATA
STAKING/GUYING	FOR ALTERNATE TO DETAILS: SEND PRODUCT DATA, DETAIL

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW.

2. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER, FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.

3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.

4. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

5. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE), TYPE OF MATERIAL: "FLORIMULCH" OR SHREDDED, STERILE EUCALYPTUS MULCH

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND ADEQUATE PERCOLATION CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES, METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 280.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER PERCOLATION. IF POOR PERCOLATION EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC..., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" TO ACHIEVE SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.

17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROOTS, GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED - REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED AND FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE:

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"x12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRAIDING IF NECESSARY).

B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST-PER-MONTH BASIS.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

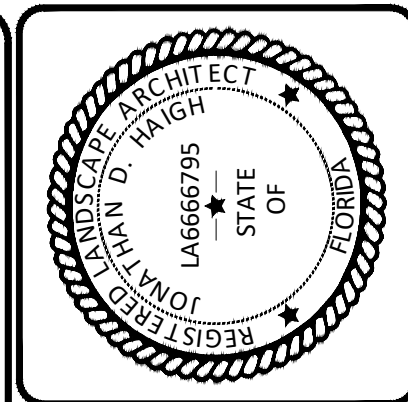
U. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.


4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.



DRAWN BY:	DATE:
NO	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	STATE OF
MF	FLORIDA
FIELD BOOK:	

CITY of FORT LAUDERDALE

TRANSPORTATION AND MOBILITY DEPARTMENT



290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHKD

PROJECT #12627

MOBILITY HUB NORTH

STREETSCAPE PROJECT

L4.2-LANDSCAPE PLAN

FORT LAUDERDALE, FLORIDA

SHEET NO.	
L4.2	
TOTAL: 24	
CAD FILE:	P12627-L4.0-LAND



1. CONTRACTOR SHALL REFER TO THE IRRIGATION DETAILS, IRRIGATION SCHEDULE, SPECIFICATIONS AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
2. IRRIGATION QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
3. ANY SUBSTITUTIONS FOR SPECIFIED IRRIGATION EQUIPMENT MUST BE APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE IN WRITING PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL FIELD ADJUST LOCATION OF IRRIGATION EQUIPMENT AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL FIELD ADJUSTMENTS SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
5. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
6. IRRIGATION PLAN IS DIAGRAMMATIC. EQUIPMENT SHOWN ON IMPERVIOUS SURFACES IS FOR GRAPHIC CLARITY UNLESS OTHERWISE NOTED. CONTRACTOR SHALL INSTALL ALL EQUIPMENT WITHIN LANDSCAPE AREAS IN PROPERTY LIMITS.

THE IRRIGATION SYSTEM IS DESIGNED TO OPERATE WITH A SOURCE PROVIDING 25 GPM AT 45 PSI.

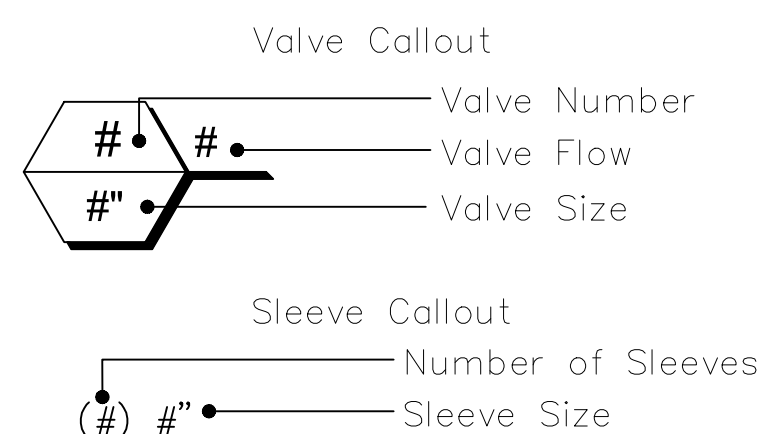
SPRAY HEAD DESIGN PRESSURE: 30 PSI

BUBBLER DESIGN PRESSURE: 30 PSI

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	1"	Turf Spray	21.38	35.6	40.7	1.99 in/h
2	Rain Bird PEB	1"	Bubbler	24.5	37.3	43.6	2.49 in/h
3	Rain Bird PEB	1"	Bubbler	24.25	36.9	43.6	2.5 in/h



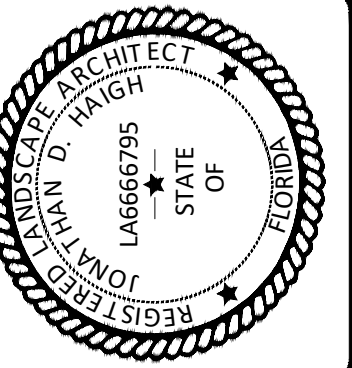
<u>SYMBOL</u>	<u>MANUFACTURER/MODEL/DESCRIPTION</u>	<u>QTY</u>	<u>PSI</u>
▲ ▲ ▲ ▲ ▲ EST LCS RCS CST SST	Rain Bird 1806 15 Strip Series Turf Spray 6.0in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.	48	30
⌋ ⌋ ⌋ Q H F	Rain Bird 1812 5 Series MPR Shrub Spray 12in. Pop-Up Sprinkler with Co-Molded 1 Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.	30	
⌋ ⌋ ⌋ 12 15 18	Rain Bird 1812 ADJ Shrub Spray 12in. Pop-Up Sprinkler with Co-Molded 4 Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet.	30	
▲ ▲ ▲ ▲ 1401 1402 1404 1408	Rain Bird 1402 Flood Flood Bubbler IPS Flex Hose Per Detail	48	30
<u>SYMBOL</u>	<u>MANUFACTURER/MODEL/DESCRIPTION</u>	<u>QTY</u>	
●	Rain Bird PEB 1in., 1-1/2in., 2in. Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	3	
Ⓟ	Febco 765 1-1/2" Pressure Vacuum Breaker, brass with ball valve SOV. Install 12in. above highest downstream outlet and the highest point in the downstream piping. Install PVB in Guardshack enclosure (or equal).	1	
C	K-Rain BL-KR1 1 station battery powered bluetooth controller	3	
M	Water Meter 1" Proposed 1" Irrigation Meter	1	
=====	Irrigation Lateral Line: PVC Schedule 40	±694.5 l.f.	
-----	Irrigation Mainline: PVC Schedule 40	± 291.0 l.f.	
=====	Pipe Sleeve: PVC Schedule 40	AS NEEDED	



REFER TO DETAILS AND NOTES
ON SHEETS L5.1, L5.2, & L5.3

Kimley»»Horn

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1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 WWW.KIMLEY-HORN.COM CA 00000696



ND	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	
MF	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
3rd Avenue, Fort Lauderdale, Florida 33301

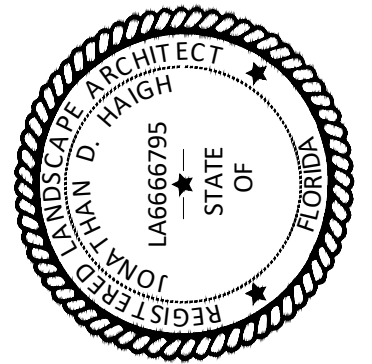
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PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
IRRIGATION PLAN
FORT LAUDERDALE, FLORIDA

SHEET NO.	
L5.0	
TOTAL: 24	
LD FILE:	
P12627-IRR	

100% SET

CAM #24-1126
Exhibit 1
Page 161 of 232



DATE:	02/27/2024
DRAWN BY:	ND
DESIGNED BY:	SL
CHECKED BY:	MF
FIELD BOOK:	

CITY OF FORT LAUDERDALE
TRANSPORTATION AND
MOBILITY DEPARTMENT
290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

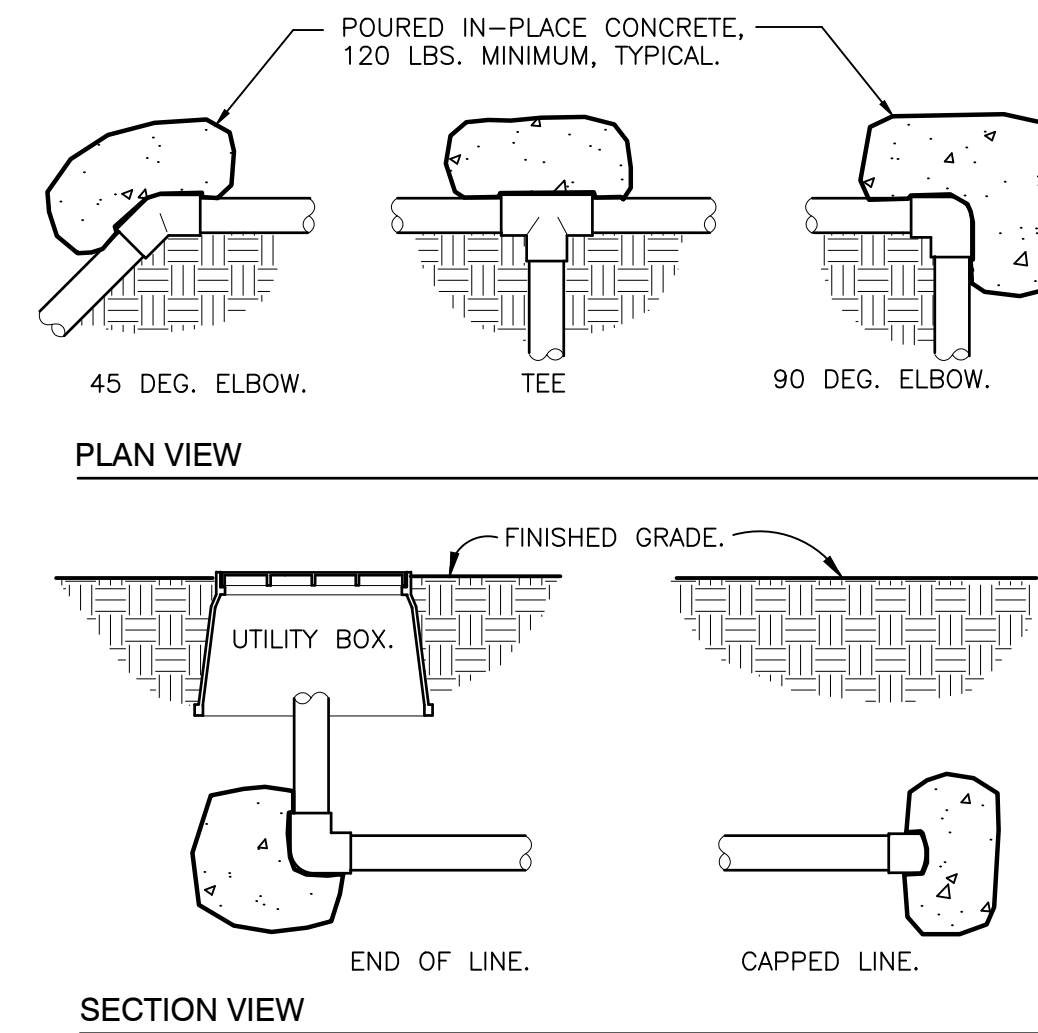
REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

PROJECT #12627
MOBILITY HUB NORTH
STREETSCAPE PROJECT
IRRIGATION DETAILS
FORT LAUDERDALE, FLORIDA

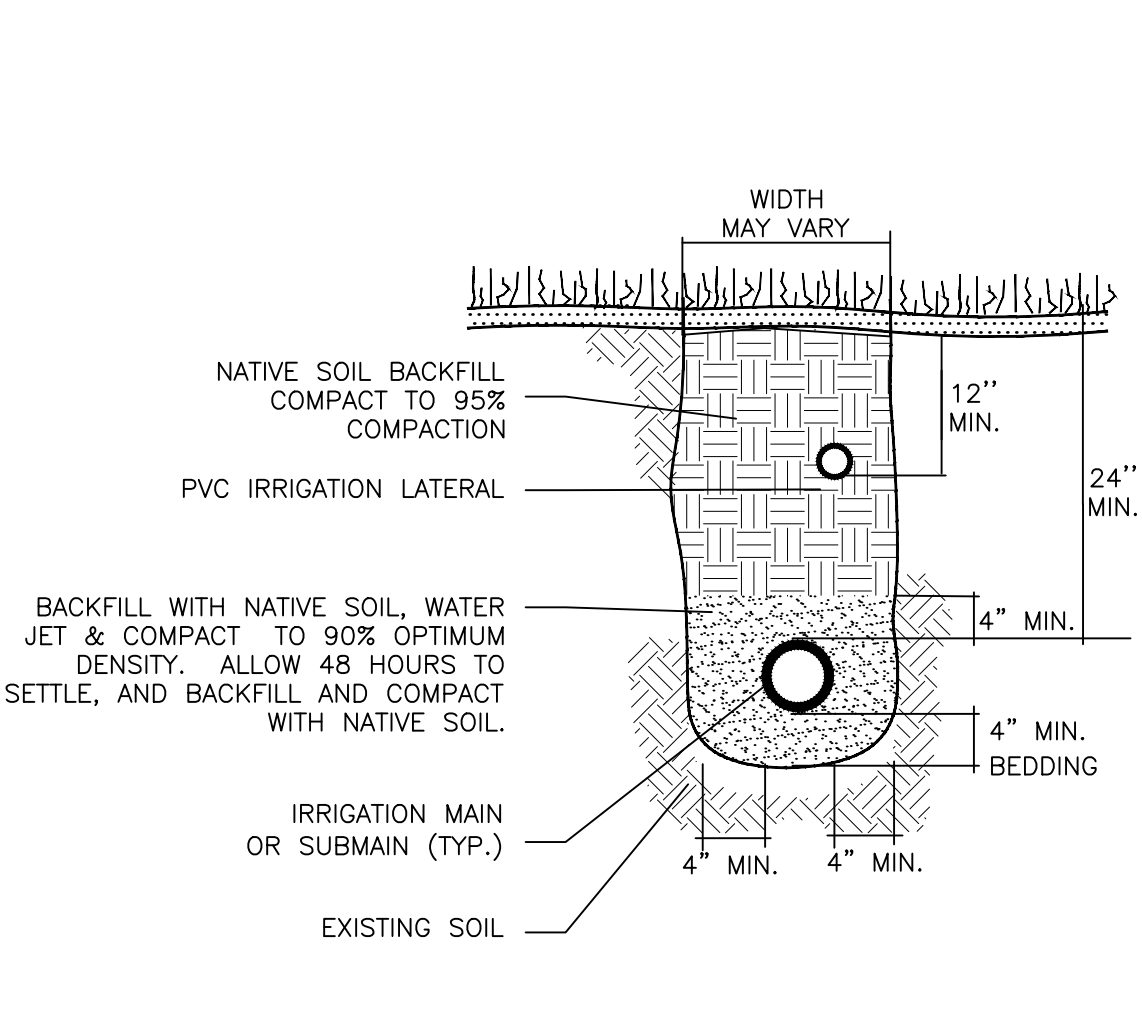
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SHEET NO.
L5.1

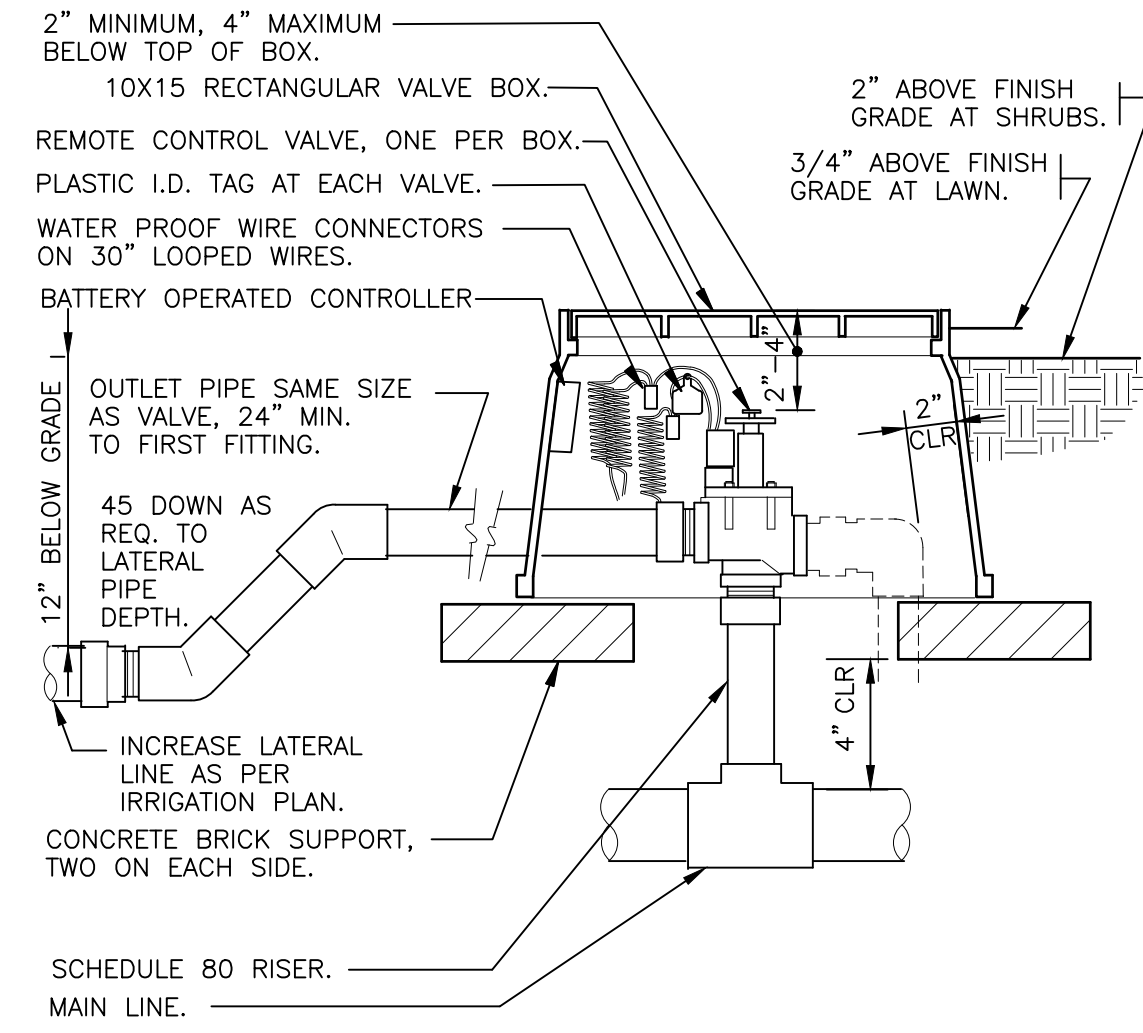
TOTAL: 24
CAD FILE:
P12627-IRR



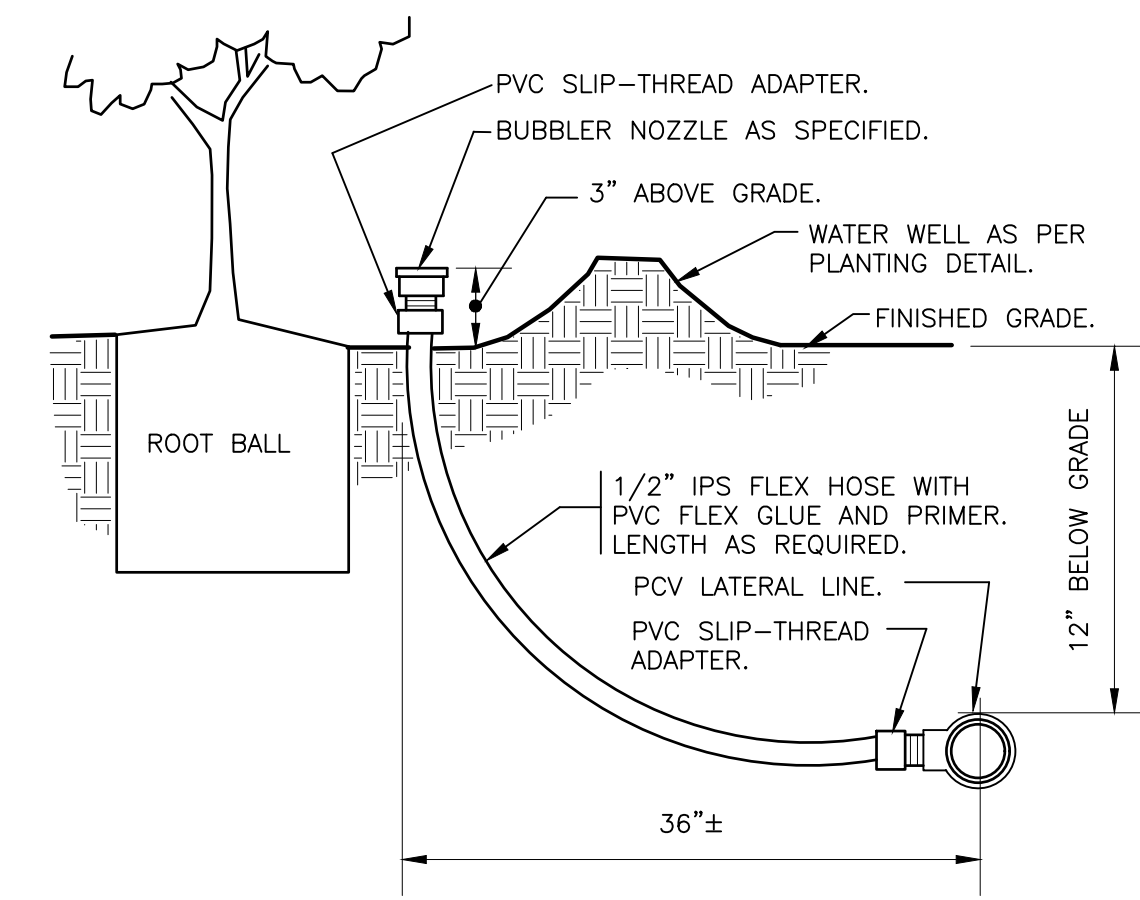
1 THRUST BLOCKING
3/4" = 1'-0" 32 8409.76-01



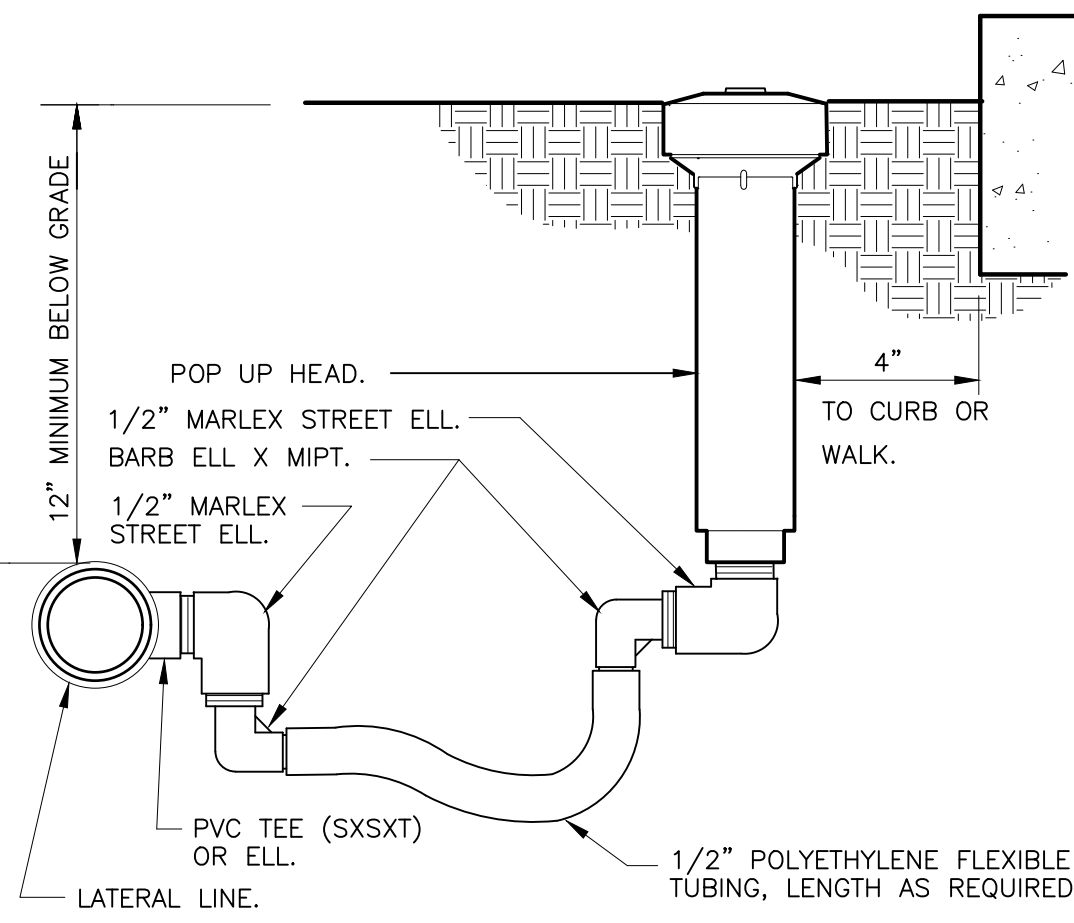
2 TRENCHING DETAIL
NOT TO SCALE 32 8409.76-03



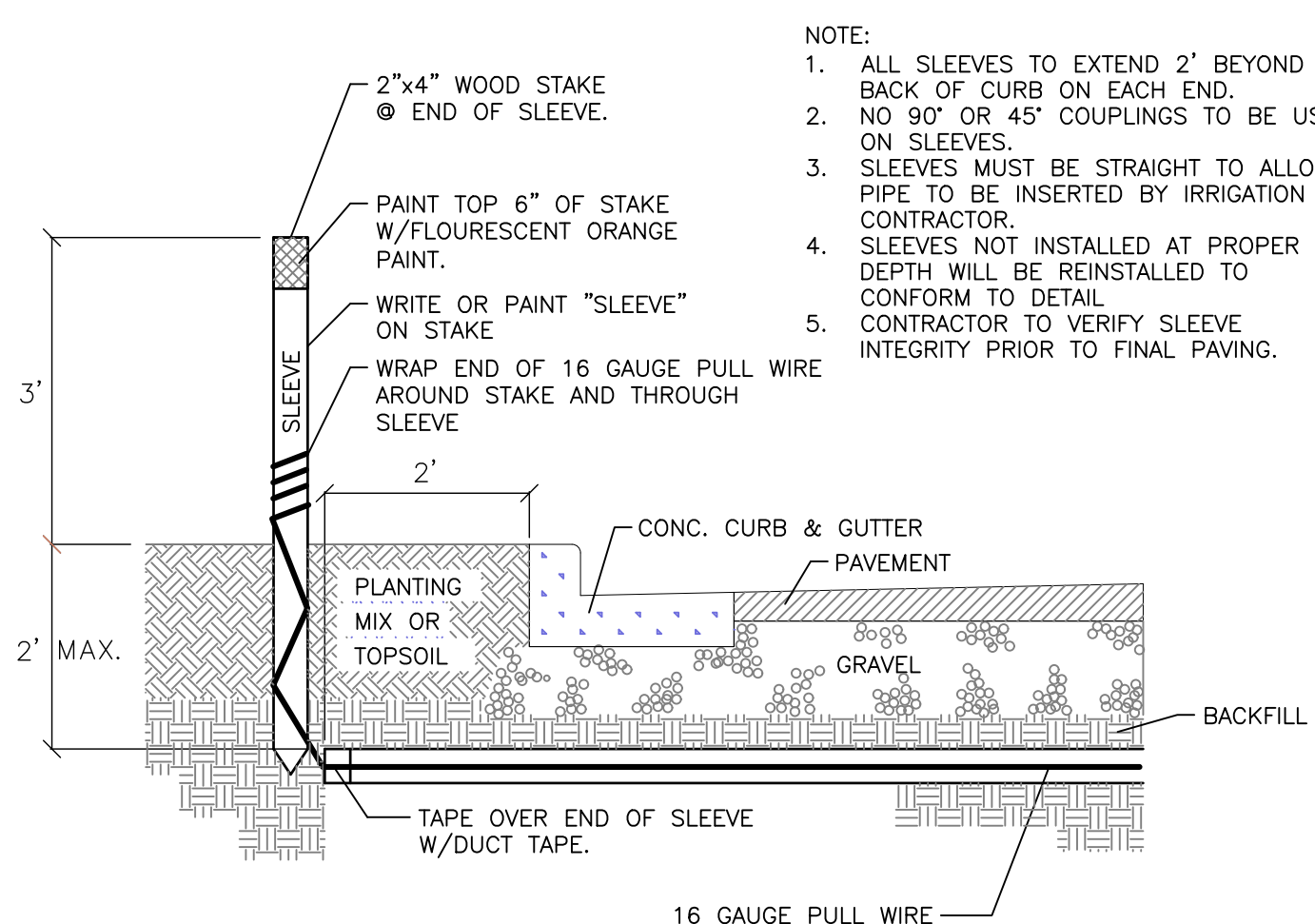
3 ELECTRIC REMOTE CONTROL VALVE
1 1/2" = 1'-0" DETAIL-FILE



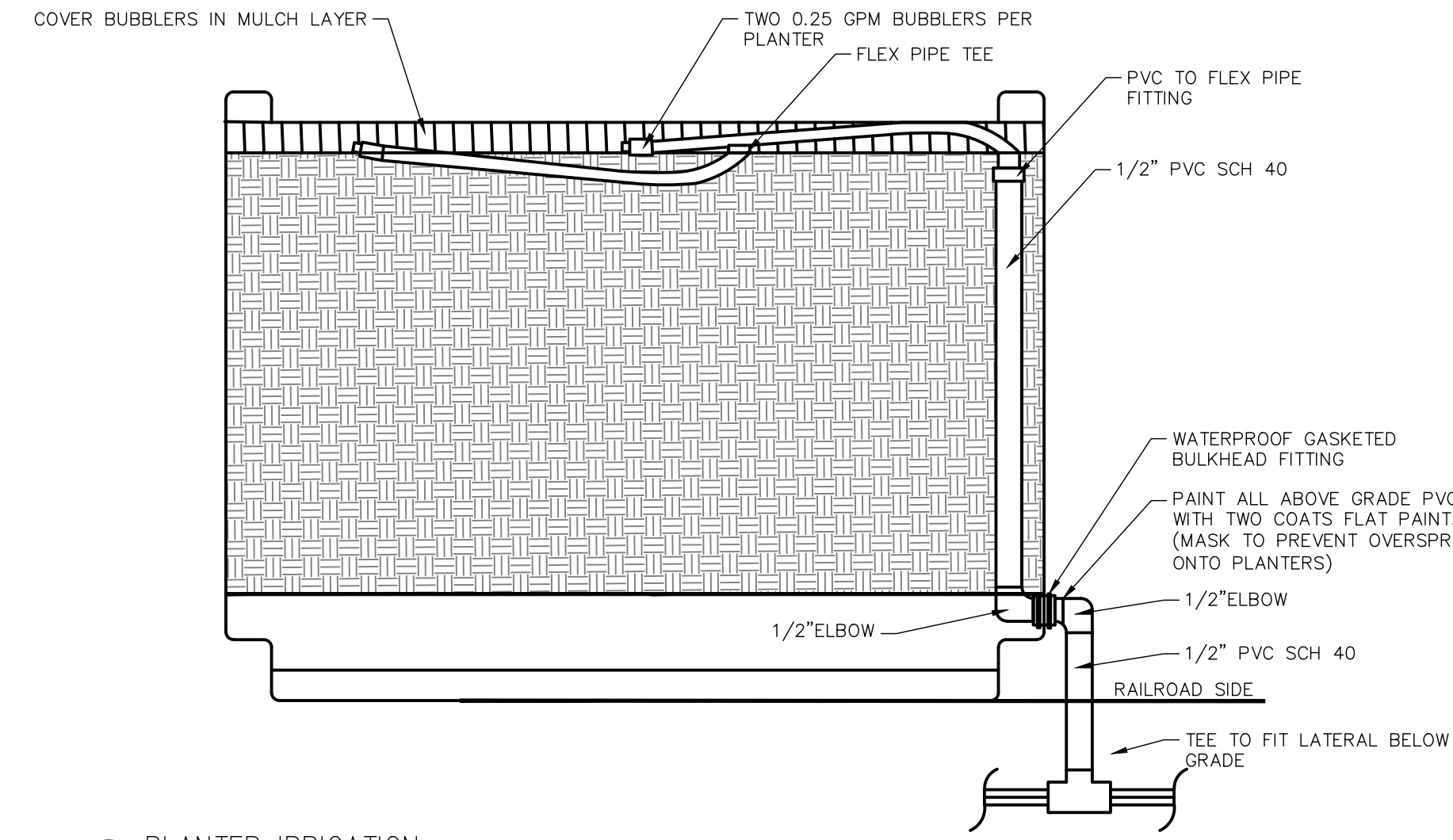
4 BUBBLER ON FLEX HOSE RISER
3" = 1'-0" DETAIL-FILE



5 POP-UP SPRAY FLEX ASSEMBLY
3" = 1'-0" 32 8403.13-02

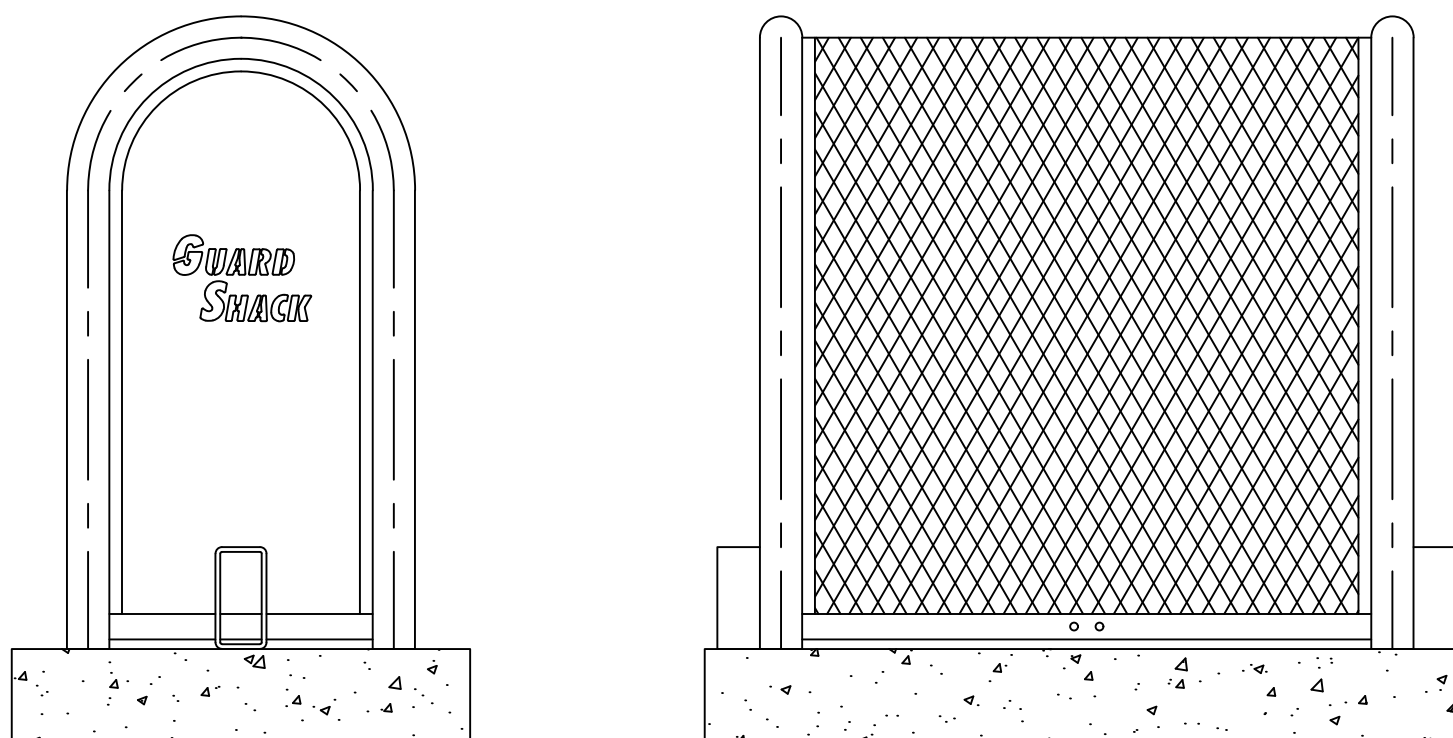


6 IRRIGATION SLEEVING
NTS



7 PLANTER IRRIGATION
NTS

STANDARD GUARDSHACK™ ENCLOSURES



8 GUARDSHACK ENCLOSURE
NTS

GUARDSHACK™ GENERAL SPECIFICATIONS

- All pipe shall be 1 1/4 inch schedule 40 A.S.T.M. A-53 Grade A- Electric Weld pipe.
- Angle iron shall be 1 inch x 1 inch x 1/8 inch steel.
- Stainless steel units shall be 1 1/4 inch schedule 10 A.S.T. M. A-312 304 S.S.
- Expanded metal shall be 1/2 inch spacing x # 13 Ga. flattened diamond pattern steel.
- All stainless steel shall be sandblasted after fabrication to remove burrs, flashing and sharp edges.
- There shall be no exposed ends of expanded metal on the outside of the enclosure.
- Welding shall be a minimum of 1/4 inch long welds on 4 inch spacing.
- Standard Lock Shield Brackets shall be welded on each end of lift off enclosures.
- Hardware kits provided for mounting enclosures.
- On 304 S.S. units, all hinges, exposed hardware, and brackets shall be 304 S.S.
- All hardware shall be securely attached to enclosures. See HK-100 for hardware specifications.
- All enclosures shall withstand a minimum of 200 lbs. per square foot without any permanent deflection or distortion.
- 3/8 inch spacing between angle iron framework of enclosure and slab to prevent rusting. Only pipe ends to touch slab.

STAINLESS STEEL ELECTRO-POLISH FINISH

All 304 Stainless Steel units shall be chemically electro-polished to impart a lustrous finish to the unit.

Contractor to provide stainless steel Guardshack sized to fully enclose backflow prevented.

UNDERGROUND IRRIGATION SYSTEM

PART I: GENERAL
1.01 SCOPE

- A. The work covered by this specification shall include the furnishing of all labor, materials, tools and equipment necessary to perform and complete the installation of an automatic irrigation system as specified herein and as shown on the drawings and any incidental work not shown or specified which can reasonably be determined to be part of the work and necessary to provide a complete and functional system.
- B. The work covered by this specification also includes all permits, federal, state and local taxes and all other costs, both foreseeable and unforeseeable at the time of construction.
- C. No deviation from these specifications, the accompanying drawings, or agreement is authorized or shall be made without prior written authorization signed by the Owner or his duly appointed representative.

1.02 QUALITY ASSURANCE

- A. Installer Qualifications: A firm specializing in irrigation work with not less than five (5) years of experience in installing irrigation systems similar to those required for this project.
- B. Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- C. Inspection of Site: The Contractor shall acquaint himself with all site conditions, including underground utilities before construction is to begin. Contractor shall coordinate placement of underground materials with contractors previously working underground in the vicinity or those scheduled to do underground work in the vicinity. Contractor is responsible for minor adjustments in the layout of the work to accommodate existing facilities.
- D. Protection of Existing Plants and Site Conditions: The Contractor shall take necessary precautions to protect site conditions to remain. Should damages be incurred, this Contractor shall repair the damage to its original condition at his own expense. Any disruption, destruction, or disturbance of any existing plant, tree, shrub, or turf, or any structure shall be completely restored to the satisfaction of the Owner and his representatives, solely at the Contractor's expense.
- E. Protection of Work and Property: The Contractor shall be liable for and shall take the following actions as required with regard to damage to any of the Owner's property.
1. Any existing building, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, roads, grounds, landscaping or structure of any kind (including without limitation, damage from leaks in the piping system being installed or having been installed by Contractor) damaged by the Contractor, or by his agents, employees, or subcontractors, during the course of his work, whether through negligence or otherwise, shall be replaced or repaired by Contractor at his own expense in a manner satisfactory to Owner, which repair or replacement shall be a condition precedent to Owner's obligation to make final payment under the Contract.
2. Contractor shall also be responsible for damage to any work covered by these specifications before final acceptance of the work. He shall securely cover all openings into the systems and cover all apparatus, equipment and appliances, both before and after being set in place to prevent obstructions on the pipes and the breakage, misuse or disfigurement of the apparatus, equipment or appliance.
3. All trenching or other work under the leaf canopy of any and all trees shall be done by hand or by other methods so that no branches are damaged in any way.
- Buildings, walks, walls, and other property shall be protected from damage. Open ditches left exposed shall be flagged and barricaded by the Contractor by approved means. The Contractor shall restore disturbed areas to their original condition.
4. The Contractor shall be responsible for requesting the proper utility company to stake the exact location of any underground lines including but not limited to electric, gas, telephone service, water, and cable.
- The Contractor shall take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, all damage shall be completely repaired to its original condition, at no additional cost to the Owner.
5. The Contractor shall request the Owner, in writing, to locate any private utilities (i.e., electrical service to outside lighting) before proceeding with any excavation. If, after such requests and necessary staking, private utilities which were not staked are encountered and damaged by the Contractor, they shall be repaired by the Owner at no cost to the Contractor. If the Contractor damages staked or located utilities, they shall be repaired at the Contractor's expense.
- F. Codes and Inspections: The entire installation shall comply fully with all local and state laws and ordinances and with all established codes arrange for all necessary inspections and shall pay all fees and expenses in connection with same, as part of the work under this Contract. Upon completion of the work, he shall furnish to the "Owner" all inspection certificates customarily issued in connection with the class of work involved.
- G. The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner, or Owner's representative.
- H. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
- I. The Owner's Landscape Architect or designated individual shall have full authority to approve or reject work performed by the Contractor. The Owner's Authorized Representative shall also have full authority to make field changes that are deemed necessary.
- J. Final Acceptance: Final acceptance of the work may be obtained from the Owner upon the satisfactory completion of all work. Acceptance by the Landscape Architect and/or Owner in no way removes the Contractor of his responsibility to make further repairs, corrections and adjustments to eliminate any deficiencies which may later be discovered.
- K. Guarantee: All work shall be guaranteed for one year from date of final acceptance against all defects in material, equipment and workmanship to the satisfaction of the Owner. Repairs, if required, shall be done promptly at no cost to the Owner.
1. The guarantee shall also cover repair of damage to any part of the premises resulting from leaks or workmanship, to the satisfaction of the Owner. The Contractor shall not be responsible for work damaged by others. Repairs, if required, shall be done promptly. The guarantee shall state the name of the Owner, provide full guarantee terms, effective and termination date, name and license number of Contractor providing guarantee, address, and telephone number. It shall be signed by the chief executive of the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.
2. If, within ten (10) days after mailing of written notice by the Owner to the Contractor requesting repairs or replacement resulting from a breach of warranty, the Contractor shall neglect to make or undertake with due diligence to make the same, the Owner may make such repairs at the Contractor's expense; provided, however, that in the case of emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and Contractor shall pay the cost thereof.

- L. The Contractor shall provide full, 100% irrigation coverage in all areas designed with proposed plantings, in accordance with the site's governing permitting requirements and as designed.
- M. On-site Observation: At any time during the installation of the irrigation system by the Contractor, the Owner or Landscape Architect may visit the site to observe work underway. Upon request, the Contractor shall be required to uncover specified work as directed by the Owner or material, workmanship or method of installation not meet the standards specified herein, the Contractor shall replace the work at his own expense.
- N. Workmanship: All work shall be installed by qualified, skilled personnel, proficient in the trades required, in a neat, orderly, and responsible manner with recognized standards of workmanship. The Contractor shall have had considerable experience and demonstrated ability in the installation of sprinkler irrigation systems of this type.

1.04 SUBMITTALS

All materials shall be those specified and/or approved by the Landscape Architect.

- A. Product Data: After the award of the Contract and prior to beginning work, the Contractor shall submit for approval by the Owner and Landscape Architect, two copies of the complete list of materials, manufacturer's technical data, and installation instructions which he proposes to install.
- B. Commence no work before approval of material list and descriptive material by the Landscape Architect.
- C. Record Drawings: The Contractor shall record on reproducibles, all changes that may be made during actual installation of the system. Provide controller sequencing and control valve locations.
1. Immediately upon installation of any piping, valves, wiring, sprinklers, etc., in locations other than shown on the original drawings or of sizes other than indicated, the Contractor shall clearly indicate such changes on a set of blueline prints. Records shall be made on a daily basis. All records shall be neat and subject to the approval of the Owner.
2. The Contractor shall also indicate on the record prints the location of all wire splices, original or due to repair, that are installed underground in a location other than the controller pedestal, remote control valve box, power source or connection to a valve-in-head sprinkler.
3. These drawings shall also serve as work progress sheets. The Contractor shall make neat and legible notations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for review and shall be kept in a location designated by the Owner's Representative.
4. Progress payment request and record drawing information must be approved by Landscape Architect before payment is made.
5. If in the opinion of the Owner or his representative, the record drawing information is not being properly or promptly recorded, construction payment may be stopped until the proper information has been recorded and submitted.
6. Before the date of the final site observation and approval, the Contractor shall deliver one set (copies) of reproducible record drawing plans and notes to the Landscape Architect. Record drawing information shall be approved by the Landscape Architect prior to submittal to Owner for final payments, including retentions.
- D. Operations and Maintenance Manuals: The Contractor shall prepare and deliver to the Owner, or his designated representative within ten (10) calendar days prior to completion of construction, a hard cover binder with three rings containing the following information:
1. Index sheet stating the Contractor's address and business telephone number, list of equipment with name(2) and address(es) of local manufacturer's representative(s).
2. Catalog and parts sheets on every material and equipment installed under this Contract.
3. Complete operating and maintenance instruction on all major equipment. Include initial controller schedule and recommended schedule after establishment period.
4. Demonstrate to and provide the Owner's maintenance personnel with instructions for major equipment and show evidence in writing to the Owner, or his designated representative at the conclusion of the project that this service has been rendered.

1.05 EXPLANATION OF DRAWINGS

- A. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings and sleeves which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of the work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions.
- B. The drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting and architectural features. Deviations shall be brought to the Landscape Architects attention.
- C. All work called for a on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.
- D. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been known in engineering. Such obstructions or differences should be brought to the attention of the Landscape Architect. In the event that notification is not performed, the Contractor shall assume full responsibility for any revision necessary.
- E. If, in the opinion of the Landscape Architect, the labor furnished by the Contractor is incompetent, unskilled, or unreliable, his equipment inadequate, improper or unsafe, or if the Contractor shall fail to continuously and diligently execute the construction, the Landscape Architect or Owner shall, in writing, instruct the Contractor to remove all such causes of noncompliance and the Contractor shall promptly comply.
- F. The Contractor shall be responsible for full and complete coverage of all irrigation areas. The Landscape Architect shall be notified of any necessary adjustments at no additional cost to the Owner. Any revisions to the irrigation system must be submitted and answered in written form, along with any change in Contract price. Layout may be modified, if necessary to obtain coverage. Spacing not to exceed 60% of the diameter.

PART II: PRODUCTS

2.01 MATERIALS

Material and equipment shall be supplied by the Contractor. No substitutions shall be allowed without the prior written approval of the Owner/Landscape Architect. The Contractor shall inspect all materials and equipment prior to installation, and defective materials shall be replaced with the proper materials and equipment. Those items used in the installation found to be defective, improperly installed or not as specified, shall be removed and the proper materials and equipment installed in the proper manner, as interpreted by the Owner/Landscape Architect. The Contractor shall remove all damaged and defective pipe and equipment from the site.

2.02 PIPING

- A. General Provisions: All materials throughout the system shall be new and in perfect condition unless otherwise directed by the Landscape Architect.
- B. Polyvinyl Chloride Pipe (PVC): (Where indicated on plan, use non-potable purple piping.)
1. Laterals: PVC shall conform to the requirements of ASTM Designation D 2241, Class 1120 or 1220. All lateral piping less than 3" in diameter shall be Class 200 SDR-21.
2. Main Line Under Pressure: PVC shall conform to the requirements of ASTM Designation D 2241, Class 1120 or 1220, Schedule 40 with belled end for solvent weld connection.
3. Pipe Markings: All PVC pipe shall bear the following markings:
- o Manufacturer's Name
 - o Nominal Pipe Size
 - o Schedule or Class
 - o Pressure Rating of PSI
 - o NSF (National Sanitation Foundation) Approval
 - o Date of Extrusion

2.04 PVC JOINTS

Joints in PVC pipe smaller than 3" shall be solvent welded in accordance with the recommendations of the pipe manufacturer; the solvent cleaner and welding compound furnished with the pipe.

2.05 THREADED CONNECTIONS

- A. Threaded PVC connections shall be made up using Teflon tape only.
- B. Connection between mainline pipe fittings and automatic or manual control valves shall be made using Schedule 80 threaded fittings and nipples.

2.06 SOLVENT CEMENT

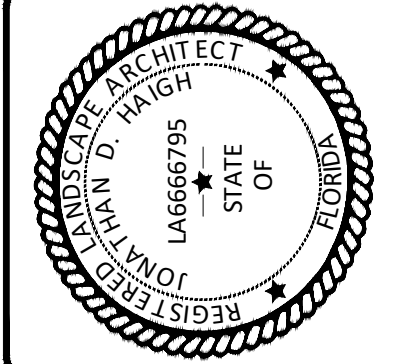
- A. General: Provide solvent cement and primer for PVC solvent weld pipe and fittings recommended by the manufacturer. Pipe joints for solvent weld pipe to be belled end. Pipe joints for gasketted pipe to be intrical ring type. Insert gaskets will not be accepted.
- B. Thrust Blocks: Main line piping 3" or greater in diameter shall have thrust blocks sized and placed in accordance with the pipe manufacturer's recommendations or, in the absence of specified recommendations by the pipe manufacturer. 3000 PSI concrete thrusts shall be properly installed at tees, elbows, 45's, crosses, reducers, plugs, caps and valves.

2.07 PIPE AND WIRE SLEEVES

- A. Sleeves to be installed:
1. The Contractor shall install irrigation system pipe and wire sleeves conforming to the following:
- a. All pipe sleeves shall extend a minimum of 36" beyond the edges of pavement.
- b. All pipe sleeves to be installed beneath future/existing road surfaces shall be PVC pipe Schedule 40 or jack and bore steel pipe as per FDOT specifications, and as shown on plans.
- c. All irrigation system wires shall be sleeved seperately from main or lateral lines.
- d. All pipe sleeves shall be installed at the minimum depth specified for main lines, lateral lines, and electric wire.
- e. Contractor shall coordinate all pipe sleeve locations and depths prior to initiating installation of the irrigation system.

2.08 SPRINKLER HEADS


- A. Spray Sprinklers: The sprinkler shall be a fixed spray type designed for in-ground installation. The nozzle shall elevate 6" (or as designated on plan) when in operation. The body of the sprinkler shall be constructed of non-corrosive heavy duty Cyclocac. A filter screen shall be in the nozzle piston. All sprinkler parts shall be removable through the tip of the unit by removal of a threaded cap.
- Riser mounted spray shall be as indicated on the plans. The sprinkler shall consist of a nozzle and body. The body of the riser-mount sprinkler shall be constructed of non-corrosive materials. A cone strainer shall be a separate part with the nozzle assembly to allow for easy flushing of the sprinkler. Maximum working pressure at the base of the sprinkler shall be 40 PSI.
- (continued...)



DRAWN BY:	DATE:
ND	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	STATE OF
MF	FLORIDA
FIELD BOOK:	

CITY OF FORT LAUDERDALE

TRANSPORTATION AND MOBILITY DEPARTMENT

290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT #12627

MOBILITY HUB NORTH

STREETSCAPE PROJECT

IRRIGATION NOTES

FORT LAUDERDALE, FLORIDA

SHEET NO.	
L5.2	
TOTAL:	24
CAD FILE:	P12627-IRR

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 WWW.KIMLEY-HORN.COM CA 00000696

2.09 AUTOMATIC CONTROL VALVE

The automatic remote control valves shall be as specified on the plans, or approved equal.

2.10 GATE VALVES

- A. Gate valves for 3/4" through 2-1/2" shall be of brass or bronze construction, solid wedge, IPS threads, non-rising stem with wheel operating handle, for a continuous working pressure of 150 PSI.
- B. Gate valves for 3" and larger: Iron body, brass or bronze mounted AWWA gate valves, with a clear waterway equal to the full nominal diameter of the valve, rubber gasket for a continuous working pressure of 150p PSI. Valve shall be equipped with a square operating nut.

2.11 VALVE BOXES

- A. For gate valves, use AMETEK #10-181-014 box with #10-181-015 locking lid, or as per the drawings.
- B. For control valves 3/4" through 2", the drip valve assemblies, use AMETEK #10-181-014 box with #10-181-015 locking lid, or sized as necessary to effectively house the equipment
- C. For control wiring splices, use AMETEK #10-181-014 box with #10-181-015 locking lid, or as per the drawings.

2.12 IRRIGATION WIRING

- A. Wiring used for connecting the electric control valves to the controllers shall be Type UF, 600 volt, single strand, solid copper with PVC insulation 4/64" thick. Size shall be 14 gauge, red for "hot" or lead wires, and common wire to be 14 gauge, white in color.
- B. Contractor shall perform an ohm test on ground to assure adequate protection against surges and indirect lightning strikes.

2.13 MISCELLANEOUS MATERIALS

- A. Drainage Backfill: Cleaned gravel or crushed stone, graded from 1" maximum to 3/4" minimum.
- B. Metalized Underground Tape: The detectable, underground utility marking tape shall consist of a minimum: 5 mil (0.005") overall thickness; five-ply composition; ultra-high molecular weight, 100% virgin polyethylene; acid, alkaline and corrosion resistant; with no less than 150 pounds of tensile break strength per 6" width; color-code impregnated with color stable, lead-free, organic pigments suitable for direct burial. Tapes utilizing reprocessed plastics or resins shall not be acceptable. The detectable, underground utility marking tape shall have a 35 gauge (0.0035") solid aluminum foil, core encapsulated within a 2.55 mil (0.00255") polyethylene backing and a 0.6 mil (0.006") PET cover coating. The laminate on each side shall consist of a 0.75 mil (0.00075") layer of hot LPDE, poly-fusing the "sandwich" without use of adhesives.

2.14 AUTOMATIC CONTROL SYSTEM

An Independent Station Controller: Furnish a solid state controller, as specified on the plans. Each station shall be capable of timing from zero (0) minute to 99 minutes per station in one (1) minute increments.

Each station shall be capable of operating two (2) 7VA electric valve-in-head solenoids.

The stand-alone controller shall have two (2) possible programs.

The stand-alone controller shall provide global percentage increase/decrease (water budget) for all stations simultaneously, from ten (10) to two hundred (200) percent, in ten (10) percent increments.

All stations shall be able to be turned on/off manually buy operating timing mechanism or by manual switch at station output.

The stand-alone controller shall incorporate an integral MOV surge protection into the terminal block for each of its 24 VAC field wire outputs. Controller power input wires will also incorporate surge protection.

The control panel shall provide continuous display time. It shall have alphanumeric displays of descriptive English menus and legend identifiers with cursor selection of function and precision value adjustment by rotary dial input.

The stand-alone controller shall be UL listed and FCC approved.

The stand-alone controller shall have 117 VAC, 60 Hz input, 26.5 VAC, 60 Hz output for operating 24 VAC solenoids.

The stand-alone controller cabinet shall be a lockable and weather-resistant outdoor cabinet. Mount as noted on plans.

The controller shall be equipped with lightning protection, by the Contractor, on both the primary (120v) and each secondary (24v) circuit. The controller circuits shall be grounded to a copper clad grounding rod located at each controller.

The controller shall be equipped for a water conservation device. as specified.

PART III: EXECUTION

3.01 INSPECTION

The Contractor shall examine the areas and conditions under which landscape irrigation system is to be installed and notify the Landscape Architect in writing of conditions detrimental to the proper and timely completion of the work. The Contractor shall proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Landscape Architect.

3.02 PREPARATION

The Contractor shall provide sleeves to accommodate piping under walks or paving. The Contractor shall coordinate with other trades and install to accurate levels prior to paving work. Cutting and patching of paving and concrete will not be permitted. The Contractor all maintain all warning signs, shoring, barricades, flares and red lanterns, as required by any local codes, ordinances or permits.

3.03 TRENCHING AND BACKFILLING

- A. Excavation: The Contractor shall stake out the location of each run of pipe, sprinkler heads, sprinkler valves and isolation valves prior to trenching. Excavation shall be open vertical construction sufficiently wide to provide free working space around the work installed and to provide ample space or backfilling and tamping. Trenches for pipe shall be cut to required grade lines, and compacted to provide accurate grade and uniform bearing for the full length of the line. The bottom of the trenches shall be free of rock or other sharp edged objects. Minimum cover shall be as follows:

Pipe and Wire Depth

Pressure Mainline	18" at top of pipe from Finish Grade
Lateral Piping (rotor)	12" at top of pipe from Finish Grade
Lateral Piping (pop-up)	12" at top of pipe from Finish Grade
Control Wiring	Side of main Line

- B. Minimum Clearances: All pipelines shall have a minimum clearance of six inches from each other and from lines of other crafts. Parallel lines shall not be installed directly over one another. No lateral line shall be installed in the main-line trench.

3.04 INSTALLATION OF PIPING

- A. PVC Pipe and Joints: The Contractor shall not install solvent wild pipe when air temperature is below 40ø F. Installation shall be in accordance with the manufacturer's instructions.

1. Only the solvent recommended by the pipe manufacturer shall be used. All PVC pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer, and it shall be the Contractor's full responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.

3.05 BACKFILLING PROCEDURES

Initial backfill on PVC lines shall be pulverized native soil, free of foreign matter. Within radius of 4" of the pipe shall be clean soil or sand. Plant locations shall take precedence over sprinkler and pipe locations. The Contractor shall coordinate the location of trees and shrubs with the routing of lines and final head locations.

- A. Backfill and Compaction: The Contractor shall leave trenches slightly mounded to allow for settlement after the backfilling is completed. The Contractor shall clean the site of the work continuously of excess waste materials as the backfilling progresses, and leave in a neat condition. No trenches shall be left open for a period of more than 48 hours. Protect open trenches as required.

The Contractor shall carefully backfill excavated materials approved for backfilling, consisting of earth, loam, sand, and other approved materials, free of rock and debris over 1" in size. Backfill shall be compacted to original density of surrounding soil without dips, sunken areas, or irregularities.

The Contractor shall conform to DOT requirements for methods and required compaction percentages, for roads and paving.

The Contractor shall hand place the first 6" of backfill (or to top of pipe) and have it walked on so as to secure the position of the pipe and wire.

No wheel rolling will be allowed. The Contractor shall remove rock or debris extracted from backfill materials and dispose of offsite. The Contractor shall fill any voids left in backfill with approved backfill materials.

- B. Existing Lawns: Where trenching is required across existing lawns, uniformly cut strips of sod 6" wider than trench. The Contractor shall remove sod in rolls of suitable size for handling and keep moistened until replanted. The Contractor shall replant sod within 48 hours after removal, roll and water generously. The Contractor shall resod any areas not in healthy condition equal to adjoining lawns 10 days after replanting.

- C. Seeded Area: Trenching will be required across existing seeded areas, primarily roadway edging. The Contractor shall conform to the requirements of seeding, Section 02930 for the reseedling of the disturbed trench area.

- D. Pavements: Jack and bore or directional bore piping under paving materials as per local regulatory codes. No cutting and patching of pavement will be permitted.

3.06 VALVES

- A. Isolation Valves: Shall be sized corresponding to adjacent pipe size. Specified valve boxes shall be installed flush with finish grade in such a manner that surface forces applied to their exposed area will not be transmitted to the piping in which the valve is installed nor any other piping, wiring or other lines in the vicinity of said valves.

- B. Gate Valves: Install where shown, in valve boxes.

- C. Electric Control Valves: Shall be installed in specified valve boxes. The valve shall have 6" of 3/4" pea gravel installed below the bottom of the valve. If the valve box does not extend to the base of the valve, a valve box extension shall be installed. Electric control valves shall be installed where shown and grouped together where practical. The Contractor shall place no closer than 24" to walk edges, bikeway edges, buildings and walls. The Contractor shall adjust the valve to provide flow rate or rated operating pressure required for each sprinkler circuit.

3.07 CONDUIT AND SLEEVES

- A. Conduit and Sleeves for Control Wiring and Main/Lateral Pipe: The Contractor shall provide and install where necessary. Contractor shall coordinate locations of previously installed sleeving with the General Site Contractor.

The Contractor shall coordinate installation of sleeves with work of other disciplines.

3.08 CONTROLS

- A. The Contractor shall connect electric control valves to controllers in a clockwise sequence to correspond with station settings beginning with Stations 1, 2, 3, etc. Automatic controllers shall be provided and installed by the Contractor as noted on the drawings. All zones will be labeled on the controller.

- B. Controllers shall be equipped with lightning protection and grounded to a standard 5/8" copper clad steel ground rod driven a minimum of 8' into the ground and clamped.

- C. The electrical service to the controllers shall be performed by an electrical subcontractor in compliance with NEC requirements.

3.09 CONTROL WIRE

- A. Control wiring between the controller and electric valves shall be buried in main line trenches or in separate trenches. Electrical connection at valve will allow for pigtail so solenoid can be removed from valve with sufficient slack to allow ends to be pulled 12" above ground for examination and cleaning.

- B. An expansion loop shall be provided at every valve at 100' o.c. Expansion loop shall be formed by wrapping wire at least eight times around a 3/4" pipe and withdrawing pipe.

- C. The wire shall be bundled and taped every ten feet. The wire shall be laid in the trench prior to installing the pipe being careful to install wire beneath and 6" to the side of the main pipe line.

- D. Electrical connections to electric control valves shall be made with Rainbird Pen-Tite or Techdel GT-3-GEL - Tite connectors or equal.

Power Connections: Electrical connections to power and signal wires shall be made using 3M 82-A2 power cable splice kits.

3.10 SPRINKLER HEADS

- A. General Provisions:

1. Sprinkler heads shall be installed as designated on the shop drawings. Heads shall be installed on flexible PVC. Top to be flush with finish grade or top of curb.

2. Spacing of heads shall not exceed the maximum indicated on the shop drawings (unless directed by the Landscape Architect). In no case shall the spacing exceed the maximum recommended by the manufacturer.

- B. Head Types:

1. Pop-up- Rotary Sprinkler Heads: Shall be installed on flex joint and be set with top of head flush with finish grade. Heads installed at curb shall have 6" to 10" between perimeter of head and concrete. Heads placed at edge of povement having no curb shall be installed 24" from edge of pavement.

2. Spray Pop-up Sprinkler Heads: Shall be installed on flexible PVC and be set with top of head flush with finished grade. Sprinkler heads placed adjacent to curbs will be installed 9" from concrete. Sprinkler heads placed adjacent to pavement having no curb shall be installed 24" from the edge of pavement.

3.11 COMPLETION

- A. Flushing: Before sprinkler heads are set, the Contractor shall flush the lines thoroughly to make sure there is no foreign matter in the lines.

The Contractor shall flush the main lines from dead end fittings for a minimum of five minutes under a full head of pressure.

- B. Testing: The Contractor shall notify Landscape Architect and Owner forty-eight (48) hours in advance of testing.

Prior to backfilling of main line fittings, Contractor shall fill the main line piping with water, in the presence of the Owner/Landscape Architect, taking care to purge the air from it by operating all the sprinkler control valves one or more times and/or such other means as may be necessary. A small, high pressure pump or other means of maintaining a continuous water supply shall be connected to the main line and set so as to maintain 100 PSI in the main line system for two (2) hours without interruption. When this has been accomplished and while the pressure in the system is still 100 PSI, leakage testing shall be performed in accordance with AWWA Standard C-600. Pressure readings shall be noted and make up water usage shall be recorded. Should the rate of make up water usage indicate significant leakage, the source of such leakage shall be found and corrected and the system then retested until the Owner/Landscape Architect is satisfied that the system is reasonably sound. Lateral line testing shall be conducted during the operating testing of the system by checking visually the ground surface until no leaks in this portion of the system are evident. Leaks shall be repaired or paid for by the Contractor at any time they appear during the warranty period.

- C. Adjustment and Coverage of System: Coordinate pressure testing with adjustments and coverage test of system so both may occur at the same time. The Contractor shall balance and adjust the various components of the system so that the overall operation of the system is most efficient. This includes a synchronization of the controllers, adjustments to pressure regulators, pressure relief valves, part circle sprinkler heads, and individual station adjustments on the controllers.

3.12 WARRANTY

- A. The Contractor shall fully warrant the landscape irrigation system for a period of one (1) year after the written final acceptance and will receive a written confirmation from the Landscape Architect that the warranty period is in effect.

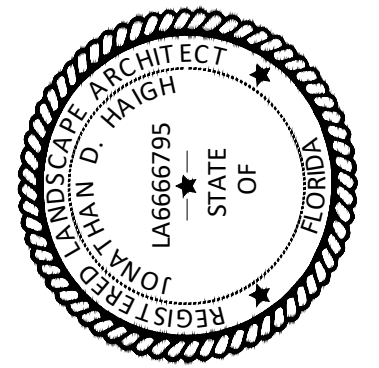
- B. During the warranty period, the Contractor will enforce all manufacturer's and supplier's warranties as if made by the Contractor himself. Any malfunctions, deficiencies, breaks, damages, disrepair, or other disorder due to materials, workmanship, or installation by the Contractor and his suppliers shall be immediately and properly corrected to the proper order as directed by the Owner and/or Landscape Architect.

- C. Any damages caused by system malfunction shall be the responsibility of the Contractor who shall make full and immediate restoration for said damages.

100% SET

Kimley»Horn


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1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 WWW.KIMLEY-HORN.COM CA 00000696



DRAWN BY:	DATE:
ND	02/27/2024
DESIGNED BY:	SCALE:
SL	AS SHOWN
CHECKED BY:	
MF	
FIELD BOOK:	

CITY of FORT LAUDERDALE

TRANSPORTATION AND MOBILITY DEPARTMENT



290 NE 3rd Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHKD

PROJECT #12627

MOBILITY HUB NORTH

STREETSCAPE PROJECT

IRRIGATION NOTES

FORT LAUDERDALE, FLORIDA

SHEET NO.	
L5.3	
TOTAL:	24
CAD FILE:	P12627-IRR

CONSTRUCTION BID CERTIFICATION

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

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

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Check box if your firm qualifies for MBE / SBE / WBE:

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

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

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

Submitted by:

Name (printed)

Signature

Date

Title

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: President

Business Address:

Telephone:

Fax:

E-Mail Address:

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

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

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

How many years has your organization been in business?

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

The name of the qualifying agent for the firm and his position is: Certificate of Competency Number of Qualifying Agent: Effective Date: Expiration Date: Licensed in: Engineering Contractor's License #
(County/State)Expiration Date:

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

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

QUESTIONNAIRE SHEET

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

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

a)

b)

c)

d)

e)

f)

g)

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

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

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

REFERENCES

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

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:



NON-COLLUSION STATEMENT

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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

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

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- (1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa

Company Name

Name (Printed)

Signature

Title

Date

TRENCH SAFETY

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

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

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

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

DATE:

(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,

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

day of , 20

NOTARY PUBLIC

My Commission Expires:



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

This content is from the eCFR and is authoritative but unofficial.

Title 49 —Transportation

Subtitle B —Other Regulations Relating to Transportation

Chapter VI —Federal Transit Administration, Department of Transportation

Part 661 —Buy America Requirements

Authority: 49 U.S.C. 5323(j) (formerly sec. 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424); as amended by sec. 337, Pub. L. 100-17; sec. 1048, Pub. L. 102-240; sec. 3020(b), Pub. L. 105-178; and sec. 3023(i) and (k), Pub. L. 109-59); 49 CFR 1.51.

Source: 56 FR 932, Jan. 9, 1991, unless otherwise noted.

§ 661.6 Certification requirements for procurement of steel or manufactured products.

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date

Signature

Company

Name

Title

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date

Signature

Company

Name

Title _____

[71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53696, Sept. 20, 2007]
.....

ASPIRATION GOAL FORM FOR "DBE" AND "NON-DBE SMALL BUSINESS" FIRMS

This form is not applicable for BDI reserved contracts and contracts that have under-utilization goals.

Note: The Firm is required to complete the following information and submit this form in accordance with advertisement instructions.

Contract No.:	
Project Description:	
Firm Name:	

This Firm ☐ is ☐ is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

This Firm ☐ is ☐ is not a Small Business.

Expected percentage of contract fees to be utilized by DBE(s): _____ %. (Please add together fees for DBE prime (if applicable) and DBE subs).

Firms listed in the table below should appear in the Department's listing of DBE's at:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

The proposed DBE contractors/consultants are as follows:

DBE Prime (If applicable)	Type of Work	Percentage
		%
		%
		%
DBE Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Please note, the winning firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award.

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses _____ %. (Please add together fees for Non-DBE Small Business prime (if applicable) and Non-DBE Small Business subs).

Professional Services firms listed below should appear on the Department's listing of all Non-DBE Small Businesses at: <http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at:

http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

The proposed Non-DBE Small Business contractors/consultants are as follows:

Non-DBE Small Business Prime (If applicable)	Type of Work	Percentage
		%
		%
		%

Non-DBE Small Business Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

By: _____

Title: _____

Date: _____

PUBLIC RECORDS FORM

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, 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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature: _____ Date: _____

Print: _____ Title: _____

Company/Firm: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC – 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS
Additional Page

375-030-50
PROCUREMENT
OGC – 1/20

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

(Notary Seal)

Print Name: _____

My commission expires: _____

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

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

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

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

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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

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

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa

Company Name

Name (Printed)

Signature

Title

Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date



ADDENDUM NO. 1

ITB EVENT No. 286
TITLE: Mobility Hub North Streetscape Improvements

ISSUED: 8/9/24

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

1. The Construction Forms packet has been replaced to add additional forms and to delete the City's DBE document that was there.

All other terms, conditions, and specifications remain unchanged.

James Hemphill
Procurement Project Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



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

ADDENDUM NO. 2

ITB EVENT No. 286
TITLE: Mobility Hub North Streetscape Improvements

ISSUED: 8/9/24

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

1. The opening date has been changed to 8/16/24.

All other terms, conditions, and specifications remain unchanged.

James Hemphill
James Hemphill
Procurement Project Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



ADDENDUM NO. 3

ITB EVENT No. 286

TITLE: Mobility Hub North Streetscape Improvements

ISSUED: 08/15/2024

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

1. The following documents are deleted from the Terms and Conditions document:

Federally Required Clauses for FTA Funded Contracts and Sub-Agreements

Required Contract Provisions Federal-Aid Construction Contracts

2. The attached document titled "Required Federal Clauses and Provisions" shall be included in the Terms and Conditions Document
3. The Construction Required Forms attached to the *Questions* section has been replaced to correct documents enclosed.
4. The opening date has been changed to August 22, 2024.

All other terms, conditions, and specifications remain unchanged.

Mr. James Hemphill
Procurement Project Manager

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



Required Federal Clauses and Provisions

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or



(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.



(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

NOTE: Certification and Restrictions on Lobbying Form shall be found in the 'Construction Required Forms' Packet of this solicitation

RECORD RETENTION - The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337

AMERICANS WITH DISABILITIES ACT (ADA) - The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S.



GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

NOTE: Buy American Requirements and Buy American Certification Steel or Manufactured Products Forms shall be found in the 'Construction Required Forms' Packet of this solicitation

BUILD AMERICA, BUY AMERICA ACT

On November 15, 2021, the Build America, Buy America (BABA) Act, was enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58. BABA established a domestic content procurement preference requirement (BABA Requirement or Buy America Requirement) to Federally funded public "infrastructure projects" with the goal of increasing a resilient domestic supply chain and manufacturing supply for critical materials both for emerging and existing industries in the United States. The BABA Requirement applies to three separate product categories purchased under financial assistance awards for infrastructure projects: (i) iron or steel products; (ii) manufactured products; and (iii) construction materials. This contract supports the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize use of domestically produced goods, products and materials consistent with [Executive Order 14005](#). As such, the Agency may not obligate funds unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States or the Agency applies a waiver to the domestic content procurement preference requirement.

CARGO PREFERENCE REQUIREMENTS - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this



agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381. b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS - Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other

requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS - The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.



- 2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity 9 Jun-24 Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment



Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or

Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

5. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.



- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT –

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or



materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and onehalf times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."



DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

NOTE: Davis Bacon Wage Rates for Broward County are included as Exhibit A

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
 - b) Suspended from participation in any federally assisted Award;
 - c) Proposed for debarment from participation in any federally assisted Award;
 - d) Declared ineligible to participate in any federally assisted Award;
 - e) Voluntarily excluded from participation in any federally assisted Award;
- or



f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.



e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any

g. lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

h. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

j. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

k. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



1. excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or

(3) had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(4) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(5) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(6) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(7) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.



3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which his transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier
- d. participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
 - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
 - f. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
 - g. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier



h. covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

k. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)



b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

NOTE: Government-Wide Debarment and Suspension Form shall be found in the 'Construction Required Forms' Packet of this solicitation

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation,



- (2) gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules,



regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant
- (9) 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the



underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

RECYCLED PRODUCTS 42 U.S.C. 6962; 40 CFR PART 247; EXECUTIVE ORDER 12873

The Recycled Products requirements apply to all procurement actions involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials". The RCRA directs the procuring agency, for purchases over \$10,000 or more, to specify a competitive preference for products containing these recycled products. FTA has developed the following language:



Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RECORDS AND CERTIFIED PAYROLLS (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract



- c. has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or



subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

e. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the

f. applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.



Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

NOTE: Sample Invoice Template is included as Exhibit B

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18

U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

DISPUTES CONCERNING LABOR STANDARDS.

As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their



representatives.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA

- a) Definitions. As used in this clause—
 - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
 - 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of



the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier

service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

PROHIBITION ON CERTAIN TERECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



- Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;



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- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.



EXHIBIT A

DAVIS BACON WAGE RATES BROWARD

"General Decision Number: FL20240160 01/05/2024

Superseded General Decision Number: FL20230160

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts,

including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all



		hours spent performing on	
		that contract in 2024.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.05 **	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.31 **	0.00
ELECTRICIAN.....	\$ 22.15	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.75 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.94 **	0.00
INSTALLER - GUARDRAIL.....	\$ 12.37 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.84 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00



LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 11.57 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 11.84 **	0.00
LABORER: Common or General.....	\$ 10.76 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.12 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 14.61 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.43 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.50	0.00
OPERATOR: Boring Machine.....	\$ 17.33	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.41 **	0.00
OPERATOR: Bulldozer.....	\$ 17.07 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Saw.....	\$ 13.76 **	0.00
OPERATOR: Crane.....	\$ 19.14	0.00
OPERATOR: Curb Machine.....	\$ 21.33	0.00
OPERATOR: Distributor.....	\$ 13.13 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00



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OPERATOR: Forklift.....	\$ 16.32 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.98	0.00
OPERATOR: Loader.....	\$ 13.84 **	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.89 **	0.00
OPERATOR: Oiler.....	\$ 16.32 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.34 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 13.71 **	0.00
OPERATOR: Roller.....	\$ 13.10 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.85 **	0.00
OPERATOR: Tractor.....	\$ 12.62 **	0.00
OPERATOR: Trencher.....	\$ 14.58 **	0.00
PAINTER: Spray.....	\$ 16.52 **	0.00
SIGN ERECTOR.....	\$ 14.23 **	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.74 **	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.71 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.06 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00



TRUCK DRIVER: Vactor Truck.....\$ 14.21 ** 0.00

TRUCK DRIVER: Water Truck.....\$ 13.22 ** 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage



determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate



that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor



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200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



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EXHIBIT B - SAMPLE INVOICE
VENDOR NAME / LOGO
Street Address
City, State, Zip Code
Telephone #

EXHIBIT B

Invoice Date:

Invoice No.:

BILL TO:

Attn:

Project Name/Description:

Service Period			Contract Number			Contract Execution Date		Contract End Date Termination Date	
Task No.	Task Name	Budgeted Amount	Cumm total % of task prev billed	% of Task complete this period	YTD % of Task complete	Complete	Previously Billed	Billed this period	Remaining Budget
1	Task 1		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
2	Task 2		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
3	Task 3		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
4	Task 4		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5	Task 5		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
6	Task 6		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
7	Task 7		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
8	Task 8		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
9	Task 9		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
10	Task 10		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Total		\$ -					\$ -	\$ -	\$ -

Authorized Signature:

Printed:

Street Address
City, State, Zip Code
Telephone #

DBE REPORTING

Service Period 1/0/00 - 1/0/00



DBE Contract Amt:		\$ -
DBE Firm A:	<u>Company Name A</u>	DBE Firm A Amount Allocated: \$ -
DBE Firm B:	<u>Company Name B</u>	DBE Firm B Amount Allocated:
DBE Firm C:	<u>Company Name C</u>	DBE Firm C Amount Allocated:
DBE Firm D:	<u>Company Name D</u>	DBE Firm D Amount Allocated:
DBE Firm E:	<u>Company Name E</u>	DBE Firm E Amount Allocated:
DBE Firm F:	<u>Company Name F</u>	DBE Firm F Amount Allocated:
DBE Firm G:	<u>Company Name G</u>	DBE Firm G Amount Allocated:
DBE Firm H:	<u>Company Name H</u>	DBE Firm H Amount Allocated:
DBE Firm I:	<u>Company Name I</u>	DBE Firm I Amount Allocated:
DBE Firm J:	<u>Company Name J</u>	DBE Firm J Amount Allocated:
		\$ -

DBE Firm	Amt. Allocated	DBE Prev Billed	DBE Billed this period	YTD DBE Billed	DBE Remaining	Cummulative total % of DBE prev billed	% DBE this period	% YTD DBE
Company Name A	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name B	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name C	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name D	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name E	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name F	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name G	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name H	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name I	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Company Name J	\$ -			\$ -	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Total	\$ -	\$ -	\$ -	\$ -	\$ -			

Task No:	1
Task Name:	Task 1

BudgetedAmount	\$0.00	100.0%
Previously Billed	-	#DIV/0!
Billed thisperiod	-	#DIV/0!
RemainingBudget	\$0.00	#DIV/0!

% of Task completethis period	#DIV/0!
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Billed this period details:

Salary Costs:

Notes:

test	
Sub-Consultant 1	\$0.00
Sub-Consultant 2	\$0.00
Sub-Consultant 3	\$0.00
Sub-Consultant 4	\$0.00
Sub-Consultant 5	\$0.00
Sub-Consultant 6	\$0.00
Sub-Consultant 7	\$0.00

Other Direct:

Travel	\$0.00
Equipment	\$0.00
Materials	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00

Billed thisperiod	\$0.00
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Progress Report:

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.

You must include language in this space, either:

1. Progress report narrative
2. See attached progress report. Meaning, you will be adding a seperate document detailing the progress.
3. No work this period. Meaning, the total for the task is \$0. Which would reflect the \$0 total above.