

NAME OF DOCUMENT: ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL ROW IMPROVEMENTS – Project 11870

CONTRACTOR: SUN-UP ENTERPRISES, INC.

Approved Comm. Mtg. on October 15, 2013 CAR # 13-1033

Item: PH- O - CR- R- PUR-1

Routing Origin: PUBLIC WORKS DEPARTMENT/ENGINEERING

ATTACHED: Copy of CAR ACM Form 3 originals

1.) Approved as to Content: Hardeep Arand
(Public Works Director)

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO

2.) Approved as to Procurement: by _____ Date: _____
(Deputy Finance Director or designee)

Approved as to Funds Available: by [Signature] Date: 11.25.13
(Finance Director or designee)

Funding Source: Amount Required by Contract/Agreement Unit Priced Contract Dept./Div: PW/ENG

Index/Sub-object P11870.461 - 6599 Project # 11870

3.) City Attorney's Office: Approved as to Form: # 3 Originals to City Mgr. By: CARRIE SARVER

Harry A. Stewart _____ Paul G. Bangel _____ Robert B. Dunkel _____
Ginger Wald _____ D'Wayne Spence _____ Cole J. Copertino _____
Carrie Sarver [Signature] DJ Williams-Persad _____

2013 NOV 25 PM 3:33
CITY ATTORNEY'S OFFICE

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward : 3 originals to City Clerk

6.) To City Clerk for attestation and City seal. 3 originals to Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

7.) City Clerk: Date first page with last date signed, and forward 3 original documents with routing form to Rafeela, Ext. 7810

C: Project File

12/6

PUBLIC WORKS DEPARTMENT

CONTRACT

Project 11870

IMPROVEMENT OR PROJECT NO.

**ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL
ROW IMPROVEMENTS**

DESCRIPTION

SUN-UP ENTERPRISES INC.

CONTRACTOR

Unit Priced Contract

AMOUNT

October 15, 2013

COMMISSION APPROVAL DATE

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 15th day of October, 2013, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Sun-Up Enterprises Inc., (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expresses in its Invitation to Bid 233-11184, Project 11870, which was opened on August 14, 2013; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

- 1.7 Change Order - A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract time issued on or after the Effective Date of the Agreement.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representative, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents that are required to be submitted under the Agreement, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the work “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The date specified in the Notice to Proceed given by the City to the Contractor indicating when the Contract Time will commence to run and on which the Agreement becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved by the City Commission or if City Commission approval is not required, it is the date on which the Agreement is fully executed by the City.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged

- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

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

Annual Contract for ADA Modifications and General Row Improvements
ITB 233-11184 PROJECT # 11870

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

PROJECT DESCRIPTION

The intent of this bid is to establish a two (2) year contract for the construction, repairs and upgrades to the City of Fort Lauderdale parking lots, sidewalks and other public facilities at various locations, as and when needed.

Work includes the installation of asphalt and concrete repairs (including the ability to make minor slope changes), compacted limerock base, construction of greenways and sidewalks, seal-coating, temporary parking space striping, painted and thermoplastic parking space striping (standard and ADA compliant spaces), pavement markings including bike lanes and midblock crosswalks, pedestrian and school zone signalization, ADA compliant curb ramps and parking related signage as needed to bring the City of Fort Lauderdale Transportation & Mobility, Parking Services Department's parking facilities into compliance with ADA Guidelines, traffic calming infrastructure, in addition to new parking lots being constructed under this contract. Work includes construction of concrete sidewalk (4" and 6" thick), various concrete curbs as noted by detail specifications, brick pavers, type S-3 asphaltic concrete pavement, speed humps, stamped asphalt, pervious concrete and brick pavers, limerock base of various depths, installation of thermostatic and/or painted pavement markings, signalization equipment, sod, landscaping, irrigation and lighting; and removal of asphalt, concrete, tree roots and other items quantified in the proposal pages of the contract.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Antoinette Butler whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

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

- 4.8 Addenda number 1 through 2, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No. 233-11184, Project 11870, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. 233-11184 dated August 14, 2013.
- 4.13 Schedule of Completion and Schedule of Values
- 4.14 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

There are not Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms of this Agreement.

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

- a. Specific direction from the City Manager (or designee)
- b. This Agreement dated October 15, 2013 and any attachments.
- c. Invitation to Bid No. 233-11184 and the specifications prepared by the City.
- d. Contractor's response to the City's Invitation to Bid No. 233-11184 dated August 14, 2013.
- e. Schedule of Values.
- f. Schedule of Completion.

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

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 5 calendar days of the date of the Notice to Proceed.
- 5.2 N/A
- 5.3 N/A
- 5.4 The initial contract term shall commence upon date of award by the City and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one-year terms, providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.5 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

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 in the not to exceed amount of \$195,000 constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT PROCEDURES

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings. Including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may

deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

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

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

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

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

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinance, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

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

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

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

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

8.18 Safety and Protection:

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

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

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

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

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall

erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution 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. As such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

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

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its

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

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, responses 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.

No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City. Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

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

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

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

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure. No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

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

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

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

ARTICLE 9 – CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City's duties in respect of providing lands and easements and providing engineering surreys to establish reference points are set forth in the Contract Documents.

9.3 Technical Clarifications and Interpretations:

9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

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

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

ARTICLE 10 – BONDS AND INSURANCE

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

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

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

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

10.3 Insurance

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

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

10.3.2 Property Insurance (Builder's Risk): N/A

10.3.3 Commercial General Liability

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

10.3.4 Business Automobile Liability

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

10.3.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

10.3.6 Umbrella/Excess Liability: N/A

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

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

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

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

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

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

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

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

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

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work

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

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

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and

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

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

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

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

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

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will

be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by CITY, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.2:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and

removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the CITY in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order.

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

14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to

the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One-Thousand Dollars (\$1,000.00)** for each and every calendar day of the first 30-day period and **One-Thousand Five Hundred Dollars (\$1,500.00)** for each and every day thereafter that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the

Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later.

Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the CITY's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15
- 17.2 City May Terminate Work: The City retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement upon 15 days notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.

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

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

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

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

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

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

17.3 Further, the Contractor may be excluded from the Work site and the City take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

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

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

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

- 17.4.1.1 In the event the Contactor 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 Contactor 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 Contactor 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 executor 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

waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – MISCELLANEOUS

- 21.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 21.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 21.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of

the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

- 21.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 21.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 21.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

**BID # 233-11184
PROJECT # 11870
ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL ROW IMPROVEMENTS**

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, equipment, material and supplies, to complete the site preparation, pavement patching, seal-coating, temporary striping, permanent thermoplastic striping, curbing, concrete walkways and application of pavement markings, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Fort Lauderdale, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Fort Lauderdale, which are referred to below and made a part hereof, at the following unit prices, to-wit:

It is understood that the work described below does not constitute a specific project and that no contract will be issued for construction of the items at the quantities described below. The extended value of each item and the contract total will be used only to determine the basis of award and establish the unit prices to be incorporated into the final contract.

ITEM 1: Mobilization and demobilization

Allowance \$ 15,000.00

ITEM 2: Maintenance of Traffic

Allowance \$ 15,000.00

ITEM 3: Consideration for Indemnification

Allowance \$ 25.00

ITEM 4: Permit fee allowance to **reimburse the Contractor for any City Permit fee**, including the City's Tree Permit fees.

Contractor shall be reimbursed for only actual amount of permit fees, which does not include time, or other associated costs of procurement.

ALLOWANCE: \$ 30,000.00

ITEM 5: Furnish all materials, labor and equipment to **construct concrete ADA/wheelchair access ramps**, as well as reconstruction of base where required, to include clearing and grubbing. Concrete slab shall have 6-inches minimum thickness. See detail C4.1-1, C4.1-2, and C4.3 on detail specifications. All ramps shall have detectable warning

ITEM 5 (continued)

surface with truncated domes. Provide Armor Tile - Cast In Place, ADA solutions Replaceable Composite (Wet-Set) or approved equal cast in place detectable warning surface on each ramp location. If cast in place method is not used truncated domes shall conform to FDOT Roadway and Traffic Design Standards - Index No. 304, Epoxy-type installation. Truncated domes shall be Vanguard ADA System (Vanguard of Florida, 954-520-9347) or approved equal. See detail C4.6 in detail specifications.

Approximately 8 ADA Ramps Locations

@ \$ 1,200.00 /EACH (8)

\$ 9,600.00

ITEM 6: Furnish all materials, labor, and equipment to **install detectable warnings on existing asphalt or concrete surfaces**. Truncated domes shall conform to FDOT Roadway and Traffic Design Standards - Index No. 304, Epoxy-type installation. Truncated domes shall be Vanguard ADA System (Vanguard of Florida, 954-520-9347) or approved equal.

Approximately 4500 Square Feet

@ \$ 40.00 /S.F.

\$ 180,000.00

ITEM 7: Furnish all materials, labor, and equipment to **remove existing thermoplastic striping** before seal coating or re-striping a lot.

Approximately 1200 Linear Feet

@ \$ 1.00 /L.F.

\$ 1,200.00

ITEM 8: Furnish all materials, labor, and equipment for **milling existing pavement**, 1" average depth.

Approximately 5,000 Square Feet

@ \$ 3.00 /S.F.

\$ 15,000.00

ITEM 9: Furnish all materials; labor and equipment to **construct 4, 6, or 8-inch thick compacted limerock base compared to 100% AASHTO T-99-C**, including clearing and grubbing, excavation, removal and disposal of existing materials.

ITEM 9 (continued)

a) 4-inch limerock base @ \$ <u>8.00</u> /S.Y. (1,200 S.Y.)	\$ <u>9,600.00</u>
b) 6-inch limerock base @ \$ <u>12.00</u> /S.Y. (1,200 S.Y.)	\$ <u>14,400.00</u>
c) 8-inch limerock base @ \$ <u>16.00</u> /S.Y. (600 S.Y.)	\$ <u>9,600.00</u>

ITEM 10: Furnish all materials, labor, and equipment to **construct 1-1/2" thick FDOT Type S-3 asphaltic concrete surface**, including tack coat and all necessary appurtenances.

Approximately 9,000 Square Yards

@ \$ <u>14.00</u> /S.Y. (9,000 S.Y.)	\$ <u>126,000.00</u>
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ITEM 11: Furnish all materials, labor and equipment to **seal coat existing asphalt**. This item includes two (2) coats of coal tar pitch emission, silica sand, and spread with squeegee or brush. Also include removal of oil stain, oil dripping and sweeping existing parking surface.

Approximately 75,000 Square Yards

@ \$ <u>2.00</u> /S.Y. (75,000 S.Y.)	\$ <u>150,000.00</u>
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ITEM 12: Furnish all materials, labor and equipment to **install four-inch (4"), six-inch (6"), eight-inch (8"), twelve-inch (12"), eighteen-inch (18"), and twenty four-inch (24") wide solid white paint (two coat application), pavement markings** to include parking lots, on-street parking, bike lanes, right of way, crosswalks, parking stalls, and handicap access aisles; clearing and grubbing, and removal of existing, if needed.

a) 4-inch wide white paint. Approximately 21,000 Linear Feet	
@ \$ <u>.75</u> /L.F.	\$ <u>15,750.00</u>
b) 6-inch wide white paint. Approximately 3,000 Linear Feet	
@ \$ <u>.80</u> /L.F.	\$ <u>2,400.00</u>
c) 8-inch wide white paint. Approximately 3,000 Linear Feet	
@ \$ <u>.90</u> /L.F.	\$ <u>2,700.00</u>
d) 12-inch wide white paint. Approximately 600 Linear Feet	
@ \$ <u>1.50</u> /L.F.	\$ <u>900.00</u>

ITEM 12 (continued)

e) 18-inch wide white paint. Approximately 600 Linear Feet

@ \$ 2.50 /L.F. \$ 1,500.00

f) 24-inch wide white paint. Approximately 600 linear Feet

@ \$ 3.00 /L.F. \$ 1,800.00

ITEM 13: Furnish all materials, labor and equipment to **install four-inch (4"), six-inch (6"), eight-inch (8"), twelve-inch (12"), and twenty four-inch (24") wide solid white thermoplastic pavement markings**, to include parking lots, on-street parking, bike lanes, right of way, crosswalks, parking stalls, and handicap access aisles; clearing and grubbing, and removal of existing, if needed.

a) 4-inch wide white thermoplastic pavement markings.
Approximately 6,000 Linear Feet

@ \$ 1.50 /L.F. \$ 9,000.00

b) 6-inch wide white thermoplastic pavement markings.
Approximately 600 Linear Feet

@ \$ 2.00 /L.F. \$ 1,200.00

c) 8-inch wide white thermoplastic pavement markings.
Approximately 600 Linear Feet

@ \$ 3.00 /L.F. \$ 1,800.00

d) 12-inch wide white thermoplastic pavement markings.
Approximately 120 Linear Feet

@ \$ 3.00 /L.F. \$ 360.00

e) 24-inch wide white thermoplastic pavement markings.
Approximately 120 linear feet

@ \$ 6.00 /L.F. \$ 720.00

ITEM 14: Furnish all materials, labor, and equipment to **install six inch (6") wide blue paint (two coat application), pavement markings.**

Approximately 6,000 Linear Feet

@ \$ 1.00 /L.F. \$ 6,000.00

ITEM 15: Furnish all materials, labor, and equipment to **install six-inch (6") wide solid blue thermoplastic pavement markings** for parking stalls and handicap access aisles.

Approximately 3,000 Linear Feet

@ \$ 1.50 /L.F. \$ 4,500.00

ITEM 16: Furnish all materials, labor, and equipment to **install four-inch (4"), six-inch (6"), and eighteen-inch (18") wide solid yellow paint (two coat application), pavement markings.**

a) 4-inch wide yellow paint. Approximately 600 Linear Feet

@ \$.80 /L.F. \$ 480.00

b) 6-inch wide yellow paint. Approximately 600 Linear Feet

@ \$.90 /L.F. \$ 540.00

c) 18-inch wide yellow paint. Approximately 600 Linear Feet

@ \$ 2.00 /L.F. \$ 1,200.00

ITEM 17: Furnish all materials, labor, and equipment to **install four-inch (4") and six-inch (6") wide solid yellow thermoplastic pavement markings.**

a) 4-inch wide yellow thermoplastic pavement markings.
Approximately 3,000 Linear Feet

@ \$.80 /L.F. \$ 2,400.00

b) 6-inch wide yellow thermoplastic pavement markings.
Approximately 600 Linear Feet

@ \$ 1.60 /L.F. \$ 960.00

ITEM 18: Furnish all materials, labor, and equipment to **install (double) six inch (6") wide yellow paint (two coat application), pavement markings.**

Approximately 6,000 Linear Feet

@ \$ 1.30 /L.F. \$ 7,800.00

ITEM 19: Furnish all materials, labor, and equipment to **install (double) six-inch (6") wide solid blue thermoplastic pavement markings.**

Approximately 3,000 Linear Feet

@ \$ 2.50 /EACH

\$ 7,500.00

ITEM 20: Furnish all materials, labor, and equipment to **install eighteen-inch (18") wide solid Chevron white thermoplastic pavement markings** for parking stalls and handicap access aisles.

Approximately 200 Linear Feet

@ \$ 4.00 /L.F.

\$ 800.00

ITEM 21: Furnish all materials, labor, and equipment to **install eighteen-inch (18") wide solid Chevron yellow thermoplastic pavement markings** for parking stalls and handicap access aisles.

Approximately 200 Linear Feet

@ \$ 4.35 /L.F.

\$ 870.00

ITEM 22: Furnish all materials, labor, and equipment to **install painted handicap signs** per detail in Detail Specifications.

Approximately 120 each

@ \$ 200.00 /EACH

\$ 24,000.00

ITEM 23: Furnish all materials, labor, and equipment to **install white paint handicap accessible parking symbol pavement marking** per detail in Detail Specifications.

Approximately 90 each

@ \$ 50.00 /EACH

\$ 4,500.00

ITEM 24: Furnish all materials, labor and equipment to **install white thermoplastic handicap accessible parking symbol pavement marking** per detail in Detail Specifications.

Approximately 36 Each

@ \$ 100.00 /EACH

\$ 3,600.00

ITEM 25: Furnish all materials, labor, and equipment to **install directional turn arrows**, twenty four-inch (24") wide solid white thermoplastic pavement markings, per FDOT Index 17346, sheet 1 of 14.

Approximately 30 Each

@ \$ 90.00 / EACH

\$ 2,700.00

ITEM 26: Furnish all materials, labor, and equipment to **install directional turn arrows, twenty four-inch (24") wide solid white paint** (two coat application) pavement markings, per FDOT Index 17346, sheet 1 of 14.

Approximately 5 Each

@ \$ 50.00 / EACH

\$ 250.00

ITEM 27: Furnish all materials, labor, and equipment to **install bicycle marking, twenty four-inch (24") wide solid white paint** (two coat application) pavement markings, per FDOT Index 17347, sheet 1 of 4.

Approximately 5 Each

@ \$ 70.00 / EACH

\$ 350.00

ITEM 28: Furnish all materials, labor, and equipment to **install railroad sign** thermoplastic pavement markings, per detail in Detail Specifications.

Approximately 2 Each

@ \$ 200.00 / EACH

\$ 400.00

ITEM 29: Furnish all materials, labor, and equipment to **install RPM's clear-red**, per detail in Detail Specifications.

Approximately 14 Each

@ \$ 7.00 / EACH

\$ 98.00

ITEM 30: Furnish all materials, labor and equipment to **install concrete car stop** per detail in Detail Specifications.

a) Concrete car stop painted blue. Approximately 120 each

@ \$ 30.00 /EACH

\$ 3,600.00

ITEM 30 (continued)

b) Concrete car stop unpainted. Approximately 30 each

@ \$ 25.00 /EACH

\$ 750.00

ITEM 31: Furnish all materials labor and equipment to **construct 4-inch thick concrete sidewalk**, un-reinforced, including clear and grubbing and removal and disposal of existing sidewalk, reconstruction of base rock and compaction where required. See detail C2.1 in Detail Specifications section.

Approximately 10,000 Square Feet

@ \$ 5.00 /S.F. (10,000 S.F.)

\$ 50,000.00

ITEM 32: Furnish all materials labor and equipment to **construct 6-inch thick concrete sidewalk**, un-reinforced, including clear and grubbing, and removal and disposal of existing sidewalk reconstruction of base rock and compaction where required. See detail C2.1 in Detail Specification section.

Approximately 3,000 Square Feet

@ \$ 6.00 /S.F. (3,000 S.F.)

\$ 18,000.00

ITEM 33: Furnish all materials labor and equipment to **construct 4-inch thick various colors concrete un-reinforced sidewalk**. This includes clear and grubbing, removal and disposal of existing sidewalk, reconstruction of base rock and compaction where required. Concrete shall contain the proper proportion of CHROMIX admixture for color-conditioned concrete and/or with decorative brick chips/seashells or other exposed aggregate. Concrete color and design specifications of the concrete to be determined by the Engineer of Record. Sandblasting and/or pressure cleaning are included in this item. See detail C2.1 in Detail Specifications.

a) 4" color concrete sidewalk @ \$ 16.00/S.F. (125 S.F.) \$ 2,000.00

b) 4" brick chips/seashells @ \$ 16.00/S.F. (125 S.F.) \$ 2,000.00

c) 6" color concrete sidewalk @ \$ 20.00/S.F. (125 S.F.) \$ 2,500.00

d) 6" chip/brick chips/seashells @ \$ 20.00/S.F. (125 S.F.) \$ 2,500.00

ITEM 34: Furnish and install **steel reinforcing 6 inches x 6 inches - 10/10 wire mesh** in concrete where indicated by Engineer.

ITEM 34 (continued)

Approximately 500 square feet.

@ \$ 3.00 /S.F. (500 S.F.) \$ 1,500.00

ITEM 35: Furnish all materials, labor, and equipment to **remove and properly dispose of existing asphalt (at various depths), metal railing, metal or wood guard rail, wood or chain-link fencing, saw cutting asphalt and concrete**, and all the items listed below.

a) Asphalt Removal	@ \$ <u>9.00</u> /S.Y. (500 S.Y.)	\$ <u>4,500.00</u>
b) Metal Railing	@ \$ <u>20.00</u> /L.F. (25 L.F.)	\$ <u>500.00</u>
c) Metal or Wood Guard Rail	@ \$ <u>20.00</u> /L.F. (25 L.F.)	\$ <u>500.00</u>
d) Wood or Chain-link fencing	@ \$ <u>15.00</u> /L.F. (200 L.F.)	\$ <u>3,000.00</u>
e) Saw Cut Asphalt/Concrete	@ \$ <u>2.00</u> /L.F. (1,500 L.F.)	\$ <u>3,000.00</u>
f) 4" thick Concrete Sidewalk	@ \$ <u>2.00</u> /S.F. (500 S.F.)	\$ <u>1,000.00</u>
g) 6" thick Concrete Sidewalk	@ \$ <u>2.50</u> /S.F. (200 S.F.)	\$ <u>500.00</u>
h) Storm Drain Basin	@ \$ <u>500.00</u> /EA. (10)	\$ <u>5,000.00</u>
i) 15" or Smaller Storm Pipe	@ \$ <u>10.00</u> /L.F. (50 L.F.)	\$ <u>500.00</u>
j) Various Width Curb Inlet Top Removal	@ \$ <u>500.00</u> /EA. (6)	\$ <u>3,000.00</u>
k) Various Width Pavement Markings Removal (Hydro-blasting)	@ \$ <u>2.00</u> /L.F. (1,000 L.F.)	\$ <u>2,000.00</u>
l) Directional Arrow Pavement Markings Removal (Hydro-blasting)	@ \$ <u>25.00</u> /EACH (16)	\$ <u>400.00</u>
m) Type "D" Concrete Curb	@ \$ <u>3.00</u> /L.F. (50 L.F.)	\$ <u>150.00</u>
n) Type "F" Concrete Curb	@ \$ <u>4.00</u> /L.F. (50 L.F.)	\$ <u>200.00</u>
o) Concrete Curb & Gutter	@ \$ <u>5.00</u> /L.F. (50 L.F.)	\$ <u>250.00</u>
p) Concrete Driveways	@ \$ <u>5.00</u> /L.F. (50 L.F.)	\$ <u>250.00</u>
q) Limerock Base Removal	@ \$ <u>10.00</u> /C.Y. (1,000 C.Y.)	\$ <u>10,000.00</u>
r) Paver Blocks Removal	@ \$ <u>3.00</u> /S.F. (300 S.F.)	\$ <u>900.00</u>
s) Sign & Post Removal	@ \$ <u>20.00</u> /EACH (18)	\$ <u>360.00</u>

ITEM 36: Furnish all materials, labor, and equipment to **demolish and remove reinforced concrete** including cutting, breaking,

ITEM 36 (continued)

hauling and properly disposing of material.
Approximately 10 Cubic Yards

@ \$ 50.00 /C.Y. (10 C.Y.) \$ 500.00

ITEM 37: Furnish all materials, labor and equipment to **construct 8-inch thick concrete paving reinforced with #5 bars**, 3-inches above bottom of pavement, spaced 12-inches on centers both ways. This item also includes clearing and grubbing.

Approximately 50 Square Feet

@ \$ 10.00 /S.F. (50 S.F.) \$ 500.00

ITEM 38: Furnish all materials, labor and equipment to **construct standard 6"x16" Type "D" curb**, including drop curb, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detail in Detail Specifications.

Approximately 600 Linear Feet

@ \$ 18.00 /L.F. (600 L.F.) \$ 10,800.00

ITEM 39: Furnish all materials, labor and equipment to **construct standard 24"x12" Type "F" curb and gutter**, including drop curb, per Detailed Specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb and gutter. See detail in Detail Specifications.

Approximately 600 Linear Feet

@ \$ 40.00 /L.F. (600 L.F.) \$ 24,000.00

ITEM 40: Furnish all materials, labor and equipment to **construct standard concrete Valley-gutter**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing concrete V-gutter. See detail in Detail Specifications.

Approximately 300 Linear Feet

@ \$ 35.00 /L.F. (300 L.F.) \$ 10,500.00

ITEM 41: Furnish all materials labor and equipment to **construct drop curb**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing, grubbing, removal, and proper disposal of existing concrete curb and sidewalk. See detail in Detail Specifications.

Approximately 300 Linear Feet

@ \$ 35.00 /L.F. (300 L.F.) \$ 10,500.00

ITEM 42: Furnish all materials labor and equipment to construct a **Type "A" concrete median curb**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing median concrete curb. See detail in Detail Specifications.

Approximately 300 Linear Feet

@ \$ 35.00 /L.F. (300 L.F.) \$ 10,500.00

ITEM 43: Furnish all materials, labor, and equipment to construct **new 12-inch wide x 12-inch deep concrete header curb bordering paver blocks**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing, grubbing, removal, and proper disposal of existing header curb. See detail in Detailed Specifications.

Approximately 150 Linear Feet

@ \$ 25.00 /L.F. \$ 3,750.00

ITEM 44: Furnish all materials, labor and equipment to construct **other type of concrete curbs** per Detail Specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb, if applicable. See detail in Detailed Specifications.

- a) 16" Curb Meter Sidewalk @ \$ 50.00 /L.F. (100 L.F.) \$ 5,000.00
- b) Standard Wheel Stop @ \$ 35.00 /EACH (10) \$ 350.00
- c) 6" thick concrete sidewalk @ \$ 8.00 /L.F. (500 L.F.) \$ 4,000.00

ITEM 45: Furnish all materials labor and equipment, including clearing and grubbing, to **grind or horizontal saw-cut raised concrete sidewalk or concrete header curb**. Slope to conform to ADA specifications with maximum slope of 1:12.

ITEM 45 (Continued)

Maximum area for grind/saw-cut is 2-feet x 5-feet with work areas up to ten (10) square feet. See detail in Detailed Specifications.

Approximately 10 Work Areas

@ \$ 500.00 /Locations (10)

\$ 5,000.00

ITEM 46: Furnish all materials labor and equipment to install **stamped asphaltic concrete**. The color and pattern of stamped asphalt, to be determined by the engineer. See Detailed Specifications.

Approximately 500 S.F.

@ \$ 10.00 /S.F. (500 S.F.)

\$ 5,000.00

ITEM 47: Furnish all materials, labor, and equipment to install **new 3-1/8-inch thick concrete pavers** of various shapes over sand-leveling course, as well as reconstruction of base, as shown in detail specifications, This item also includes clearing, grubbing, removal and proper disposal of existing materials. Locking sand shall be utilized between pavers.

Approximately 3000 Square Feet

@ \$ 8.00 /S.F. (3,000 S.F.)

\$ 24,000.00

ITEM 48: Furnish all materials, labor, and equipment to install **new 2-3/8-inch thick concrete pavers** of various shapes over sand-leveling course, as well as reconstruction of base, as shown in detail specifications. This item also includes clearing, grubbing, removal and proper disposal of existing materials. Locking sand shall be utilized between pavers.

Approximately 600 Square Feet

@ \$ 7.00 /S.F. (600 S.F.)

\$ 4,200.00

ITEM 49: Furnish all materials, labor, and equipment to install **new 2-1/4" x 4" x 8" solid hard-burned, clay brick pavers** over sand-leveling course, as well as reconstruction of base, as shown in detail specifications, This item also includes clearing, grubbing, removal and proper disposal of existing materials. Locking sand shall be utilized between pavers.

Approximately 600 Square Feet

@ \$ 9.00 /S.F. (600 S.F.)

\$ 5,400.00

ITEM 50: Furnish all materials, labor, and equipment to **remove existing paver bricks of various shape** and thickness and **replace same paver bricks**, and any additional similar paver bricks as needed to properly complete repair over sand-leveling course. This item includes any sub-base repair, up to 12" of compacted limerock and sand, as required. Locking sand shall be utilized between pavers.

Approximately 4,000 Square Feet

@ \$ 3.00 /S.F. (4,000 S.F.) \$ 12,000.00

ITEM 51: Furnish all materials, labor, and equipment to **remove existing solid clay blocks** of various shape and thickness and **replace same solid clay blocks**, and any additional similar solid clay blocks as needed to properly complete repair over sand-leveling course. This item includes any sub-base repair, up to 12" of compacted limerock and sand, as required. Locking sand shall be utilized between pavers.

Approximately 600 Square Feet

@ \$ 5.00 /S.F. (600 S.F.) \$ 3,000.00

ITEM 52: Furnish all materials, labor, and equipment to install **galvanized steel hand railing, galvanized steel safeguard railing, wood, and/or steel guard rail** to ADA standards. This includes clear and grubbing.

- a) Galvanized steel handrail @ \$120.00 /L.F. (50 L.F.) \$ 6,000.00
- b) Galvanized steel safeguard @ \$120.00 /L.F. (50 L.F.) \$ 6,000.00
- c) Wood guard rail @ \$ 60.00 /L.F. (50 L.F.) \$ 3,000.00
- d) Steel guard rail @ \$120.00 /L.F. (50 L.F.) \$ 6,000.00

Note: Details for items a, b, c, found in detail specifications.
Details for Item d, are found at FDOT index # 400,
Standard Design Manual.

ITEM 53: Furnish all materials, labor, and equipment to **pressure clean** (to high quality-near new condition, with no streaking) **existing paver brick or paver blocks**, and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work should **be done at nights** (from 6:00 p.m. to 7:00 a.m.) **and weekends**, approximately 100 square feet. This item also includes filling voids with clean sand.

Approximately 100 Square Feet

@ \$ 3.50 /S.F. (100 S.F.) \$ 350.00

ITEM 54: Furnish all materials, labor, and equipment to **pressure clean** (to high quality-near new condition, with no streaking) **existing paver brick or paver blocks**, and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work is to be **done during regular office hours** (from 7:00 a.m. to 6:00 p.m.), approximately 100 square feet. This item also includes filling voids with clean sand.

Approximately 100 Square Feet

@ \$ 3.00 /S.F. (100 S.F.)

\$ 300.00

ITEM 55: Furnish all materials, labor, and equipment to **pressure clean existing concrete sidewalk** (to high quality-near new condition, with no streaking), and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work should be **done at nights** (from 6:00 p.m. to 7:00 a.m.) and weekends, approximately 100 square feet.

Approximately 100 Square Feet

@ \$ 3.50 /S.F. (100 S.F.)

\$ 350.00

ITEM 56: Furnish all materials, labor, and equipment to **pressure clean existing concrete sidewalk** (to high quality-near new condition, with no streaking), and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work is to be done **during regular office hours** (from 7:00 a.m. to 6:00 p.m.) and weekends, approximately 100 square feet.

Approximately 100 Square Feet

@ \$ 3.00 /S.F. (100 S.F.)

\$ 300.00

ITEM 57: Furnish all materials, labor and equipment to install **new sign assemblies**, removal and relocate of existing sign assemblies, these items include the removal and reconstruction of existing concrete, asphalt, sod, various rocks, limerock base, and gravel.

a) Single Post Sign @ \$ 300.00 /EACH (4)

\$ 1,200.00

b) Remove & Relocate Existing Sign @ \$ 150.00 /EACH (4.)

\$ 600.00

ITEM 58: Furnish all materials, labor and equipment to install **custom sign assemblies**, removal and relocate of existing sign assemblies, these items include the removal and reconstruction of existing concrete, asphalt, sod, various rocks, limerock base, and gravel. See sign panel detail sheet C-13.

ITEM 58 (Continued)

- a) Single Post Sign @ \$ 300.00 /EACH (20) \$ 6,000.00
- b) Remove & Relocate Existing Sign @ \$ 120.00 /EACH (20) \$ 2,400.00

ITEM 59: Furnish all materials labor and equipment to install **variable message boards** for maintenance of traffic.

Approximately 5 work areas

@ \$ 1,000.00 /Locations (5) \$ 5,000.00

ITEM 60: Furnish all materials, labor and equipment to **install water meter box** supplied by the City, when required during sidewalk construction. This item includes clearing and grubbing and all necessary grading adjustment to have meter flushed with sidewalk.

Approximately 26 Locations

@ \$ 500.00 /EACH (26) \$ 13,000.00

ITEM 61: Furnish all materials, labor and equipment to **reconstruct top slab of FDOT storm drain inlet and install new cast-iron frame and cover**. See manhole frame and cover detail S-201, as shown in Detailed Specifications. This includes placement of #6 rebar and installation of 5" PVC supports. Storm Drain Inlet to conform to FDOT Standards (Index 210) for storm drain inlets. This includes barricades for thirty-days (30) during concrete curing period.

Approximately 6 Locations

@ \$ 2,000.00 /EACH (5) \$ 12,000.00

ITEM 62: Furnish all materials, labor and equipment to **reconstruct top slab of FDOT storm drain inlet**. Reuse existing cast-iron frame and cover. This includes placement of #6 rebar and installation of 5" PVC supports. Storm Drain Inlet to conform to FDOT Standards (Index 210) for storm drain inlets. This includes barricades for thirty-days (30) during concrete curing period.

Approximately 10 Locations

@ \$ 2,000.00 /EACH (10) \$ 20,000.00

ITEM 63: Furnish all materials, labor and equipment to **trim, remove and dispose of tree roots** affecting curbs, gutters or concrete

ITEM 63 (continued)

sidewalks, including excavation clearing, grubbing and backfilling.

Approximately 35 Trees

@ \$ 200.00 /EACH (35)

\$ 7,000.00

ITEM 64: Furnish all materials, labor, and equipment to **restore/rework tree grate** to original condition including adjustment of tree grate and trimming of tree roots as necessary.

Approximately 6

@ \$ 150.00 /EACH (6)

\$ 900.00

ITEM 65: Furnish all materials, labor and equipment to lay **St. Augustine "Floritam" or Bahia sod** authorized by the Engineer of Record, including clear and grubbing, and all other appurtenances.

Approximately 800 square yards

a) Bahia sod @ \$ 3.00 /S.Y. (700 S.Y.)

\$ 2,100.00

b) St. Augustine sod @ \$ 4.00 /S.Y. (300 S.Y.)

\$ 1,200.00

ITEM 66: Furnish all materials, labor, and equipment to **deliver and place new Ascension Protégé 5442P Model Series Vertical Portable Wheelchair Lift**, manufactured by Ascension, 3526 E. Fort Lowell Rd., Tucson, AZ, 85716; or equal City approved product. Provide outdoor use package.

Approximately 2 Lifts

@ \$ 40,000.00 /EACH (2)

\$ 80,000.00

ITEM 67: Furnish all materials, labor, and equipment to **deliver and place new Ascension Virtuose 5460P Model Series vertical wheelchair lift**, manufactured by Ascension, 3526 E. Fort Lowell Rd., Tucson, AZ, 85716; or equal City approved product. Provide outdoor use package.

Approximately 2 Lifts

@ \$ 51,000.00 /EACH (2)

\$ 102,000.00

ITEM 68: Furnish all materials, labor, and equipment to **install surface mounted 'Bobrick' Model B-43699 H. C.**

ITEM 68 (Continued)

combination towel dispenser/waste receptacle; or equal City approved product.

Approximately 2 Receptacles Locations

@ \$ 1,000.00 /EACH (2) \$ 2,000.00

ITEM 69: Furnish all materials, labor, and equipment to **install enhanced pedestrian signalization at midlock crosswalks and school zone locations**, manufactured by Carmanah, 250 Bay Street, Victoria, British Columbia, Canada, V9A 3K5; or equal City approved product.

Approximately 10 Locations

@ \$ 11,800.00 /EACH (10) \$ 118,000.00

ITEM 70: Furnish all materials, labor, and equipment to install **TS400 Semi-Flush Fixture, Yellow/Yellow, 10-30VDC LED, with Female Connector, FI-TS400YYL**, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 10 Locations

@ \$ 1,125.00 /EACH (10) \$ 11,250.00

ITEM 71: Furnish all materials, labor, and equipment to install **Base Can 8.5" x 5" deep, 7.25" B.C., 3/4" Mud Ring, 5" Deep, 2" Drain w/Fitting Ship with Base Can Installation Instructions crosswalk flashing controller, A-725-5-2**, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 10 Locations

@ \$ 395.00 /EACH (10) \$ 3,950.00

ITEM 72: Furnish all materials, labor, and equipment to install **Sensor, Motion, and Pedestrian for Crosswalk Occupancy Detection, Activation, AC-Smartwalk-XP**, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 2 Locations

@ \$ 1,250.00 /EACH (2) \$ 2,500.00

ITEM 73: Furnish all materials, labor, and equipment to install System Controller, TS 1000 120/240 V Input, DC Output, NEMA 4 Enclosure, SC-TS1000 ACA, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ 3,300.00 /EACH (1)

\$ 3,300.00

ITEM 74: Furnish all materials, labor, and equipment to install Ped-X-Pad, Single for Pallet Shipment Only, AC-PEDXPAD, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 2 Locations

@ \$ 4,200.00 /EACH (2)

\$ 8,400.00

ITEM 75: Furnish all materials, labor, and equipment to install TS 1100 Controller FL DOT Solar Powered, for Ped X Pad Activation NEMA 3R Enclosure, 1 SC TS100SPA3A, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ 4,036.00 /EACH (1)

\$ 4,036.00

ITEM 76: Furnish all materials, labor, and equipment to install Solar Panel 90 Watts with Mounting Kit included, SL-Panel 90-HPM, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ 1,700.00 /EACH (1)

\$ 1,700.00

ITEM 77: Furnish all materials, labor, and equipment to install Solar Gel Battery 96.7 AH@20h Rate, 12 Volts, 5 Days Autonomus Operation, SL-8G31, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 2 Locations

@ \$ 950.00 /EACH (2)

\$ 1,900.00

ITEM 78: Furnish all materials, labor, and equipment to install System Controller, TS 1100, DC, FL DOT, Solar Powered NEMA 3R Encls, SC-TS1100SP1A, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ 5,480.00 /EACH (1)

\$ 5,480.00

ITEM 79: Furnish all materials, labor, and equipment to install Type TRRL profile (rounded) speed humps, 12-feet long by 24-feet wide.

Approximately 18 Speed Humps

@ \$ 1,500.00 /EACH (18)

\$ 27,000.00

ITEM 80: Furnish all materials, labor, and equipment to install Flat top profile speed humps, 22-feet long by 24-feet wide.

Approximately 8 Speed Humps

@ \$ 2,500.00 /EACH (8)

\$ 20,000.00

ITEM 81: Furnish all materials, labor, and equipment to install Speed cushions, 6 1/2- feet long by 6 3/4-feet wide, (Two asphalt cushions per location)

Approximately 6 asphalt Speed Cushions

@ \$ 750.00 /EACH (6)

\$ 4,500.00

ITEM 82: Furnish all materials, labor, and equipment to install 30-inch x 30-inch advance warning signs, complete with 18-inch x 18-inch speed advisory signs, mounting hardware and square galvanized steel posts.

Approximately 27 signs

@ \$ 300.00 /EACH (27)

\$ 8,100.00

ITEM 83: Furnish all materials, labor, and equipment to apply 6-foot by 6-foot by 6-foot in length thermoplastic arrows, to speed hump (Two arrows per location)

Approximately 40 thermoplastic Arrows

@ \$ 100.00 /EACH (40)

\$ 4,000.00

ITEM 84: Furnish all materials, labor, and equipment to **demolish and restore flat top profile speed humps**, 22-feet long by 24-feet wide.

Approximately 2 speed humps

@\$ 2,500.00 /EACH (2)

\$ 5,000.00

ITEM 85: TRAFFIC SIGNALIZATION – Furnish all labor, materials, and equipment to perform all associated installation for traffic signals and traffic control devices only, as outlined in the attached specifications.

(PI=per intersection; AS=assembly)

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Directional Bore, Less than 6", 555-1-1	LF	400	\$ 16.00	\$ 6,400.00
b) Conduits Signal, 630-1-12	LF	101	\$ 7.50	\$ 757.50
c) Cable, Signal, 632-7-1	PI	2	\$ 4,000.00	\$ 8,000.00
d) Pull Boxes, 635-1-11	EA	10	\$ 518.00	\$ 5,180.00
e) Traffic Signal, 3-section, 1-way, LED, 650-51-311	AS	1	\$ 1,550.00	\$ 1,550.00
f) Traffic Signal, Relocate, 650-54	AS	3	\$ 400.00	\$ 1,200.00
g) Pedestrian Signal, 1-section, 1-way, 653-191	AS	8	\$ 1,150.00	\$ 9,200.00
h) Pedestrian Signal, 1-section, 2-way, 653-192	AS	1	\$ 1,780.00	\$ 1,780.00
i) Signal Head Auxiliaries, Aluminum Pedestal, 659-107	EA	9	\$ 2,875.00	\$ 25,875.00
j) Pedestrian Detector, 665-11	EA	10	\$517.00	\$ 5,170.00

k) Traffic Controller Assembly, Modify, 670-5-431	AS	2	\$1,150.00	\$2,300.00
l) Traffic Signal, Remove, 690-10	EA	1	\$287.00	\$ 287.00
m) Sign Panel, 700-48-18	EA	10	\$862.00	\$8,620.00

ITEM 86: LANDSCAPE – Furnish all labor, materials, and equipment to perform all associated installation of new Landscape. Installation planting soil, as outlined in the attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Hyophorbia Verschaffeltii (FG 12' HT, MATCHED)	EA	42	\$ 340.00	\$14,280.00
b) Jatropha Integerrima 'Standard' (25 GAL, 8' HT x 5' CT, MATCHED)	EA	54	\$ 276.00	\$14,904.00
c) Quercus Virginiana 'High Rise' (4" CAL x 18' HT x 8' SPR x 8' CT)	EA	56	\$ 442.00	\$24,752.00
d) Aechmea Blanchetiana 'Orange' (3 GAL, 36" HT x 36" SPR)	EA	40	\$ 36.00	\$ 1,440.00
e) Allamanda Schottii (3 GAL, 18" HT x 20" SPR)	EA	312	\$ 8.00	\$ 2,496.00
f) Acalypha Wilkesiana 'Macafeana' (3 GAL, 30" HT x 24" SPR)	EA	215	\$ 10.30	\$ 2,214.50
g) Chrysobalanus Icaco 'Red Tip' (3 GAL, 24" HT x 18" SPR)	EA	624	\$ 7.50	\$ 4,680.00
h) Cordyline Fruticosa 'Black Magic' (3 GAL, 18" HT x 20" SPR)	EA	588	\$ 10.50	\$ 6,174.00
i) Duranta Erecta 'Gold Mound' (3 GAL, 16" HT x 16" SPR)	EA	376	\$ 8.00	\$ 3,008.00

j) Dianella Tasmanica 'Variegata' (1 GAL, 16" HT x 12" SPR)	EA	2166	\$ 4.00	\$ 8,664.00
k) Ficus Microcarpa 'Green Island' (3 GAL, 14" HT x 14" SPR)	EA	374	\$ 7.50	\$ 2,805.00
l) Ilex Vomitoria 'Stokes Dwarf' (3 GAL, 16" HT x 14" SPR)	EA	780	\$ 7.50	\$ 5,850.00
m) Juniperus Conferta 'Compacta' (3 GAL, 16" HT x 14" SPR)	EA	992	\$ 9.00	\$ 8,928.00
n) Microsorium Scolopendrium (3 GAL, 14" HT x 14" SPR)	EA	1080	\$ 9.60	\$ 10,368.00
o) Psychotria Nervosa (3 GAL, 16" HT x 16" SPR)	EA	599	\$ 9.00	\$ 5,391.00
p) Rhapsiolepis Indica 'Alba' (3 GAL, 16" HT x 12" SPR)	EA	599	\$ 9.00	\$ 5,391.00
q) Trachelospermum Asiaticum 'Tricolor' (1 GAL, 6" HT x 10" SPR)	EA	1028	\$ 4.50	\$ 4,626.00
r) Clean Sand At 15" Depth	CY	1800	\$ 7.00	\$ 12,600.00
s) 100% Decomposed Compost At 3" Depth	CY	300	\$ 23.00	\$ 6,900.00
t) Mulch At 3" Depth	CY	300	\$ 43.00	\$ 12,900.00
u) Tree Barricades(30 Trees At 40 LF each)	LF	1200	\$ 5.00	\$ 6,000.00
v) Planting Soil	CY	1000	\$ 15.00	\$ 15,000.00

ITEM 87: IRRIGATION – Furnish all labor, materials, and equipment to perform all associated installation of new Irrigation System, as outlined in all the engineering drawings and attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Power Drop; Install FDOT Index 17504 Power Drop Detail	EA	1	\$10,500.00	\$ 10,500.00

(Continued)

PROJECT # 11870

b) Controller; "Rainbird" ESP-MC 24 Station with Wall Mounting	EA	1	\$ 1,700.00	\$ 1,700.00
c) Rainsensor; "Rainbird" Model RSO-CEX	EA	1	\$ 57.00	\$ 57.00
d) Water Meter, 2"	EA	1	\$ 3,300.00	\$ 3,300.00
e) Pressure Vacuum Breaker; 2" "Wilkins" 720A	EA	1	\$ 862.00	\$ 862.00
f) Electric Valves; "Rainbird" 2 Inch PEB	EA	16	\$ 275.00	\$ 4,400.00
g) Zone Gate Valves; "NIBCO" Model T-311-Y Match Valve Size	EA	16	\$ 680.00	\$ 10,880.00
h) Air/Vac Release Valve; "Bermad Model 02-ARC-I, 1 Inch Combination Air and Vacuum Release with 1 Inch Brass Full Port Ball Valve	EA	2	\$ 330.00	\$ 660.00
i) Valve Boxes; 15 Inch x 25 Inch x 12 Inch Deep Polymer Concrete Valve Box	EA	16	\$ 440.00	\$ 7,040.00
j) Valve Box Identification; Aluminum Identification Numbers and Letters	EA	25	\$ 82.00	\$ 2,050.00
k) Mainline; 3" PVC Schedule 40	LF	2400	\$ 4.40	\$ 10,560.00
l) Mainline Fittings; At Direction Changes Install Ductile Iron with Integral Joint Restraints	EA	2	\$ 143.00	\$ 286.00
m) Mainline Marking Tape; 2 Inch Detectable Marking Tape Over Mainline, 12" Below Grade	LF	2400	\$.29	\$ 696.00
n) Irrigation Lateral Line; ¾" (Minimum) to 2 ½" PVC Schedule 40	LF	13000	\$.90	\$ 11,700.00
o) Irrigation Sleeving; Schedule 40 PVC 1¼" to 6"	LF	1100	\$ 7.70	\$ 8,470.00

p) Control Wire; 12 AWG, Copper, Type UF-83 THHN/THWN, with DBY-6 Connectors Install Different Colors for Each Valve (Do not use Green)	LF	14000	\$.35	\$ 4,900.00
q) Control Wire Conduit; All Wire Sleeved Inside 2 Inch PVC Schedule 40 Electrical Conduit	LF	2400	\$ 2.30	\$ 5,520.00
r) Spray Heads, "Rainbird" 1812 PRS Pressure Regulating 12" Pop Up	EA	1600	\$ 28.00	\$ 44,800.00
s) Rainbird Bubblers; "Rainbird" 1 GPM Series 1404 Pressure Compensating	EA	198	\$ 6.60	\$ 1,306.80
t) Flow Control, Hendrickson FLD520 2 GPM Flow Limiting Device Per Detail	EA	1600	\$ 5.50	\$ 8,800.00
u) 2" Gravel; Below Valve Boxes Per Detail	CF	56	\$ 8.80	\$ 492.80
v) Filter Fabric; to Contain the Gravel Under the Valve Boxes Per Detail	SF	128	\$ 3.30	\$ 422.40

ITEM 88: SITE AMENITIES – Furnish all labor and materials to install benches and trash receptacles along the commingled pathway on the north side of the roadway, as outlined in all the engineering drawings and attached specifications; or equal City approved product.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) "Victor Stanley" Model CBNA-R-103, 6" Steel Bench (Black)	EA	11	\$ 1,000.00	\$ 11,000.00
b) "Victor Stanley" Model S-42, 36 Gallon Steel Litter Receptacle, with Domed Lid (Black)	EA	11	\$ 1,200.00	\$ 13,200.00
c) "Victor Stanley" 36 Gallon High Density Plastic Receptacle Liner	EA	11	\$ 240.00	\$ 2,640.00

ITEM 89: LIGHTING – Furnish all labor, materials, and equipment to perform all associated installation of new Decorative Lighting System, as outlined in all the engineering drawings and attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 2" PVC Conduit Electrical	LF	3000	\$ 7.50	\$ 22,500.00
b) Concrete Pull Boxes 13" x 24" Catalog # PC1324 DA12	EA	50	\$ 430.00	\$ 21,500.00

TOTAL AMOUNT (ITEMS 1 – 89):

\$ 1,913,113.00
(FIGURES)

One Million Nine Hundred Thirteen Thousand One Hundred Thirteen Dollars and Zero Cents
(TOTAL WRITTEN DOLLAR AMOUNT)

The City of Fort Lauderdale reserves the right to waive any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the above contract items, and the City may award contract to three (3) contractors providing the lowest amounts. The selected contractors will receive work orders during the effective term of the contract and prior to the contract's expiration date. The selected contractor(s) will receive specifications for each work order to obtain, review and approve a detailed cost estimate based on executed contract with unit prices. The Project Manager will send a Notice to Proceed to the contractor(s) after obtaining City Manager's office OR City Commission approval as applicable for each work order. The City alone shall make all determinations of work order award and distribution as described under the terms of this contract.

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

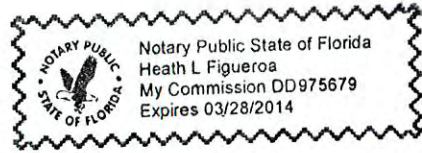
ACKNOWLEDGEMENT OF CONTRACTOR

STATE OF: Florida

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 7th day of November, 2013, by Janet Cusanelli and Richard McGrady, as President and Secretary, respectively, of Sun Up Enterprises, Inc, a Florida

corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Handwritten Signature]

(SEAL)

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

Heath Figueroa
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2013

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

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


PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800		FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS:		
INSURED Sun Up Enterprises Inc 16641 Waters Edge Drive Ft Lauderdale, FL 33326	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : FCCI Commercial Insurance Co		33472
	INSURER B : National Trust Insurance Co		20141
	INSURER C : FCCI Insurance Company		10178
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insd <input checked="" type="checkbox"/> Blkt Waiver of Sub GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		GL00090015	8/17/2013	8/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA00141366	8/17/2013	8/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB00127393	8/17/2013	8/17/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/>		N/A	001WC13A62357	8/17/2013	8/17/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Equipment Floater			CM0004775	8/17/2013	8/17/2014	Leased/REnted 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proposal No. 233-11184, Project 11870 Annual Contract for ADA Modifications & General ROW Improvements
City of Ft Lauderdale is named as additional insured with respects to General Liability

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

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

THIS IS A SURETY BOND given by Sun-Up Enterprises Inc. the "Contractor" as principal, referred to in this Bond as "Contractor" and Westchester Fire Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), for 100% performance bond at the time of the Work Order release per contract terms. Total Estimated annual value of the contract is \$50,000.00
Fifty Thousand Dollars

for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

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

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

Bond No.: K08951676

Contractor Name, Address, Telephone: Sun-Up Enterprises Inc.
16641 Waters Edge Drive
Weston, FL 33326

Surety Company, Address, Telephone Westchester Fire Insurance Company
436 Walnut Street
Philadelphia, PA 19106
(215) 640-5592

City Project No.: Bid # 233-11184 Project 11870
Name of Project: Annual Contract for ADA Modifications and General ROW Improvements

Project Location: Within City of Fort Lauderdale

Legal Description and Street Address
Description of Work Construction, repairs and upgrades to the City of Fort Lauderdale parking lots, sidewalks and other public facilities at various locations, as and when needed.

"Contractor" is bound by an instrument in writing dated the 15th day of October, 2013, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all

damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to 25% of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 14 day of November, 2013.

Signed, sealed and delivered
in the presence of:

[Signature]
(Witness)

[Signature]
(Witness)

[Signature]
(Witness)

[Signature]
(Witness)

CONTRACTOR:

SUN-UP ENTERPRISES, INC.

(SEAL)

[Signature]
Print Name and Title

(SEAL)

SURETY: WESTCHESTER FIRE INSURANCE COMPANY

Local Agent

(SEAL)

[Signature]
Charles J. Nielson, Atty.-In-Fact

Print Name and Title

(SEAL)

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brett Rosenhaus, Charles D Nielson, Charles J Nielson, David R Hoover, Edward M Clark, Ian A Nipper, Joseph P Nielson, Katherine S Grimsley, Kevin R Wojtowicz, Laura D Mosholder, all of the City of MIAMI LAKES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 16 day of July 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 16 day of July, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 14 day of November, 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 16, 2014.