

CITY OF FORT LAUDERDALE

# AGREEMENT

Event 99 / Project #s P12383 & P12384

DESCRIPTION

David Mancini & Sons, Inc.

CONTRACTOR

\$38,597,800

AMOUNT

October 17, 2023

COMMISSION APPROVAL DATE

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

DAVID MANCINI & SONS, INC.

for

DESIGN/BUILD SERVICES FOR

NE 25<sup>th</sup> Avenue 24-Inch Force Main Replacement, and NE  
38<sup>th</sup> Street 42-Inch FM and NE 19<sup>th</sup> Avenue 24-Inch FM  
Replacement

Project Numbers P12383 & P12384

REQUEST FOR PROPOSAL NO. 99



This Agreement made and entered into this 9<sup>th</sup> day of November, 2023, between the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and DAVID MANCINI & SONS, INC., a Florida corporation, hereinafter referred to as "DESIGN/BUILD FIRM," or collectively the "Party" or "Parties."

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

## ARTICLE 1- DEFINITIONS AND IDENTIFICATIONS

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

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

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

**Change Order** - A written order executed by both Parties to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

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

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

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

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

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

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

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

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

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

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

**Design/Build Firm** - DAVID MANCINI & SONS, INC., is the DESIGN/BUILD FIRM selected to perform the Work pursuant to this Agreement and is the entity liable for the acceptable performance of, and payment of, all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN/BUILD FIRM shall be deemed to be a reference to DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM will be responsible for the provision, installation, and performance of all equipment, materials, services and Work.

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

**Design Criteria Professional** - Design Criteria Professional shall mean the individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who/which is employed by or retained by the CITY to provide professional



services in compliance with the requirements of Section 287.055, Florida Statutes (2023), and in connection with the preparation of the DCP who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the DCP.

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

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

**NOT TO EXCEED PRICE (NTE)** - THE MUTUALLY AGREED UPON CONTRACT PRICE TO BE PAID OF \$38,597,800 TO THE DESIGN/BUILD FIRM, AND THAT THE DESIGN/BUILD FIRM GUARANTEES NOT TO EXCEED, FOR ALL LABOR, EQUIPMENT, AND MATERIALS TO DESIGN, PERMIT (AS REQUIRED BY THE CONTRACT DOCUMENTS), ADMINISTER, COORDINATE, INSPECT, CONSTRUCT AND INSTALL THE PROJECT WITHIN THE CONTRACT TIME. THE DOLLAR AMOUNT SHALL INCLUDE, BUT NOT BE LIMITED TO ALL PROFIT, OVERHEAD, ON-SITE AND OFF-SITE CONDITIONS (KNOWN AND UNKNOWN) AND ADMINISTRATIVE COSTS. THE NOT TO EXCEED GUARANTEED MAXIMUM PRICE IS NOT SUBJECT TO INCREASE EXCEPT AS EXPRESSLY ALLOWED.

**Holidays** - Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.

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

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

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

part of the Contract Documents.

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

**Project Manager/Contract Administrator** - The employee of the CITY, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the CITY unless otherwise specified. The Term Project Manager and Contract Administrator are used interchangeably.

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

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

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

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

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

## ARTICLE 2 - GENERAL PROVISIONS

- 2.1 DESIGN/BUILD FIRM hereby agrees to furnish all of the labor, materials, equipment, Work, services and incidentals necessary to complete the Project, in accordance with the Contract Documents, within the Contract Time and for the Not to Exceed Guaranteed Maximum Price.
- 2.2 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM accepts the relationship of trust and confidence established between it and the CITY by this Agreement. The DESIGN/BUILD FIRM warrants and represents to CITY that it will furnish its best skill and judgment in performing the Work and shall always act to



further the interest of the CITY in the expeditious completion of the Project at the lowest cost to the CITY, and in strict accordance with the Contract Documents and prudent and customary construction practices.

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

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

- 3.1 The Project Manager is hereby designated by the CITY as Sylejman Ujkani, Project Manager, whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 1420, Fort Lauderdale, Florida 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authority assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## **ARTICLE 4 - CONTRACT DOCUMENTS**

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

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

DESIGN/BUILD FIRM agrees to complete the Project generally described as (RFP) No. 99, submitted by the DESIGN/BUILD FIRM, to provide design-build services for the NE 25<sup>th</sup> Avenue 24-Inch Force Main Replacement, and NE 38<sup>th</sup> Street 42-Inch FM and NE 19<sup>th</sup> Avenue 24-Inch FM Replacement.

The Work to be accomplished under this Agreement includes, but is not limited to; the design, permitting, and construction of the Force Main Replacements, and all associated restoration, located along Northeast 25<sup>th</sup> Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC), and along Northeast 38<sup>th</sup> Street between Northeast 12<sup>th</sup> Avenue and Repump Station B (located in the CRCC Golf Course; it also requires the installation of 24-inch Force Main along Northeast 50<sup>th</sup> Court, in the City of Fort Lauderdale, including all other aspects of the Project.



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

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

- 5.3.7 The Construction Manager will monitor the cost of the Project, including payment applications and the preparation thereof.
- 5.3.8 The Construction Manager will assist in the preparation of record drawings and shall transmit to the Consultant requests for additional information concerning the design. In addition, the Project Manager shall be copied on these requests for monitoring purposes.
- 5.3.9 The Construction Manager will observe testing, start-up activities, and commissioning of project scope as described in the DCP.
- 5.3.10 The Construction Manager will secure all equipment brochures and warranties from the DESIGN/BUILD FIRM.
- 5.3.11 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.
- 5.4 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide the following services:
  - 5.4.1 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.
  - 5.4.2 Consultant shall design the Project so as to comply with Applicable Laws.
  - 5.4.3 Consultant shall prepare the Plans and Specifications, as well as obtain all required and necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.
  - 5.4.4 Consultant shall also submit the Plans and Specifications to the Owners Representative, with a copy to Project Manager, for his/her review and written approval. Owners Representative shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Owners Representative's approval of the Plans and Specifications shall not constitute acceptance of any design work which does not comply with Applicable Laws, information provided in the DCP, and/or with the terms of this Agreement. Except as provided herein, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Owners Representative shall constitute a representation by the Owners Representative that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM subcontractors and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.



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

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

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

Contract Time. The DESIGN/BUILD FIRM acknowledges that failure to achieve substantial completion will result in substantial damages to the CITY, such as loss of beneficial use and/or occupancy of the Project.

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

**P12383 NE 25<sup>th</sup> Avenue 24-Inch Force Main Replacement**

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Notice to Proceed Date	10 days
Substantial Completion of PROJECT	438
Final Completion of PROJECT	468

**P12384 NE 38<sup>th</sup> Street 42-Inch Force Main and NE 19<sup>th</sup> Avenue 24-Inch Force Main Replacement**

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Notice to Proceed Date	10 Days
Substantial Completion of PROJECT	600
Final Completion of PROJECT	660

**ARTICLE 7 - LIQUIDATED DAMAGES**

- 7.1 If the Work area on CRCC property is not completely restored to Playing Conditions within the first ten (10) calendar day windows of June 3, 2024 through June 12, 2024, and July 29, 2024 through August 7, 2024, or the second ten (10) calendar day windows of June 2, 2025 through June 11, 2025, and July 28, 2025 through August 6, 2025, (as detailed in the DCP documents), then the DBF shall pay liquidated damages in the amount of \$2,500 per day, starting from day eleven (11), until the area is resorted to Playing Conditions and approved by CRCC. If work remains incomplete, and the disturbed areas unrestored, for more than seven (7) additional calendar days beyond the allowed ten (10), then the CITY reserves the right to issue a stop work order and initiate any means necessary to immediately return the disturbed work areas to Playing Conditions, at the expense of the DESIGN/BUILD FIRM. Delays outside that are outside of the specified restricted area are subject to pay the CITY \$500.00 for each and every calendar day that the completion of the Work is delayed beyond the time specified for the overall completion date of the Project, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the DESIGN/BUILD FIRM.
- 7.2 The time frame for liquidated damages shall not commence and thus shall not be



tolled until the Project Manager submits the punch list to the DESIGN/BUILD FIRM.

- 7.3 DESIGN/BUILD FIRM and CITY HEREBY MUTUALLY AGREE AND ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES AMOUNTS SET FORTH HEREIN are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.
- 7.4 The CITY shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the DESIGN/BUILD FIRM the amount of liquidated damages, and if the amount retained by the CITY is insufficient to pay in full such liquidated damages, the DESIGN/BUILD FIRM shall pay all liquidated damages in full. The DESIGN/BUILD FIRM shall be responsible for reimbursing the CITY, in addition to liquidated damages or other damages for delay, for all costs of engineering fees and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the DESIGN/BUILD FIRM whichever is later.
- 7.5 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Agreement or as much thereof as CITY may, in its sole discretion, deem just and reasonable.

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

- 8.1 The Contract Time may only be changed by a written and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.
- 8.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the DESIGN/BUILD FIRM if a claim is made there for as provided in paragraph 8.1. Such delays shall include but not be limited to, acts or neglect by the CITY, or to fires, floods, labor disputes, abnormal weather conditions, or acts of God.
- 8.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article shall not exclude recovery for damages for delay by the DESIGN/BUILD FIRM.

- 8.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with DESIGN/BUILD FIRM shall not give rise to a claim by the DESIGN/BUILD FIRM for damages for increases in material and/or labor costs.

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

- 9.1 The Contract Price is the Not To Exceed Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and the CITY under this Agreement, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by a written and approved Change Order.
- 9.2 The Contract Price for the Project, which is also the Not to Exceed Guaranteed Maximum Price is \$38,597,800. This includes bonds, allowances and material change with the exception of permit fees. The CITY will reimburse actual cost of permit(s) upon submission of paid permit receipts.
- 9.3 In the event that the DESIGN/BUILD FIRM's total approved expenditures for the Project exceed the Not To Exceed Price Guaranteed Maximum Price, the DESIGN/BUILD FIRM shall pay such excess from its own funds. CITY shall not be required to pay any amount that exceeds the Not To Exceed Guaranteed Maximum Price and the DESIGN/BUILD FIRM shall have no claim against the CITY on account thereof.
- 9.4 METHOD OF BILLING AND PAYMENT

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

At a minimum, the requisition for payment shall be accompanied by a completed certification of Work; consent of surety in the applicable amount; list of subcontractors that performed Work during the payment application period being submitted; releases of liens from the DESIGN/BUILD FIRM for the previous period being billed; releases of liens from subcontractors that have performed Work during the previous billing period unless payment for



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

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

9.4.2 CITY agrees that it will pay DESIGN/BUILD FIRM in accordance with the Florida Prompt Payment Act, as provided above.

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

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

9.4.2.3 Payment may be made to CONSULTANT at:

Name: David Mancini & Sons, Inc.

Address: 2601 Wiles Road, Pompano Beach, FL 33073

Telephone #: 954-977-3556

Email Address: dmancininijr@dmsi.co

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

by the DESIGN/BUILD FIRM in performance of the Work.

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



claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM;

- C. Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, subcontractors or subconsultants, or for material or labor;
- D. Damage to another subcontractor, subconsultant, supplier, material, person (as provided for in Florida Statutes, Chapter 713 [2023]), party or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, servants, employees, contractor, consultant, subconsultants, subcontractors, sub-subcontractors, sub-subconsultants, material person and suppliers;
- E. Liquidated damages pursuant to Article 7 herein;
- F. As-built drawings not being in a current and acceptable state.

- 9.8 When the above grounds in 9.7 are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.
- 9.9 If the Project Manager, in his/her reasonable judgment, determines that the portion of the Not To Exceed Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN/BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Not To Exceed Price then remaining unpaid is determined by the Project Manager to be sufficient to so complete the Work.
- 9.10 The making of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.
- 9.11 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. Any warranties that are extended to the CITY beyond the standard warranty are to be in writing with the servicing firm information attached as an Exhibit. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional

costs. The DESIGN/BUILD FIRM's warranty excludes damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

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

- 10.1 Without invalidating the Agreement and without notice to any surety, CITY reserves and shall have the right to make such changes from time to time in the character and quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the Project in a satisfactory manner. The CITY may order additions, deletions or revisions in the Work using agreed upon rates to be included in the Contract Documents and/or Schedule of Values. Upon receipt of a Change Order, the DESIGN/BUILD FIRM shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents.
- 10.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the CITY and DESIGN/BUILD FIRM.

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

- 11.1 The Parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the Project according to the DCP.
- 11.2 The DESIGN/BUILD FIRM will be responsible for securing, with full cooperation of the CITY, all permits for the Project, including without limitation, South Florida Water Management District, Broward County, Army Corps of Engineers and Florida Department of Environmental Protection. The DESIGN/BUILD FIRM shall be fully responsible for any and all other permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses require by federal, state or local laws, rules, and regulations necessary for the prosecution of the Project by DESIGN/BUILD FIRM pursuant to this Agreement shall be secured by the DESIGN/BUILD FIRM and paid for by the CITY. It is the DESIGN/BUILD FIRM's responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed, and for all persons working on the Project for whom a certificate of competency is required.
- 11.3 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees, including, but not limited to, the contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, materials persons, pursuant to Chapter 713, Florida Statutes 2023, and any and all other persons working for it in conjunction with the design and construction of the Project.
- 11.4 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its



contractor, consultant, subcontractors, subconsultants, subsubcontractors, sub-subconsultants, materials persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for contractor, consultant, subcontractors or sub-consultant; and any and all persons for whose acts any of the aforesaid may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and consultant, or CITY and any subcontractor, subconsultant, subsubcontractor, sub-subconsultant, or any other person working either for DESIGN/BUILD FIRM or for any of the aforesaid parties in conjunction with the design and construction of the Project, including, without limitation, any obligation on the part of the CITY to pay or to see the payment of any monies due to any of the afore-stated parties pursuant to this Section.

- 11.5 DESIGN/BUILD FIRM agrees to bind its consultant, subcontractors, and subconsultants to the applicable terms and conditions of this Agreement for the benefit of the CITY.
- 11.6 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, materials, construction and other labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 11.7 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order amongst its employees, consultants, subcontractors and subconsultants at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the work and/or services assigned to him or her.
- 11.8 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project, including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the same to the Project Manager in writing. DESIGN/BUILD FIRM shall cause all its employees, agents, consultant, subcontractors, subconsultants, sub-subconsultants and sub-subcontractors to observe and comply with all Applicable Laws.
- 11.9 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.



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

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

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

- 11.14 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the DESIGN/BUILD FIRM; the CITY reserves the right to approve all suppliers and materials.
- 11.15 The DESIGN/BUILD FIRM shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The DESIGN/BUILD FIRM hereby expressly binds itself to indemnify and save harmless the CITY from all such claims and fees and from any and all suits and actions of every name and description that may be brought against CITY on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said CITY for the infringement of any and all patents or patent rights claimed by any person, firm, corporation or other entity.
- 11.16 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:00 am to 7:00 pm, Monday through Friday. The DESIGN/BUILD FIRM will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the CITY of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the DESIGN/BUILD FIRM shall pay for the additional charges to the CITY with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the DESIGN/BUILD FIRM and no extra payment shall be made to the DESIGN/BUILD FIRM for overtime work. The cost to the DESIGN/BUILD FIRM to reimburse the CITY for overtime inspections is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the DESIGN-BUILD FIRM at the actual rate accrued.

CITY Inspector Hours: 8:00 am to 4:30 pm Overtime: 5:01 pm to 7:59 am

Inspection Overtime Cost: \$173/hr.

- 11.17 DESIGN/BUILD FIRM requests to work during other than regular hours that conform to the standard hours listed in the CITY's Noise Ordinance Section 17-8 (1), must be submitted to the DCP and CITY Project Manager with seven (7) business days in advance of scheduled work. Request shall include the following information:
- Cover page with DESIGN/BUILD FIRM name, project name, and location
  - Description of work to be performed outside of normal work hours
  - Site plan and location map
  - Legal description



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

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

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

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

Building Permit General Info | City of Fort Lauderdale, FL

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

- 11.18 In the event of an emergency affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, DESIGN/BUILD FIRM, without special instruction or authorization from the CITY is obligated to act to prevent threatened damage, injury or loss. DESIGN/BUILD FIRM shall give the Project Manager

prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

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

Upon issuance of a hurricane warning by the National Weather Service, if the DESIGN/BUILD FIRM has not already done so, the DESIGN/BUILD FIRM shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the DESIGN/BUILD FIRM to any additional compensation. DESIGN/BUILD FIRM shall be entitled to request an extension of time for completion of the Work, in accordance with the provision of Article 8 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

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

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

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

The DESIGN/BUILD FIRM further agrees and stipulates, that its right to excuse its



failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a force majeure delay has commenced within 96 hours after such an occurrence. The DESIGN/BUILD FIRM shall use its reasonable efforts to minimize such delays. The DESIGN/BUILD FIRM shall promptly provide an estimate of the anticipated additional time required to complete the Project.

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

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

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

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

DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, DESIGN/BUILD FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BE CORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN/BUILD FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**

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

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

- 14.1 Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of CITY Project Manager and DESIGN/BUILD FIRM Project Manager shall be submitted to the City Manager or his designee and DESIGN/BUILD FIRM's representative for resolution.
- 14.2 All non-technical administrative disputes (such as billing and payment) shall be determined by the Project Manager.
- 14.3 During the pendency of any dispute and after a determination thereof, DESIGN/BUILD FIRM, and CITY shall act in good faith to mitigate any potential damages including using construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, DESIGN/BUILD FIRM shall proceed diligently with performance of this Agreement and CITY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.
- 14.4 In the event a resolution of a dispute under this section cannot be resolved, the issue shall be submitted by the DESIGN/BUILD FIRM to the City Manager or designee, in writing within ten (10) days of the impasse. The notice must state the basis of the dispute and the DESIGN/BUILD FIRM's proposed resolution. The notice given by



the DESIGN/BUILD FIRM must include a written notarized certification that any NTE adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the City Manager or designee. The City Manager's decision shall be final and binding on the Parties subject to mediation and judicial review.

- 14.5 Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

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

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

If such damages and costs exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.

- 15.2 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is



determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause, as set forth in Section 15.3 below.

- 15.3 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon ten (10) business days from the date of DESIGN/BUILD FIRM's receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all Work executed and approved, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and reasonable demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL AND ACCEPTED PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOSS PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.
- 15.4 Upon receipt of Notice of Termination pursuant to Sections 15.1 and 15.2 above, DESIGN/BUILD FIRM shall, at its sole cost and expense (other than demobilization as a result of the Notice of Termination pursuant to Section 15.3 which shall be paid for by the CITY) and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents, whether completed or in process. Compensation shall be withheld until all documents are produced to CITY pursuant to this Article.

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

- 16.1 If the Project should be stopped under any order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD FIRM or of anyone employed by DESIGN/BUILD FIRM, or if the Project Manager should fail to review and approve or state in writing reasons for non-approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM after submittal of a proper and complete requisition for payment, as approved by the Project Manager and in accordance with the Florida Prompt Payment Act, then DESIGN/BUILD FIRM may give

written notice to CITY, of such delay, neglect or default, specifying same. If CITY, within a period of ten (10) business days after such written notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expenses sustained, but excluding any claim for payments for loss profits, indirect, special, consequential or other damages.

#### ARTICLE 17 - NOTICES

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

<p>FOR THE CITY:</p> <p>Project Manager City of Fort Lauderdale 101 NE 3<sup>rd</sup> Avenue Fort Lauderdale, Florida 33301</p> <p>with copies to: City Manager and City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1605 Fort Lauderdale, Florida 33301</p>	<p>FOR THE DESIGN/BUILD FIRM:</p> <p>David Mancini, Jr. Vice President David Mancini and Sons, Inc. 2601 Wiles Road Pompano Beach, FL 33073</p>
---	---

#### ARTICLE 18 – BONDS AND INSURANCE

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

18.1.1 Performance Bond and Payment Bond (Surety)

THE DESIGN/BUILD FIRM shall execute and record in the Public Records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or sub-contractors employment pursuant to the Project. The Payment and Performance Bond shall be with a surety insurer authorized to do business in the state of Florida as surety ("Bond"), in accordance with Sec. 255.05, Florida Statutes, as may be amended or revised, as security for the faithful performance and payment of all of the DESIGN/BUILD FIRM 's obligations under the Contract Documents. The performance and payment bond shall remain in full force



and effect during the Project and 60 days beyond the contract term for close out.

#### 18.2 Insurance Requirements

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

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

The following insurance policies and coverages are required:

##### Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of

DESIGN/BUILD FIRM. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Professional Liability

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

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

Pollution and Remediation Legal Liability (Hazardous Materials)

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

DESIGN/BUILD FIRM Pollution Liability Coverage

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

Hazardous Waste Transportation Coverage

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

Disposal Coverage

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

Crane and Rigging Liability

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



#### Business Automobile Liability

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

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

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

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

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

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

#### Insurance Certificate Requirements

- a) DESIGN/BUILD FIRM shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b) DESIGN/BUILD FIRM shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of DESIGN/BUILD FIRM to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d) In the event the Agreement term or any surviving obligation of DESIGN/BUILD FIRM following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, DESIGN/BUILD FIRM shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the

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

- e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f) The CITY shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g) The CITY shall be granted a Waiver of Subrogation on DESIGN/BUILD FIRM's Workers' Compensation insurance policy.
- h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

Any exclusions or provisions in any insurance policy maintained by the DESIGN/BUILD FIRM that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, DESIGN/BUILD FIRM must provide to the CITY



confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of DESIGN/BUILD FIRM's insurance policies.

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

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

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

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

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

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

## **ARTICLE 19 - SUBSTANTIAL COMPLETION**

- 19.1 When DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, is substantially complete, the DESIGN/BUILD FIRM shall so notify the Project Manager, in writing, and shall prepare for submission to the Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete all Work in accordance with the Contract Documents. The Project Manager, and such other persons as they may deem necessary, shall conduct a joint inspection to determine that the Project (or designated portion thereof) is substantially complete.
- 19.2 The Project Manager will prepare and deliver to the DESIGN/BUILD FIRM a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the Project (or that portion of the Project). DESIGN/BUILD FIRM shall have thirty (30) days to complete the punch list items listed therein required for Final Completion. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager, shall commence on the date of Substantial Completion of the Project (or for that portion of the Project).

## **ARTICLE 20 - FINAL COMPLETION**

- 20.1 When the DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, is finally complete, DESIGN/BUILD FIRM shall notify the Project Manager, in writing, that the Work is complete, and that the DESIGN/BUILD FIRM has satisfied all prerequisites to Final Completion. The DESIGN/BUILD FIRM and the Project Manager and such other persons as they may deem necessary, shall conduct a final inspection. The Project Manager will provide written notice if this inspection reveals that the Work is incomplete, non-conforming or defective. DESIGN/BUILD FIRM shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies and shall notify all Parties that the Project (or designated portion thereof) is finally complete.

Acceptance of Final Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. Warranties required by the Contract Documents and submitted in appropriate form to the Project Manager shall commence on the date of Final Completion of the Project (or for that portion of the Project).

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

- 21.1 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles.
- 21.2 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show DESIGN/BUILD FIRM's approval thereon.
- 21.3 If the Shop Drawings show or indicate departures from the Agreement requirements, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents.



Project Manager shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.

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

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

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

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

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

## **ARTICLE 22 - FIELD ENGINEERING**

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

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

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

22.2.1 The survey will locate and protect control points prior to starting sitework and will preserve all permanent reference points during construction.

22.2.2 No changes or relocations will be made without prior written notice to the Project Manager.



22.2.3 A written report shall be made to the Project Manager when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

22.2.4 The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.

22.2.5 Replacements shall be established based upon original survey control.

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

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

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

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



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

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

- 25.1 The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DESIGN/BUILD FIRM hereby expresses its willingness to enter into this Agreement with the knowledge that the DESIGN/BUILD FIRM's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the DESIGN/BUILD FIRM pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the CITY's liability beyond the limits established in Section 768.28, Florida Statutes (2023); and no claim or award against the CITY shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

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



**PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **ARTICLE 27 - MISCELLANEOUS PROVISIONS**

- 27.1 **OWNERSHIP OF DOCUMENTS:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by DESIGN/BUILD FIRM in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, shall become the property of CITY and shall be delivered by DESIGN/BUILD FIRM to Project Manager within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. If applicable, CITY may withhold payments then due to DESIGN/BUILD FIRM until DESIGN/BUILD FIRM complies with the provisions of this section.
- 27.2 **AUDIT RIGHT AND RETENTION OF RECORDS:** CITY shall have the right to audit the books, records, and accounts of DESIGN/BUILD FIRM that are related to this Project. DESIGN/BUILD TEAM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. DESIGN/BUILD FIRM shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes (2023), or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DESIGN/BUILD FIRM's records, DESIGN/BUILD FIRM shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DESIGN-BUILD FIRM. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.
- 27.3 **ARCHITECT/ENGINEER:** DESIGN/BUILD FIRM shall use the architect/engineer, including subconsultants, identified in the proposal that were a material part of the selection of the DESIGN/BUILD TEAM to provide the services for this Project. DESIGN/BUILD FIRM shall obtain written approval of CITY's Public Works Director prior to changing or modifying the list of subconsultants submitted by the DESIGN/BUILD FIRM. SEE APPENDICES attached hereto and made a part hereof.

- 27.4 **ASSIGNMENT AND PERFORMANCE:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party.
- 27.5 **ONE ORIGINAL AGREEMENT:** This Agreement will be executed in one original.
- 27.6 **ALL PRIOR AGREEMENTS SUPERSEDED:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 27.7 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and of equal dignity herewith.
- 27.8 **INDEPENDENT CONTRACTOR:** DESIGN/BUILD FIRM is an independent contractor under this Agreement. Services provided by DESIGN/BUILD FIRM shall be subject to the supervision of DESIGN/BUILD FIRM. In providing the services, DESIGN/BUILD FIRM or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DESIGN/BUILD FIRM or its agents any authority of any kind to bind CITY in any respect whatsoever.
- 27.9 **THIRD PARTY BENEFICIARIES:** Neither DESIGN/BUILD FIRM or CITY intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 27.10 **WAIVER OF BREACH AND MATERIALITY:** Failure by the CITY or DESIGN/BUILD FIRM to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.
- 27.11 **MATERIAL TERM:** CITY and DESIGN/BUILD FIRM agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof.
- 27.12 **COMPLIANCE WITH LAWS:** DESIGN/BUILD FIRM shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- 27.13 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND**



**AMERICANS WITH DISABILITIES ACT:** DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles 1 and 11 of the Act, and all applicable regulations, guidelines and standards.

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

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

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

- 27.14 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Sec. 287.133, Florida Statutes (2023), a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with the CITY and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section



shall result in cancellation of the CITY purchase and may result in debarment.

27.15 **SEVERANCE:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

27.16 **JOINT PREPARATION:** Preparation of this Agreement has been a joint effort of the CITY and DESIGN/BUILD FIRM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

27.17 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 shall prevail and be given effect.

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

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

27.19 **SCRUTINIZED COMPANIES:** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.



27.20 **PUBLIC RECORDS:**

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

DESIGN/BUILD FIRM shall:

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

27.21 **E-VERIFY**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the DESIGN/BUILD

FIRM and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The DESIGN/BUILD FIRM shall require each of its subcontractors, if any, to provide the DESIGN/BUILD FIRM with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The DESIGN/BUILD FIRM shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the DESIGN/BUILD FIRM, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the DESIGN/BUILD FIRM otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify DESIGN/BUILD FIRM and order the DESIGN/BUILD FIRM to immediately terminate the contract with the subcontractor, and the DESIGN/BUILD FIRM shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the DESIGN/BUILD FIRM may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The DESIGN/BUILD FIRM is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
5. DESIGN/BUILD FIRM shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. DESIGN/BUILD FIRM shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.



NE 25<sup>th</sup> Avenue 24-Inch Force Main Replacement, and  
NE 28<sup>th</sup> Street 42-Inch Force Main and NE 19<sup>th</sup> Avenue  
24-Inch Force Main Replacement  
Design-Build RFP 99  
Project No. P12383 & 12384

CITY


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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By:   
GREG CHAVARRIA  
City Manager

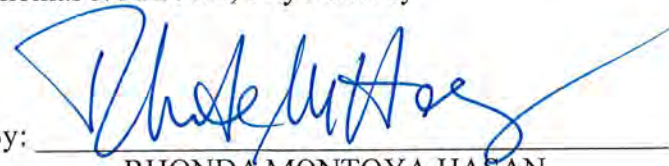
Date: 11/9/23

ATTEST:

By:   
for DAVID R. SOLOMAN  
City Clerk



Approved as to Legal Form and Correctness:  
Thomas J. Ansboro, City Attorney


By:   
RHONDA MONTOYA HASAN  
Assistant City Attorney

NE 25<sup>th</sup> Avenue 24-Inch Force Main Replacement, and  
NE 38<sup>th</sup> Street 42-Inch Force Main and NE 19<sup>th</sup> Avenue  
24-Inch Force Main Replacement.

Design-Build RFP 99  
Project No. P12383 & 12384

**CONTRACTOR**

WITNESSES:

  
\_\_\_\_\_

FABIO ANBARITA

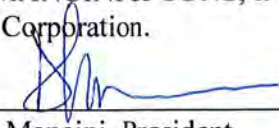
Print Name

  
\_\_\_\_\_

Deirdre Gan

Print Name

DAVID MANCINI & SONS, INC.,  
a Florida Corporation.

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

David Mancini, President


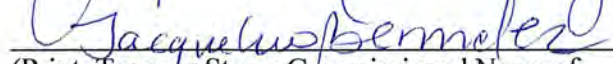
(CORPORATE SEAL)

STATE OF FL:

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 23 day of October, 2023, by \_\_\_\_\_ David Mancini, as  
President, for David Mancini & Sons, Inc., a Florida Corporation.



  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
  
\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: N/A





DAVIMAN-01

HARRISM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2023

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

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

<b>PRODUCER</b> Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	<b>CONTACT NAME:</b> Lori David	
	<b>PHONE (A/C, No, Ext):</b> (407) 998-5581 <b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> Lori.David@ioausa.com	
<b>INSURED</b>  David Mancini & Sons, Inc. 2601 Wiles Rd Pompano Beach, FL 33073	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : LM Insurance Corporation	33600
	INSURER B : Liberty Insurance Corporation	42404
	INSURER C : Liberty Mutual Insurance Company	23043
	INSURER D : Liberty Mutual Fire Insurance Company	23035
	INSURER E : XL Specialty Insurance Company	37885
	INSURER F : Indian Harbor Insurance Company	36940

## COVERAGES

## CERTIFICATE NUMBER:

**APPROVED**

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE CERTIFICATE HOLDER 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 LISTED BELOW IS SUBJECT TO THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	TB5-Z51-292589-033	4/1/2023	4/1/2024	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 EMPLOYEE BENEFIT \$ 2,000,000 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"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> X HIRED Auto Included <input checked="" type="checkbox"/> Non-Owned Auto Incl	X		AS7-Z51-292589-043	4/1/2023	4/1/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		TH7-Z51-292589-063	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2-Z51-292589-053	4/1/2023	4/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Leased/Rented			UM00155954MA23A	4/1/2023	4/1/2024	Ded: \$5,000 525,000
F	<input checked="" type="checkbox"/> Poll&Prof. Liability			PEC005881302	4/1/2023	4/1/2024	Each Claim/Aggregate 2,000,000


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

Event 99 / Project #s P12383 &amp; P12384 NE 25th Avenue 24-Inch Force Main Replacement, and NE 38th Street 42-Inch FM and NE 19th Avenue 24-Inch FM Replacement

The City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are named as an additional insured (LC 04 43 05 12) for on-going and completed operations on a primary & non-contributory basis with respect to the general liability and auto liability (AC 84 07 07 13) as required by written contract. Waiver of subrogation is provided under general liability (LC 04 43 05 12), auto liability (AC 84 07 07 13) and workers compensation (WC 00 03 13) in favor of The City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are named as required by written contract. 30 day notice of cancellation is included except for 10 days for non-payment of premium. Excess Liability is in excess of the General Liability, Auto Liability and Employers SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of Fort Lauderdale 1 East Broward Blvd Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  - A034287

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CAM #25-0539

Exhibit 2

Page 47 of 413



AGENCY CUSTOMER ID: DAVIMAN-01

HARRISM

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America		NAMED INSURED David Mancini & Sons, Inc. 2601 Wiles Rd Pompano Beach, FL 33073	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Liability.  
Certificate Holder is included as loss payee under the installation floater.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

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

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

<b>PRODUCER</b> LassiterWare LLC 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607		<b>CONTACT NAME:</b> Wendy Tyree <b>PHONE (A/C No. Ext.):</b> (800) 845-8437 <b>FAX (A/C No.):</b> (888) 883-8880 <b>E-MAIL ADDRESS:</b> wendyt@lassiterware.com																					
<b>INSURED</b> Chen Moore and Associates, Inc. d/b/a CMA 500 W. Cypress Creek Road Suite 600 Fort Lauderdale FL 33309		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Crum &amp; Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td>INSURER B:</td><td>Travelers Cas Ins Co of Amer</td><td>19046</td></tr><tr><td>INSURER C:</td><td>Travelers Casualty &amp; Surety Co</td><td>19038</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum & Forster Specialty Insurance Co	44520	INSURER B:	Travelers Cas Ins Co of Amer	19046	INSURER C:	Travelers Casualty & Surety Co	19038	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A:	Crum & Forster Specialty Insurance Co	44520																					
INSURER B:	Travelers Cas Ins Co of Amer	19046																					
INSURER C:	Travelers Casualty & Surety Co	19038																					
INSURER D:																							
INSURER E:																							
INSURER F:																							

**APPROVED**

By Matthew Cobb at 11:12 am, Nov 03, 2023

**COVERAGES** **CERTIFICATE NUMBER:** 23-24 Cert

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	Y	EPK142287	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 1,000,000				
	<input type="checkbox"/>	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
	<input checked="" type="checkbox"/>	Contractors Pollution Liability						MED EXP (Any one person)	\$ 5,000				
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000				
	<input type="checkbox"/>	POLICY						<input checked="" type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	OTHER:							\$				
B	AUTOMOBILE LIABILITY		Y	Y	BA2W1500872247G	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$				
	<input type="checkbox"/>	OWNED AUTOS ONLY						<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY						<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$		
	<input type="checkbox"/>							<input type="checkbox"/>	AUTOS ONLY	PIP-Basic	\$ 10,000		
A	<input type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	EFX121958	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 5,000,000				
	<input checked="" type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 5,000,000				
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$					\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	Y	UB2W148891	12/16/2022	12/16/2023	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
A	Professional Liability (Claims-Made) Limits included with General Liability				EPK142287	01/01/2023	01/01/2024	Each Claim	\$1,000,000				
								Aggregate	\$2,000,000				

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

Re: Event 99 / Project #s P12383 &amp; P12384 NE 25th Avenue 24-Inch Force Main Replacement and NE 38th Street 42-Inch FM and NE 19th Avenue 24-Inch FM Replacement

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY LassiterWare LLC		NAMED INSURED Chen Moore & Associates, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

\*Excess Liability extends over the underlying General Liability, Contractors Pollution Liability, Automobile Liability, Professional Liability and Workers' Compensation per the terms and conditions of the policies.

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:**

**30**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a



## COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".



**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who**
2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

**POLICY NUMBER: UB-2W148891-22-47-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: UB-2W148891-22-47-G

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :



**INSTR # 119190408**

Recorded 10/25/23 at 01:07 PM

Broward County Commission

3 Page(s)

#1

**SURETY BOND**

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

THIS IS A SURETY BOND given by David Mancini & Sons, Inc. the "Contractor" as principal, referred to in this Bond as "Contractor" and Travelers Casualty and Surety Company of America 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"), in the sum of \$38,597,800.00 (THIRTY-EIGHT MILLION, FIVE HUNDRED NINETY-SEVEN THOUSAND, EIGHT HUNDRED DOLLARS AND ZERO CENTS) 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.: 107910727

Contractor Name, Address, Telephone: David Mancini & Sons, Inc.  
2601 Wiles Road  
Pompano Beach, FL 33073  
Telephone: (954) 977-3556

Surety Company, Address, Telephone: Travelers Casualty and Surety Company of America  
One Tower Sq.  
Hartford, CT 06183  
248-312-7953

City Project No./Bid No.: Project No. 12383 and 12384 / RFP No. 99

Name of Project: NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

Project Location: City of Fort Lauderdale

Legal Description and Street Address: along Northeast 25th Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC), and along Northeast 38th Street between Northeast 12th Avenue and Repump Station B (located in the CRCC Golf Course; it also requires the installation of 24-inch Force Main along Northeast 50th Court, in the City of Fort Lauderdale

Description of Work: the design, permitting, and construction of the Force Main Replacements, and all associated restoration

"Contractor" is bound by an instrument in writing dated the 17th day of OCTOBER, 2023, 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.

SB-1

255.05 Bond Form, Rev. 10/21/05





Notice required by Section 255.05(6), Florida Statutes (2023): "This bond is given to comply with Section 255.05 Florida Statutes (2023), 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 (2023)."

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 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 (2023), 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 twenty-five percent (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 24th day of October, 2023.

Signed, sealed and delivered  
In the presence of:

(Witness) Signature

Rebecca Pickersgill  
(Witness) Print Name

(Witness) Signature

Connor Bales  
(Witness) Print Name

CONTRACTOR: David Mancini and Sons, Inc.

(Signature)

David Mancini  
Print Name and Title

SURETY: Travelers Casualty and Surety Company of America

(Signature)  
Local Agent

Angelo G. Zervos and Attorney-in-Fact  
Print Name and Title

SB-2

255.05 Bond Form, Rev. 10/21/05





**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Angelo G Zervos of SOUTHFIELD, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



*Anna P. Nowik*

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of October, 2023



*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln. The letter is written in a formal, dignified style, and it is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln.

2. The second part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln. The letter is written in a formal, dignified style, and it is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln.

3. The third part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln. The letter is written in a formal, dignified style, and it is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln.

4. The fourth part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln. The letter is written in a formal, dignified style, and it is a very important document, as it is the first official communication from the President to the Congress since the inauguration of Abraham Lincoln.





## Event # 99-6

**Name:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Design Build Firm (DBF), to provide design-build services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

This project is located along Northeast 25th Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC), and along Northeast 38th Street between Northeast 12th Avenue and Repump Station B (located in the CRCC Golf Course; it also requires the installation of 24-inch Force Main along Northeast 50th Court, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the design, permitting, and construction of the Force Main Replacements, and all associated restoration.

**Pre-Proposal Meeting:** There will be a [virtual] pre-proposal conference on June 5, 2023, at 10:00 a.m., local time. This meeting will be held through a "MS Teams" Meeting Platform.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
Click here to join the meeting  
Meeting ID: 222 402 394 285  
Passcode: XaLJ9g  
Download Teams | Join on the web  
Or call in (audio only)  
+1 954-686-7296,,656877634# United States, Fort Lauderdale  
Phone Conference ID: 656 877 634#  
Find a local number | Reset PIN

This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.  
[Learn More | Meeting options](#)

**Licensing Requirements:** Possession of a Certified Underground Contractor (CUC) or a Certified General Contractor (CGC) is required for this Project. Additionally, the Proposer's Engineer shall be licensed as a Professional Engineer in the State of Florida and shall maintain licensure for the duration of the Design-Build Contract.

**Minimum Qualifications:** The Contractor shall have previous experience in constructing force main pipe installation and testing within the last ten (10) years. Bidder shall submit proof of permitting and construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

**Buyer:** Turner, Paulette

**Status:** Pending Award

**Event Type:** RFP

**Currency:** USD

## Event # 99-6: NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 6

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

### Event Dates

**Preview:**

**Open:** 05/26/2023 12:30:00 PM

**Close:** 07/12/2023 02:00:00 PM

**Q & A Open:** 05/26/2023 12:30:00 PM

**Q & A Close:** 06/20/2023 05:00:00 PM

**Dispute Close:**

### Questions

Question	Response Type	Attachment
Did you sign and attach all the required forms?	Yes No	Event 99 - Required Forms.pdf

### Attachments

Name	Description	Attachment
Exhibits P12383	P12383 NE 25th Avenue 24 Inch Force Main Replacements.	Exhibits Project # P12383 NE 25th Ave 24-inch FM Replacement Project_1.pdf
Exhibits P12384	P12384 - NE 38TH ST 42-INCH FM AND NE 19TH AVE 24-INCH FM REPLACEMENTS	Exhibits Project# P12384 NE 38TH STREET AND NE 19TH AVE 24-INCH FM REPLACEMENTS_1.pdf
Event 99 Solicitation	Event 99 Solicitation	Event 99 Solicitation Document.pdf
Event 99 Draft Agreement	Event 99 - Draft Agreement	Event 99 Draft Agreement.pdf
Addendum 1	Link to Microsoft Teams Meeting on June 5, 2023 @ 10:00 AM	Addendum 1.pdf
Addendum 2	Adds Exhibits C-M for P12384 - NE 38th Street	Addendum 2.pdf
P12384 Exhibits C-E	Additional Exhibits for P12384	NE 38TH STREET DCP_06012023_Exhibit C-E.pdf
P12384 Exhibits F-M	Additional Exhibits for P12384	NE 38TH STREET DCP_06012023_Exhibit F-M.pdf



## Event # 99-6: NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

Name	Description	Attachment
Addendum 3		Addendum 3.pdf
Section 7 - Price Proposal Forms	Updated Price Proposal Forms	Bid Form - Section 7_ Addendum3.pdf
Addendum 4	Addendum 4 Provides response to question.	Addendum 4.pdf
Addendum 5	Adds updated Pricing Form and Drawings	Addendum 5.pdf

### Contacts

Name	Email Address
Paulette Turner	PTurner@fortlauderdale.gov

### Commodity Codes

Commodity Code	Description
906-25	Design Build Services
913-56	Construction, Utility/Underground Projects
913-89	Maintenance and Repair, Utility/Underground Projects

### Line Details

#### Line 1: Design Build - P12383

**Description:** RFP Design Build - P12383; NE 25th Ave 24-Inch Force Main Replacement

**Item:** PROJECT # P12383 NE 25th Ave 24-Inch Force Main Replacement

**Long Item Description:** NE 25th Ave 24-Inch Force Main Replacement

**Commodity Code:** 913-89 Maintenance and Repair, Utility/Underground Projects

**Quantity:** 1.0000

**Unit of Measure:** EA

Event # 99-6: NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

---

**Requested Delivery Date:** 11/29/2023

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

Line 2: RFP Design Build

---

**Description:** RFP Design Build - P12384; NE 25th Ave 24-Inch Force Main Replacement

**Item:** PROJECT # P12384    NE 19th Ave 24-Inch FM Replacement.

**Long Item Description:** NE 19th Ave 24-Inch FM Replacement.

**Commodity Code:** 906-25    Design Build Services

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

**Requested Delivery Date:** 09/29/2023

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No



## Design-Build Request for Proposals

### **RFP # 99**

NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

Pursuant to FL Stat Section 287.057

## **City of Fort Lauderdale**



**SYLEJMAN UJKANI  
PROGRAM MANAGER**

**PAULETTE HEMMINGS TURNER  
SENIOR PROCUREMENT SPECIALIST  
Telephone: (954) 828-5139 E-mail: [PT@fortlauderdale.gov](mailto:PT@fortlauderdale.gov)**

## SECTION 1 INTRODUCTION

### 1.1 Purpose

The City of Fort Lauderdale, FL ("City") has issued this Request for Proposal (RFP) to solicit competitive proposals from one single entity ("Firm" or "Proposer" or "Design-Build Firm (DBF)") responsible for the design, permitting, construction, testing and startup of Project P12383 NE 25th Ave 24-Inch Force Main Replacement, AND Project P12384 NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement. The work to be accomplished under this contract includes, but is not limited to; the design, permitting, and construction of the Force Main Replacements, and all associated restoration, located along Northeast 25<sup>th</sup> Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC), and along Northeast 38<sup>th</sup> Street between Northeast 12<sup>th</sup> Avenue and Repump Station B (located in the CRCC Golf Course; it also requires the installation of 24-inch Force Main along Northeast 50<sup>th</sup> Court, in the City of Fort Lauderdale, including all other aspects of the Project to fulfill the intent of the Project as described in the Design Criteria Package and all supporting documents. Design-Build Firms which are interested in submitting proposals in response to this RFP shall comply with Section IV - Submittal Requirements.

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

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

### 1.2 Online strategic sourcing platform

The City uses the City's online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. Proposers are strongly encouraged to read the various vendor guides and tutorials available in the City's online strategic sourcing platform well in advance of their intention of submitting a response to ensure familiarity with the use of the City's online strategic sourcing platform. The City shall not be responsible for a proposer's inability to submit a response by the submission deadline date and time for any reason, including issues arising from the use of the City's online strategic sourcing platform. There is no charge to register and download the RFP from the City's online strategic sourcing platform and to participate in the solicitation, nor will any fees be charged to the awarded DBF.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through the City's online strategic sourcing platform no later than the time and date specified in this solicitation. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED.**



**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

**1.3 Electronic Bid Openings**

This solicitation will be opened electronically via the City's online strategic sourcing platform at the date and time indicated in the solicitation. Once the Procurement Specialist opens the solicitation, the bid tabulations, (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

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

**1.4 Pre-Proposal Meeting/Site visit:**

There will be a [virtual] pre-proposal conference on June 5, 2023, at 10:00 a.m., local time. This meeting will be held through a "MS Teams" Meeting Platform.

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

**1.5 Point of Contact**

**City of Fort Lauderdale, Procurement Services Division**  
**Attn: Paulette Hemmings Turner, Senior Procurement Specialist**  
**100 N. Andrews Avenue, 6<sup>th</sup> Floor**  
**Fort Lauderdale, FL 33301**  
**Telephone: (954) 828-5139**  
**E-mail: PTurner@fortlauderdale.gov**

**1.6 Compliance and Legal Conditions**

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

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

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

**1.7 Concerning Sub-Contractors, Suppliers, and Others**

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

**1.8 Personal Investigation**

Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the DBF from any risk or from fulfilling all terms of the contract.

**1.9 Design Criteria Package**

This Project consists of a design criteria package, P12383 - Drawing No. 4-143-96 consisting of 57 sheets and P12384 - Drawing No 4-143-97 consisting of 19 sheets and may be obtained **free of charge** at the City's online strategic sourcing platform.

**1.10 Audit of Contractor's Records**

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

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

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

**1.11 Reservation for Award and Rejection of Bids**

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



required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

#### **1.12 Lobbyist Ordinance**

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

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

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

#### **1.14 Prohibition Against Contracting with Scrutinized Companies**

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

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

#### **1.15 Inconsistencies**

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



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

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

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

Each proposal and its accompanying statements must be submitted electronically, in good order with all forms and blanks completed. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

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

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

#### **1.19 Additional Items or Services**

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

#### **1.20 Deletion or Modification of Services**

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

If the DBF and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, the DBF will submit a request for a Change Order and a revised budget to the City for approval prior to proceeding with the work.



### **1.21 Rejection of Proposals**

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

### **1.22 Bid Protest Procedure**

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

The complete protest ordinance may be found on the City's website at the following link: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

### **1.23 Local Business Preference – N/A**

### **1.24 Disadvantaged Business Enterprise Preference – N/A**

### **1.25 Resolution of Disputes**

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

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

1.25.2 During the pendency of any dispute and after a determination thereof, Consultant and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and

alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Consultant shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

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

#### **1.26 Withdrawals**

Any proposer may, without prejudice to him/herself, withdraw his/her proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

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



## SECTION 2 GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GC - 03 - SUBSTITUTIONS** - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To



be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the

Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

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

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

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

**GC - 06 - SUB-CONTRACTOR** - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after



official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-

contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

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

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

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

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

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



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

part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

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

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

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

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

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

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

**GC - 13 - SAFEGUARDING MARKS** - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of

having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others



in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

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

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

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

**GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS** - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

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



Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the

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

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

**Telephone Number:** (954) 828-5002

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

**E-mail:** [prcontract@fortlauderdale.gov](mailto:prcontract@fortlauderdale.gov)

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for



the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

## SECTION 3 SPECIAL CONDITIONS

### 3.1 Definitions

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

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

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

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

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

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

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

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

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

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



**Notice to Proceed** – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

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

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

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

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

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

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

### **3.2 Responsiveness**

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

### **3.3 Responsibility**

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

### **3.4 Sub-Consultants**

A Sub-Consultant is an individual or firm contracted by the DBF to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through DBF and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. DBF must clearly reflect in its proposal, the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of successful DBFs or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful DBF, and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract.

Neither successful DBF nor any of its Sub-Consultants is considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

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

### **3.5 Contract Term**

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

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

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

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

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

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

### **3.6 Unauthorized Work**

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

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

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by



any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

### 3.8 News Releases/Publicity

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

### 3.9 Proposal Bond

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

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

- i. The City's online strategic sourcing platform allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact [REDACTED].
- ii. If bid bonds are not submitted via Surety 2000, Bidders may upload their original executed proposal bond on the City's online strategic sourcing platform to accompany their electronic proposal, and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated. Proposal bond shall be written by a surety insurer authorized to do business in the State of Florida as surety, in accordance with Section 255.05, Florida Statutes. An insufficient proposal bond surety shall automatically constitute a failure on the part of the proposer and shall be grounds for rejection of your bid.



- 3) Bidders can **mail** their proposal bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope. NOTE: Bond must be received in Procurement and time stamped before bid opening.

It will be the sole responsibility of the proposer to ensure that its proposal is submitted prior to the proposal opening date and time listed. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

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

Following the full execution of a contract for the work solicited in this RFP and the successful proposer's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful proposer's bid will be refunded to the successful proposer, or in the event bid security was provided by a bond, the bond accompanying the successful proposer's bid will be returned to the successful proposer. In the event the successful proposer fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the City provides notice to the successful proposer to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale.

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

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

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

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

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

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



consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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

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

### **3.12 Insurance Requirements**

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

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

The following insurance policies and coverages are required:

#### Commercial General Liability

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

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

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

#### Professional Liability

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

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

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

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

##### Contractors Pollution Liability Coverage

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

##### Hazardous Waste Transportation Coverage

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

##### Disposal Coverage

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

#### Crane and Rigging Liability

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



#### Business Automobile Liability

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

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

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

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

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

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

#### Insurance Certificate Requirements

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

- h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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



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

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

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

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

### **3.14 Invoices/Payment**

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

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

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

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

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

### **3.15 Periodic Estimate for Partial Payment**

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

### 3.16 Related Expenses/Travel Expenses

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

3.17 The City Shall make payment to the Contractor by check.

### 3.18 Price Proposal

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

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

### 3.19 Bid Allowance/Reimbursable

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

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

Allowance	\$
Permit Fee	600,000.00
P12383 Owners Contingency	632,500.00
P12384 Owners Contingency	1,460,300.00
TOTAL	2,692,800.00

### 3.20 CONTRACT TIME

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 10 calendar days of the date of the Notice to Proceed.

The Work for project **P12383** shall be Substantially Completed within **438** calendar days. The Work for project **P12384** shall be Substantially Completed within **600** calendar days; after the date when the Contract Time commences to run as provided in the Notice to



Proceed. See DCP document for certain portion of work that needs to be completed within specific timeframe: 1. Scope of Work, section 2).

The Work for project **P12383** shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **468** calendar days. The Work for project **P12384** shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **660** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

### **3.22 City Project Manager**

The Project Manager is hereby designated by the City as, Sylejman Ujkani. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the work in accordance with this Agreement.

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

### **3.23 Liquidated Damages**

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

If the work area on CRCC property is not completely restored to Playing Conditions within the first or second, ten (10) calendar day work window, then the DBF shall pay liquidated damages in the amount of \$2,500 per day, starting from day eleven (11), until the area is resorted to Playing Conditions and approved by CRCC. If work remains incomplete, and the disturbed areas unrestored, for more than seven (7) additional calendar days beyond the allowed ten (10), then the City reserves the right to issue a stop work order and initiate any means necessary to immediately return the disturbed work areas to Playing Conditions, at the expense of the DBF. Delays outside that are outside of the specified restricted area are subject to pay the city the Sum of \$500.00 for each and every calendar day that the completion of the Work is delayed beyond the time specified for the overall completion date of the project, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the contractor.

The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DBF. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use of the Project. 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 City as consequence of such delay. If there is any discrepancy between this language and the language contained in the DCP, the language in this paragraph shall prevail.



### **3.24 Public Entity Crimes**

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

### **3.25 Subcontractors**

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

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

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

### **3.26 Work Schedule**

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

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

### **3.27 Contract**

The proposer to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the proposer to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder



who is reliable, responsible, and responsive in the opinion of the City, and that proposer shall fulfill every stipulation and obligation as if such proposer were the original party to whom award was made.

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

## SECTION 4 SCOPE OF WORK

### P12383 - 25<sup>th</sup> Avenue Force Mains

#### 4.1 Scope of Work

Paragraph 6(e) of Consent Order (CO) Number 16-1487 requires the replacement of approximately 5,820 linear-feet of 24-inch-diameter cast-iron sanitary sewer force main along Northeast 25<sup>th</sup> Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC) by September 30, 2026. The City of Fort Lauderdale (CITY) has elected to move forward with this project via a design-build project delivery approach.

The CITY has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design- Build Firm (DBF) for the design, permitting, and construction of the Northeast 25<sup>th</sup> Avenue Force Main Replacement (Project) complete with all tie-ins and fully restored to existing or better conditions. Included in the scope of work are design, permitting, construction, maintenance of traffic (MOT), dewatering, construction management services, as well as inspection, construction certification, and all associated work delineated herein or determined by the DBF as required to meet the Project intent. The RFP Documents, including the Design Criteria Package (DCP), Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the Contract. The DBF shall be responsible for design, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, MOT, and all other related work or services. This DCP sets forth minimum requirements for execution of the work regarding design, construction, and maintenance of traffic during construction, including requirements relative to project management and scheduling and coordination with other agencies and entities such as the state, county, local government, environmental permitting agencies, and the public. Exhibit B includes technical specifications that describe the material quality standards and performance criteria for this Project. Exhibit C includes conceptual layouts that illustrate the Project intent and existing utility information. These conceptual layouts are provided to convey sufficient information to allow the Respondent to prepare a response to the CITY's RFP. Exhibit D provides relevant information from geotechnical investigation. Exhibit E provides relevant information from a topographic survey, which includes identification of right-of-way, easement requirements, and legal description of properties. The overall length of the force main, connections with existing utilities, and the exact tie-in locations shall be confirmed as part of the scope of this design-build project. The selected DBF will be required to retain full responsibility for design, permitting, and construction of all aspects of the Project. The DBF shall develop a detailed project design based on the criteria set forth in this document and construct the work in accordance with the requirements set forth in this document and applicable permits procured for the Project by the DBF. The Project includes the design, permitting, construction, testing, and startup of:



- 1) A new force main along Northeast 25<sup>th</sup> Avenue, with a minimum nominal internal diameter (ID min.) of 24 inches, utilizing high-density polyethylene (HDPE) pipe [referred to as 30-inch HDPE DR 11/200 PSI on the Contract Drawings], using a combination of open-cut trenching and horizontal directional drilling (HDD) installation methods to replace the existing cast-iron force main.
  - a) The segment of force main on Northeast 25<sup>th</sup> Avenue, from East Commercial Boulevard, south to Northeast 47<sup>th</sup> Street, shall be installed utilizing the open cut method.
  - b) The segment of force main from Northeast 47<sup>th</sup> Street, south to the access road into CRCC (roughly located at the bend where Northeast 25<sup>th</sup> Avenue becomes Northeast 40<sup>th</sup> Street), shall be installed utilizing HDD methods.
  - c) Select, procure, and install new isolation plug valves and necessary piping near intersections of Northeast 25<sup>th</sup> Avenue and Northeast 49<sup>th</sup> Street, Northeast 25<sup>th</sup> Avenue and Northeast 48<sup>th</sup> Lane to replace existing inoperable valves and provide isolation (line stop) and flow bypass in order to perform required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for isolation from service pressure.
  - d) Connections: Connect new proposed 24-inch force main to existing 18-inch cast-iron force main on Northeast 25<sup>th</sup> Avenue just south of FDOT right-of-way (ROW) on E. Commercial Blvd.
  - e) Interconnect new proposed 24-inch force main on Northeast 25<sup>th</sup> Avenue to existing 14-inch-diameter cast-iron force main and existing 16-inch-diameter ductile iron force main that extend east along Northeast 49<sup>th</sup> Street.
  - f) Interconnect new proposed 24-inch force main on Northeast 25<sup>th</sup> Avenue to existing 8-inch-diameter cast-iron force main that extends west along 48<sup>th</sup> Lane.
- 2) The segment of force main crossing CRCC property, from the access easement entering into CRCC property to the City's property located within the CRCC boundaries, shall be installed by open cut method and must be completed and all disturbed areas fully restored to golf course "Playing Conditions" within ten (10) calendar days of commencement of the work on CRCC property as shown in Table 1. If work on CRCC property cannot be completed and restored to Playing Conditions in ten days, as deemed acceptable by the CRCC operators, the DBF Contractor shall temporarily restore all disturbed areas on CRCC's land to Playing Conditions, as deemed acceptable by the CRCC operators, and relocate all equipment and materials to other areas of the project until a second, ten (10) day work period becomes available (see table below). All work required on CRCC property shall be completed within these two (2), ten-day periods, as the CRCC will not allow any further disturbance to their golf course beyond these allowable



timeframes. If work extends beyond the two allowable work periods, liquidated damages will be assessed for each day work continues beyond the allowable timeframes. "Playing Conditions" shall be defined as matching existing, pre-construction golf course conditions, and as further clarified by the operators of CRCC during a site-specific, pre-construction coordination meeting, to be held in advance of commencing work on CRCC property. Due to the specialized nature of the fine-slope grading and specialized materials used on golf courses, restoration of CRCC property will require close coordination with the CRCC, as well as the use of their selected landscape and grounds maintenance contractor of choice.

- 3) The following timeframes are the ONLY dates allowed for work crossing the CRCC golf course property. Depending on the DBF team's date of NTP and ability to start work expeditiously, work may only be performed during one calendar year's available work window. All work required, must be completed within one or two 10-day windows, either in calendar year 2024 or 2025:

Table 1 – 10-Day Windows for Work On Golf Course:

Calendar Year 2024	Calendar Year 2025
June 3 - June 12	June 2 - June 11
July 29 - August 7	July 28 - August 6

- 4) At Repump Station B (on City property located within the CRCC boundaries – not subject to the liquidated damages previously mentioned for work on CRCC property), the new 24-inch force main shall be connected to the manifolded suction header piping that is generally routed around the outside of the pump station. The work to connect the new force main includes, but is not limited to, hot tapping of the existing 30-inch-diameter header and installation of an isolation plug valve. The gate valve used for tapping shall be abandoned in the open position when the new force main is placed into service. The existing 24-inch-diameter cast-iron main shall be capped as close to the manifolded header as feasible. The work as part of this task includes, but is not limited to, performing a line stop on the 24-inch-diameter main, cutting the pipe and installing a blind flange restrained using a flange adaptor (or approved equal approach), and bypassing the flow from the existing 24-inch-diameter force main to make the connection. The work as part of this task will require installation of pipeline restraints (i.e. concrete thrust blocks, restrained joints or equivalent) to prevent separation of upstream joints after the pipe is cut and capped.
- 5) Work of this project must be coordinated in a phased approach with City Project 12384 Northeast 38<sup>th</sup> Street 42-Inch FM and Northeast 19<sup>th</sup> Avenue 24-Inch FM Replacement.



#### **4.1.1 PROJECT REQUIREMENTS**

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

#### **4.1.2 Design and Construction Criteria**

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

- 1) Completion of engineering design plans for construction. Final plans must include emergency contact information as required by the CITY.
- 2) The procurement of all permits required for construction and the placement of the pipelines in service from local, state, and federal agencies, including but not limited to, the Florida Department of Transportation, the South Florida Water Management District, Broward County Traffic Operations, Broward County Environmental Protection and Growth Management Department, and the CITY. The DBF shall develop strategies, and identify primary issues, possible testing requirements, and timing.
- 3) Construction in heavily trafficked areas and how to maintain access to residences during construction.
- 4) Appropriate Quality Control/Quality Assurance procedures.
- 5) The development of final record drawings (as-builts), including the collection of data in a format that allows as-built information to readily be uploaded into the City's asset management software systems (e.g., Cityworks and ArcGIS).
- 6) Coordination with CRCC Golf Course and adherence to their strict timeframes for allowing work to impact the golf course.

#### **4.1.3 Detailed Description**

The technical proposal should demonstrate an understanding of the following design issues:

- 1) HDD for pipe installation, risks, and risk mitigation measures
- 2) Open-cut excavation and backfill for pipe installation
- 3) Connection of new pipe to existing, in-service utilities

- 4) Dewatering activities during construction
- 5) Maintenance of traffic
- 6) Preservation of access to private properties during construction
- 7) Adjustment of existing utilities, as necessary

#### **4.1.4 Governing Regulations**

The services provided by the DBF shall be in compliance with all applicable CITY ordinances, rules and requirements, Occupational Safety and Health Administration (OSHA) Guidelines, South Florida Water Management District Manuals and Guidelines, as well as FDEP and Broward County Environmental Protection and Growth Management Department, regulations and guidelines. In general, the most recent editions of the following documents shall be utilized for this Project (*this is not intended to be an exhaustive listing of all applicable guidelines*):

- 1) South Florida Water Management District Volume V – Permit Information Manual, Criteria Manual for the Use of Works by the District
- 2) Broward County Environmental Protection Department – A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application
- 3) OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA)
- 4) OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA).
- 5) Florida Building Code
- 6) Federal Highway Administration – Manual on Uniform Traffic Control Devices

#### **4.1.5 SERVICES AND MATERIALS PROVIDED BY THE CITY**

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

Design review services:

- 1) Provide clarifications of the DCP and respond to DCP-related Requests for Information
- 2) Construction Project Administrator, if/as deemed necessary by the City



- 3) Submittals and shop drawing review
- 4) Construction observation and inspections for CITY, if/as deemed necessary by the City

#### **4.1.6 EXISTING UNDERGROUND UTILITY INFORMATION**

Limited information on existing underground utilities within the vicinity of the Project area is available. Topographic survey of the force main route, which identified above ground and underground utilities with above ground markings to the extent possible within the public right-of-way, meeting the requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17 F.A.C., is included as part of Exhibit E. Available Sunshine 811 Design Ticket information is included in Exhibit F.

#### **4.1.7 PERMIT REQUIREMENTS**

It shall be the DBF's responsibility to secure all permits required to initiate and complete the work under this Contract. The DBF shall be responsible for all applicable permit fees and adhere to all requirements of the applicable permits before, during, and after construction. Refer to Technical Specifications Section 6.0 Permit Requirements in Exhibit B for additional information.

#### **4.1.8 CITY CADD STANDARDS AND STANDARD DETAILS**

All design drawings prepared under this Project shall comply with the latest CITY document titled "City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings" (hereinafter CADD Standards) in effect at the time of contract execution. A copy of the CITY CADD Standards is included in Exhibit G.

All design drawings shall also comply with the CITY Standard Details provided in Exhibit H.

#### **4.1.9 CONSENT ORDER**

This Project is an FDEP Consent Order mandated project. All deadlines for project completion must be strictly adhered to. A copy is included in Exhibit I.

#### **4.1.10 RECORD DRAWINGS**

Existing record drawing information is provided in Exhibit J for informational purposes only. The CITY makes no guarantees, either expressed or implied, as to their accuracy and completeness.

#### 4.1.11 PROVISIONS FOR UTILITIES, STAGING, AND PARKING

The DBF shall pay for all utilities needed for the performance of the Project. DBF shall be responsible for coordinating with the CITY for parking and staging arrangements within CITY properties and ensure that the area remains free of garbage, trash, and litter.

#### 4.1.12 PROJECT MEETINGS

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

Following the written Notice to Proceed, the DBF shall coordinate with the CITY to hold a preconstruction meeting. All following meetings shall likewise be organized by the DBF upon instruction from the CITY.

#### 4.1.13 CONSTRUCTION DURATION

The selected DBF is expected to complete the Project as expeditiously as possible. At minimum, the selected DBF must adhere to the following schedule as set by the CITY:

**Table 2. Project Schedule P12383 - 25<sup>th</sup> Avenue Force Mains**

<b>MILESTONE</b>	<b>CALENDAR DAYS FROM NOTICE TO PROCEED</b>
Substantial Completion of the Project	438
Final Completion of the Project	468

These timeframes are for the overall project completion. Specific portions of work shall be completed within the respective timeframes mentioned in other sections of this document.

<sup>2</sup>Per FDEP Consent Order requirements, all work must be completed (including any change order work) before September 2026 – regardless of the DBF's date of NTP or any other timeframes mentioned herein.

Failure to meet milestones on the above schedule, as well as intermediate milestones related to work on CRCC property, will result in liquidated damages to be paid by the selected DBF, as described in the CITY's general conditions.



The selected DBF is responsible for obtaining all permits needed for the Project. The procurement of permits is critical for the completion of the Project and needs to be taken into account by the selected DBF.

## **P12384 – NE 38<sup>th</sup> Street Force Mains**

### **4.2 SCOPE OF WORK**

Paragraph 6(e) of Consent Order (CO) Number 16-1487 requires the replacement of approximately 700 linear feet (LF) of 20-inch-diameter force main (FM) and 7,200 LF of FM with a minimum nominal internal diameter (IDmin) of 42 inches along Northeast (NE) 38<sup>th</sup> Street (St.) between NE 12<sup>th</sup> Avenue (Ave.) and Repump Station B (located in the Coral Ridge Country Club [CRCC] Golf Course). It also requires the installation of 3,750 LF of new 24-inch-diameter FM along NE 50<sup>th</sup> Court (Ct.) by September 30, 2026. The City of Fort Lauderdale (CITY) has elected to move forward with this project via a design-build project delivery approach.

The CITY has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design-Build Firm (DBF) for the design, permitting, and construction of the project, complete with all tie-ins and fully restored to existing or better conditions. Included in the scope of work are design, permitting, construction, maintenance of traffic (MOT), dewatering, construction management services, inspection, construction certification, and all associated work delineated herein or determined by the DBF as required to meet the project intent.

The RFP Documents, including this Design Criteria Package (DCP), Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the contract. The DBF shall be responsible for design, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, MOT, and all other related work or services. This DCP sets forth minimum requirements for execution of the design, construction, and MOT during construction, including requirements relative to project management and scheduling and coordination with other agencies and entities such as the state, county, local government, environmental permitting agencies, and the public.

Exhibit B includes technical specifications that describe the material quality standards and performance criteria for this project. Exhibit C includes conceptual layouts that illustrate the project intent and existing utility information. These conceptual layouts are provided to convey sufficient information to allow the Respondent to prepare a response to the CITY's RFP. Exhibit D provides relevant information from geotechnical investigation. Exhibit E provides relevant information from a topographic survey. The overall length of the FM, connections with existing utilities, and the exact tie-in locations shall be confirmed as part of the scope of this

design-build project. The selected DBF will be required to retain full responsibility for design, permitting, and construction of all aspects of the project. The DBF shall develop a detailed project design based on the criteria set forth in this document and construct the work in accordance with the requirements set forth in this document and applicable permits procured for the project by the DBF. The project includes the design, permitting, construction, testing, and startup of:

- 1) 700 LF of a new 20-inch-diameter FM along NE 38<sup>th</sup> St. between NE 12<sup>th</sup> Ave. and NE 13<sup>th</sup> Ave. 70 LF shall be installed by open-cut and 630 LF by horizontal directional drilling (HDD).
- 2) Connections: Connect the west end of the proposed FM to the existing 20-inch cast iron pipe (CIP) FM located between North Dixie Highway and NE 12<sup>th</sup> Ave. Connect the east end of the proposed FM to the existing 20-inch CIP FM at NE 38<sup>th</sup> St., to the 20-inch CIP FM at NE 13<sup>th</sup> Ave., and to the proposed 42-inch IDmin FM.
- 3) 7,200 LF of a new 42-inch IDmin FM along NE 38<sup>th</sup> St., between NE 13<sup>th</sup> Ave. and Repump Station B inside the CRCC. The segment of FM from NE 13<sup>th</sup> Ave. to NE 20<sup>th</sup> Ave. shall be installed using an HDD installation method. The segment of FM from NE 20<sup>th</sup> Avenue to the CITY's Mangurian Park shall be installed using the open-cut method and the segment of FM under the CRCC Golf Course shall be installed using HDD. connections:
- 4) Connect the existing 18-inch high-density polyethylene (HDPE) FM and 20-inch ductile iron pipe (DIP) FM at NE 13 Ave. to the proposed 42-inch IDmin FM.
- 5) Connect the existing 16-inch DIP FM at NE 16<sup>th</sup> Ave. to the proposed 42-inch IDmin FM at NE 38<sup>th</sup> St.
- 6) Connect the existing 8-inch CIP FM near NE 20<sup>th</sup> Ave. to the proposed 42-inch IDmin FM at NE 38<sup>th</sup> St.
- 7) Connect the proposed 42-inch IDmin FM to Repump Station B in the CRCC.
- 8) Select, procure, and install all new flow, air release valves, and necessary piping and provide isolation (line stop) and flow bypass to perform the required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for their isolation from service pressure. Connections to the existing wastewater FM system and wastewater pump stations shall be conducted via open-cut method. The overall length of the crossings and exact tie-in locations will be determined as part of the scope of this design-build project.
- 9) 3,750 LF of new FM 24-inch IDmin under NE 50th Ct. Construction of proposed pipelines under NE 38th St shall use HDPE by HDD and open cut in select areas shown on the contract drawings. Installation of new 24-inch IDmin along NE 50th



Ct. shall use DIP or HDPE by open cut and/or HDPE by HDD. No other methods of pipe installation will be allowed on this project.

- 10) Connections: Connect proposed piping on the east end to the discharge line of Pump Station B-9 along NE 18<sup>th</sup> Ave. and on the west end to the existing 24-inch-diameter DIP FM toward Commercial Boulevard (Blvd.).
- 11) The DBF is required to provide pricing for a bid alternate to relocate a Master Control Meter currently located on NE 12<sup>th</sup> Ave., 165 feet south of NE 38<sup>th</sup> St. The Master Control Meter is owned by the CITY. The work for this bid alternate will include all labor and material required to relocate, test, and place the meter in service. All valves required for the relocation will be plug valves except a pinch valve will be installed downstream of the master meter.
- 12) The segment of 42-inch IDmin FM crossing CRCC property from Mangurian Park to Repump Station B shall be installed by HDD. The goal of installing the FM by HDD is to avoid damage to the golf course. Any work that will disrupt the operation of the golf course shall be within 10 calendar days of commencement of the work as shown in Table 1 in Section 5a. Any damage to the golf course shall be repaired and course returned to playing conditions. The DBF shall install the 42-inch IDmin FM from Mangurian Mark to the Repump Station B ahead of the allowable 10-day window and shall coordinate this work with CRCC. The DBF shall complete the work to tie-into the existing force main at the Repump Station B site expeditiously. If work that disrupts the operation of the golf course extends beyond the two allowable work periods, liquidated damages will be assessed for each day work continues beyond the allowable timeframes. "Playing conditions" shall be defined as matching existing, preconstruction golf course conditions, and as further clarified by the operators of CRCC during a site-specific, preconstruction coordination meeting, to be held in advance of commencing work on CRCC property. Based on the specialized nature of the fine-slope grading and specialized materials used on golf courses, restoration of CRCC property (if any damage occurs) will require close coordination with the CRCC, as well as the use of their selected landscape and grounds maintenance contractor of choice.
  - a. All work that will disrupt the operation of the golf course (outside of the Repump Station B Site) must be completed within one or two 10-day windows, either in calendar year 2024 or 2025, as shown in Table 1.

Table 1: 10-day Windows for Work on Golf Course

Calendar Year 2024	Calendar Year 2025
June 3 to June 12	June 2 to June 11
July 29 to August 7	July 28 to August 6

At Repump Station B (on CITY property located within the CRCC boundaries – not subject to the liquidated damages previously mentioned for work on CRCC

property), the new 42-inch FM shall be connected to the manifolded suction header piping that generally is routed on the west side of the pump station. The work to connect the new FM includes hot tapping the existing 42-inch-diameter pipe at two locations and installing two isolation plug valves. The valves used for tapping shall be abandoned in the open position when the new FM is placed into service. The work as part of this task includes performing two line stops on the existing 42-inch-diameter FM, cutting the pipe and installing two restrained blind flanges, and bypassing the flow from the existing 42-inch-diameter FM to make the connection. The work as part of this task will require installation of pipeline restraints (concrete thrust blocks, restrained joints, or equivalent) to prevent separation of upstream joints after the pipe is cut and capped. The DBF shall be responsible for design, any additional survey, and/or geotechnical exploration beyond that presented in this DCP needed to complete the detailed design, preparation of completed permit submittal packages, and procurement of all required permits for construction, construction phasing, MOT, and all other related work or services.

The selected DBF shall also ensure that the existing flow from the City of Oakland Park (COOP) and Wilton Manors connections to the existing FM is maintained at all times to the satisfaction of the COOP and Wilton Manors.

Work on this project must be coordinated in a phased approach with CITY project 12383, NE 25<sup>th</sup> Ave. 24-inch FM Replacement.

#### **4.2.1 PROJECT REQUIREMENTS**

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

#### **4.2.2 DESIGN AND CONSTRUCTION CRITERIA**

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

- 1) Completion of engineering design plans for construction. Final plans must include emergency contact information as required by the CITY.
- 2) The procurement of all permits required for construction and the placement of the pipelines in service from local, state, and federal agencies, including the Florida Department of Transportation (FDOT), South Florida Water Management District, Broward County Traffic Operations, Broward County Environmental Protection and Growth Management Department, and the CITY. The DBF shall develop



strategies, identify primary issues, identify possible testing requirements, and determine timing.

- 3) Construction in heavily trafficked areas.
- 4) Appropriate quality control/quality assurance procedures.
- 5) The development of final record drawings.
- 6) Coordination with COOP.
- 7) Coordination with Wilton Manors
- 8) Coordination with CRCC Golf Course.
- 9) Coordination with Golf Ridge Estates Homeowner's Association.

#### **4.2.3 DETAILED DESCRIPTION**

The technical proposal should demonstrate an understanding of the following design issues:

- 1) Pipe installation technologies such as open-cut excavation and backfill and HDD
- 2) Connection of new pipe to existing, in-service utilities
- 3) Line stop installation and installation and operation of bypass pumps and pipelines (as needed)
- 4) Dewatering activities during construction
- 5) Preservation of access to private properties during construction
- 6) Maintenance of traffic
- 7) Adjustment/relocation of existing utilities

#### **4.2.4 GOVERNING REGULATIONS**

The services provided by the DBF shall be in compliance with all applicable CITY regulations and guidelines, U.S. Occupational Safety and Health Administration (OSHA) guidelines, South Florida Water Management District manuals and guidelines, as well as Florida Department of Environmental Protection (FDEP), FDOT, Broward County Highway Construction and Engineering Division, Broward County Environmental Protection and Growth Management Department regulations and guidelines, except as explicitly noted within this document. In general, the most recent editions of the following documents shall be used for this project:

- 1) South Florida Water Management District Volume V – Permit Information Manual, Criteria Manual for the Use of Works by the District
- 2) Broward County Environmental Protection Department – A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application
- 3) OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA)
- 4) OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA)
- 5) Florida Building Code
- 6) FDOT Utility Accommodation Manual
- 7) Federal Highway Administration – Manual on Uniform Traffic Control Devices

#### **4.2.5 SERVICES AND MATERIALS PROVIDED BY THE CITY**

The CITY has retained the services of a Design Criteria Engineer (DCE) to provide services during design and to provide construction administration services. The DCE will provide the following design review services:

- 1) Provide clarifications of the DCP and respond to DCP-related Requests for Information
- 2) Act as construction project administrator
- 3) Review submittals and shop drawings
- 4) Observe and inspect construction for the CITY

#### **4.2.6 EXISTING UNDERGROUND UTILITY INFORMATION**

Limited information on existing underground utilities within the vicinity of the project area is available. Topographic survey of the FM routes, which identified aboveground and underground utilities with aboveground markings to the extent possible within the public right-of-way, meeting the requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17, Florida Administrative Code, is included in Exhibit E. Available Sunshine Design Ticket information is included in Exhibits F. The DBF is responsible for confirming the collected information and obtaining details on underground utilities along the FM routes.



#### **4.2.7 PERMIT REQUIREMENTS**

It shall be the DBF's responsibility to secure all permits required to initiate and complete the work under this contract. The DBF shall adhere to all requirements of the applicable permits before, during, and after construction. The DBF shall pay all the required permit fees and the CITY shall reimburse fees based on the receipts submitted by the DBF. All permit fees shall be shown as allowance in the bid tab.

#### **4.2.8 CITY CADD STANDARDS AND STANDARD DETAILS**

All design drawings prepared under the project shall comply with the latest CITY document titled City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings (hereafter, CADD Standards) in effect at the time of contract execution. A copy of the CITY CADD Standards is included in Exhibit G.

All design drawings also shall comply with the CITY Standard Details provided in Exhibit H.

#### **4.2.9 CONSENT ORDER**

This project is an FDEP Consent Order mandated project. All deadlines for project completion must be adhered to. A copy of the CO is included in Exhibit I.

#### **4.2.10 RECORD DRAWINGS**

Existing record drawing information is provided in Exhibit J for informational purposes only. The CITY makes no guarantees, either expressed or implied, as to their accuracy and completeness.

#### **4.2.11 PROVISIONS FOR UTILITIES, STAGING, AND PARKING**

The DBF shall pay for all utilities needed for the performance of the project. DBF shall be responsible for coordinating with the CITY for parking and staging arrangements within CITY properties and will ensure that the area remains free of garbage, trash, and litter.

#### **4.2.12 PROJECT MEETINGS**

The CITY shall require meetings throughout the project that require the participation of the CITY, selected DBF, all subcontractors, all subconsultants, representatives of governmental agencies with jurisdiction in the project area, and any others as requested by the CITY and/or DBF. All meetings shall be held at a central site that is convenient to all parties. The DBF shall schedule regular meetings associated with all the major milestones, deliverables, substantial completion, final completion, and other matters that need discussion and resolution.

Following the written NTP, the DBF shall coordinate with the CITY to hold a preconstruction meeting. The DBF also shall schedule monthly meetings during construction. All following meetings shall likewise be organized by the DBF upon instruction from the CITY.

#### 4.2.13 DESIGN-BUILD CONTRACT DURATION

The selected DBF is expected to complete the project as expeditiously as possible. At a minimum, the selected DBF must adhere to the schedule in Table 2 as set by the CITY.

Table 2. Project Schedule - P12384 – NE 38<sup>th</sup> Street Force Mains

Milestone	Calendar Days from NTP
Substantial Completion of the project	600
Final Completion of the project	660

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

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

#### 4.3 DBF FIRMS

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

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

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



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

#### **4.4 Permits**

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

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

## **SECTION 5 SUBMITTAL REQUIREMENTS**

### **5.1 Instructions**

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

All proposals must be submitted electronically.

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

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

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

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

- 5.1.5** In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be



executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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

DBF shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the DBF does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the DBF or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **5.1.6 Submittals**

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

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

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

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

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

#### **Table of Contents**

##### **5.2.1 Proposal Contact Person Information**

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



Identify the following:

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

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

## **5.2.2 Qualifications of The Firm**

### **5.2.2.1 Minimum Qualifications**

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

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

Proposers shall submit proof of permitting and construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

- The Proposer shall have previous experience in constructing force main pipe installation and testing within the last ten (10) years and has successfully completed at least three (3) collaborative delivery (Design-Build) projects with a contract value of at least \$5,000,000.00 of similar Scope.
- The Proposer shall provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds to cover a minimum amount of \$5,000,000.00.

### **Licensure**

- The Proposer shall be licensed as a General Contractor or an Underground Utility Contractors license in the State of Florida the time of submittal of its RFP shall maintain licensure for the duration of the Design-Build Contract.
- The Proposer's Engineer shall be licensed as a Professional Engineer in the State of Florida and shall maintain licensure for the duration of the Design-Build Contract.

### **Business Structure**

- Provide a brief introduction narrative letter highlighting the qualifications of the firm in providing the professional services as it relates specifically to the Project;
- Corporations, Joint Ventures, LLC or Partnerships – submit a copy indicating when the corporation was organized as a legal entity in the State of Florida, corporation number;
- Any firm(s) involved in a joint venture in this Proposal will be evaluated individually. An executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active State of Florida professional licenses, including professional engineers, State of Florida certifications; State of Florida certified general contractors license with unlimited building classification, held by the Firm under Florida Law to provide the required services;
- Names of Key Personnel and Role in this project;
- Name, title, name of firm, phone number, fax number, and email;
- Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

### **Firm's Workload**

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

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

### **Joint Ventures**

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

### **Financials**

- Each page of the financial documents provided should be marked "Confidential" and submitted in a separate envelope;
- List total annual billings for each of the past three (3) calendar years;
- The DBF or JV, each JV member, will furnish annual audited financial reports for the three (3) most recent full financial years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. Each page of the financial documents provided should be marked "Confidential". Quick Ratio (liquidity ratio that measures the level of the most liquid current assets



available to cover current liabilities) with a minimum value of 1.0 is preferred. Complete balance sheets and income statements must be included. Data provided for parent or child entities related to the applicant firm in lieu of the applicant's data shall not be reviewed, and at the discretion of the City may be considered non-responsive.

#### **Key Personnel**

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

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

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

#### **Concerning Subconsultants, suppliers, and Others**

The amount of work that is sublet by the DBF, including Joint Ventures, shall be limited by the condition that the DBF, or in the case of a Joint Ventures, shall with his own organization, perform at least **forty percent (40%)** of the total dollar amount of the Work to be performed under the Agreement.

#### **Safety**

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

#### **5.2.3 Qualifications of The Team**

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

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

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

#### **Sub-consultant(s)**

DBF must clearly reflect in its Proposal any Sub-consultant including but not limited to the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialists, Project Health and Safety Manager (collectively, the "Team Members"), proposed to be utilized along with a summary of their background and qualifications, including but not limited to name of the sub-consultant, location of place of business, service(s) the sub-consultant will provide, license (if applicable), two (2) sub-consultant references, ownership, education, and experience. These primary positions shall only serve in one (1) role. The City retains the right to accept or reject any sub-consultant proposed.

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

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

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

#### **Example Projects**

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



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

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

#### **5.2.6 History & Past Performance**

The DBF shall have previous experience in the design, permitting, construction aspects of the project as described in this RFP, in the State of Florida within the last ten (10) years.

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

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

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

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

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

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

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

Proposer must submit the Price Proposal Form included in this RFP. In addition to submitting the required Price Proposal Form, the Proposer must include a separate Schedule of Values for each phase or task of work. This Schedule of Values and Price Proposal form shall also be submitted in electronic Microsoft Excel format with detailed breakouts of pricing and supporting calculations and organizational structure. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the design-build project. The price proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the design-builder's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

#### **5.2.8 Contract Forms**

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

##### **a. Sample Insurance Certificate**

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

##### **a. Prime DBF Identification**

##### **b. Trench Safety**

##### **f. Non-Collusion Statement**

##### **g. Non-Discrimination Certification Form**

##### **h. E-Verify Affirmation Statement**



i. **Proposal Bond**

j. **Proposal Certification**

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

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

## SECTION 6 EVALUATION AND SELECTION CRITERIA

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

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

CRITERIA	PERCENTAGE
Qualifications of the Firm & the Team	25
Project Methodology & Approach	35
Price Proposal	30
History & Past Performance	10
<b>TOTAL</b>	<b>100</b>

### 6.2 EVALUATION PROCEDURE

#### Committee

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

#### Scoring and Ranking

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

#### Clarification

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

#### Negotiations

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

If the City is unable to negotiate a satisfactory design-build contract with the design-build firm considered to be the most qualified, negotiations with that design-build firm shall be formally



terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new RFP may be undertaken.

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

#### **Consult Design Criteria Professional**

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

#### **Award**

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

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

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

#### **Exceptions**

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

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



**SECTION 7  
PRICE PROPOSAL FORM**

**DESIGN**

**RFP # 99 Project 12383: DESIGN-BUILD SERVICES FOR NE 25<sup>TH</sup> AVE 24-INCH  
FORCE MAIN REPLACEMENT**

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

**CONSTRUCTION**

***GENERAL***

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

**7. *FORCEMAIN***

- |   |          |
|---|----------|
| i. 30-inch HDPE DR 11/200 PSI Force Main by Horizontal Direction Drill (HDD), including fittings, air release valves and pits, from NE 47th Street to NE 40th Court | \$ _____ |
| ii. 30-inch HDPE DR 11/200 PSI Force Main, including fittings, by Open Cut from NE 40th Court/25th Avenue to Repump Station B                                       | \$ _____ |
| iii. Connection Point   | \$ _____ |
| 8. Valves   | \$ _____ |
| 9. Restoration  |          |



- |  |          |
|--|----------|
| i. Golf Course Restoration   | \$ _____ |
| ii. Restoration of Road Along 25th Avenue  | \$ _____ |
| iii. Driveway Restoration Along NE 25th Avenue From<br>Commercial to NE 40th Court | \$ _____ |

SUBTOTAL CONSTRUCTION COSTS	\$ _____
-----------------------------	----------

**PERMIT ALLOWANCE**

Permit Fee	\$ 300,000.00
Owner Contingency	\$ 632,500.00

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

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

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

\$ \_\_\_\_\_  
(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

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

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

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

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

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

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

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

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





## PRICE PROPOSAL FORM

### DESIGN

#### RFP # 99 Project 12384: DESIGN-BUILD SERVICES FOR NE 38th ST 42-INCH FM AND NE 19TH AVE 24-INCH FM REPLACEMENT

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

### CONSTRUCTION

#### GENERAL

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

#### 7. FORCEMAIN

- |  |          |
|--|----------|
| i. 20-inch (ID) FM Open Cut                    | \$ _____ |
| ii. 20-inch (ID) FM HDD                        | \$ _____ |
| iii. 42-inch (ID) FM HDD                       | \$ _____ |
| iv. 42-inch (ID) Open Cut                      | \$ _____ |
| v. NE 12th Avenue 20-inch x 20-inch Connection | \$ _____ |

- vi. 20-inch to 20-inch and 42-inch to 20-inch Connection at NE 13th Avenue \$ \_\_\_\_\_
- vii. Two 8-inch Connections along NE 38th ST \$ \_\_\_\_\_
- viii. 42-inch to 16-inch Connection at NE 16th Avenue \$ \_\_\_\_\_
- ix. Connection 12-inch CIP to 42-inch east of NE 20<sup>th</sup> Ave \$ \_\_\_\_\_
- x. Connection at Repump Station B \$ \_\_\_\_\_

8. 24-inch FM North of Commercial (NE 50<sup>th</sup> CT)

- i. 24-inch Open Cut FM 0+00 - 35+50 \$ \_\_\_\_\_
- ii. Connection at Commercial and NE 13th Street (24- inch to 24-inch FM) \$ \_\_\_\_\_
- iii. Connection to Discharge FM from LS on NE 18th Street \$ \_\_\_\_\_

9. Valves \$ \_\_\_\_\_

10. Restoration

- iv. Golf Course Restoration \$ \_\_\_\_\_
- v. Mangurian Park Restoration \$ \_\_\_\_\_
- vi. Landscape along NE 38<sup>th</sup> Street \$ \_\_\_\_\_
- vii. Restoration of road along 50<sup>th</sup> Court/minor on NE 38<sup>th</sup> St \$ \_\_\_\_\_

SUBTOTAL CONSTRUCTION COSTS \$ \_\_\_\_\_

PERMIT ALLOWANCE

Permit Fee	\$ 300,000.00
Owner Contingency	\$1,460,300.00

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

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



\$ \_\_\_\_\_  
(FIGURES)

11. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
12. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
13. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

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

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

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

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

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

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

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

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

No.	Question	Response	Supplier Name	Main Contact Name	Date Received
1	what is the engineers estimate/budget?	P12383 25th Ave Force Main = \$6,953,511.00 P12384 38th St Force Main = \$21,313,935.00 TOTAL PROJECT COST = \$28,247,446.00	ric-man international, inc	hamill andrade	05/30/2023 08:40:43 AM
2	Please see the attached questions from Man-Con Incorporated	Question 1: The City of Fort Lauderdale RFP 99 appears to be for two separate projects, Project 12383 NE 25th Ave 24-Inch Force Main Replacement, AND Project P12384 NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement. The currently available document package for project 12384 does not contain the following: "Exhibit C includes conceptual layouts that illustrate the project intent and existing utility information. These conceptual layouts are provided to convey sufficient information to allow the Respondent to prepare a response to the CITY's RFP. Exhibit D provides relevant information from the geotechnical investigation. Exhibit E provides relevant information from a topographic survey. The overall length of the FM, connections with existing utilities, and the exact tie-in locations shall be confirmed as part of the scope of this design-build project." Please provide the above-mentioned documents. Response: We posted the missing files. Exhibit C-M, please refer to addendum 2 and attachments - Exhibit C-E and Exhibit F-M Question 2: Is it the intent of the city for RFP 99 to select a single DBF for both 12383 & 12384 projects, or is the city reserving its right to award two separate contracts for each of the projects? Response: The city will select and award both projects to a single Design Build Firm.	Man-Con Inc.	Kate Hill	06/01/2023 02:33:09 PM
3	In the documents available I am only able to find the conceptual layout of 12383 NE 25 Ave 24" FM Replacement. This only shows the alignment of one of the noted alignments. Please advise if there are layouts for the other alignments	Please refer to Addendum 2 and attachments 7 and 8	Lanzo Construction Company	James Tili	06/02/2023 01:30:42 PM
4	When is the due date for submitting proposals?	Proposal due date is June 27, 2023, @2:00 pm	Ric-Man Construction Florida, Inc.	Rafel Vega	06/02/2023 03:06:23 PM
5	Addendum 2 was issued to add Exhibits C-M but no documents were added. Where can we find Exhibits C-M?	The exhibits at attached, please see attachments 7 & 8	Ric-Man Construction Florida, Inc.	Rafel Vega	06/05/2023 07:43:55 AM
6	Per RFP section 5.2.2 under Safety, certain parameters are provided. If the Design Builder exceeds any one of the individual parameters will the proposal be rejected in full or scored with a lower percentage under the criteria listed in Section 6.1?	Safety is a qualification the Evaluation Committee considers during the scoring/ranking of firms, along with all other aspects of the proposal. Failure to meet the minimum Safety requirements is not grounds for a proposal to be rejected in full.	Ric-Man Construction Florida, Inc.	Rafel Vega	06/05/2023 08:42:43 AM
7	Are the required forms to be submitted in the Question Responses section of Infor and in the PDF Upload Attachment?	The Required Forms can be submitted through the Question Response Portal or the PDF Upload Portal. The Price Proposal must be included in your proposal (PDF Upload Attachment/ PDF upload Portal)	CES Consultants, Inc.	Rudy Ortiz	06/06/2023 11:37:48 AM
8	Should the requested financial documents be submitted as a separate, confidential PDF file in the Upload Attachments area of the Infor system? Will this document remain confidential?	Please refer to Section 2 General Conditions - GC - 34 of the solicitation	CES Consultants, Inc.	Rudy Ortiz	06/06/2023 03:55:06 PM
9	RE: Asbestos: Are there any known existing Asbestos pipes within the vicinity of the work on this project?	No asbestos pipes are anticipated to be encountered in any of the planned excavations.	ric-man international, inc	hamill andrade	06/07/2023 02:40:08 PM
10	RE Contamination: Are there any known existing contamination within the vicinity of the work on this project?	Please Refer to Exhibit L	ric-man international, inc	hamill andrade	06/07/2023 02:40:57 PM
11	What is the anticipated award date for this project?	We anticipate awarding this project within the last quarter of 2023.	ric-man international, inc	hamill andrade	06/07/2023 02:41:19 PM
12	What is the anticipated start date for construction?	The projects have restricted completion dates, please be mindful of the completion timelines stated in the solicitation document. It is the DBF team's responsibility to ensure construction remains on schedule.	ric-man international, inc	hamill andrade	06/07/2023 02:41:49 PM



13	Will you be providing payment of stored materials?	The City's standard is to not pay for stored materials. However, high value long lead time materials may be conserved on a case-by-case basis in accordance with the City's policies	rie-man international, inc	hamill andrad	06/07/2023 02:42:36 PM
14	Other than FDOT, SPWM, BCTO, BCEPOMD, and the CITY, What other municipalities, agencies and jurisdictions are within the project limits?	Design Builder should examine the information presented in Exhibits A-N and satisfy themselves as to the limits of the project	rie-man international, inc	hamill andrad	06/07/2023 02:43:03 PM
15	PDF 8, a-4 Is the NTP provided for construction or design?	The NTP will be given for the entire project	rie-man international, inc	hamill andrad	06/07/2023 02:43:34 PM
16	What are the approved hours for work?	Most of the project work falls under the City code noise ordinance. Any work days or work outside of what is allowed per the ordinance can be requested and approved by the City manager. The work on the CRCC property for the 25th Avenue pipe crossing the golf course will be allowed 24 hours per day for the duration described in the DCP	rie-man international, inc	hamill andrad	06/07/2023 02:43:53 PM
17	What is the cost of water for testing and construction?	Please clarify this question. NOTE: Portable water requirement for construction is the responsibility of the contractor.	rie-man international, inc	hamill andrad	06/07/2023 02:44:16 PM
18	What are the City's observed holidays and events affecting work and road lane closures?	City observed holidays are: i. New Year's Day ii. Martin Luther King's Birthday iii. President's Day iv. Memorial Day v. Independence Day vi. Labor Day vii. Veterans Day viii. Thanksgiving Day ix. Day Following Thanksgiving x. Christmas Day b. There are no known major events in the work area at this time that would result in road/lane closure.	rie-man international, inc	hamill andrad	06/07/2023 02:44:34 PM
19	PDF PAGE 41 OF EXHIBIT A "DCP", Plan Sheet G02, Please clarify note# 13 regarding "intent is to provide sewer service laterals for each property" and note#25 "laterals shall be provided"?	New Sewer Service laterals are not required for this project. Design builder shall protect all existing sewer service laterals as per Specification section 8	rie-man international, inc	hamill andrad	06/07/2023 02:47:50 PM
20	the link to surety 2000 via the respond now tab on info appears to be broken or corrupt, please fix	We are currently experiencing technical problems with our Surety 2000 link, please utilize the City's other means of submitting your bid bonds	rie-man international, inc	hamill andrad	06/07/2023 04:56:03 PM
21	does the city have a bid bond form they would like us to use or would a standard AIA form be acceptable	The Standard Form issued by the issuer is acceptable;	rie-man international, inc	hamill andrad	06/07/2023 05:05:21 PM
22	please confirm material of the 60" pipe	Question Disregarded as requested	rie-man international, inc	hamill andrad	06/08/2023 04:38:14 PM
23	disregard previous question regarding material of 60" pipe	Question disregarded	rie-man international, inc	hamill andrad	06/08/2023 04:41:19 PM
24	will work be allowed during the following city observed holiday's ii. Martin Luther King's Birthday iii. President's Day vii. Veterans Day	It is City standard to not now allow work on observed holidays, however, some accommodations may be approved on a case-by-case basis.	rie-man international, inc	hamill andrad	06/09/2023 09:11:43 AM
25	how long after award, does city anticipate issuing NTP	Typically, an NTP can be issued within approximately 60 days from the commission approving the award. This period includes the issuance of the executed agreement	rie-man international, inc	hamill andrad	06/09/2023 09:15:55 AM
26	it is anticipated the contractor will make a request for a temporary meter, what is cost for said meter and what is cost of water consumed via meter	The current temporary meter application deposit depends on size and use of meter, but it is approximately \$2,500.00. The cost of water also depends on size of meter and use, contractors shall contact utility billing at 954-828-5150 or go in person to 7700 NW 19th Avenue to confirm costs. It is the contractor's responsibility to ensure all ancillary utilities and or materials needed to manage their projects are covered under the general conditions of their proposal	rie-man international, inc	hamill andrad	06/09/2023 09:40:32 AM

27	Please provide all information available, including raw files for survey and subsurface engineering performed for the feasibility and conceptual designs.	Raw files will be provided to the awarded firm.	CES Consultants, Inc.	Rudy Ortiz	06/14/2023 09:49:13 AM
28	Need clarification on the NE 38th street DCP. 06/01/2023 Exhibit C-E, has plans but says "Not For Construction". Would a new set of plans for Construction of NE 38th Street will be provided?	This is a Design-Build project. As such, the City is procuring a Design-Build firm to Design and Build (construct) the work. All the required conceptual plans are in the Design Criteria Package already provided.	David Mancini & Sons, Inc.	David Mancini	06/14/2023 04:11:15 PM
29	Can you please provide as to what specific area of mangravian park is available for storage and construction?	See Addendum 4	David Mancini & Sons, Inc.	David Mancini	06/15/2023 01:26:03 PM
30	Please extend the bid due date by 1-2 weeks.	This bid will not be extended at this time	CES Consultants, Inc.	Rudy Ortiz	06/19/2023 12:32:58 PM
31	We would like to respectfully request for an extension of time for the closing date.	The City will not be extending this solicitation at this time	Man-Con Inc.	Kate Hill	06/20/2023 03:00:34 PM
32	(For the firm's to existing, does the city currently know the existing pipe materials at each location as this can greatly affect the price for the type of line stops and connection materials that will be required?)  Please see attached question.	It is the DBF's responsibility to pothole to confirm pipe materials during design. Available as-built information is provided in Exhibit J  Question: Bid forms for both 12383 & 12384 show Line Item #6 for Site restoration, and both further down have separate restoration line items 12383 with Line Item 9 with a detailed itemization restoration and 12384 Line Item 10 with a detailed itemization for restoration. Response: Please refer to addendum 5. All restoration outside of the Golf Course shall be considered general restoration to be paid under item 6. The specialized restoration required to return the Golf Course to playable condition will be reimbursed as pass through allowance under item 11 for P12383 and item 12 for P12384. Question: Is Line item 6 redundant, or was line item 6 on both bid forms intended for a specific restoration scope of work? Response: Please refer to Addendum 5. All restoration outside of the Golf Course shall be considered general restoration to be paid under item 6. The specialized restoration required to return the Golf Course to playable condition will be reimbursed as pass through allowance under item 11 for P12383 and item 12 for P12384.	Man-Con Inc.	Kate Hill	06/20/2023 03:02:50 PM
33		Bid Bond is 5%	Man-Con Inc.	Kate Hill	06/20/2023 03:03:09 PM
34	What is the bid bond amount?  Please forward these questions to the engineer:	Question P12383: As noted on Page A-1, 1 Scope of Work, A. 1) c. "new isolation plug valves and necessary piping near intersections of Northeast 25th Avenue and Northeast 49th Street, Northeast 25th Avenue and Northeast 48th Lane to replace existing inoperable valves and provide isolation (line stop) and flow bypass in order to perform required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for isolation from service pressure." - Please confirm this is the same line stops shown on plan connection detail 3 for the (14" and 16" force mains. If not please provide connection detail for this described work. Response: The information noted in the DCP is to be considered a guideline for developing your design plans. The DBF is responsible for designing and locating all valves and line stops as deemed necessary to execute this project. Question As noted on Page A-2, 1 Scope of Work, A. 2) "restoration of CRCC property will require close coordination with the CRCC, as well as the use of their selected landscape and grounds maintenance contractor of choice". Since this can not be defined by the contractor please provide an allowance item with an amount sufficient to pay for these services. Response: Please refer to addendum 5. All restoration outside of the Golf Course shall be considered general restoration to be paid under item 6. The specialized restoration required to return the Golf Course to playable condition will be reimbursed as pass through allowance under item 11 for P12383 and item 12 for P12384. Question Please provide the as-built information for the flow meter to be relocated as an alternative pay item. Response See attached three files: "OaklandPark2.pdf", "10 of 19 TIF", and "19 of 19 TIF".	Man-Con Inc.	James Tili	06/20/2023 04:57:37 PM
35					





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

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.1

DATE: 06/01/2023

This addendum is being issued to give access to Microsoft Teams Link for pre-proposal meeting on June 5, 2023 @ 10:00 AM.

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 222 402 394 285

Passcode: XaLJ9g

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

**Or call in (audio only)**

+1 954-686-7296,,656877634# United States, Fort Lauderdale

Phone Conference ID: 656 877 634#

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



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

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

---

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: \_\_\_\_\_

(Please print)

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

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



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

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.2

DATE: 06/05/2023

This addendum is being issued to add Exhibits C-M

All other terms, conditions and specifications remain unchanged.

*Paulotte Hemmings Turner*

Snr. Purchasing Specialist

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

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

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





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

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.3

DATE: 06/06/2023

This addendum is being issued to amend Section 7 – Price Proposal Forms for Project #s 12383 & 12384 – See Attachment 10

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

Company Name: \_\_\_\_\_

(Please print)

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

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



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

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.4

DATE: 06/16/2023

Provides response to the following Question:

Can you please provide as to what specific area of Mangurian Park is available for storage and construction?

Response:

*Attached please see the laydown space for storage and construction. If additional laydown space is needed it may be negotiated with the Parks and Recreational Department at the time of construction.*

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

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

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

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









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

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.5

DATE: 6/2/2023

Adds additional files:

- Updated Price Proposal Forms
- Asbuild information for flow meter to be relocated as an alternative pay item – Oaklandpark2 pdf, “10 of 19 TIF” and “19 of 19 TIF”

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

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

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

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





Section 7

**PRICE PROPOSAL FORM**

**DESIGN**

**RFP # 99 Project 12383: DESIGN BUILD SERVICES FOR NE 25<sup>TH</sup> AVE 24-INCH FORCE MAIN REPLACEMENT**

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

**CONSTRUCTION**

**GENERAL**

- |  |          |
|--|----------|
| 3. Mobilization/Demobilization   | \$ _____ |
| 4. Bond/Insurance  | \$ _____ |
| 5. Maintenance of Traffic  | \$ _____ |
| 6. Site Restoration  | \$ _____ |
| 7. FORCEMAIN<br>(Includes all labor, equipment and materials)  |          |
| i. 30-inch HDPE DR 11/200 PSI Force Main by Open Cut, including fittings, air release valves from East Commercial Boulevard, south to Northeast 47th Street          | \$ _____ |
| ii. 30-inch HDPE DR 11/200 PSI Force Main by Horizontal Direction Drill (HDD), including fittings, air release valves and pits, from NE 47th Street to NE 40th Court | \$ _____ |

iii.	30-inch HDPE DR 11/200 PSI Force Main, including fittings, by Open Cut from NE 40th Court/25th Avenue to Repump Station B	\$ _____
iv.	Commercial Blvd Connection	\$ _____
v.	NE 49th Street Connection	\$ _____
vi.	NE 48th Lane Connections	\$ _____
vii.	Repump Station B Connection	\$ _____
8.	Valves (Includes all labor, equipment and includes materials)	\$ _____
SUBTOTAL OF CONSTRUCTION COSTS		\$ _____

**ALLOWANCES**

9.	Permit Fees	<u>\$300,000.00</u>
10.	Owner Contingency	<u>\$482,500.00</u>
11.	Specialized Golf Course Restoration	<u>\$150,000.00</u>

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

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

\$ \_\_\_\_\_  
(FIGURES)

- The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are



not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.

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

This proposal is submitted by:

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

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

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

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

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

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

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

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



CITY OF FORT LAUDERDALE

## PRICE PROPOSAL FORM

### DESIGN

**RFP # 99 Project 12384: DESIGN-BUILD SERVICES FOR NE 38<sup>TH</sup> ST 42-INCH FM AND NE 19<sup>TH</sup> AVE 24-INCH FM REPLACEMENT**

1. Design Development	\$ _____
2. Construction Administration	\$ _____
SUB-TOTAL DESIGN COSTS	\$ _____

## CONSTRUCTION

### *GENERAL*

3. Mobilization/Demobilization	\$ _____
4. Bond/Insurance	\$ _____
5. Maintenance of Traffic	\$ _____
6. Site Restoration	\$ _____
7. FORCEMAIN (Includes all labor, equipment and materials)	
i. 20-inch (ID) FM Open Cut (Base Bid)	\$ _____
ii. 20-inch (ID) FM HDD (Base Bid)	\$ _____
iii. 42-inch (ID) FM HDD	\$ _____
iv. 42-inch (ID) Open Cut	\$ _____
v. NE 12th Avenue 20-inch x 20-inch Connection	\$ _____
vi. 20-inch to 20-inch and 42-inch to 20-inch Connection at NE 13th Avenue	\$ _____
vii. Two 8-inch Connections along NE 38th ST	\$ _____
viii. 42-inch to 16-inch Connection at NE 16th Avenue	\$ _____
ix. Connection 12-inch CIP to 42-inch east of NE 20th Ave	\$ _____
x. Connection at Repump Station B	\$ _____



8. 24-inch FM North of Commercial (NE 50th CT)	
i. 24-inch Open Cut FM from STA 0+00 To STA 35+50	\$ _____
ii. Connection at Commercial and NE 13th Street (24- inch to 24-inch FM)	\$ _____
iii. Connection to Discharge FM from LS on NE 18th Street	\$ _____
9. Valves (Includes all labor, equipment and includes materials)	\$ _____
SUBTOTAL OF CONSTRUCTION COSTS	\$ _____

Bid Alternate 1. Relocation of Master Control Meter at NE 13<sup>th</sup> Avenue, including all piping, fittings, meter vault, valves and connection to new 42-inch FM

\$ \_\_\_\_\_

Bid Alternate 2. Removal of Bid Item 7-i. and 7-ii, and no relocation of the Master Control Meter at NE 13<sup>th</sup> Avenue

\$ \_\_\_\_\_

**ALLOWANCES**

10. Permit Fees	\$300,000.00
11. Owner Contingency	\$1,310,300.00
12. Specialized Golf Course Restoration	\$150,000.00

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

---

(AMOUNT IN WORDS)

\$ \_\_\_\_\_  
(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

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

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

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

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

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

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

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

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



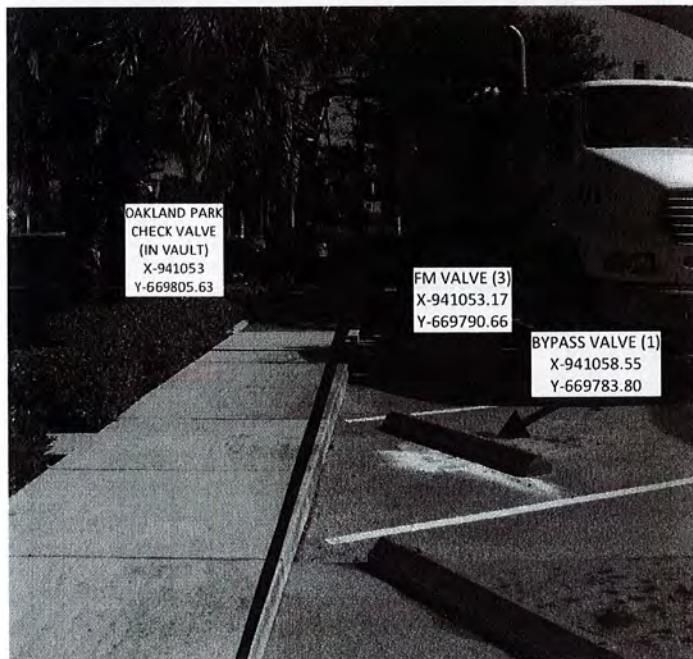
CITY OF FORT LAUDERDALE PUBLIC SERVICES DEPARTMENT  
LOCATION DETAIL SHEET



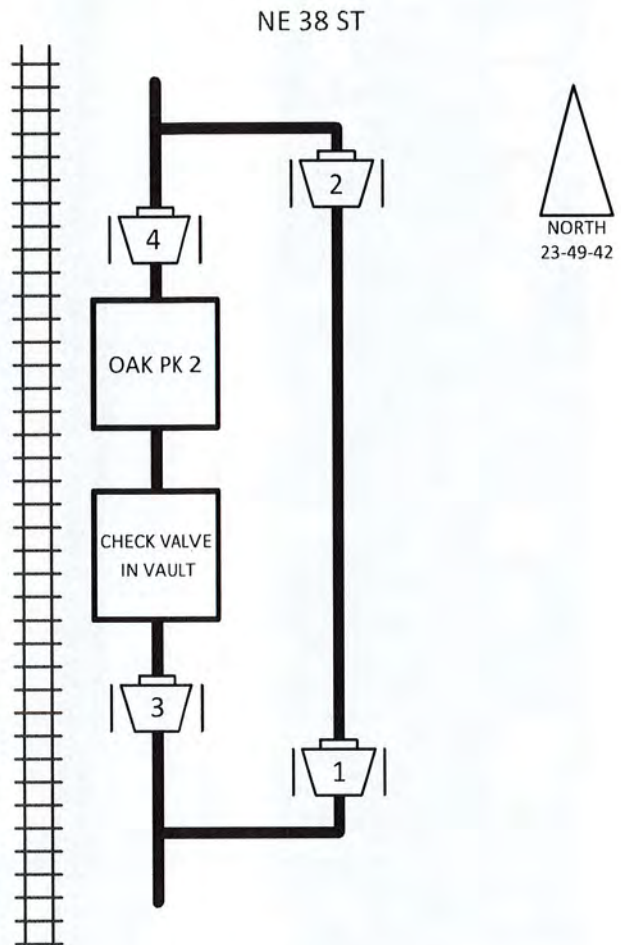
CREW :  
DATE: 05/21/2014 (THIS DRAWING 1/12/2015)  
ADDRESS: OAKLAND PARK 2 – NE 38 ST & NE 12 AVE  
METER PIT  
SEE FILE DE-2634 FOR MORE INFORMATION



VIEW FACING SOUTH FROM NE 38 ST



VIEW FACING NORTH



INSTRUCTIONS FOR METER PIT BYPASS.

1. OPEN BYPASS VALVE 1, SOUTH OF THE METER PIT.
2. OPEN BYPASS VALVE 2, NORTH OF THE METER PIT.
3. CLOSE THE OAKLAND PARK FM VALVE 3, SOUTH OF THE METER PIT.
4. CLOSE THE FORT LAUDERDALE FM VALVE 4, NORTH OF THE METER PIT.

TO CLOSE THE BYPASS, COMPLETE THE STEPS IN REVERSE.

DRAWN BY:

ION STAHL

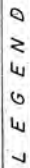
CAM #25-0622  
Exhibit 1







LEGEND



PLAN



PLAN



PLAN



PLAN



PLAN

LEGEND

LEGEND

LEGEND

LEGEND

LEGEND

- LEGEND



## CONSTRUCTION BID CERTIFICATION

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

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

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

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

Name Title Name Title Name Title Name Title 

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

Addendum No.Date IssuedAddendum No.Date IssuedAddendum No.Date Issued

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

/s/

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

Submitted by:

Name (printed) Signature Date Title



## QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

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

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


How many years has your organization been in business?

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

--

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

Certificate of Competency Number of Qualifying Agent:

Effective Date:  Expiration Date:

Licensed in:

Engineering Contractor's License #   
(County/State)

Expiration Date:

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

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

**QUESTIONNAIRE SHEET**

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

//

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

a)

b)

c)

d)

e)

f)

g)

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

//

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

//

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

//



**REFERENCES**

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

1. **Company Name:**

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. **Company Name:**

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. **Company Name:**

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:





### **NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

#### **NAME**

#### **RELATIONSHIPS**

---

---

---

---

---

---

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

---

Authorized Signature

---

Title

---

Name (Printed)

---

Date



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

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

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

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

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

The Contract shall include provisions for the following:

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

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

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

\_\_\_\_\_  
Date



**TRENCH SAFETY**

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

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

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE:

(SIGNATURE)

STATE OF:  COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

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

NOTARY PUBLIC

My Commission Expires:



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: \_\_\_\_\_

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

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





## Event # 99-6

**Name:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Design Build Firm (DBF), to provide design-build services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

This project is located along Northeast 25th Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC), and along Northeast 38th Street between Northeast 12th Avenue and Repump Station B (located in the CRCC Golf Course; it also requires the installation of 24-inch Force Main along Northeast 50th Court, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the design, permitting, and construction of the Force Main Replacements, and all associated restoration.

**Pre-Proposal Meeting:** There will be a [virtual] pre-proposal conference on June 5, 2023, at 10:00 a.m., local time. This meeting will be held through a "MS Teams" Meeting Platform.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
Click here to join the meeting  
Meeting ID: 222 402 394 285  
Passcode: XaLJ9g  
Download Teams | Join on the web  
Or call in (audio only)  
+1 954-686-7296,,656877634# United States, Fort Lauderdale  
Phone Conference ID: 656 877 634#  
Find a local number | Reset PIN

This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.  
[Learn More | Meeting options](#)

**Licensing Requirements:** Possession of a Certified Underground Contractor (CUC) or a Certified General Contractor (CGC) is required for this Project. Additionally, the Proposer's Engineer shall be licensed as a Professional Engineer in the State of Florida and shall maintain licensure for the duration of the Design-Build Contract.

**Minimum Qualifications:** The Contractor shall have previous experience in constructing force main pipe installation and testing within the last ten (10) years. Bidder shall submit proof of permitting and construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

**Buyer:** Turner, Paulette

**Status:** Pending Award

**Event Type:** RFP

**Currency:** USD

## Event # 99-6: NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 6

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

### Event Dates

**Preview:**

**Q & A Open:** 05/26/2023 12:30:00 PM

**Open:** 05/26/2023 12:30:00 PM

**Q & A Close:** 06/20/2023 05:00:00 PM

**Close:** 07/12/2023 02:00:00 PM

**Dispute Close:**

### Questions

Question	Response Type	Attachment
Did you sign and attach all the required forms?	Yes No	Event 99 - Required Forms.pdf

### Attachments

Name	Description	Attachment
Exhibits P12383	P12383 NE 25th Avenue 24 Inch Force Main Replacements.	Exhibits Project # P12383 NE 25th Ave 24-inch FM Replacement Project_1.pdf
Exhibits P12384	P12384 - NE 38TH ST 42-INCH FM AND NE 19TH AVE 24-INCH FM REPLACEMENTS	Exhibits Project# P12384 NE 38TH STREET AND NE 19TH AVE 24-INCH FM REPLACEMENTS_1.pdf
Event 99 Solicitation	Event 99 Solicitation	Event 99 Solicitation Document.pdf
Event 99 Draft Agreement	Event 99 - Draft Agreement	Event 99 Draft Agreement.pdf
Addendum 1	Link to Microsoft Teams Meeting on June 5, 2023 @ 10:00 AM	Addendum 1.pdf
Addendum 2	Adds Exhibits C-M for P12384 - NE 38th Street	Addendum 2.pdf
P12384 Exhibits C-E	Additional Exhibits for P12384	NE 38TH STREET DCP_06012023_Exhibit C-E.pdf
P12384 Exhibits F-M	Additional Exhibits for P12384	NE 38TH STREET DCP_06012023_Exhibit F-M.pdf



## Event # 99-6: NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

Name	Description	Attachment
Addendum 3		Addendum 3.pdf
Section 7 - Price Proposal Forms	Updated Price Proposal Forms	Bid Form - Section 7_ Addendum3.pdf
Addendum 4	Addendum 4 Provides response to question.	Addendum 4.pdf
Addendum 5	Adds updated Pricing Form and Drawings	Addendum 5.pdf

### Contacts

Name	Email Address
Paulette Turner	PTurner@fortlauderdale.gov

### Commodity Codes

Commodity Code	Description
906-25	Design Build Services
913-56	Construction, Utility/Underground Projects
913-89	Maintenance and Repair, Utility/Underground Projects

### Line Details

#### Line 1: Design Build - P12383

**Description:** RFP Design Build - P12383; NE 25th Ave 24-Inch Force Main Replacement

**Item:** PROJECT # P12383 NE 25th Ave 24-Inch Force Main Replacement

**Long Item Description:** NE 25th Ave 24-Inch Force Main Replacement

**Commodity Code:** 913-89 Maintenance and Repair, Utility/Underground Projects

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

## Event # 99-6: NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St

---

**Requested Delivery Date:** 11/29/2023

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 2: RFP Design Build

---

**Description:** RFP Design Build - P12384; NE 25th Ave 24-Inch Force Main Replacement

**Item:** PROJECT # P12384 NE 19th Ave 24-Inch FM Replacement.

**Long Item Description:** NE 19th Ave 24-Inch FM Replacement.

**Commodity Code:** 906-25 Design Build Services

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

**Requested Delivery Date:** 09/29/2023

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No



# Design-Build Request for Proposals

## **RFP # 99**

NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

Pursuant to FL Stat Section 287.057

## **City of Fort Lauderdale**



**SYLEJMAN UJKANI  
PROGRAM MANAGER**

**PAULETTE HEMMINGS TURNER  
SENIOR PROCUREMENT SPECIALIST**

Telephone: (954) 828-5139 E-mail: [PT@fortlauderdale.gov](mailto:PT@fortlauderdale.gov)

## SECTION 1 INTRODUCTION

### 1.1 Purpose

The City of Fort Lauderdale, FL (“City”) has issued this Request for Proposal (RFP) to solicit competitive proposals from one single entity (“Firm” or “Proposer” or “Design-Build Firm (DBF)”) responsible for the design, permitting, construction, testing and startup of Project P12383 NE 25th Ave 24-Inch Force Main Replacement, AND Project P12384 NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement. The work to be accomplished under this contract includes, but is not limited to; the design, permitting, and construction of the Force Main Replacements, and all associated restoration, located along Northeast 25<sup>th</sup> Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC), and along Northeast 38<sup>th</sup> Street between Northeast 12<sup>th</sup> Avenue and Repump Station B (located in the CRCC Golf Course; it also requires the installation of 24-inch Force Main along Northeast 50<sup>th</sup> Court, in the City of Fort Lauderdale, including all other aspects of the Project to fulfill the intent of the Project as described in the Design Criteria Package and all supporting documents. Design-Build Firms which are interested in submitting proposals in response to this RFP shall comply with Section IV - Submittal Requirements.

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

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

### 1.2 Online strategic sourcing platform

The City uses the City’s online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. Proposers are strongly encouraged to read the various vendor guides and tutorials available in the City’s online strategic sourcing platform well in advance of their intention of submitting a response to ensure familiarity with the use of the City’s online strategic sourcing platform. The City shall not be responsible for a proposer’s inability to submit a response by the submission deadline date and time for any reason, including issues arising from the use of the City’s online strategic sourcing platform. There is no charge to register and download the RFP from the City’s online strategic sourcing platform and to participate in the solicitation, nor will any fees be charged to the awarded DBF.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through the City’s online strategic sourcing platform no later than the time and date specified in this solicitation. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED.**



**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

### **1.3 Electronic Bid Openings**

This solicitation will be opened electronically via the City's online strategic sourcing platform at the date and time indicated in the solicitation. Once the Procurement Specialist opens the solicitation, the bid tabulations, (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

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

### **1.4 Pre-Proposal Meeting/Site visit:**

There will be a [virtual] pre-proposal conference on June 5, 2023, at 10:00 a.m., local time. This meeting will be held through a "MS Teams" Meeting Platform.

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

### **1.5 Point of Contact**

**City of Fort Lauderdale, Procurement Services Division**  
**Attn: Paulette Hemmings Turner, Senior Procurement Specialist**  
**100 N. Andrews Avenue, 6<sup>th</sup> Floor**  
**Fort Lauderdale, FL 33301**  
**Telephone: (954) 828-5139**  
**E-mail: PTurner@fortlauderdale.gov**

### **1.6 Compliance and Legal Conditions**

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

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

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

### **1.7 Concerning Sub-Contractors, Suppliers, and Others**

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

### **1.8 Personal Investigation**

Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the DBF from any risk or from fulfilling all terms of the contract.

### **1.9 Design Criteria Package**

This Project consists of a design criteria package, P12383 - Drawing No. 4-143-96 consisting of 57 sheets and P12384 - Drawing No 4-143-97 consisting of 19 sheets and may be obtained **free of charge** at the City's online strategic sourcing platform.

### **1.10 Audit of Contractor's Records**

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

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

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

### **1.11 Reservation for Award and Rejection of Bids**

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



required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

#### **1.12 Lobbyist Ordinance**

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

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

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

#### **1.14 Prohibition Against Contracting with Scrutinized Companies**

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

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

#### **1.15 Inconsistencies**

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

### **1.16 Addenda and Interpretations**

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

### **1.17 Forms of Proposals**

Each proposal and its accompanying statements must be submitted electronically, in good order with all forms and blanks completed. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

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

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

### **1.19 Additional Items or Services**

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

### **1.20 Deletion or Modification of Services**

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

If the DBF and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, the DBF will submit a request for a Change Order and a revised budget to the City for approval prior to proceeding with the work.



### **1.21 Rejection of Proposals**

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

### **1.22 Bid Protest Procedure**

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

The complete protest ordinance may be found on the City's website at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

### **1.23 Local Business Preference – N/A**

### **1.24 Disadvantaged Business Enterprise Preference – N/A**

### **1.25 Resolution of Disputes**

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

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

1.25.2 During the pendency of any dispute and after a determination thereof, Consultant and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and

alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Consultant shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

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

#### **1.26 Withdrawals**

Any proposer may, without prejudice to him/herself, withdraw his/her proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

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



## SECTION 2 GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GC - 03 - SUBSTITUTIONS** - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To



be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the

Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

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

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

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

**GC - 06 - SUB-CONTRACTOR** - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after

official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-

contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

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

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

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

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

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



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

part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

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

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

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

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

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

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

**GC - 13 - SAFEGUARDING MARKS** - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of

having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others



in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

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

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

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

**GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS** - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

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

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the

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

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

**Telephone Number:** (954) 828-5002

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

**E-mail:** [prcontract@fortlauderdale.gov](mailto:prcontract@fortlauderdale.gov)

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for



the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

## SECTION 3 SPECIAL CONDITIONS

### 3.1 Definitions

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

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

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

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

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

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

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

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

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

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



**Notice to Proceed** – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

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

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

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

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

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

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

### **3.2 Responsiveness**

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

### **3.3 Responsibility**

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

### **3.4 Sub-Consultants**

A Sub-Consultant is an individual or firm contracted by the DBF to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through DBF and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. DBF must clearly reflect in its proposal, the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of successful DBFs or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful DBF, and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract.

Neither successful DBF nor any of its Sub-Consultants is considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

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

### **3.5 Contract Term**

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

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

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

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

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

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

### **3.6 Unauthorized Work**

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

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

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by



any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

### **3.8 News Releases/Publicity**

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

### **3.9 Proposal Bond**

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

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

- i. The City's online strategic sourcing platform allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact **customer care department**.
- ii. If bid bonds are not submitted via Surety 2000, Bidders may upload their original executed proposal bond on the City's online strategic sourcing platform to accompany their electronic proposal, and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated. Proposal bond shall be written by a surety insurer authorized to do business in the State of Florida as surety, in accordance with Section 255.05, Florida Statutes. An insufficient proposal bond surety shall automatically constitute a failure on the part of the proposer and shall be grounds for rejection of your bid.

- 3) Bidders can **mail** their proposal bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope. **NOTE: Bond must be received in Procurement and time stamped before bid opening.**

It will be the sole responsibility of the proposer to ensure that its proposal is submitted prior to the proposal opening date and time listed. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

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

Following the full execution of a contract for the work solicited in this RFP and the successful proposer's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful proposer's bid will be refunded to the successful proposer, or in the event bid security was provided by a bond, the bond accompanying the successful proposer's bid will be returned to the successful proposer. In the event the successful proposer fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the City provides notice to the successful proposer to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale.

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

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

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

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

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

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



consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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

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

### **3.12 Insurance Requirements**

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

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

The following insurance policies and coverages are required:

#### **Commercial General Liability**

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

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

- \$5,000,000 each occurrence and \$5,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

#### Professional Liability

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

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

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

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

##### Contractors Pollution Liability Coverage

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

##### Hazardous Waste Transportation Coverage

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

##### Disposal Coverage

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

#### Crane and Rigging Liability

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



#### Business Automobile Liability

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

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

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

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

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

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

#### Insurance Certificate Requirements

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

- h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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



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

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

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

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

### **3.14 Invoices/Payment**

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

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

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

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

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

### **3.15 Periodic Estimate for Partial Payment**

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

### 3.16 Related Expenses/Travel Expenses

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

3.17 The City Shall make payment to the Contractor by check.

### 3.18 Price Proposal

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

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

### 3.19 Bid Allowance/Reimbursable

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

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

Allowance	\$
Permit Fee	600,000.00
P12383 Owners Contingency	632,500.00
P12384 Owners Contingency	1,460,300.00
TOTAL	2,692,800.00

### 3.20 CONTRACT TIME

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 10 calendar days of the date of the Notice to Proceed.

The Work for project **P12383** shall be Substantially Completed within **438** calendar days. The Work for project **P12384** shall be Substantially Completed within **600** calendar days; after the date when the Contract Time commences to run as provided in the Notice to



Proceed. See DCP document for certain portion of work that needs to be completed within specific timeframe: 1. Scope of Work, section 2).

The Work for project **P12383** shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **468** calendar days. The Work for project **P12384** shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **660** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

### **3.22 City Project Manager**

The Project Manager is hereby designated by the City as, Sylejman Ujkani. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the work in accordance with this Agreement.

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

### **3.23 Liquidated Damages**

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

If the work area on CRCC property is not completely restored to Playing Conditions within the first or second, ten (10) calendar day work window, then the DBF shall pay liquidated damages in the mount of \$2,500 per day, starting from day eleven (11), until the area is resorted to Playing Conditions and approved by CRCC. If work remains incomplete, and the disturbed areas unrestored, for more than seven (7) additional calendar days beyond the allowed ten (10), then the City reserves the right to issue a stop work order and initiate any means necessary to immediately return the disturbed work areas to Playing Conditions, at the expense of the DBF. Delays outside that are outside of the specified restricted area are subject to pay the city the Sum of \$500.00 for each and every calendar day that the completion of the Work is delayed beyond the time specified for the overall completion date of the project, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the contractor.

The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DBF. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use of the Project. 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 City as consequence of such delay. If there is any discrepancy between this language and the language contained in the DCP, the language in this paragraph shall prevail.

### **3.24 Public Entity Crimes**

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

### **3.25 Subcontractors**

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

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

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

### **3.26 Work Schedule**

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

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

### **3.27 Contract**

The proposer to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the proposer to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder



who is reliable, responsible, and responsive in the opinion of the City, and that proposer shall fulfill every stipulation and obligation as if such proposer were the original party to whom award was made.

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

## SECTION 4 SCOPE OF WORK

### P12383 - 25<sup>th</sup> Avenue Force Mains

#### 4.1 Scope of Work

Paragraph 6(e) of Consent Order (CO) Number 16-1487 requires the replacement of approximately 5,820 linear-feet of 24-inch-diameter cast-iron sanitary sewer force main along Northeast 25<sup>th</sup> Avenue, from State Road 870 (East Commercial Boulevard) to Repump Station B, located within the Coral Ridge Country Club Golf Course (CRCC) by September 30, 2026. The City of Fort Lauderdale (CITY) has elected to move forward with this project via a design-build project delivery approach.

The CITY has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design- Build Firm (DBF) for the design, permitting, and construction of the Northeast 25<sup>th</sup> Avenue Force Main Replacement (Project) complete with all tie-ins and fully restored to existing or better conditions. Included in the scope of work are design, permitting, construction, maintenance of traffic (MOT), dewatering, construction management services, as well as inspection, construction certification, and all associated work delineated herein or determined by the DBF as required to meet the Project intent. The RFP Documents, including the Design Criteria Package (DCP), Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the Contract. The DBF shall be responsible for design, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, MOT, and all other related work or services. This DCP sets forth minimum requirements for execution of the work regarding design, construction, and maintenance of traffic during construction, including requirements relative to project management and scheduling and coordination with other agencies and entities such as the state, county, local government, environmental permitting agencies, and the public. Exhibit B includes technical specifications that describe the material quality standards and performance criteria for this Project. Exhibit C includes conceptual layouts that illustrate the Project intent and existing utility information. These conceptual layouts are provided to convey sufficient information to allow the Respondent to prepare a response to the CITY's RFP. Exhibit D provides relevant information from geotechnical investigation. Exhibit E provides relevant information from a topographic survey, which includes identification of right-of-way, easement requirements, and legal description of properties. The overall length of the force main, connections with existing utilities, and the exact tie-in locations shall be confirmed as part of the scope of this design-build project. The selected DBF will be required to retain full responsibility for design, permitting, and construction of all aspects of the Project. The DBF shall develop a detailed project design based on the criteria set forth in this document and construct the work in accordance with the requirements set forth in this document and applicable permits procured for the Project by the DBF. The Project includes the design, permitting, construction, testing, and startup of:

- 1) A new force main along Northeast 25<sup>th</sup> Avenue, with a minimum nominal internal diameter (ID min.) of 24 inches, utilizing high-density polyethylene (HDPE) pipe [referred to as 30-inch HDPE DR 11/200 PSI on the Contract Drawings], using a combination of open-cut trenching and horizontal directional drilling (HDD) installation methods to replace the existing cast-iron force main.
  - a) The segment of force main on Northeast 25<sup>th</sup> Avenue, from East Commercial Boulevard, south to Northeast 47<sup>th</sup> Street, shall be installed utilizing the open cut method.
  - b) The segment of force main from Northeast 47<sup>th</sup> Street, south to the access road into CRCC (roughly located at the bend where Northeast 25<sup>th</sup> Avenue becomes Northeast 40<sup>th</sup> Street), shall be installed utilizing HDD methods.
  - c) Select, procure, and install new isolation plug valves and necessary piping near intersections of Northeast 25<sup>th</sup> Avenue and Northeast 49<sup>th</sup> Street, Northeast 25<sup>th</sup> Avenue and Northeast 48<sup>th</sup> Lane to replace existing inoperable valves and provide isolation (line stop) and flow bypass in order to perform required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for isolation from service pressure.
  - d) Connections: Connect new proposed 24-inch force main to existing 18-inch cast-iron force main on Northeast 25<sup>th</sup> Avenue just south of FDOT right-of-way (ROW) on E. Commercial Blvd.
  - e) Interconnect new proposed 24-inch force main on Northeast 25<sup>th</sup> Avenue to existing 14-inch-diameter cast-iron force main and existing 16-inch-diameter ductile iron force main that extend east along Northeast 49<sup>th</sup> Street.
  - f) Interconnect new proposed 24-inch force main on Northeast 25<sup>th</sup> Avenue to existing 8-inch-diameter cast-iron force main that extends west along 48<sup>th</sup> Lane.
- 2) The segment of force main crossing CRCC property, from the access easement entering into CRCC property to the City's property located within the CRCC boundaries, shall be installed by open cut method and must be completed and all disturbed areas fully restored to golf course "Playing Conditions" within ten (10) calendar days of commencement of the work on CRCC property as shown in Table 1. If work on CRCC property cannot be completed and restored to Playing Conditions in ten days, as deemed acceptable by the CRCC operators, the DBF Contractor shall temporarily restore all disturbed areas on CRCC's land to Playing Conditions, as deemed acceptable by the CRCC operators, and relocate all equipment and materials to other areas of the project until a second, ten (10) day work period becomes available (see table below). All work required on CRCC property shall be completed within these two (2), ten-day periods, as the CRCC will not allow any further disturbance to their golf course beyond these allowable



timeframes. If work extends beyond the two allowable work periods, liquidated damages will be assessed for each day work continues beyond the allowable timeframes. "Playing Conditions" shall be defined as matching existing, pre-construction golf course conditions, and as further clarified by the operators of CRCC during a site-specific, pre-construction coordination meeting, to be held in advance of commencing work on CRCC property. Due to the specialized nature of the fine-slope grading and specialized materials used on golf courses, restoration of CRCC property will require close coordination with the CRCC, as well as the use of their selected landscape and grounds maintenance contractor of choice.

- 3) The following timeframes are the ONLY dates allowed for work crossing the CRCC golf course property. Depending on the DBF team's date of NTP and ability to start work expeditiously, work may only be performed during one calendar year's available work window. All work required, must be completed within one or two 10-day windows, either in calendar year 2024 or 2025:

Table 1 – 10-Day Windows for Work On Golf Course:

Calendar Year 2024	Calendar Year 2025
June 3 - June 12	June 2 - June 11
July 29 - August 7	July 28 - August 6

- 4) At Repump Station B (on City property located within the CRCC boundaries – not subject to the liquidated damages previously mentioned for work on CRCC property), the new 24-inch force main shall be connected to the manifolded suction header piping that is generally routed around the outside of the pump station. The work to connect the new force main includes, but is not limited to, hot tapping of the existing 30-inch-diameter header and installation of an isolation plug valve. The gate valve used for tapping shall be abandoned in the open position when the new force main is placed into service. The existing 24-inch-diameter cast-iron main shall be capped as close to the manifolded header as feasible. The work as part of this task includes, but is not limited to, performing a line stop on the 24-inch-diameter main, cutting the pipe and installing a blind flange restrained using a flange adaptor (or approved equal approach), and bypassing the flow from the existing 24-inch-diameter force main to make the connection. The work as part of this task will require installation of pipeline restraints (i.e. concrete thrust blocks, restrained joints or equivalent) to prevent separation of upstream joints after the pipe is cut and capped.
- 5) Work of this project must be coordinated in a phased approach with City Project 12384 Northeast 38<sup>th</sup> Street 42-Inch FM and Northeast 19<sup>th</sup> Avenue 24-Inch FM Replacement.

#### **4.1.1 PROJECT REQUIREMENTS**

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

#### **4.1.2 Design and Construction Criteria**

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

- 1) Completion of engineering design plans for construction. Final plans must include emergency contact information as required by the CITY.
- 2) The procurement of all permits required for construction and the placement of the pipelines in service from local, state, and federal agencies, including but not limited to, the Florida Department of Transportation, the South Florida Water Management District, Broward County Traffic Operations, Broward County Environmental Protection and Growth Management Department, and the CITY. The DBF shall develop strategies, and identify primary issues, possible testing requirements, and timing.
- 3) Construction in heavily trafficked areas and how to maintain access to residences during construction.
- 4) Appropriate Quality Control/Quality Assurance procedures.
- 5) The development of final record drawings (as-builts), including the collection of data in a format that allows as-built information to readily be uploaded into the City's asset management software systems (e.g., Cityworks and ArcGIS).
- 6) Coordination with CRCC Golf Course and adherence to their strict timeframes for allowing work to impact the golf course.

#### **4.1.3 Detailed Description**

The technical proposal should demonstrate an understanding of the following design issues:

- 1) HDD for pipe installation, risks, and risk mitigation measures
- 2) Open-cut excavation and backfill for pipe installation
- 3) Connection of new pipe to existing, in-service utilities

- 4) Dewatering activities during construction
- 5) Maintenance of traffic
- 6) Preservation of access to private properties during construction
- 7) Adjustment of existing utilities, as necessary

#### **4.1.4 Governing Regulations**

The services provided by the DBF shall be in compliance with all applicable CITY ordinances, rules and requirements, Occupational Safety and Health Administration (OSHA) Guidelines, South Florida Water Management District Manuals and Guidelines, as well as FDEP and Broward County Environmental Protection and Growth Management Department, regulations and guidelines. In general, the most recent editions of the following documents shall be utilized for this Project (*this is not intended to be an exhaustive listing of all applicable guidelines*):

- 1) South Florida Water Management District Volume V – Permit Information Manual, Criteria Manual for the Use of Works by the District
- 2) Broward County Environmental Protection Department – A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application
- 3) OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA)
- 4) OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA).
- 5) Florida Building Code
- 6) Federal Highway Administration – Manual on Uniform Traffic Control Devices

#### **4.1.5 SERVICES AND MATERIALS PROVIDED BY THE CITY**

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

Design review services:

- 1) Provide clarifications of the DCP and respond to DCP-related Requests for Information
- 2) Construction Project Administrator, if/as deemed necessary by the City



- 3) Submittals and shop drawing review
- 4) Construction observation and inspections for CITY, if/as deemed necessary by the City

#### **4.1.6 EXISTING UNDERGROUND UTILITY INFORMATION**

Limited information on existing underground utilities within the vicinity of the Project area is available. Topographic survey of the force main route, which identified above ground and underground utilities with above ground markings to the extent possible within the public right-of-way, meeting the requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17 F.A.C, is included as part of Exhibit E. Available Sunshine 811 Design Ticket information is included in Exhibit F.

#### **4.1.7 PERMIT REQUIREMENTS**

It shall be the DBF's responsibility to secure all permits required to initiate and complete the work under this Contract. The DBF shall be responsible for all applicable permit fees and adhere to all requirements of the applicable permits before, during, and after construction. Refer to Technical Specifications Section 6.0 Permit Requirements in Exhibit B for additional information.

#### **4.1.8 CITY CADD STANDARDS AND STANDARD DETAILS**

All design drawings prepared under this Project shall comply with the latest CITY document titled "City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings" (hereinafter CADD Standards) in effect at the time of contract execution. A copy of the CITY CADD Standards is included in Exhibit G.

All design drawings shall also comply with the CITY Standard Details provided in Exhibit H.

#### **4.1.9 CONSENT ORDER**

This Project is an FDEP Consent Order mandated project. All deadlines for project completion must be strictly adhered to. A copy is included in Exhibit I.

#### **4.1.10 RECORD DRAWINGS**

Existing record drawing information is provided in Exhibit J for informational purposes only. The CITY makes no guarantees, either expressed or implied, as to their accuracy and completeness.

#### 4.1.11 PROVISIONS FOR UTILITIES, STAGING, AND PARKING

The DBF shall pay for all utilities needed for the performance of the Project. DBF shall be responsible for coordinating with the CITY for parking and staging arrangements within CITY properties and ensure that the area remains free of garbage, trash, and litter.

#### 4.1.12 PROJECT MEETINGS

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

Following the written Notice to Proceed, the DBF shall coordinate with the CITY to hold a preconstruction meeting. All following meetings shall likewise be organized by the DBF upon instruction from the CITY.

#### 4.1.13 CONSTRUCTION DURATION

The selected DBF is expected to complete the Project as expeditiously as possible. At minimum, the selected DBF must adhere to the following schedule as set by the CITY:

**Table 2. Project Schedule P12383 - 25<sup>th</sup> Avenue Force Mains**

<b>MILESTONE</b>	<b>CALENDAR DAYS FROM NOTICE TO PROCEED</b>
Substantial Completion of the Project	438
Final Completion of the Project	468

These timeframes are for the overall project completion. Specific portions of work shall be completed within the respective timeframes mentioned in other sections of this document.

<sup>2</sup>Per FDEP Consent Order requirements, all work must be completed (including any change order work) before September 2026 – regardless of the DBF’s date of NTP or any other timeframes mentioned herein.

Failure to meet milestones on the above schedule, as well as intermediate milestones related to work on CRCC property, will result in liquidated damages to be paid by the selected DBF, as described in the CITY’s general conditions.

The selected DBF is responsible for obtaining all permits needed for the Project. The procurement of permits is critical for the completion of the Project and needs to be taken into account by the selected DBF.

## **P12384 – NE 38<sup>th</sup> Street Force Mains**

### **4.2 SCOPE OF WORK**

Paragraph 6(e) of Consent Order (CO) Number 16-1487 requires the replacement of approximately 700 linear feet (LF) of 20-inch-diameter force main (FM) and 7,200 LF of FM with a minimum nominal internal diameter (IDmin) of 42 inches along Northeast (NE) 38<sup>th</sup> Street (St.) between NE 12<sup>th</sup> Avenue (Ave.) and Repump Station B (located in the Coral Ridge Country Club [CRCC] Golf Course). It also requires the installation of 3,750 LF of new 24-inch-diameter FM along NE 50<sup>th</sup> Court (Ct.) by September 30, 2026. The City of Fort Lauderdale (CITY) has elected to move forward with this project via a design-build project delivery approach.

The CITY has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design-Build Firm (DBF) for the design, permitting, and construction of the project, complete with all tie-ins and fully restored to existing or better conditions. Included in the scope of work are design, permitting, construction, maintenance of traffic (MOT), dewatering, construction management services, inspection, construction certification, and all associated work delineated herein or determined by the DBF as required to meet the project intent.

The RFP Documents, including this Design Criteria Package (DCP), Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the contract. The DBF shall be responsible for design, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, MOT, and all other related work or services. This DCP sets forth minimum requirements for execution of the design, construction, and MOT during construction, including requirements relative to project management and scheduling and coordination with other agencies and entities such as the state, county, local government, environmental permitting agencies, and the public.

Exhibit B includes technical specifications that describe the material quality standards and performance criteria for this project. Exhibit C includes conceptual layouts that illustrate the project intent and existing utility information. These conceptual layouts are provided to convey sufficient information to allow the Respondent to prepare a response to the CITY's RFP. Exhibit D provides relevant information from geotechnical investigation. Exhibit E provides relevant information from a topographic survey. The overall length of the FM, connections with existing utilities, and the exact tie-in locations shall be confirmed as part of the scope of this



design-build project. The selected DBF will be required to retain full responsibility for design, permitting, and construction of all aspects of the project. The DBF shall develop a detailed project design based on the criteria set forth in this document and construct the work in accordance with the requirements set forth in this document and applicable permits procured for the project by the DBF. The project includes the design, permitting, construction, testing, and startup of:

- 1) 700 LF of a new 20-inch-diameter FM along NE 38<sup>th</sup> St. between NE 12<sup>th</sup> Ave. and NE 13<sup>th</sup> Ave. 70 LF shall be installed by open-cut and 630 LF by horizontal directional drilling (HDD).
- 2) Connections: Connect the west end of the proposed FM to the existing 20-inch cast iron pipe (CIP) FM located between North Dixie Highway and NE 12<sup>th</sup> Ave. Connect the east end of the proposed FM to the existing 20-inch CIP FM at NE 38<sup>th</sup> St., to the 20-inch CIP FM at NE 13<sup>th</sup> Ave., and to the proposed 42-inch IDmin FM.
- 3) 7,200 LF of a new 42-inch IDmin FM along NE 38<sup>th</sup> St., between NE 13<sup>th</sup> Ave. and Repump Station B inside the CRCC. The segment of FM from NE 13<sup>th</sup> Ave. to NE 20<sup>th</sup> Ave. shall be installed using an HDD installation method. The segment of FM from NE 20<sup>th</sup> Avenue to the CITY's Mangurian Park shall be installed using the open-cut method and the segment of FM under the CRCC Golf Course shall be installed using HDD. connections:
- 4) Connect the existing 18-inch high-density polyethylene (HDPE) FM and 20-inch ductile iron pipe (DIP) FM at NE 13 Ave. to the proposed 42-inch IDmin FM.
- 5) Connect the existing 16-inch DIP FM at NE 16<sup>th</sup> Ave. to the proposed 42-inch IDmin FM at NE 38<sup>th</sup> St.
- 6) Connect the existing 8-inch CIP FM near NE 20<sup>th</sup> Ave. to the proposed 42-inch IDmin FM at NE 38<sup>th</sup> St.
- 7) Connect the proposed 42-inch IDmin FM to Repump Station B in the CRCC.
- 8) Select, procure, and install all new flow, air release valves, and necessary piping and provide isolation (line stop) and flow bypass to perform the required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for their isolation from service pressure. Connections to the existing wastewater FM system and wastewater pump stations shall be conducted via open-cut method. The overall length of the crossings and exact tie-in locations will be determined as part of the scope of this design-build project.
- 9) 3,750 LF of new FM 24-inch IDmin under NE 50th Ct. Construction of proposed pipelines under NE 38th St shall use HDPE by HDD and open cut in select areas shown on the contract drawings. Installation of new 24-inch IDmin along NE 50th

Ct. shall use DIP or HDPE by open cut and/or HDPE by HDD. No other methods of pipe installation will be allowed on this project.

- 10) Connections: Connect proposed piping on the east end to the discharge line of Pump Station B-9 along NE 18<sup>th</sup> Ave. and on the west end to the existing 24-inch-diameter DIP FM toward Commercial Boulevard (Blvd.).
- 11) The DBF is required to provide pricing for a bid alternate to relocate a Master Control Meter currently located on NE 12<sup>th</sup> Ave., 165 feet south of NE 38<sup>th</sup> St. The Master Control Meter is owned by the CITY. The work for this bid alternate will include all labor and material required to relocate, test, and place the meter in service. All valves required for the relocation will be plug valves except a pinch valve will be installed downstream of the master meter.
- 12) The segment of 42-inch IDmin FM crossing CRCC property from Mangurian Park to Repump Station B shall be installed by HDD. The goal of installing the FM by HDD is to avoid damage to the golf course. Any work that will disrupt the operation of the golf course shall be within 10 calendar days of commencement of the work as shown in Table 1 in Section 5a. Any damage to the golf course shall be repaired and course returned to playing conditions. The DBF shall install the 42-inch IDmin FM from Mangurian Mark to the Repump Station B ahead of the allowable 10-day window and shall coordinate this work with CRCC. The DBF shall complete the work to tie-into the existing force main at the Repump Station B site expeditiously. If work that disrupts the operation of the golf course extends beyond the two allowable work periods, liquidated damages will be assessed for each day work continues beyond the allowable timeframes. "Playing conditions" shall be defined as matching existing, preconstruction golf course conditions, and as further clarified by the operators of CRCC during a site-specific, preconstruction coordination meeting, to be held in advance of commencing work on CRCC property. Based on the specialized nature of the fine-slope grading and specialized materials used on golf courses, restoration of CRCC property (if any damage occurs) will require close coordination with the CRCC, as well as the use of their selected landscape and grounds maintenance contractor of choice.
  - a. All work that will disrupt the operation of the golf course (outside of the Repump Station B Site) must be completed within one or two 10-day windows, either in calendar year 2024 or 2025, as shown in Table 1.

Table 1: 10-day Windows for Work on Golf Course

Calendar Year 2024	Calendar Year 2025
June 3 to June 12	June 2 to June 11
July 29 to August 7	July 28 to August 6

At Repump Station B (on CITY property located within the CRCC boundaries – not subject to the liquidated damages previously mentioned for work on CRCC

property), the new 42-inch FM shall be connected to the manifolded suction header piping that generally is routed on the west side of the pump station. The work to connect the new FM includes hot tapping the existing 42-inch-diameter pipe at two locations and installing two isolation plug valves. The valves used for tapping shall be abandoned in the open position when the new FM is placed into service. The work as part of this task includes performing two line stops on the existing 42-inch-diameter FM, cutting the pipe and installing two restrained blind flanges, and bypassing the flow from the existing 42-inch-diameter FM to make the connection. The work as part of this task will require installation of pipeline restraints (concrete thrust blocks, restrained joints, or equivalent) to prevent separation of upstream joints after the pipe is cut and capped. The DBF shall be responsible for design, any additional survey, and/or geotechnical exploration beyond that presented in this DCP needed to complete the detailed design, preparation of completed permit submittal packages, and procurement of all required permits for construction, construction phasing, MOT, and all other related work or services.

The selected DBF shall also ensure that the existing flow from the City of Oakland Park (COOP) and Wilton Manors connections to the existing FM is maintained at all times to the satisfaction of the COOP and Wilton Manors.

Work on this project must be coordinated in a phased approach with CITY project 12383, NE 25<sup>th</sup> Ave. 24-inch FM Replacement.

#### **4.2.1 PROJECT REQUIREMENTS**

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

#### **4.2.2 DESIGN AND CONSTRUCTION CRITERIA**

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

- 1) Completion of engineering design plans for construction. Final plans must include emergency contact information as required by the CITY.
- 2) The procurement of all permits required for construction and the placement of the pipelines in service from local, state, and federal agencies, including the Florida Department of Transportation (FDOT), South Florida Water Management District, Broward County Traffic Operations, Broward County Environmental Protection and Growth Management Department, and the CITY. The DBF shall develop



strategies, identify primary issues, identify possible testing requirements, and determine timing.

- 3) Construction in heavily trafficked areas.
- 4) Appropriate quality control/quality assurance procedures.
- 5) The development of final record drawings.
- 6) Coordination with COOP.
- 7) Coordination with Wilton Manors
- 8) Coordination with CRCC Golf Course.
- 9) Coordination with Golf Ridge Estates Homeowner's Association.

#### **4.2.3 DETAILED DESCRIPTION**

The technical proposal should demonstrate an understanding of the following design issues:

- 1) Pipe installation technologies such as open-cut excavation and backfill and HDD
- 2) Connection of new pipe to existing, in-service utilities
- 3) Line stop installation and installation and operation of bypass pumps and pipelines (as needed)
- 4) Dewatering activities during construction
- 5) Preservation of access to private properties during construction
- 6) Maintenance of traffic
- 7) Adjustment/relocation of existing utilities

#### **4.2.4 GOVERNING REGULATIONS**

The services provided by the DBF shall be in compliance with all applicable CITY regulations and guidelines, U.S. Occupational Safety and Health Administration (OSHA) guidelines, South Florida Water Management District manuals and guidelines, as well as Florida Department of Environmental Protection (FDEP), FDOT, Broward County Highway Construction and Engineering Division, Broward County Environmental Protection and Growth Management Department regulations and guidelines, except as explicitly noted within this document. In general, the most recent editions of the following documents shall be used for this project:

- 1) South Florida Water Management District Volume V – Permit Information Manual, Criteria Manual for the Use of Works by the District
- 2) Broward County Environmental Protection Department – A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application
- 3) OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA)
- 4) OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA)
- 5) Florida Building Code
- 6) FDOT Utility Accommodation Manual
- 7) Federal Highway Administration – Manual on Uniform Traffic Control Devices

#### **4.2.5 SERVICES AND MATERIALS PROVIDED BY THE CITY**

The CITY has retained the services of a Design Criteria Engineer (DCE) to provide services during design and to provide construction administration services. The DCE will provide the following design review services:

- 1) Provide clarifications of the DCP and respond to DCP-related Requests for Information
- 2) Act as construction project administrator
- 3) Review submittals and shop drawings
- 4) Observe and inspect construction for the CITY

#### **4.2.6 EXISTING UNDERGROUND UTILITY INFORMATION**

Limited information on existing underground utilities within the vicinity of the project area is available. Topographic survey of the FM routes, which identified aboveground and underground utilities with aboveground markings to the extent possible within the public right-of-way, meeting the requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17, Florida Administrative Code, is included in Exhibit E. Available Sunshine Design Ticket information is included in Exhibits F. The DBF is responsible for confirming the collected information and obtaining details on underground utilities along the FM routes.

#### **4.2.7 PERMIT REQUIREMENTS**

It shall be the DBF's responsibility to secure all permits required to initiate and complete the work under this contract. The DBF shall adhere to all requirements of the applicable permits before, during, and after construction. The DBF shall pay all the required permit fees and the CITY shall reimburse fees based on the receipts submitted by the DBF. All permit fees shall be shown as allowance in the bid tab.

#### **4.2.8 CITY CADD STANDARDS AND STANDARD DETAILS**

All design drawings prepared under the project shall comply with the latest CITY document titled City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings (hereafter, CADD Standards) in effect at the time of contract execution. A copy of the CITY CADD Standards is included in Exhibit G.

All design drawings also shall comply with the CITY Standard Details provided in Exhibit H.

#### **4.2.9 CONSENT ORDER**

This project is an FDEP Consent Order mandated project. All deadlines for project completion must be adhered to. A copy of the CO is included in Exhibit I.

#### **4.2.10 RECORD DRAWINGS**

Existing record drawing information is provided in Exhibit J for informational purposes only. The CITY makes no guarantees, either expressed or implied, as to their accuracy and completeness.

#### **4.2.11 PROVISIONS FOR UTILITIES, STAGING, AND PARKING**

The DBF shall pay for all utilities needed for the performance of the project. DBF shall be responsible for coordinating with the CITY for parking and staging arrangements within CITY properties and will ensure that the area remains free of garbage, trash, and litter.

#### **4.2.12 PROJECT MEETINGS**

The CITY shall require meetings throughout the project that require the participation of the CITY, selected DBF, all subcontractors, all subconsultants, representatives of governmental agencies with jurisdiction in the project area, and any others as requested by the CITY and/or DBF. All meetings shall be held at a central site that is convenient to all parties. The DBF shall schedule regular meetings associated with all the major milestones, deliverables, substantial completion, final completion, and other matters that need discussion and resolution.



Following the written NTP, the DBF shall coordinate with the CITY to hold a preconstruction meeting. The DBF also shall schedule monthly meetings during construction. All following meetings shall likewise be organized by the DBF upon instruction from the CITY.

#### 4.2.13 DESIGN-BUILD CONTRACT DURATION

The selected DBF is expected to complete the project as expeditiously as possible. At a minimum, the selected DBF must adhere to the schedule in Table 2 as set by the CITY.

Table 2. Project Schedule - **P12384 – NE 38<sup>th</sup> Street Force Mains**

Milestone	Calendar Days from NTP
Substantial Completion of the project	600
Final Completion of the project	660

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

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

#### 4.3 DBF FIRMS

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

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

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

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

#### **4.4 Permits**

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

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

## **SECTION 5 SUBMITTAL REQUIREMENTS**

### **5.1 Instructions**

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

All proposals must be submitted electronically.

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

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

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

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

- 5.1.5** In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be



executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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

DBF shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the DBF does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the DBF or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### 5.1.6 Submittals

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

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

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

### 5.2 Contents of Qualification Statement/Submittals:

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

#### Table of Contents

##### 5.2.1 **Proposal Contact Person Information**

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

Identify the following:

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

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

## **5.2.2 Qualifications of The Firm**

### **5.2.2.1 Minimum Qualifications**

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

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

Proposers shall submit proof of permitting and construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

- The Proposer shall have previous experience in constructing force main pipe installation and testing within the last ten (10) years and has successfully completed at least three (3) collaborative delivery (Design-Build) projects with a contract value of at least \$5,000,000.00 of similar Scope.
- The Proposer shall provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds to cover a minimum amount of \$5,000,000.00.

### **Licensure**

- The Proposer shall be licensed as a General Contractor or an Underground Utility Contractors license in the State of Florida the time of submittal of its RFP shall maintain licensure for the duration of the Design-Build Contract.
- The Proposer's Engineer shall be licensed as a Professional Engineer in the State of Florida and shall maintain licensure for the duration of the Design-Build Contract.



### **Business Structure**

- Provide a brief introduction narrative letter highlighting the qualifications of the firm in providing the professional services as it relates specifically to the Project;
- Corporations, Joint Ventures, LLC or Partnerships – submit a copy indicating when the corporation was organized as a legal entity in the State of Florida, corporation number;
- Any firm(s) involved in a joint venture in this Proposal will be evaluated individually. An executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active State of Florida professional licenses, including professional engineers, State of Florida certifications; State of Florida certified general contractors license with unlimited building classification, held by the Firm under Florida Law to provide the required services;
- Names of Key Personnel and Role in this project;
- Name, title, name of firm, phone number, fax number, and email;
- Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

### **Firm's Workload**

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

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

### **Joint Ventures**

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

### **Financials**

- Each page of the financial documents provided should be marked "Confidential" and submitted in a separate envelope;
- List total annual billings for each of the past three (3) calendar years;
- The DBF or JV, each JV member, will furnish annual audited financial reports for the three (3) most recent full financial years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. Each page of the financial documents provided should be marked "Confidential". Quick Ratio (liquidity ratio that measures the level of the most liquid current assets

available to cover current liabilities) with a minimum value of 1.0 is preferred. Complete balance sheets and income statements must be included. Data provided for parent or child entities related to the applicant firm in lieu of the applicant's data shall not be reviewed, and at the discretion of the City may be considered non-responsive.

### **Key Personnel**

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

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

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

### **Concerning Subconsultants, suppliers, and Others**

The amount of work that is sublet by the DBF, including Joint Ventures, shall be limited by the condition that the DBF, or in the case of a Joint Ventures, shall with his own organization, perform at least **forty percent (40%)** of the total dollar amount of the Work to be performed under the Agreement.

### **Safety**

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

#### **5.2.3 Qualifications of The Team**

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

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

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

#### **Sub-consultant(s)**

DBF must clearly reflect in its Proposal any Sub-consultant including but not limited to the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialists, Project Health and Safety Manager (collectively, the "Team Members"), proposed to be utilized along with a summary of their background and qualifications, including but not limited to name of the sub-consultant, location of place of business, service(s) the sub-consultant will provide, license (if applicable), two (2) sub-consultant references, ownership, education, and experience. These primary positions shall only serve in one (1) role. The City retains the right to accept or reject any sub-consultant proposed.

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

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

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

#### **Example Projects**

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



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

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

### **5.2.6 History & Past Performance**

The DBF shall have previous experience in the design, permitting, construction aspects of the project as described in this RFP, in the State of Florida within the last ten (10) years.

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

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

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

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

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

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

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

Proposer must submit the Price Proposal Form included in this RFP. In addition to submitting the required Price Proposal Form, the Proposer must include a separate Schedule of Values for each phase or task of work. This Schedule of Values and Price Proposal form shall also be submitted in electronic Microsoft Excel format with detailed breakouts of pricing and supporting calculations and organizational structure. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the design-build project. The price proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the design-builder's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

#### **5.2.8 Contract Forms**

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

##### **a. Sample Insurance Certificate**

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

##### **a. Prime DBF Identification**

##### **b. Trench Safety**

##### **f. Non-Collusion Statement**

##### **g. Non-Discrimination Certification Form**

##### **h. E-Verify Affirmation Statement**

**i. Proposal Bond**

**j. Proposal Certification**

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

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



## **SECTION 6 EVALUATION AND SELECTION CRITERIA**

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

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

<b>CRITERIA</b>	<b>PERCENTAGE</b>
Qualifications of the Firm & the Team	25
Project Methodology & Approach	35
Price Proposal	30
History & Past Performance	10
<b>TOTAL</b>	<b>100</b>

### **6.2 EVALUATION PROCEDURE**

#### **Committee**

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

#### **Scoring and Ranking**

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

#### **Clarification**

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

#### **Negotiations**

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

If the City is unable to negotiate a satisfactory design-build contract with the design-build firm considered to be the most qualified, negotiations with that design-build firm shall be formally

terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new RFP may be undertaken.

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

#### **Consult Design Criteria Professional**

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

#### **Award**

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

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

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

#### **Exceptions**

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

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



**SECTION 7  
PRICE PROPOSAL FORM**

**DESIGN**

**RFP # 99 Project 12383: DESIGN-BUILD SERVICES FOR NE 25<sup>TH</sup> AVE 24-INCH  
FORCE MAIN REPLACEMENT**

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

**CONSTRUCTION**

***GENERAL***

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

**7. *FORCEMAIN***

- |   |          |
|---|----------|
| i. 30-inch HDPE DR 11/200 PSI Force Main by Horizontal Direction Drill (HDD), including fittings, air release valves and pits, from NE 47th Street to NE 40th Court | \$ _____ |
| ii. 30-inch HDPE DR 11/200 PSI Force Main, including fittings, by Open Cut from NE 40th Court/25th Avenue to Repump Station B                                       | \$ _____ |
| iii. Connection Point   | \$ _____ |
| 8. Valves   | \$ _____ |
| 9. Restoration  |          |



i. Golf Course Restoration	\$ _____
ii. Restoration of Road Along 25th Avenue	\$ _____
iii. Driveway Restoration Along NE 25th Avenue From Commercial to NE 40th Court	\$ _____
 SUBTOTAL CONSTRUCTION COSTS	 \$ _____

**PERMIT ALLOWANCE**

Permit Fee	<u>\$ 300,000.00</u>
Owner Contingency	<u>\$ 632,500.00</u>

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

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

(AMOUNT IN WORDS)

\$

(FIGURES)

- The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
- I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

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

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

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

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

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

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

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

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



## PRICE PROPOSAL FORM

### DESIGN

#### RFP # 99 **Project 12384**: DESIGN-BUILD SERVICES FOR NE 38th ST 42-INCH FM AND NE 19TH AVE 24-INCH FM REPLACEMENT

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

### CONSTRUCTION

#### GENERAL

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

#### 7. FORCEMAIN

- |  |          |
|--|----------|
| i. 20-inch (ID) FM Open Cut                    | \$ _____ |
| ii. 20-inch (ID) FM HDD                        | \$ _____ |
| iii. 42-inch (ID) FM HDD                       | \$ _____ |
| iv. 42-inch (ID) Open Cut                      | \$ _____ |
| v. NE 12th Avenue 20-inch x 20-inch Connection | \$ _____ |



- vi. 20-inch to 20-inch and 42-inch to 20-inch Connection at NE 13th Avenue \$ \_\_\_\_\_
- vii. Two 8-inch Connections along NE 38th ST \$ \_\_\_\_\_
- viii. 42-inch to 16-inch Connection at NE 16th Avenue \$ \_\_\_\_\_
- ix. Connection 12-inch CIP to 42-inch east of NE 20<sup>th</sup> Ave \$ \_\_\_\_\_
- x. Connection at Repump Station B \$ \_\_\_\_\_

8. 24-inch FM North of Commercial (NE 50<sup>th</sup> CT)

- i. 24-inch Open Cut FM 0+00 - 35+50 \$ \_\_\_\_\_
- ii. Connection at Commercial and NE 13th Street (24- inch to 24-inch FM) \$ \_\_\_\_\_
- iii. Connection to Discharge FM from LS on NE 18th Street \$ \_\_\_\_\_

9. Valves \$ \_\_\_\_\_

10. Restoration

- iv. Golf Course Restoration \$ \_\_\_\_\_
- v. Mangurian Park Restoration \$ \_\_\_\_\_
- vi. Landscape along NE 38<sup>th</sup> Street \$ \_\_\_\_\_
- vii. Restoration of road along 50<sup>th</sup> Court/minor on NE 38<sup>th</sup> St \$ \_\_\_\_\_

SUBTOTAL CONSTRUCTION COSTS \$ \_\_\_\_\_

PERMIT ALLOWANCE

Permit Fee	<u>\$ 300,000.00</u>
Owner Contingency	<u>\$1,460,300.00</u>

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

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

\$ \_\_\_\_\_  
(FIGURES)

11. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
12. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
13. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Typed or printed)

Title: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Address: \_\_\_\_\_

[State] Contractor's License No.: \_\_\_\_\_

Contractor's License Class: \_\_\_\_\_

No.	Question	Response	Supplier Name	Main Contact Name	Date Received
1	what is the engineers estimate/budget?	P12383 25th Ave Force Main = \$6,933,511.00 P12384 38th St. Force Main = \$21,313,935.00 TOTAL PROJECT COST: = \$28,247,446.00	ric-man international, inc	hamill andrade	05/30/2023 08:40:43 AM
2	Please see the attached questions from Man-Con Incorporated.	Question 1: 1. The City of Fort Lauderdale RFP 99 appears to be for two separate projects, Project 12383 NE 25th Ave 24-Inch Force Main Replacement, AND Project P12384 NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement. The currently available document package for project 12384 does not contain the following: “Exhibit C includes conceptual layouts that illustrate the project intent and existing utility information. These conceptual layouts are provided to convey sufficient information to allow the Respondent to prepare a response to the CITY’s RFP. Exhibit D provides relevant information from the geotechnical investigation. Exhibit E provides relevant information from a topographic survey. The overall length of the FM, connections with existing utilities, and the exact tie-in locations shall be confirmed as part of the scope of this design-build project.” Please provide the above-mentioned documents. Response: We posted the missing files, Exhibit C-M, please refer to addendum 2 and attachments - Exhibit C-E and Exhibit F-M Question 2: 2. Is it the intent of the city for RFP 99 to select a single DBF for both 12383 & 12384 projects, or is the city reserving its right to award two separate contracts for each of the projects? Response: The city will select and award both projects to a single Design Build Firm.	Man-Con Inc.	Kate Hill	06/01/2023 02:33:09 PM
3	In the documents available I am only able to find the conceptual layout of 12383 NE 25 Ave 24" FM Replacement. This only shows the alignment of one of the noted alignments. Please advise if there are layouts for the other alignments.	Please refer to Addendum 2 and attachments 7 and 8.	Lanzo Construction Company	James Tilli	06/02/2023 01:30:42 PM
4	When is the due date for submitting proposals?	Proposal due date is June 27, 2023, @2:00 pm	Ric-Man Construction Florida, Inc.	Rafel Vega	06/02/2023 03:06:23 PM
5	Addendum 2 was issued to add Exhibits C-M but no documents were added. Where can we find Exhibits C-M?	The exhibits at attached, please see attachments 7 & 8.	Ric-Man Construction Florida, Inc.	Rafel Vega	06/05/2023 07:43:55 AM
6	Per RFP section 5.2.2 under Safety, certain parameters are provided. If the Design Builder exceeds any one of the individual parameters will the proposal be rejected in full or scored with a lower percentage under the criteria listed in Section 6.1?	Safety is a qualification the Evaluation Committee considers during the scoring/ranking of firms, along with all other aspects of the proposal. Failure to meet the minimum Safety requirements is not grounds for a proposal to be rejected in full.	Ric-Man Construction Florida, Inc.	Rafel Vega	06/05/2023 08:42:43 AM
7	Are the required forms to be submitted in the Question Responses section of Infor and in the PDF Upload Attachment? Should the Price Proposal forms be included in the PDF Upload Attachment?	The Required Forms can be submitted through the Question Response Portal or the PDF Upload Portal. The Price Proposal must be included in your proposal (PDF Upload Attachment/ PDF upload Portal)	CES Consultants, Inc.	Rudy Ortiz	06/06/2023 11:37:48 AM
8	Should the requested financial documents be submitted as a separate, confidential PDF file in the Upload Attachments area of the Infor system? Will this document remain confidential?	Please refer to Section 2 General Conditions -GC - 34 of the solicitation.	CES Consultants, Inc.	Rudy Ortiz	06/06/2023 03:35:06 PM
9	RE: Asbestos: Are there any known existing Asbestos pipes within the vicinity of the work on this project?	No asbestos pipes are anticipated to be encountered in any of the planned excavations.	ric-man international, inc	hamill andrade	06/07/2023 02:40:08 PM
10	RE:Contamination: Are there any known existing contamination within the vicinity of the work on this project?	Please Refer to Exhibit L.	ric-man international, inc	hamill andrade	06/07/2023 02:40:57 PM
11	What is the anticipated award date for this project?	We anticipate awarding this project within the last quarter of 2023.	ric-man international, inc	hamill andrade	06/07/2023 02:41:19 PM
12	What is the anticipated start date for construction?	The projects have restricted completion dates, please be mindful of the completion timelines stated in the solicitation document. It is the DBF team’s responsibility to ensure construction remains on schedule.	ric-man international, inc	hamill andrade	06/07/2023 02:41:49 PM



13	Will you be providing payment of stored materials?	The City's standard is to not pay for stored materials. However, high value long lead time materials may be considered on a case-by-case basis in accordance with the City's policies.	ric-man international, inc	hamill andrade	06/07/2023 02:42:36 PM
14	Other than FDOT, SFWM, BCTO, BCEPGMD, and the CITY, What other municipalities, agencies and jurisdictions are within the project limits?	Design Builder should examine the information presented in Exhibits A-M and satisfy themselves as to the limits of the project.	ric-man international, inc	hamill andrade	06/07/2023 02:43:03 PM
15	PDF 8, a-6 Is the NTP provided for construction or design?	The NTP will be given for the entire project.	ric-man international, inc	hamill andrade	06/07/2023 02:43:34 PM
16	What are the approved hours for work?	Most of the project work falls under the City code noise ordinance. Any work days or work outside of what is allowed per the ordinance can be requested and approved by the City manager. The work on the CRCC property for the 25th Avenue pipe crossing the golf course will be allowed 24 hours per day for the duration described in the DCP.	ric-man international, inc	hamill andrade	06/07/2023 02:43:53 PM
17	What is the cost of water for testing and construction?	Please clarify this question. NOTE: Potable water requirement for construction is the responsibility of the contractor.	ric-man international, inc	hamill andrade	06/07/2023 02:44:16 PM
18	What are the City's observed holidays and events affection work and road & lane closures?	City observed holidays are: i. New Year's Day ii. Martin Luther King's Birthday iii. President's Day iv. Memorial Day v. Independence Day vi. Labor Day vii. Veterans Day viii. Thanksgiving Day ix. Day Following Thanksgiving x. Christmas Day b. There are no known major events in the work area at this time that would result in road/lane closure.	ric-man international, inc	hamill andrade	06/07/2023 02:44:34 PM
19	PDF PAGE 41 OF EXHIBIT A "DCP", Plan Sheet GO2, Please clarify note# 13 regarding "intent is to provide sewer service laterals for each property" and note#25 "laterals shall be provided"?	New Sewer Service laterals are not required for this project. Design builder shall protect all existing sewer service laterals as per Specification section 8	ric-man international, inc	hamill andrade	06/07/2023 02:47:50 PM
20	the link to surety 2000 via the respond now tab on infor appears to be broken or corrupt, please fix	We are currently experiencing technical problems with our Surety 2000 link, please utilize the City's other means of submitting your bid bonds	ric-man international, inc	hamill andrade	06/07/2023 04:56:03 PM
21	does the city have a bid bond form they would like us to use or would a standard AIA form be acceptable	The Standard Form issued by the issuer is acceptable.	ric-man international, inc	hamill andrade	06/07/2023 05:05:21 PM
22	please confirm material of the 60" pipe	Question Disregarded as requested.	ric-man international, inc	hamill andrade	06/08/2023 04:38:14 PM
23	disregard previous question regarding material of 60" pipe	Question disregarded.	ric-man international, inc	hamill andrade	06/08/2023 04:41:19 PM
24	will work be allowed during the following city observed holiday's ii. Martin Luther King's Birthday iii. President's Day vii. Veterans Day	It is City standard to not now allow work on observed holidays, however, some accommodations may be approved on a case-by-case basis.	ric-man international, inc	hamill andrade	06/09/2023 09:11:43 AM
25	how long after award, does city anticipate issuing NTP	Typically, an NTP can be issued within approximately 60 days from the commission approving the award. This period includes the issuance of the executed agreement.	ric-man international, inc	hamill andrade	06/09/2023 09:15:55 AM
26	it is anticipated the contractor will make a request for a temporary meter, what is cost for said meter and what is cost of water consumed via meter	The current temporary meter application deposit depends on size and use of meter, but it is approximately \$2,500.00. The cost of water also depends on size of meter and use, contractors shall contact utility billing at 954-828-5150 or go in person to 700 NW 19th Avenue to confirm costs. It is the contractor's responsibility to ensure all ancillary utilities and or materials needed to manage their projects are covered under the general conditions of their proposal.	ric-man international, inc	hamill andrade	06/09/2023 09:40:32 AM

27	Please provide all information available, including raw files for survey and subsurface engineering performed for the feasibility and conceptual designs.	Raw files will be provided to the awarded firm.	CES Consultants, Inc.	Rudy Ortiz	06/14/2023 09:49:13 AM
28	Need clarification on the NE 38th street DCP_06012023_Exhibit C-E, has plans but says "Not For Construction". Would a new set of plans for Construction of NE 38th Street will be provided?	This is a Design-Build project. As such, the City is procuring a Design-Build firm to Design and Build (construct) the work. All the required conceptual plans are in the Design Criteria Package already provi	David Mancini & Sons, Inc.	David Mancin	06/14/2023 04:11:15 PM
29	Can you please provide as to what specific area of mangurian park is available for storage and construction?	See Addendum 4	David Mancini & Sons, Inc.	David Mancin	06/15/2023 01:26:03 PM
30	Please extend the bid due date by 1-2 weeks.	This bid will not be extended at this time.	CES Consultants, Inc.	Rudy Ortiz	06/19/2023 12:32:58 PM
31	We would like to respectfully request for an extension of time for the closing date.	The City will not be extending this solicitation at this time.	Man-Con Inc.	Kate Hill	06/20/2023 03:00:34 PM
32	[For the tie-in's to existing, does the city currently know the existing pipe materials at each location as this can greatly affect the price for the type of line stops and connection materials that will be required?	It is the DBF's responsibility to pothole to confirm pipe materials during design. Available as-built information is provided in Exhibit J.	Man-Con Inc.	Kate Hill	06/20/2023 03:01:36 PM
33	Please see attached question.	Question: Bid forms for both 12383 & 12384 show Line Item #6 for Site restoration, and both further down have separate restoration line items 12383 with Line Item 9 with a detailed itemization restoration and 12384 Line Item 10 with a detailed itemization for restoration. Response: Please refer to addendum 5. All restoration outside of the Golf Course shall be considered general restoration to be paid under item 6. The specialized restoration required to return the Golf Course to playable condition will be reimbursed as pass through allowance under item 11 for P12383 and item 12 for P12384. Question: Is Line Item 6 redundant, or was line item 6 on both bid forms intended for a specific restoration scope of work? Response: Please refer to Addendum 5. All restoration outside of the Golf Course shall be considered general restoration to be paid under item 6. The specialized restoration required to return the Golf Course to playable condition will be reimbursed as pass through allowance under item 11 for P12383 and item 12 for P12384.	Man-Con Inc.	Kate Hill	06/20/2023 03:02:50 PM
34	What is the bid bond amount?	Bid Bond is 5%	Man-Con Inc.	Kate Hill	06/20/2023 03:03:09 PM
35	Please forward these questions to the engineer.	Question P12383 As noted on Page A-1, 1 Scope of Work, A. 1) c. “new isolation plug valves and necessary piping near intersections of Northeast 25th Avenue and Northeast 49th Street, Northeast 25th Avenue and Northeast 48th Lane to replace existing inoperable valves and provide isolation (line stop) and flow bypass in order to perform required tie-in work. The installation of valves on connections to existing and proposed pipelines shall be included as necessary to allow for isolation from service pressure.” - Please confirm this is the same line stops shown on plan connection detail 3 for the 14” and 16” force mains. If not please provide connection detail for this described work. Response The information noted in the DCP is to be considered a guideline for developing your design plans. The DBF is responsible for designing and locating all valves and line stops as deemed necessary to execute this project. Question As noted on Page A-2, 1 Scope of Work, A. 2) “restoration of CRCC property will require close coordination with the CRCC, as well as the use of their selected landscape and grounds maintenance contractor of choice” Since this can not be defined by the contractor please provide an allowance item with an amount sufficient to pay for these services. Response Please refer to addendum 5. All restoration outside of the Golf Course shall be considered general restoration to be paid under item 6. The specialized restoration required to return the Golf Course to playable condition will be reimbursed as pass through allowance under item 11 for P12383 and item 12 for P12384. Question Please provide the asbuilt information for the flow meter to be relocated as an alternative pay item. Response See attached three files “OaklandPark2.pdf”, “10 of 19 TIF”, and “19 of 19 TIF”.	Lanzo Construction Company	James Tilli	06/20/2023 04:57:37 PM



## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.1

DATE: 06/01/2023

This addendum is being issued to give access to Microsoft Teams Link for pre-proposal meeting on June 5, 2023 @ 10:00 AM.

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 222 402 394 285

Passcode: XaLJ9g

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

+1 954-686-7296,,656877634# United States, Fort Lauderdale

Phone Conference ID: 656 877 634#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

---

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: \_\_\_\_\_

(Please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.2

DATE: 06/05/2023

This addendum is being issued to add Exhibits C-M

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.3

DATE: 06/06/2023

This addendum is being issued to amend Section 7 – Price Proposal Forms for Project #s 12383 & 12384 – See Attachment 10

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: \_\_\_\_\_

(Please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.4

DATE: 06/16/2023

Provides response to the following Question:

Can you please provide as to what specific area of Mangurian Park is available for storage and construction?

Response:

*Attached please see the laydown space for storage and construction. If additional laydown space is needed it may be negotiated with the Parks and Recreational Department at the time of construction.*

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



EXISTING FM

**Jacobs**  
550 W Cypress Creek, Suite 400  
Fort Lauderdale, FL 33309



**FOR BURIED UTILITY INFORMATION  
THREE (3) BUSINESS DAYS  
BEFORE YOU DIG CALL 811**  
(or 1-800-432-4770)  
Sunshine 811  
[www.sunshine811.com](http://www.sunshine811.com)

ENGINEER:  
#Name

TEL: #Tel

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE

00 North Andrews Avenue, Fort Lauderdale, Florida 33301

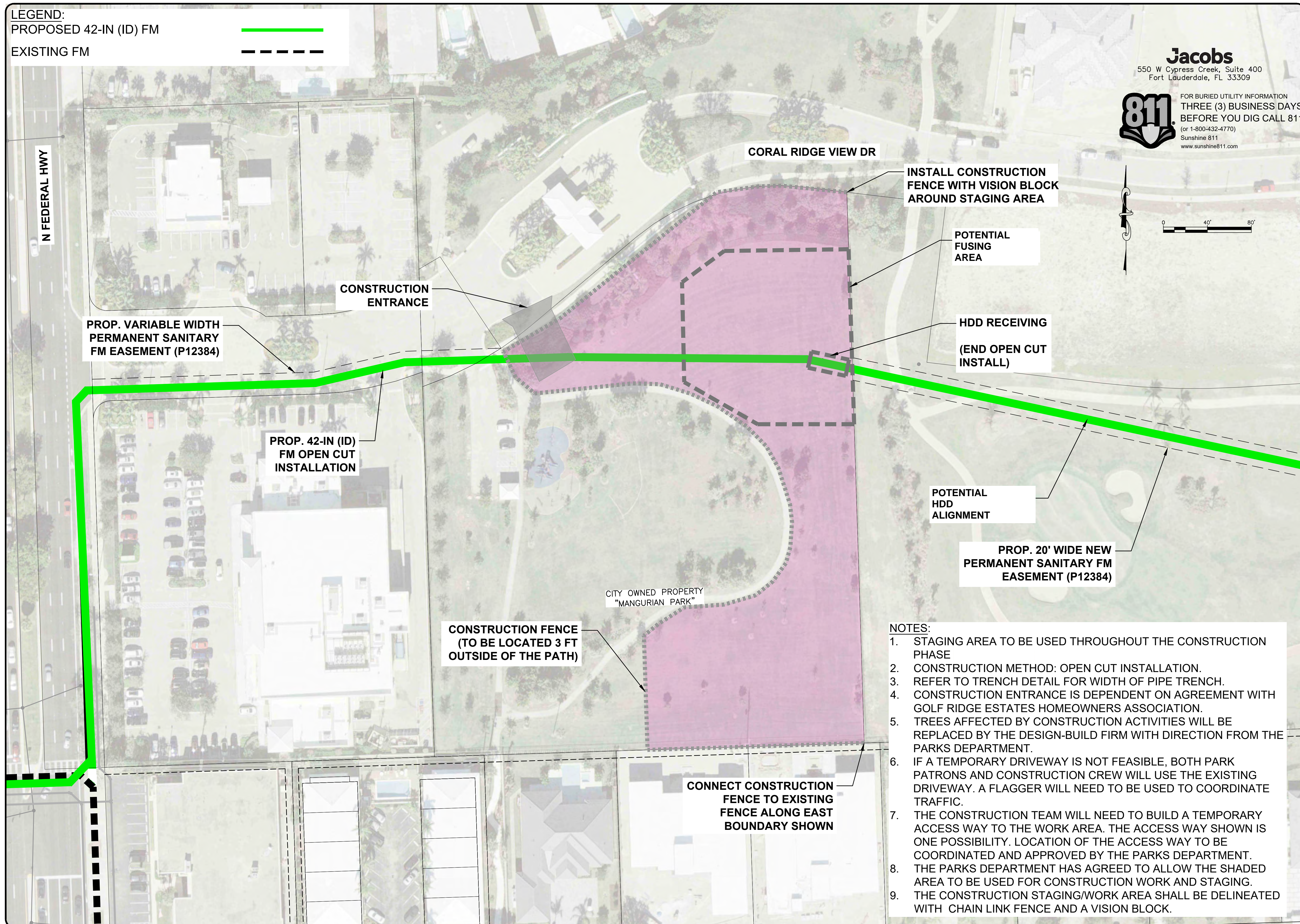
[illegible]

PROJECT # 12384  
CONSTRUCTION REQUIREMENTS  
AT MANGURIAN PARK  
NOT FOR CONSTRUCTION

SHEET NO

TOTAL:	0
CAD FILE:	12384-EXHIBIT-01
DRAWING FILE NO.	

CAM #23-0822M #25-053  
Exhibit 1 Exhibit  
Page 79 of 88 Page 245 of 41







## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.5

DATE: 6/2/2023

Adds additional files:

- Updated Price Proposal Forms
- Asbuild information for flow meter to be relocated as an alternative pay item – Oaklandpark2 pdf, “10 of 19 TIF” and “19 of 19 TIF”

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Section 7

**PRICE PROPOSAL FORM**

**DESIGN**

**RFP # 99 Project 12383: DESIGN BUILD SERVICES FOR NE 25<sup>TH</sup> AVE 24-INCH FORCE MAIN REPLACEMENT**

- |                                |          |
|--------------------------------|----------|
| 1. Design Development          | \$ _____ |
| 2. Construction Administration | \$ _____ |
| SUB-TOTAL DESIGN COSTS         | \$ _____ |

**CONSTRUCTION**

**GENERAL**

- |  |          |
|--|----------|
| 3. Mobilization/Demobilization   | \$ _____ |
| 4. Bond/Insurance  | \$ _____ |
| 5. Maintenance of Traffic  | \$ _____ |
| 6. Site Restoration  | \$ _____ |
| 7. FORCEMAIN<br>(Includes all labor, equipment and materials)  |          |
| i. 30-inch HDPE DR 11/200 PSI Force Main by Open Cut, including fittings, air release valves from East Commercial Boulevard, south to Northeast 47th Street          | \$ _____ |
| ii. 30-inch HDPE DR 11/200 PSI Force Main by Horizontal Direction Drill (HDD), including fittings, air release valves and pits, from NE 47th Street to NE 40th Court | \$ _____ |



iii.	30-inch HDPE DR 11/200 PSI Force Main, including fittings, by Open Cut from NE 40th Court/25 <sup>th</sup> Avenue to Repump Station B	\$ _____
iv.	Commercial Blvd Connection	\$ _____
v.	NE 49 <sup>th</sup> Street Connection	\$ _____
vi.	NE 48 <sup>th</sup> Lane Connections	\$ _____
vii.	Repump Station B Connection	\$ _____
8.	Valves (Includes all labor, equipment and includes materials)	\$ _____
SUBTOTAL OF CONSTRUCTION COSTS		\$ _____

**ALLOWANCES**

9.	Permit Fees	<u>\$300,000.00</u>
10.	Owner Contingency	<u>\$482,500.00</u>
11.	Specialized Golf Course Restoration	<u>\$150,000.00</u>

TOTAL PROPOSAL – Design, Construction, and Permit Allowance Costs (proposed “Contract Price”). Enter this figure in the Item Response Form, to indicate your total price.

\_\_\_\_\_  
(AMOUNT IN WORDS)

\$ \_\_\_\_\_  
(FIGURES)

- The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are

not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Typed or printed)

Title: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Address: \_\_\_\_\_

[State] Contractor's License No.: \_\_\_\_\_

Contractor's License Class: \_\_\_\_\_



CITY OF FORT LAUDERDALE

## PRICE PROPOSAL FORM

### DESIGN

**RFP # 99 Project 12384: DESIGN-BUILD SERVICES FOR NE 38<sup>TH</sup> ST 42-INCH FM AND NE 19<sup>TH</sup> AVE 24-INCH FM REPLACEMENT**

1. Design Development	\$ _____
2. Construction Administration	\$ _____
SUB-TOTAL DESIGN COSTS	\$ _____

## CONSTRUCTION

### *GENERAL*

3. Mobilization/Demobilization	\$ _____
4. Bond/Insurance	\$ _____
5. Maintenance of Traffic	\$ _____
6. Site Restoration	\$ _____
7. FORCEMAIN (Includes all labor, equipment and materials)	
i. 20-inch (ID) FM Open Cut (Base Bid)	\$ _____
ii. 20-inch (ID) FM HDD (Base Bid)	\$ _____
iii. 42-inch (ID) FM HDD	\$ _____
iv. 42-inch (ID) Open Cut	\$ _____
v. NE 12th Avenue 20-inch x 20-inch Connection	\$ _____
vi. 20-inch to 20-inch and 42-inch to 20-inch Connection at NE 13th Avenue	\$ _____
vii. Two 8-inch Connections along NE 38th ST	\$ _____
viii. 42-inch to 16-inch Connection at NE 16th Avenue	\$ _____
ix. Connection 12-inch CIP to 42-inch east of NE 20th Ave	\$ _____
x. Connection at Repump Station B	\$ _____



8. 24-inch FM North of Commercial (NE 50th CT)	
i. 24-inch Open Cut FM from STA 0+00 To STA 35+50	\$ _____
ii. Connection at Commercial and NE 13th Street (24- inch to 24-inch FM)	\$ _____
iii. Connection to Discharge FM from LS on NE 18th Street	\$ _____
9. Valves (Includes all labor, equipment and includes materials)	\$ _____
SUBTOTAL OF CONSTRUCTION COSTS	\$ _____

Bid Alternate 1. Relocation of Master Control Meter at NE 13<sup>th</sup> Avenue, including all piping, fittings, meter vault, valves and connection to new 42-inch FM \$ \_\_\_\_\_

Bid Alternate 2. Removal of Bid Item 7-i. and 7-ii, and no relocation of the Master Control Meter at NE 13<sup>th</sup> Avenue \$ \_\_\_\_\_

### **ALLOWANCES**

10. Permit Fees	\$300,000.00
11. Owner Contingency	\$1,310,300.00
12. Specialized Golf Course Restoration	\$150,000.00

**TOTAL PROPOSAL – Design, Construction, and Permit Allowance Costs** (proposed “Contract Price”). Enter this figure in the Item Response Form, to indicate your total price.

---

(AMOUNT IN WORDS)

\$ \_\_\_\_\_  
(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Typed or printed)

Title: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Address: \_\_\_\_\_

[State] Contractor's License No.: \_\_\_\_\_

Contractor's License Class: \_\_\_\_\_

# CITY OF FORT LAUDERDALE PUBLIC SERVICES DEPARTMENT LOCATION DETAIL SHEET



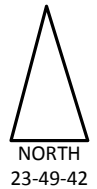
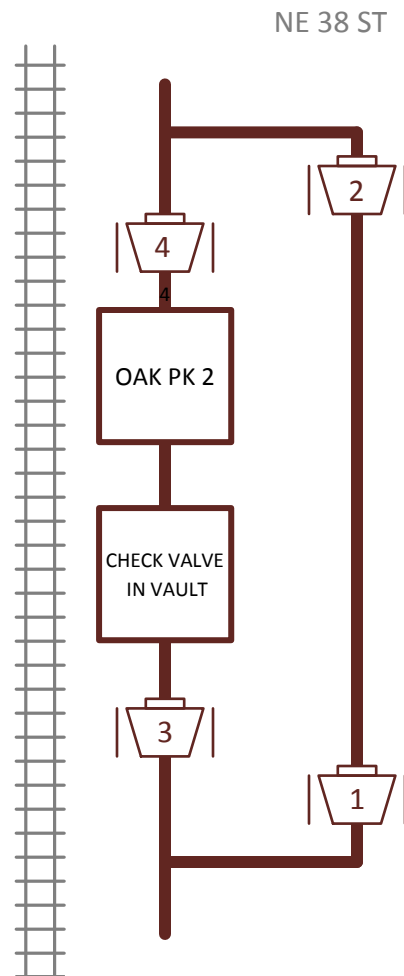
CREW :  
DATE: 05/21/2014 (THIS DRAWING 1/12/2015)  
ADDRESS: OAKLAND PARK 2 – NE 38 ST & NE 12 AVE  
METER PIT  
SEE FILE DE-2634 FOR MORE INFORMATION



VIEW FACING SOUTH FROM NE 38 ST



VIEW FACING NORTH



## INSTRUCTIONS FOR METER PIT BYPASS.

1. OPEN BYPASS VALVE 1, SOUTH OF THE METER PIT.
2. OPEN BYPASS VALVE 2, NORTH OF THE METER PIT.
3. CLOSE THE OAKLAND PARK FM VALVE 3, SOUTH OF THE METER PIT.
4. CLOSE THE FORT LAUDERDALE FM VALVE 4, NORTH OF THE METER PIT.

TO CLOSE THE BYPASS, COMPLETE THE STEPS IN REVERSE.

DRAWN BY:

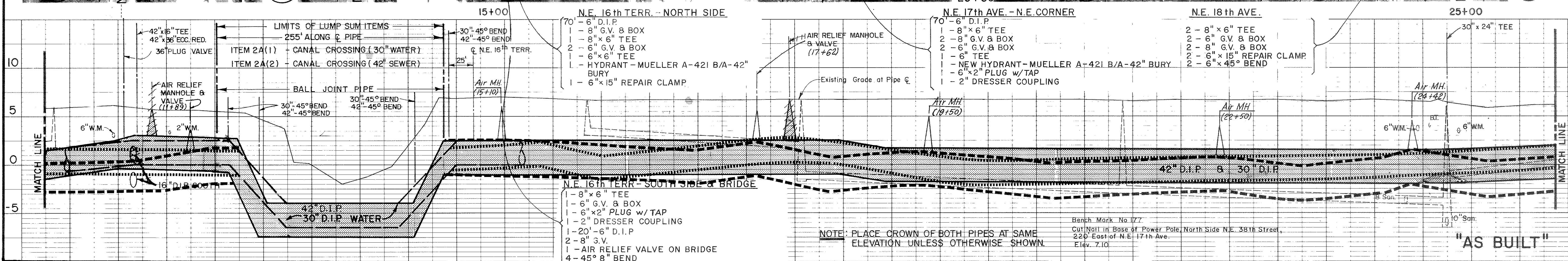
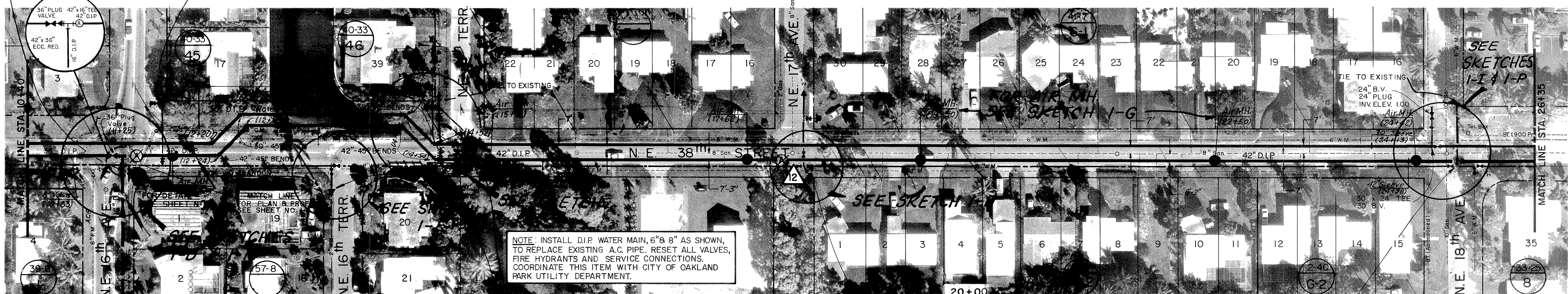
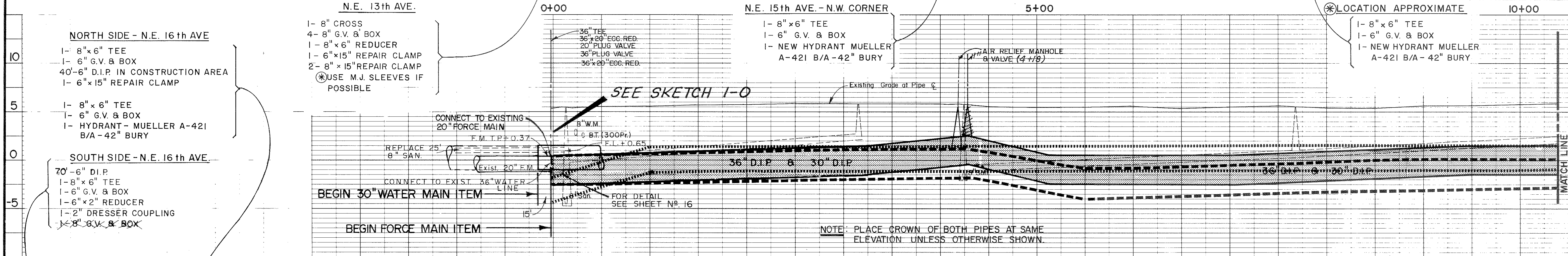
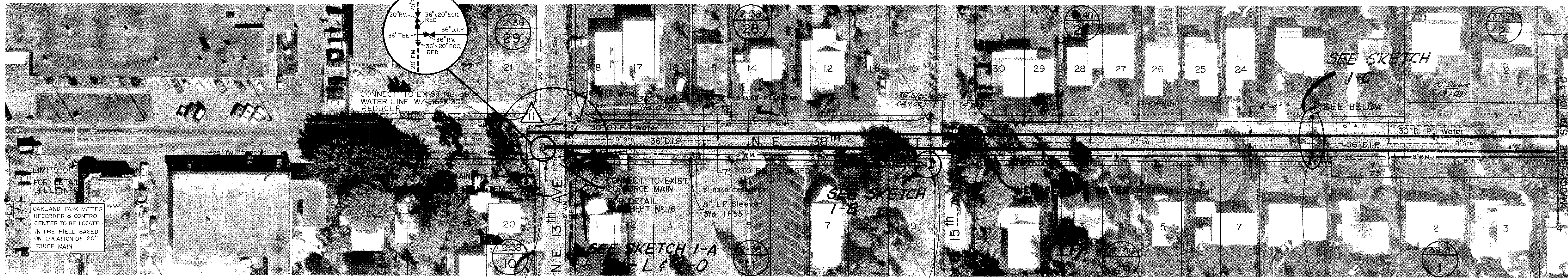
ION STAHL

CAM #25-0622M #25-0539

Exhibit 1 Exhibit 2

Page 87 of 253 Page 253 of 413





Revised On To Conflicts

1-15-79 General REVISIONS

7-7-80 Relocated Meter

5-12-80 Oakland Park Revisions

8-7-80 8\"/>

WILLIAMS, HATFIELD & STONER, Inc.

CIVIL ENGINEERS - LAND SURVEYORS

2312 WILTON DRIVE

FORT LAUDERDALE, FLORIDA

NORTHERN INTERCEPTOR & PUMPING STATIONS

For

CITY OF FORT LAUDERDALE, FLORIDA

Date 3-14-77

Drawn C.O.T.

Checked L.P.H.

Fd Bk 513/516

Scale: 1" = 5' Vert.

PROJECT NO.

1431-3

SHEET

10 of 19

CAM #23-082M #25-0539

Exhibit 1

Exhibit 2

Page 88 of 99

254 of 413



# LEGEND

		METER STATION						
ITEM	DESCRIPTION	Tamarac City	Executive Airport	Palmdale	Williston Manor	Oakland Park #1	Oakland Park #2	Oakland Park #5
1	DIP (M.I. x M.I.)	8"	16"	16"	16"	16"	20"	8"
2	Eccentric Reducer (M.I. x M.I.)	8" x 6"	16" x 8"	16" x 8"	16" x 8"	16" x 8"	20" x 10"	8" x 6"
3	Tee (M.I. x M.I.)	6" x 6"	8" x 8"	8" x 8"	8" x 8"	8" x 8"	10" x 10"	6" x 6"
4	DIP (M.I. x M.I.)	6"	8"	8"	8"	8"	10"	6"
5	Wall Pipe (M.I. x Flg.)	6" x 18"	8" x 18"	8" x 18"	8" x 18"	8" x 18"	10" x 18"	6" x 18"
6	DIP (Flg. x Flg.)	6"	8"	8"	8"	8"	10"	6"
7	Plug Valve (Flg. x Flg.)	6"	8"	8"	8"	8"	10"	6"
8	Magnetic Meter	6"	8"	8"	8"	8"	10"	6"
9	D.I.P. (M.I. x M.I.)	6"	8"	8"	8"	8"	10"	6"
10	Long Radius 90° Bend (M.I. x M.I.)	6"	8"	8"	8"	8"	10"	6" *
11	DIP (M.I. x M.I.)	6"	8"	8"	8"	8"	10"	6"
12	Plug Valve (M.I. x M.I.)	6"	8"	8"	8"	8"	10"	6"
Hatch Type		A	B	A	B	B	B	B
a		1'-6"	1'-6"	1'-6"	1'-6"	1'-6"	1'-6"	1'-6"
L	Length	7'-0"	7'-0"	7'-0"	7'-0"	7'-0"	7'-0"	7'-0"
W	Width	5'-0"	5'-0"	5'-0"	5'-0"	5'-0"	5'-0"	5'-0"
H	Height	5'-1"	4'-10"	4'-10"	5'-6"	4'-6"	4'-10"	5'-1"
Meter Flow Range (Gal./Min.)		200 - 2500	300 - 4000	300 - 4000	300 - 4000	300 - 4000	500 - 6500	200 - 2500
Elevations		10.0	11.0	6.8	5.5	5.7	5.4	6.5
Corer (Inches)		40	36	58	44	32	35	35

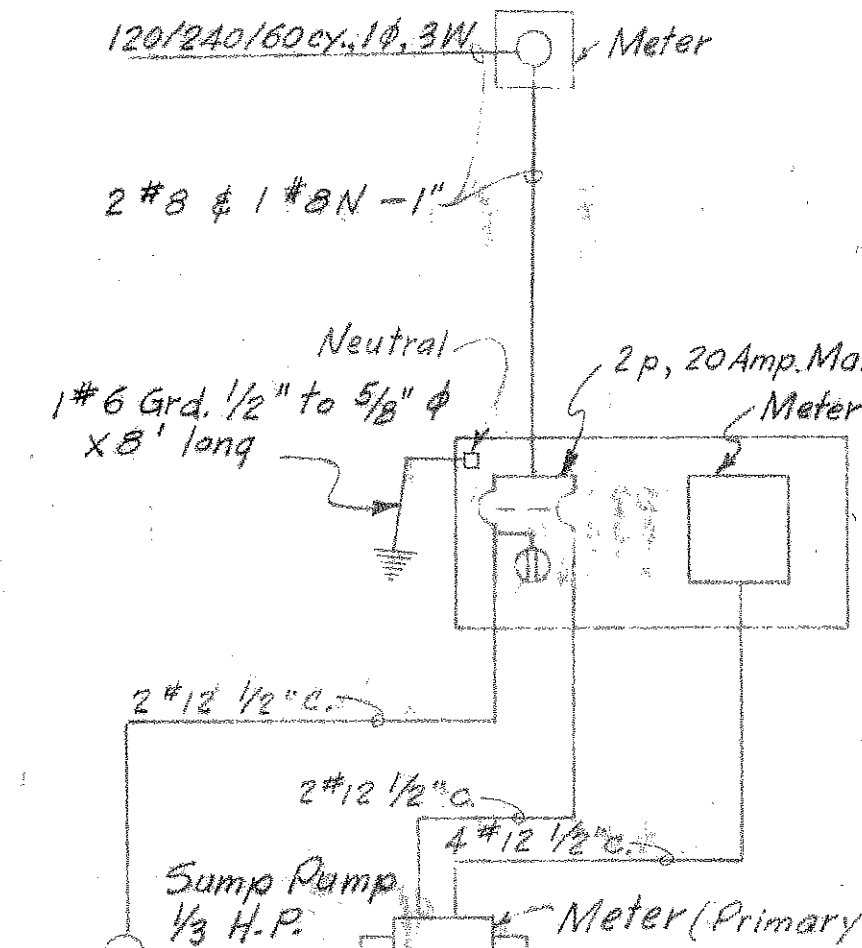
\* See Sheet No. 16 for Special Condition @ 6" Tee.

## GENERAL NOTES:

1. All concrete shall be 3000 Psi unless otherwise noted. Chamfer exposed concrete edges 3/4".
2. Reinforcing bars shall be high strength, new billet steel bars in accordance with ASTM Specification A 615-74a having a minimum yield strength of 60,000 Psi.
3. Contractor shall take precautions against floatation of all structures prior to backfilling.
4. Miscellaneous nuts, bolts and washers shall be stainless steel type 316.
5. Prior to construction, shop drawings for the Meter Station & all equipment shall be submitted to the Engineer for Review and Approval.
6. Reinforcement to have minimum cover as indicated on Plans.
7. Sump Pump is 1/3 H.P., 120 V., 1 φ 3 W. Capable of pumping 1000 G.P.H. @ a 15' Head.

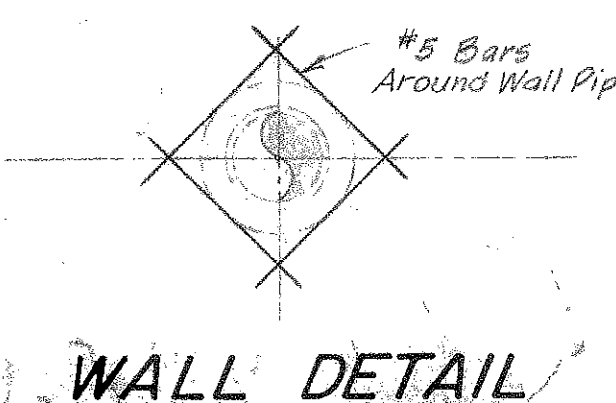
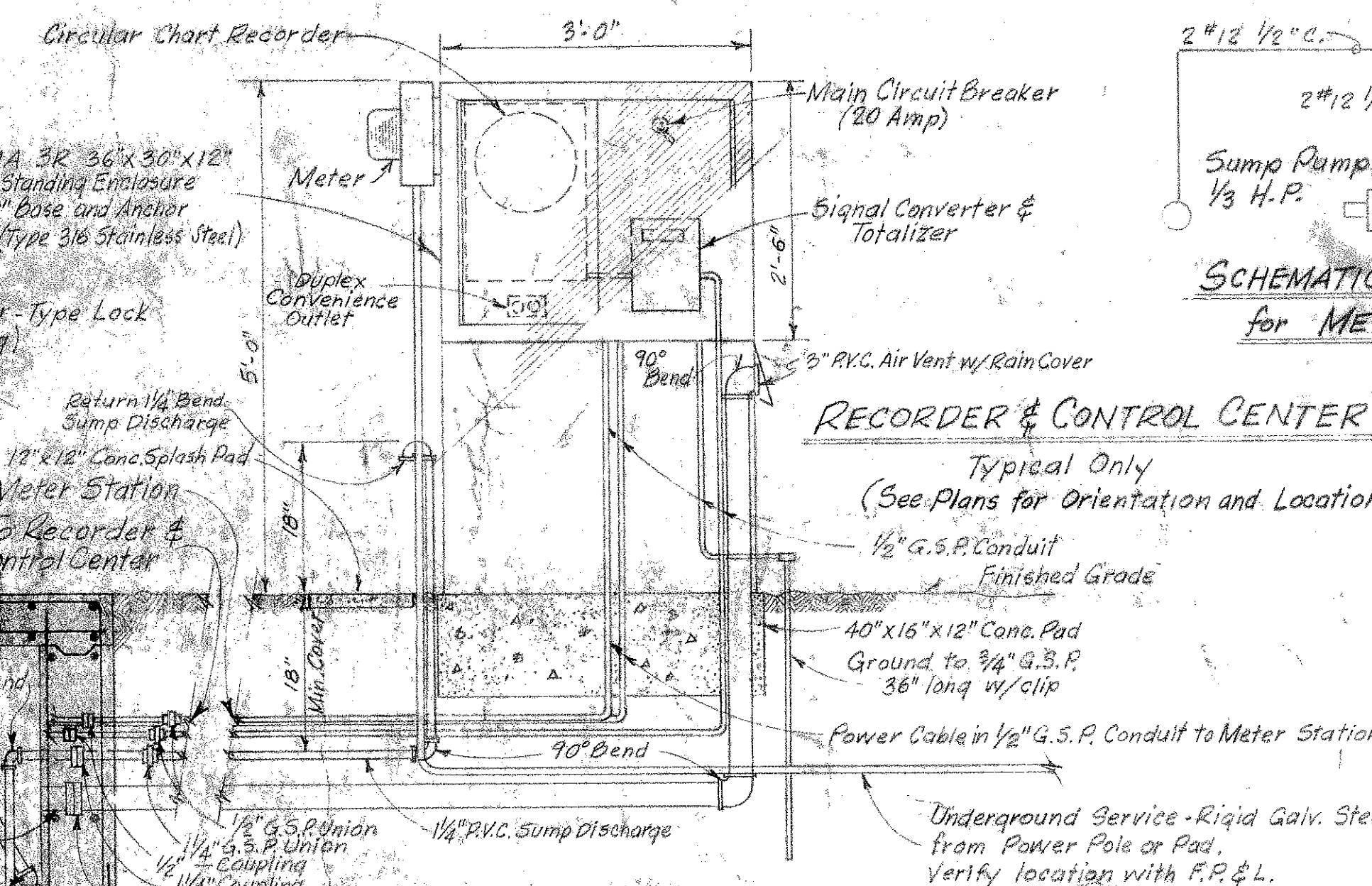
## ELECTRICAL NOTES:

1. Power Supply shall be 120 V., 1 φ, 3 W.
2. The contractor shall provide all electrical connections including the conduit run and cable to the service pole or pad and all work and material on the service pole or pad not furnished by the Florida Power and Light Co.
3. The Meter Station shall be supplied with a completely factory wired Control Center, furnished with all the Equipment shown.
4. All Electrical Devices shall bear the Label of Approval of the Underwriters Lab., Inc., and shall meet all applicable requirements of the N.E.M.A.
5. The Electrical System shall be completely and effectively grounded as required by the N.E.C.
6. The Above Ground Installation shall be in accordance with the N.E.C. and shall comply with all local codes and ordinances.
7. All conductors shall be copper, type THW.



SCHEMATIC WIRING DIAGRAM  
for METER STATIONS

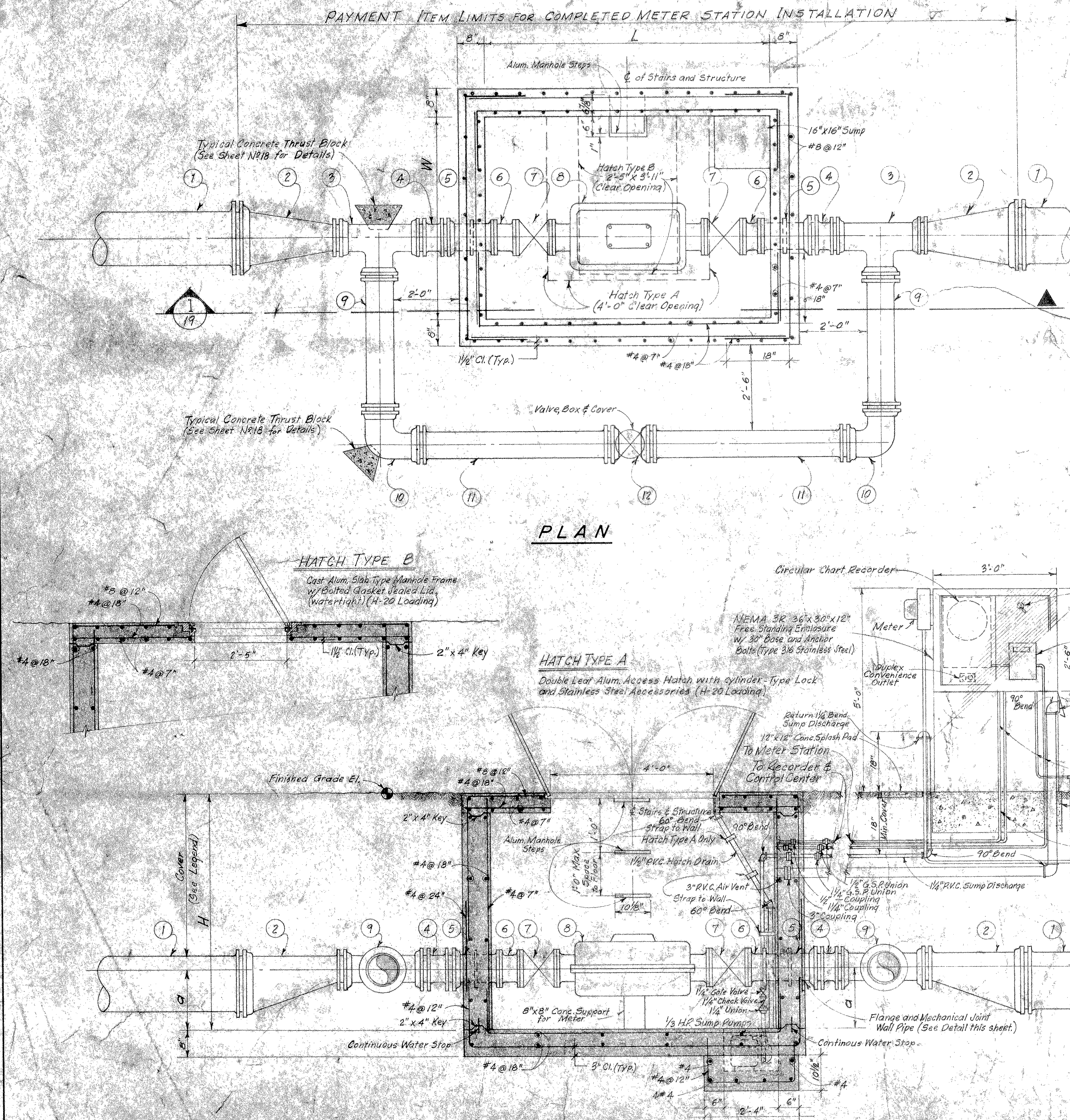
RECORDER & CONTROL CENTER  
Typical Only  
(See Plans for Orientation and Location)



"AS BUILT"

## SECTION

Scale: 3/4" = 1'-0"



## PLAN

## HATCH TYPE A

Double Leaf Alum. Access Hatch with cylinder-type Lock and Stainless Steel Accessories (H-20 Loading)

## HATCH TYPE B

Cast Alum. Slab-type Manhole frame w/ Bolted Gasket Sealed Lid, (Watertight) (H-20 Loading)

## METER STATIONS

WILLIAMS, HATFIELD & STONER, INC.

CIVIL ENGINEERS • LAND SURVEYORS

2312 WILTON DRIVE FT. LAUDERDALE, FLA.

## NORTHERN INTERCEPTOR & PUMPING STATIONS

FOR

CITY OF FORT LAUDERDALE, FLORIDA

8-10-80	AS BUILT	1A	Drawn	Reed	Checked	ALH	Ed. Bk.	Date	3-14-77	JOB	1431-3
1-15-79	General Revisions										
Date	REVISION	By	Registered Engineer No. 14054 State of Florida								SHEET
											19 of 19



**CONSTRUCTION BID CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City:  State:  Zip:

Telephone No.:  FAX No.:  Email:

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

**Submitted by:**

Name (printed)

Signature

Date

Title



**QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:

Firm Name: President 

Business Address:

Telephone: 

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

<input type="text"/>
<input type="text"/>
<input type="text"/>

How many years has your organization been in business? 

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is: Certificate of Competency Number of Qualifying Agent: Effective Date:  Expiration Date: Licensed in: Engineering Contractor's License #   
(County/State)Expiration Date:

**NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.**

**NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.**

### QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

4. What equipment will you purchase for the proposed work?

5. What equipment will you rent for the proposed work?

**REFERENCES**

A minimum of three (3) references shall be provided:

**1. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:

**2. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:

**3. Company Name:**

Address:

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:



4. **Company Name:**

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. **Company Name:**

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:



### **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

#### **NAME**

#### **RELATIONSHIPS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



**TRENCH SAFETY**

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

<b>Trench Safety Measure (Description)</b>	<b>Units of Measure (LF/SF)</b>	<b>Unit (Quantity)</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
A.				
B.				
C.				
D.				
<b>Total:</b>				

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE:

(SIGNATURE)

STATE OF:  COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,

affixed his/her signature in the space provided above on this

day of , 20

NOTARY PUBLIC

My Commission Expires:



### **E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: \_\_\_\_\_

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_





## DESIGN-BUILD REQUEST FOR PROPOSALS RFP # 99

NE 25TH AVE 24-INCH FORCE MAIN REPLACEMENT,  
AND NE 38TH ST 42-INCH FORCE MAIN AND NE  
19TH AVE 24-INCH FORCE MAIN REPLACEMENT



# TABLE OF CONTENTS

Section Number	Section Title	Page Number
1	<b>Proposal Contact Person Information</b>	1-1
2	<b>Qualifications of the Firm</b>	2-1
	• Minimum Qualifications	
	• Licensure	
	• Business Structure	
	• Firm's Workload	
	• Joint Ventures	
	• Financials	
	• Key Personnel	
	• Concerning Subconsultants, Suppliers and Others	
	• Safety	
3	<b>Qualifications of the Team</b>	3-1
	<b>A. Subconsultants</b>	
	<b>B. Resumes</b>	
4	<b>Project Manager's Experience</b>	4-1
	<b>A. Example Projects</b>	
5	<b>Project Methodology &amp; Approach</b>	5-1
6	<b>History &amp; Past Performance</b>	6-1
7	<b>Price Proposal Form</b>	7-1
8	<b>Contract Forms</b>	8-1
	<b>a. Sample Insurance Certificate</b>	
	<b>a. Prime DBF Identification</b>	
	<b>b. Trench Safety</b>	
	<b>f. Non-Collusion Statement</b>	
	<b>g. Non-Discrimination Certification Form</b>	
	<b>h. E-Verify Affirmation Statement</b>	
	<b>i. Proposal Bond</b>	
	<b>j. Proposal Certification</b>	





# 1. Proposal Contact Person Information



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 3 of 149 Page 267 of 413



# 1. PROPOSAL CONTACT PERSON INFORMATION

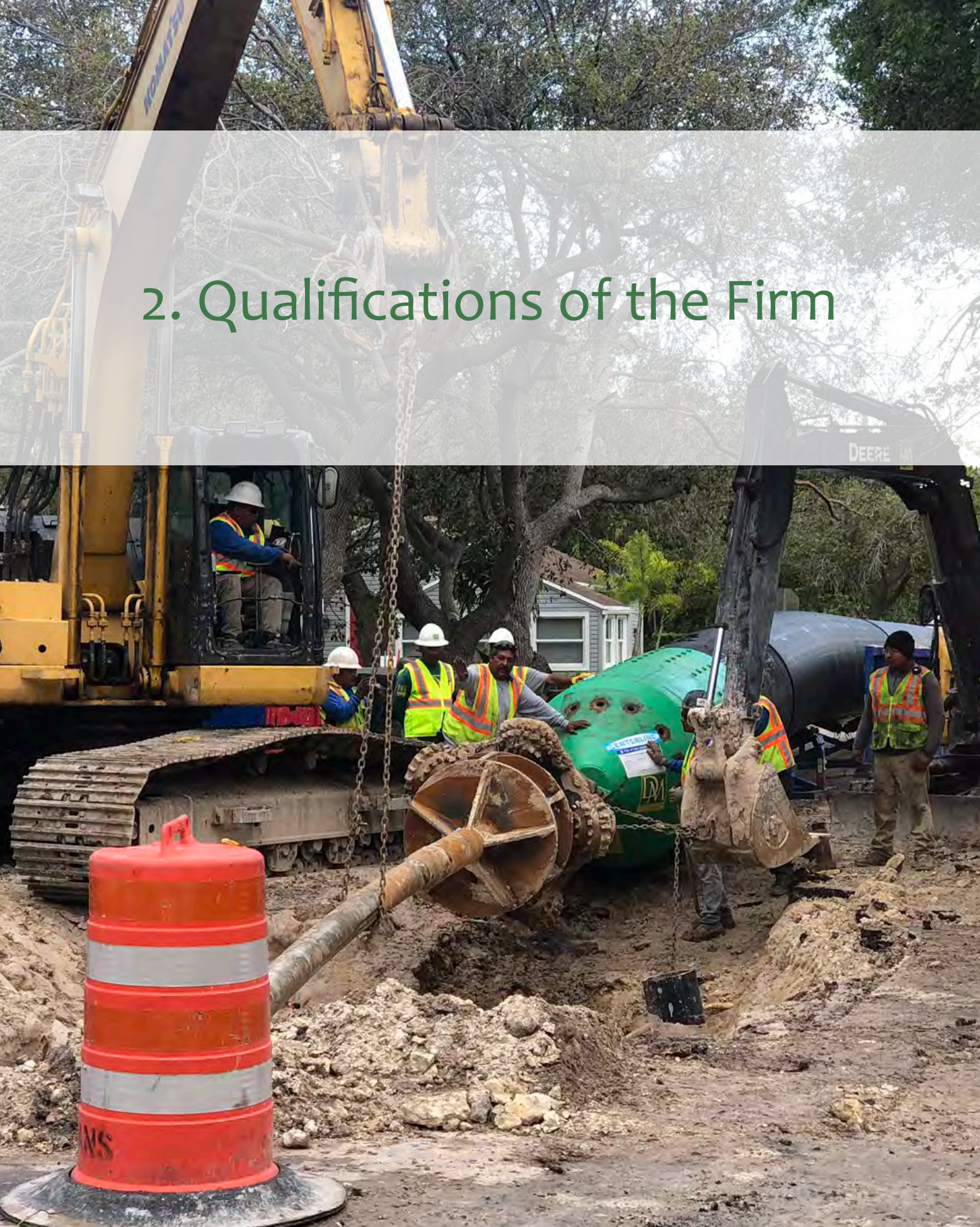
Legal Name of Proposer(s)	David Mancini and Sons, Inc. (DMSI)
Federal Employee Identification (FEIN) Number	27-3716806
Mailing Address, City, State, Zip	2601 Wiles Road, Pompano Beach, FL 33073
Contact Person's Name	David Mancini, Jr.
Title	Vice President & Project Manager
Email Address	dmancinijr@dmsi.co
Phone Number	(754) 264-9594 - cell (954) 977-3556- office
Fax Number	(954) 944-2040

Proposal Contact Person Information





## 2. Qualifications of the Firm



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 5 of 149 Page 269 of 413



## 2. QUALIFICATIONS OF THE FIRM

### Minimum Qualifications

#### Contractor's Minimum Qualification Project Examples

Please refer to page 2-18 (J. Firm's Past Experience) for qualifications and project experience.

#### Bonding Capacity



**ZERVOS GROUP, INC.**  
INSURANCE & BONDS



May 25, 2023

City of Fort Lauderdale  
City Commission  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

RE: **David Mancini & Sons, Inc.,**  
**2601 Wiles Rd.**  
**Pompano Beach, FL 33073**

To Whom It May Concern:

It is the privilege of Zervos Group, Inc. and Travelers Casualty and Surety Company of America to provide surety bonds on behalf of David Mancini & Sons, Inc. In our opinion, David Mancini & Sons, Inc. is properly financed, well-equipped and capably managed.

At the present time, Travelers Casualty and Surety Company of America provides a \$80,000,000.00 single project/\$135,000,000.00 aggregate surety program to David Mancini & Sons, Inc. As always, Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to The City of Fort Lauderdale or its affiliates if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America is listed on the U. S. Treasury Department's Listing of Approved Sureties (2021 Department Circular 570), and is rated "A++" (Superior) with a Financial Size Category of XV (\$2Billion or greater) by A.M. Best Company.

Sincerely,

Travelers Casualty and Surety Company of America

By: Courtney Saunders  
Courtney Saunders, Attorney-In-Fact

24724 Farmbrook Road • P.O. Box 2067 • Southfield, Michigan 48037-2067  
4443 Lyons Road • Suite D-212 • Coconut Creek, Florida 33073  
(248) 355-4411 • Fax (248) 355-2175





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Courtney Saunders** of **SOUTHFIELD**, **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



*Anna P. Nowik*  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **May**, 2023 .



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Qualifications of the Firm



**RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement**



CAM #23-0822M-#25-0539  
 Exhibit 2  
 Page 7 of 149  
 271 of 413



## David Mancini and Sons Similar Experience

YEAR	PROJECT DESCRIPTION	OWNER	PIPE DIAMETER	PIPE MATERIAL	PIPE USE	FOOTAGE	DETAILS	ENGINEER OF RECORD	PROJECT VALUE	START DATE	COMPLETION DATE
2016	Design-Permitting-Construction 54-Inch Redundant Force Main at Miami Beach.	City of Miami Beach Bruce Mowry, P.E. Mobile (386) 262-4943 bmowry@att.net	54-Inch	HDPE	FM	4,400	54" Force Main from Pump Station # 1 (11TH Street and Jefferson Av) to Washington Avenue and 1ST Street. World Record Directional Drill	Amelio Alfonso, P.E. - APCTE (EOR)	\$ 18,253,487	7/10/2015	12/31/2018
			54-Inch	PCCP	FM	1,111	Value Engineering Saved \$4 M and delivered Design Build within Budget				
			8-Inch	DIP	WM	1,060	Installation of 8" DI Water Main, fittings, service connections and fire hydrants				
			18-Inch - 24-Inch	PVC - C900	Gravity	750	Installation of 18-Inch and 24-Inch new gravity sewer system along 11TH Street from Euclid Ct to Jefferson Ct				
2017	Design-Permitting-Construction 16" FM & 20" WM HDD A.T.E. LAS OLAS BLVD DESIGN AND BUILD	City of Fort Lauderdale Rick Johnson Mobile (954) 258-3862 rjohnson@fortlauderdale.gov	20-Inch / 16-Inch	HDPE/PVC	WM	1,881	Installation of 20-inch Water Main under the Intracoastal Waterway (Icw) utilizing High Density Polyethylene Pipe installed via Horizontal Directional Drilling (HDD) and the connections to existing Water Mains via open cut at both sides of the Waterway.	Amelio Alfonso, P.E. EOR APCTE	\$ 2,913,918	7/26/2016	3/23/2017
			16-Inch	HDPE	FM	1,226	16-inch diameter Force Main under the Intercoastal Waterway utilizing High Density Polyethylene Pipe installed via HDD.				
			20-Inch - 8-Inch	HDPE & DIP	WM	1,790	Water Main replacement along 63 st between LaGorce and Indian Creek Dr - 660 LF of 20" DIP (Open-cut), 280 LF of 20" HDPE (Aerial Crossing) and 850LF of 20" HDPE HDD under Intercoastal Waterway & 480 LF of (6"-8") DIP open cut.				
2017	Design-Permitting-Construction 48-Inch PCCP Water Transmission Main for Area N.	WASD Alexis Valdes Mobile (786) 295-9008 alexis.valdez@miamidade.gov	48-Inch	PCCP	WM	15,300	Installation of 15,000 LF of 48" PCCP Water Main Transmission Line long SW 117TH Avenue from SW 72ND Street to SW 104TH Street.	Amelio Alfonso, P.E. - APCTE	\$ 8,900,000	8/1/2018	5/15/2020
2017	Design-Permitting-Construction 11th ST IMPROVEMENTS FLAMINGO PARK NEIGHBORHOOD PHASE II	City of Miami Beach Bruce Mowry, P.E. Mobile (386) 262-4943 bmowry@att.net	CITY OF MIAMI BEACH, FL	PVC-C-900	WM, FM, Gravity	42,962	Design and Construction of about 2000 LF of Water Main, 1600 LF of Sanitary Sewer main, 230 LF of 36" Force Main, 2000 LF of 18" to 36" Drainage, Traffic Signal replacement on 11th and Pennsylvania Av, new Street Light system and Landscaping.	Amelio Alfonso, P.E. - APCTE	\$ 7,361,000	8/15/2017	6/1/2019
2018	Design-Permitting-Construction 48-Inch PCCP Force Main along North Miami Avenue	WASD James Ferguson, P.E. Mobile (786) 552-8756 james.ferguson@miamidade.gov	48-Inch	PCCP	FM	13,000	Design Build through Urban Corridor(s) and utility infested Midtown Miami, Miami Design District, and Wynwood.	Roger Williams, P.E. - AECOM	\$ 22,019,000	9/1/2016	6/3/2019
2020	Design-Permitting-Construction Emergency 54" Sewer Redundant Force Main	City of Fort Lauderdale Omar Castellon, P.E. Mobile (954) 857-4416, OCastellon@fortlauderdale.gov	54-Inch	HDPE	FM	3,800	Emergency Design Build 13,000 LF HDD 2,000 Open Cut - World Record Directional Drill	Amelio Alfonso, P.E. - APCTE	29,908,007	1/24/2020	6/15/2021

## Chen Moore and Associates Similar Experience

Project	Owner	Diameter	Material	Pipe Use	Length	Year
Park Dr 16 inch Water Main Replacement	Bal Harbour Village John Oldenburg Director of Parks 655 96th Street, Bal Harbour 305-993-7316 joldenburg@balharbourfl.gov	20-inch	DIP	WM	5,300	2018/ 2019
NE 35th Avenue Water Main Replacement	North Miami Beach Sam Zamacona Deputy Director 17050 NE 19 Avenue NMB 948-2932, ext. 257 Samuel.Zamacona@citynmb.com	20-inch	HDPE	WM	3,450	2020/ 2021
30" Emergency FM	Fort Lauderdale Omar Castellon P.E. Assistant Public Works Director 100 N. Andrews Ave., Fort Lauderdale, FL 33301 954-828-5064 ocastellon@fortlauderdale.gov	30-inch	HDPE / PVC	FM	22,000	2017/ 2018
48" Redundant FM	Fort Lauderdale Omar Castellon P.E. Assistant Public Works Director 100 N. Andrews Ave., Fort Lauderdale, FL 33301 954-828-5064 ocastellon@fortlauderdale.gov	48-inch	HDPE / DIP	FM	22,000	2020/ 2021
Pump Station B-4 Forcemain	Fort Lauderdale Omar Castellon P.E. Assistant Public Works Director 100 N. Andrews Ave., Fort Lauderdale, FL 33301 954-828-5064 ocastellon@fortlauderdale.gov	28-inch	HDPE	FM	5,100	2021
Bayshore Drive FM Replacement	Fort Lauderdale Daniel Fisher P.E. Senior Project Manager 100 N. Andrews Ave., Fort Lauderdale, FL 33301 954-828-5850 Dfisher@fortlauderdale.gov	20-inch	HDPE	FM	3,300	2020
NW 13st Forcemain	Hazen & Sawyer Khamis Al-Omari, PE 999 Ponce de Leon Boulevard, St. 1150, Coral Gables, Florida 33134 +1-305 443 4001	30-inch	HDPE	FM	3,100	2021
South Middle River Forcemain	Fort Lauderdale Daniel Fisher P.E. Senior Project Manager 100 N. Andrews Ave., Fort Lauderdale, FL 33301 954-828-5850 Dfisher@fortlauderdale.gov	16-inch	HDPE	FM	2,193	2018/ 2019
30" WM Relocation P.S. A-16 Upgrade	Fort Lauderdale Omar Castellon P.E. Assistant Public Works Director 100 N. Andrews Ave., Fort Lauderdale, FL 33301 954-828-5064 ocastellon@fortlauderdale.gov	30-inch	HDPE	WM	1,200	2021


Lift Station #11 - 24" Forcemain	Wilton Manors Bert Fisher Assistant Director 2020 Wilton Drive, Wilton Manors (954) 390-2190 bfisher@wiltonmanors.com	24-inch	HDPE	FM	4,100	2022/ 2023
Las Olas Phase II Forcemain	Fort Lauderdale Daniel Fisher P.E. Senior Project Manager 100 N. Andrews Ave., Fort Lauderdale, FL 33301 954-828-5850 Dfisher@fortlauderdale.gov	16-inch	HDPE	FM	3,100	2018
University Drive Watermain	Davie Evelyn Valerio Project Manager 7351 SW 30 St. Davie 954-327-3751 EValerio@davie-fl.gov	16 & 20-inch	HDPE	WM	4,100	2022/ 2023
Blue Heron Intracoastal Forcemain	Riviera Beach Stephen Doyle PE Assistant Ex. Director 600 West Blue Heron Blvd Riviera Beach (561) 845-3481 sdoyle@rivierabeach.org	20-inch	HDPE	FM	4,100	2022/ 2023
Blue Heron Intracoastal Watermain	Riviera Beach Stephen Doyle PE Assistant Ex. Director 600 West Blue Heron Blvd Riviera Beach (561) 845-3481 sdoyle@rivierabeach.org	20-inch	HDPE	WM	3,500	2022/ 2023
South County RCW Ph 1a	Palm Beach County Jane House PE 8100 Forest Hill Blvd W Palm Beach 561-493-6000	24-inch	DIP / HDPE	RCW	15,250	2020/ 2023
South County RCW Ph 1b	Palm Beach County Jane House PE 8100 Forest Hill Blvd W Palm Beach 561-493-6000	30-inch	DIP / HDPE	RCW	31,600	2023
South Bermuda Parkway Reuse WM	Toho Water Authority Edwin Matos 951 MLK Blvd, Kissimmee 407.944.5024 ematos@tohowater.com	24-inch	DIP / PVC	RCW	9,500	2022/ 2023
Lakewood Ranch	Braden River Utilities Bob Simons, Director 6310 Lakewood Ranch Blvd Lakewood Ranch 914.755.6574 bob.simons@lakewoodranch.com	16-inch	DIP / PVC	RCW	17,500	2022/ 2024
20" Watermain Under SR 441	BCWWS Alan Garcia Director of Water /Wastewater 2555 West Copans Rd Pompano Beach (954) 831-0704 agarcia@broward.org	20-inch	DIP	WM	7,800	2008/ 2009



City Center 9A & 9B (WM)	North Miami Beach David Martinez 1700 Convention Center Drive Miami Beach (305) 673-7012 davidmartinez@miamibeachfl.gov	20-inch	DIP	WM	9,820	2007/ 2008
Phase 1 - Ameglio WM	IDAAN Avidel Saavedra Administrador de Programa CAF avidel.saavedra@gmail.com	20-inch	DIP	WM	19,657	2013/ 2015
Phase 2 - Chorrillo, St. Ana, San Francisco, Bella Vista	IDAAN Avidel Saavedra Administrador de Programa CAF avidel.saavedra@gmail.com	18, 24, 30, 36, 42-inch	DIP	WM	18,214	2013/ 2015
Phase 4 - Chorrera WM	IDAAN Avidel Saavedra Administrador de Programa CAF avidel.saavedra@gmail.com	30-inch	DIP	WM	20,835	2013/ 2015
Phase 5 - Ciudad Radial hasta Tocumen WM	IDAAN Avidel Saavedra Administrador de Programa CAF avidel.saavedra@gmail.com	24-inch	DIP	WM	17,126	2013/ 2015

## David Mancini and Sons, Inc. (DMSI)





**Florida Department of Transportation**

**RON DESANTIS**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.**  
SECRETARY

May 11, 2022

DAVID MANCINI & SONS, INC.  
2601 WILES ROAD  
POMPANO BEACH, FLORIDA 33073

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**  
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, ASPHALT RESTORATION, DIRECTIONAL DRILLING, PUMPS STATIONS, UNDERGROUND UTILITY (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

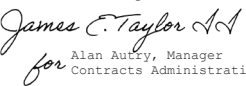
If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:  
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

  
 Alan Aubry, Manager  
 Contracts Administration Office

AA:cg

Improve Safety, Enhance Mobility, Inspire Innovation  
[www.fdot.gov](http://www.fdot.gov)

### FDOT Unlimited Notice of Qualifications

Qualifications of the Firm



DAVID MANCINI & SONS, INC.  
2601 WILES ROAD  
POMPAHO BEACH, FLORIDA 33073

April 27, 2023

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FOOT APPROVED WORK CLASSES:**  
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SOODING, MINOR BRIDGES, ASPHALT RESTORATION, STRUCTURAL BUILDING, POWER STATIONS, UNDERGROUND UTILITY (WATERS & SEWERS).  
Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification **must** be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:  
**HTTPE://fdotnrgi.dot.state.fl.us/ContractorPreQualification**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.004(1), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

*James E. Taylor II*

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JT1109

Improve Safety. Enhance Mobility. Inspire Innovation  
[www.fdot.gov](http://www.fdot.gov)

## State of Florida Department of State

I certify from the records of this office that DAVID MANCINI & SONS, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 2010, effective October 20, 2010.

The document number of this corporation is P10000086044.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 1, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the First day of March, 2023



*[Signature]*  
Secretary of State

Tracking Number: 8253521104C

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

### E Verify

Welcome  
Deirdre Gen

MENU

#### Company Information

Company Name  
David Mancini and Sons Inc  
Company ID Number  
137826

Doing Business As (DBA) Name  
—

Entity Number  
—

#### Physical Location

Address 1  
2601 Wiles Road

Address 2  
—

City  
Pompano Beach

State  
FL

Zip Code  
33073

County  
BROWARD

#### Mailing Address

Address 1  
—

Address 2  
—

City  
—

State  
—

Zip Code  
—

#### Additional Information

Employer Identification Number  
273746006

Total Number of Employees  
20 to 99

Parent Organization  
—

Administrator  
—

#### Organization Designation

Employer Category  
None of these categories apply

View / Edit

NACIB Code  
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

Total Hiring Sites  
1

View / Edit

Total Points of Contact  
2

View / Edit

View Original MOU Template

View MOU



Last Login: 05/10/2021 04:41 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Privacy / Permanent Notice

Accessibility

Downloaded Documents

Qualifications of the Firm



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



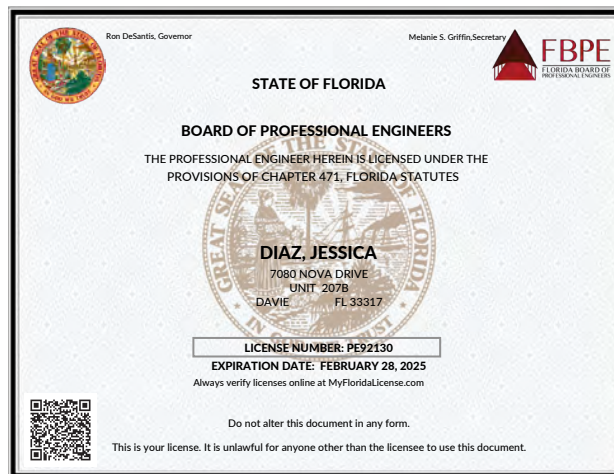
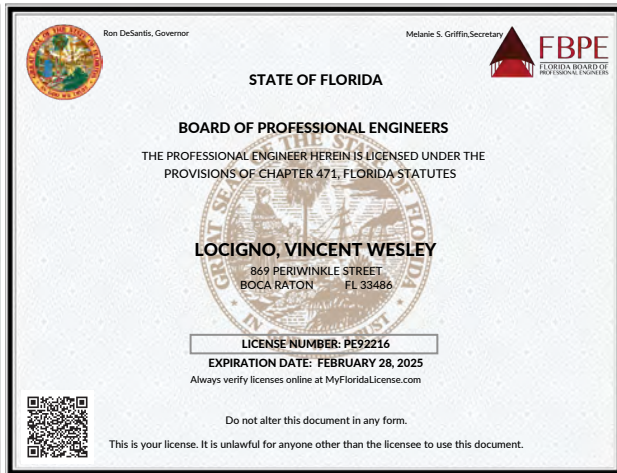
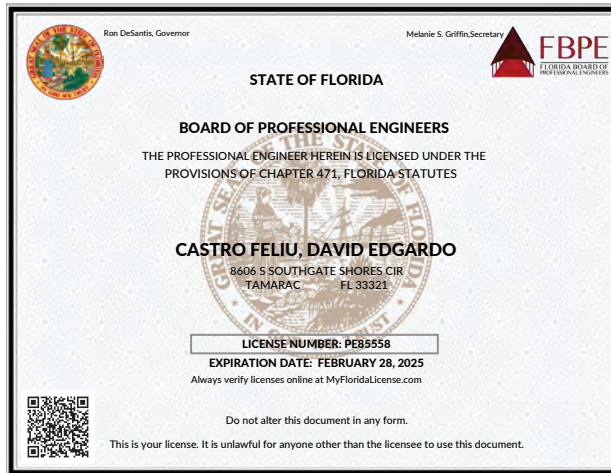
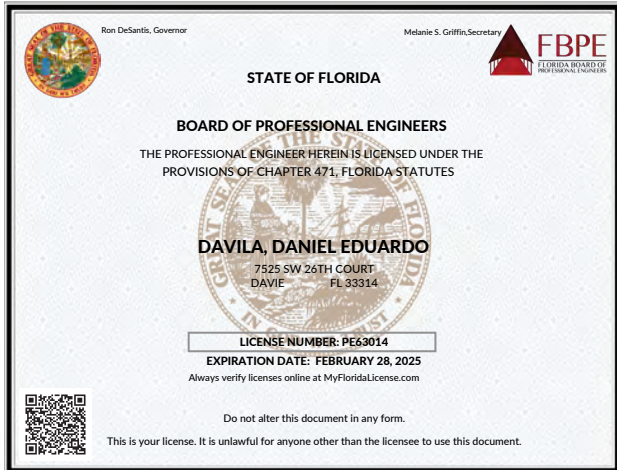
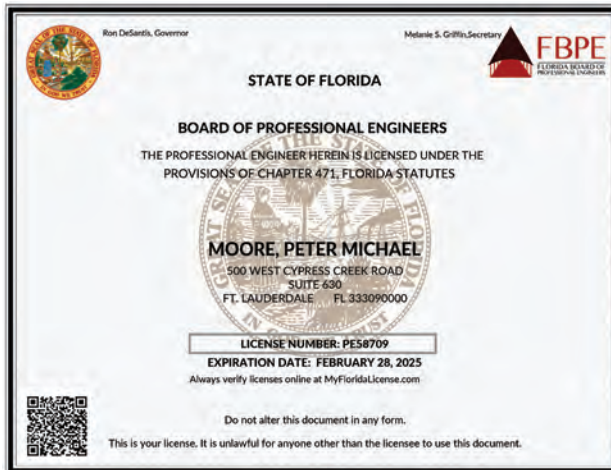
CAM #23-0822M-#25-0539

Exhibit 2 Exhibit 2

Page 13 of 149 277 of 413



# Chen Moore and Associates (CMA)



Qualifications of the Firm



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M-#25-0539  
Exhibit 2  
Page 14 of 149  
278 of 413



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 10, 2023

Peter Moore, President & CEO  
CHEN MOORE AND ASSOCIATES, INC.  
500 West Cypress Creek Road, Suite 630  
Ft. Lauderdale, Florida 33309

Dear Mr. Moore:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 5 - Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
- Group 13 - Planning
  - 13.6 - Land Planning/Engineering
- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

1

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
189.77%	0.229%	Reimbursed	No	2.24%

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator


**FDOT Unlimited Notice of Qualifications**

Qualifications of the Firm



# David Mancini and Sons, Inc. (DMSI)

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

1:25:00 PM 8/12/2022

**ONLINE SERVICES**

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

**LICENSEE DETAILS**

**Licensee Information**

Name:	MELEHAN, FRANCIS PATRICK (Primary Name)
Main Address:	DAVID MANCINI & SONS, INC (DBA Name) 26124 N TURKEY CREEK ROAD EVERGREEN Colorado 80439

**License Information**

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1506008
Status:	Current,Active
Licensure Date:	08/21/2003
Expires:	08/31/2022


**Special Qualifications**

Construction Business	Qualification Effective 08/02/2019
-----------------------	---------------------------------------

**Alternate Names**

[View Related License Information](#)  
[View License Complaint](#)

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

1:26:02 PM 8/12/2022

**ONLINE SERVICES**

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

**LICENSEE DETAILS**

**Licensee Information**

Name:	MANCINI, DAVID A (Primary Name)
Main Address:	DAVID MANCINI & SONS, INC. (DBA Name) 2601 WILKS ROAD POMPANO BEACH Florida 33073
County:	BROWARD

**License Information**

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC044220
Status:	Current,Active
Licensure Date:	03/28/1988
Expires:	08/31/2022

**Special Qualifications**


Construction Business	Qualification Effective 01/26/2011
-----------------------	---------------------------------------

**Alternate Names**

[View Related License Information](#)  
[View License Complaint](#)

# Chen Moore and Associates (CMA)

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

1:29:18 PM 8/12/2022

**ONLINE SERVICES**

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

**LICENSEE DETAILS**

**Licensee Information**

Name:	CHEN MOORE AND ASSOCIATES, INC. (Primary Name)
Main Address:	500 W. CYPRESS CREEK ROAD #630 FORT LAUDERDALE Florida 33309
County:	BROWARD

**License Information**

License Type:	Registry
Rank:	Registry
License Number:	4593
Status:	Current
Licensure Date:	01/09/1987
Expires:	

**Special Qualifications**

Qualification Effective	
-------------------------	--

**Alternate Names**

[View Related License Information](#)  
[View License Complaint](#)



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822-M-#15-0539  
Exhibit 2  
Page 16 of 149  
280 of 413

Qualifications of the Firm



# Business Tax Receipts

## David Mancini and Sons, Inc. (DMSI)

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: DAVID MANCINI & SONS INC  
Business Name: DAVID MANCINI & SONS INC  
Owner Name: DAVID MANCINI  
Business Location: 2601 WILES ROAD  
POMPANO BEACH  
Business Phone: 954-977-3556  
Receipt #: 189-238757  
Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY & EXCAVATION)  
Business Opened: 01/27/2011  
State/County/Cert/Reg: CUC044220  
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		
For Vending Business Only				
Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Total Paid
27.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

#### THIS BECOMES A TAX RECEIPT

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

#### WHEN VALIDATED

#### Mailing Address:

DAVID MANCINI & SONS INC  
2601 WILES ROAD  
POMPANO BEACH, FL 33073

Receipt: #BWW-21-00253906  
Paid 09/08/2022 27.00

2022 - 2023

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: DAVID MANCINI & SONS INC  
Business Name: DAVID MANCINI & SONS INC  
Owner Name: DAVID MANCINI  
Business Location: 2601 WILES ROAD  
POMPANO BEACH  
Business Phone: 954-977-3556  
Receipt #: 189-238757  
Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY & EXCAVATION)  
Business Opened: 01/27/2011  
State/County/Cert/Reg: CUC044220  
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		
For Vending Business Only				
Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Total Paid
27.00	0.00	0.00	0.00	27.00

Receipt: #BWW-21-00253906  
Paid 09/08/2022 27.00

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: DAVID MANCINI & SONS INC  
Business Name: DAVID MANCINI & SONS INC  
Owner Name: FRANCIS PATRICK MELEHAN  
Business Location: 2601 WILES ROAD  
POMPANO BEACH  
Business Phone: 954-977-3556  
Receipt #: 180-300656  
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)  
Business Opened: 08/02/2019  
State/County/Cert/Reg: CUC1506008  
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		
For Vending Business Only				
Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Total Paid
27.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

#### THIS BECOMES A TAX RECEIPT

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

#### WHEN VALIDATED

#### Mailing Address:

DAVID MANCINI & SONS INC  
2601 WILES ROAD  
POMPANO BEACH, FL 33073

Receipt: #BWW-21-00253910  
Paid 09/08/2022 27.00

2022 - 2023

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: DAVID MANCINI & SONS INC  
Business Name: DAVID MANCINI & SONS INC  
Owner Name: FRANCIS PATRICK MELEHAN  
Business Location: 2601 WILES ROAD  
POMPANO BEACH  
Business Phone: 954-977-3556  
Receipt #: 180-300656  
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)  
Business Opened: 08/02/2019  
State/County/Cert/Reg: CUC1506008  
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		
For Vending Business Only				
Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Total Paid
27.00	0.00	0.00	0.00	27.00

Receipt: #BWW-21-00253910  
Paid 09/08/2022 27.00

Qualifications of the Firm

Business Tax Office  
150 NE 2nd Ave.  
Deerfield Beach, FL 33441  
Phone: (954) 480-4333  
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt License  
2022 - 2023  
License Number: 2023-466097  
Date Issued: 9/8/2022  
Expires: 9/30/2023

Classification: EXCAVATION WORK  
Business Location: 2601 NW 48 STREET DFB 33073  
Service(s): UNDERGROUND UTILITY / EXCAVATION

Tax Amount: \$58.80 Add Fees: \$64.80 Penalty: \$0.00 Total Amount Paid: \$123.60

Notice: This tax receipt becomes NULL and VOID if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records

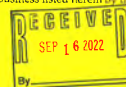
- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1 to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at <http://www.deerfield-beach.com/signage>

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at [ifor@recyclingperks.com](mailto:ifor@recyclingperks.com). For information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #25-0539

Exhibit 2 Exhibit 2

Page 17 of 149 281 of 413

# Chen Moore and Associates (CMA)

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: CHEN MOORE AND ASSOCIATES INC Receipt #: 319-239935  
Business Name: CHEN MOORE AND ASSOCIATES INC Business Type: ALL OTHERS (LANDSCAPE ARCHITECT)  
Owner Name: BEN CHEN Business Opened: 03/15/2011  
Business Location: 500 W CYPRESS CREEK RD STE 633 State/County/Cert/Reg: LC26000425  
Business Phone: 954-730-0707 Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		5				
For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT** This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

#### WHEN VALIDATED

#### Mailing Address:

CHEN MOORE AND ASSOCIATES INC  
500 W CYPRESS CREEK RD STE  
630  
FORT LAUDERDALE, FL 33309

Receipt: #BWM-21-00261839  
Paid 09/26/2022 30.00

2022 - 2023

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: CHEN MOORE AND ASSOCIATES INC Receipt #: 319-239935  
Business Name: CHEN MOORE AND ASSOCIATES INC Business Type: ALL OTHERS (LANDSCAPE ARCHITECT)  
Owner Name: BEN CHEN Business Opened: 03/15/2011  
Business Location: 500 W CYPRESS CREEK RD STE 633 State/County/Cert/Reg: LC26000425  
Business Phone: 954-730-0707 Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		5				
For Vending Business Only						
Signature	Number of Machines:		Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00
Receipt #99W-21-00261839 Paid 09/26/2022 30.00						

Receipt: #BWM-21-00261839  
Paid 09/26/2022 30.00



## CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2022-2023

Business Tax Division  
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828-5195

Business ID: BL-1200320

Business Name: MOORE, PETER

Business Address: 500 NW 62 ST # 630

MOORE, PETER  
MOORE, PETER  
500 NW 62 ST # 630  
FORT LAUDERDALE FL 33309

#### TAX CATEGORIES

412300 LANDSCAPE ARCHITECT

#### Contact:

MOORE, PETER

#### Business Email:

Pmoore@Chenmoore.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email [business@fortlauderdale.gov](mailto:business@fortlauderdale.gov), and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to [business@fortlauderdale.gov](mailto:business@fortlauderdale.gov), and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.  
Fort Lauderdale, FL 33311  
TEL 954 828 5195  
WWW.FORTLAUDERDALE.GOV

Qualifications of the Firm



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M-#15-0539

Exhibit 2

Page 18 of 149

## Business Structure

The DMSI Team is a partnership of construction companies and engineering firms which will provide the City of Fort Lauderdale with depth of resources, industry leading professionals, and innovative solutions required for this watermain extension project. DMSI has assembled a team of local companies to provide the City of Ft. Lauderdale with comprehensive services for this project. Our Team has a positive track record working with the City of Ft. Lauderdale and other municipalities.

As you will be able to see throughout this proposal, the DMSI Team has designed and constructed more pipeline projects of similar or greater size and complexity than any other team. With an aggregate bonding capacity in excess of \$100 million, DMSI is recognized as one of the most technically advanced underground utility, HDD trenchless emergency work, road building and earth moving contractors in South Florida. Over the past 30 years, David Mancini, President and Qualifier of DMSI, has successfully delivered multiple design-build projects which accounted for more than \$150 M worth of their contracts. DMSI is recognized in the construction industry for completing the projects within time and budget.

The DMSI Team includes specialized construction and engineering firms who have an outstanding record of successfully completed similar projects in South Florida. Together, our team offers the City of Ft. Lauderdale unmatched expertise, depth of resources, collaborative relationship, and local experience. All of the Design-Build Team Key Personnel qualifications and experience perfectly match their proposed roles for this project.

Since taking over in 1985 as the third generation of Mancini Family Estate Succession Planning, DMSI's construction experience history now spans **FOUR GENERATIONS** and **SIX DECADES** of underground utility excellence. DMSI is a heavy civil general contractor and construction management firm headquartered in Deerfield Beach and Ft. Lauderdale, Florida since its inception. DMSI is defined by its employees - honest, experienced, forward-thinking, professional and hardworking. DMSI's team members form collaborative relationships with owners, developers, design teams, subcontractors and others to assist in delivering the most desirable and economical solution to the construction goal, reinforcing the company's reputation for superior workmanship and performance. DMSI's business philosophy is dedicated to trusting relationships, excellent service and workmanship that has enduring character and meeting or exceeding customer expectations every time.

**1st Generation** | In the Mid 1950's Charlie D'Agostini and his Brothers incorporated Northwest Construction, specializing in Underground Utility and Tunneling Construction within the Detroit, Michigan area.

**2nd Generation** | In 1958 Charlie D'Agostini's Daughter Gilda, married Richard Mancini and soon after he started working for Northwest Construction gaining experience as a general superintendent. In 1965 Richard Mancini, with the help of Charlie D'Agostini, incorporated Ric-Man Construction which specialized in underground utility and excavation construction throughout the State of Michigan.

**3rd Generation** | In 1981, Ric-Man Construction established a parallel operation in the State of Florida, in which David Mancini relocated to Florida and started working as a laborer for Ric-Man Construction, Inc. In 1983, Richard Mancini and his eldest son, David Mancini, formed Ric-Man International Inc. a Florida Corporation specializing in underground utility and excavation. In 1985 David Mancini was promoted to



Qualifications of the Firm





president of Ric-Man International until late 2010 when David Mancini resigned to incorporate David Mancini & Sons, Inc. (DMSI).



**4th Generation** | In October 2010, David Mancini, together with his sons David Jr. and Richard incorporated David Mancini & Sons, Inc. which specializes in streetscape, underground utility, roadwork and trenchless construction. When DMSI was incorporated over 70% of the staff from Ric-Man International Inc., ranging from key to field personnel joined DMSI bringing along extensive years of experience and teamwork to DMSI. Currently DMSI has a staff of over 70 employees.



The company specializes in delivering large-scale projects which entail difficult tasks, conditions and schedules. DMSI executes projects through a variety of delivery systems, ranging from traditional contracting arrangements to turnkey design-build as well as CM/GC project execution. Typical projects include, large diameter pipelines, underground utilities, commercial and industrial site developments and trenchless utility installations.

Qualifications of the Firm



**DMSI's Team understands what is needed and will perform with the City of Ft. Lauderdale best interest in mind.** Integrating into the designers and contractors' team as well as coordinating efforts with stakeholders will require seasoned professionals with experience in neighborhood improvement projects. The DMSI Team brings confidence in project management water infrastructure engineering design and construction through verifiable experience on similar design-build projects. All of our Key personnel have experience in all elements of the scope of work and are 100% committed to the City of Ft. Lauderdale's successful implementation of this project.



Qualifications of the Firm





Founded in 1986, Chen Moore and Associates (CMA) specializes in civil engineering, electrical engineering, water resources, water and sewer, landscape architecture, transportation, planning, environmental and construction engineering services. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. The firm has its headquarters in Fort Lauderdale, FL. CMA has regional offices in Miami, West Palm Beach, and Orlando (Maitland). CMA has additional offices in Gainesville, Tampa and Jacksonville.

At CMA, we best describe ourselves, our approach, and our priorities with these five words: Leadership, Excellence, Philanthropy, Community and Culture. CMA embraces the history and legacy of the firm set by Dr. Ben Chen, P.E. and is empowered by the vision set by its leadership team, led by President Peter M. Moore, P.E., F. ASCE, LEED AP, ENV SP. The firm continues to grow by striving for excellence in design, innovation, project management, and quality. CMA continues to be focused on community through its commitment to philanthropy at all levels of the firm. Every office utilizes time and treasure to attend, contribute and lead in community and profession-related events throughout CMA's geographic reach. The CMA Family culture is about quality and excellence in our professional work, while contributing as a leader in our community in a fun working environment.

CMA employs 100 full time staff, including 39 registered professional engineers, 6 registered landscape architects, 2 certified planners and a certified irrigation designer.

Our office address is:

500 West Cypress Creek Road  
Suite 630  
Fort Lauderdale, FL 33309

Our central locale enables on-staff professionals to develop innovative, yet practical designs based on special insights into the problems and requirements of the communities of which they are a part. By living and working in these communities, CMAs' engineering professionals are able to work closely with their clients.





## Workload of the Firm

DAVID MANCINI & SONS, INC. - ONGOING PROJECTS						
PROJECT ID	PROJECT	VALUE	NAME/ADDRESS/PHONE #	% WORK REMAINING	STATUS	BONDED
21-NM.NE35	City of North Miami Beach - 35TH Avenue Roadway and Water Main Improvements	\$ 4,700,000	City of North Miami Beach-17011 NE 19th Ave., North Miami Beach FL 33162 (305)-947-7581	9%	On-going Construction	Yes
21-FL.ANSW	City of Fort Lauderdale - Storm Sewer Annual	\$ 20,331,483	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)- 828-8000	50%	On-going Construction	Yes
22.MD.S964	WASD S-964 - Gravity Sewer Along 27 Avenue	\$ 6,181,724	Miami Dade-WASD- 3071 SW 38th Ave., Miami FL 33146 (305)-665-7477	81%	On-going Construction	Yes
22-FL.A16S	DESIGN BUILD PUMP STATION A-16 UPGRADE WASTERWASTER	\$ 2,725,570	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)- 828-8000	93%	On-going Construction	Yes
22-FL.30WM	DESIGN BUILD 30" WATER MAIN PUMP STATION A-16 UPGRADE (COURT HOUSE)	\$ 1,881,743	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)- 828-8000	91%	On-going Construction	Yes
22-MB.VCWS	VENETIAN CAUSEWAY WATER & SEWER REPLACEMENT PHASE 1	\$ 5,362,443	City of Miami Beach- 1700 Convention Center Drive, Miami Beach, FL 33139- (305) 673-7080	28%	On-going Construction	Yes
22-MI.PINE	GOLDEN PINES ROADWAY & DRAINAGE IMPROVEMENTS, SEGMENTS 3&4	\$ 836,830	City of Miami - Office of Capital Improvements-444 NW 2nd Ave., 8th Floor, Miami, FL 33130- (305) 416-1219	50%	On-going Construction	Yes
22-FL.FLAG	DESIGN-BUILD FLAGLER VILLAGE NEW PUMPING STATION A-24	\$ 3,615,000	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)- 828-8000	81%	On-going Construction	Yes
22-MD.OCON	SOUTH DISTRICT WASTEWATER TREATMENT PLANT CHLORINE CONTACT TANK ST-2C	\$ 33,590,376	Daniel O'Connel's Sons, Inc./ Miami Dade WASD 800 Kelly Way, Holyoke, Massachusetts 01040- (413) 534-0246	95%	On-going Construction	Yes
23-MI.CWDE	DESIGN-BUILD SERVICES AGREEMENT FOR REPAIR AND RECONSTRUCTION OF CITYWIDE ROADS PHASE I	\$ 4,844,964	City of Miami - Office of Capital Improvements-444 NW 2nd Ave., 8th Floor, Miami, FL 33130- (305) 416-1219	100%	To Start 7/15/23	Yes
23-NB.WWPS	NORTH BAY VILLAGE WASTEWATER PUMP STATION IMPROVEMENTS PROJECT	\$ 6,240,776	North Bay Village 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 (305) 756-7171	100%	To Start 7/15/23	Yes
23-FL.CFMR	GTL CHLORINE FLASH MIX REMODEL PROJECT	\$ 11,516,112	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)- 828-8000	100%	To Start 8/15/23	Yes

The company specializes in delivering large-scale projects which entail difficult tasks, conditions and schedules. DMSI executes projects through a variety of delivery systems, ranging from traditional contracting arrangements to turnkey design-build as well as CM/GC project execution. Typical projects include, large diameter pipelines, underground utilities, commercial and industrial site developments and trenchless utility installations.

DMSI's Team understands what is needed and will perform with the City of Ft. Lauderdale best interest in mind. Integrating into the designers and contractors' team as well as coordinating efforts with stakeholders will require seasoned professionals with experience in neighborhood improvement projects. The DMSI Team brings confidence in project management water infrastructure engineering design and construction through verifiable experience on similar design-build projects. All of our Key personnel have experience in all elements of the scope of work and are 100% committed to the City of Ft. Lauderdale's successful implementation of this project.

**PAGE 2-19**

YEAR	PROJECT DESCRIPTION	OWNER	PIPE DIAMETER	PIPE MATERIAL	PIPE USE	FOOTAGE	DETAILS	ENGINEER OF RECORD	PROJECT VALUE	START DATE	COMPLETION DATE
2016	Design-Permitting-Construction 54-Inch Redundant Force Main at Miami Beach.	City of Miami Beach Bruce Mowry, P.E. Mobile (386) 262-4943 bmowry@att.net	54-Inch	HDPE	FM	4,400	54" Force Main from Pump Station # 1 (11TH Street and Jefferson Av) to Washington Avenue and 1ST Street. World Record Directional Drill	Arnelio Alfonso, P.E. - APCTE (EOR)	\$ 18,253,487	7/10/2015	12/31/2018
			54-Inch	PCCP	FM	1,111	Value Engineering Saved \$4 M and delivered Design Build within Budget				
			8-Inch	DIP	WM	1,060	installation of 8" DI Water Main, fittings, service connections and fire hydrants				
			18-Inch - 24-Inch	PVC - C900	Gravity	750	Installation of 18-Inch and 24-Inch new gravity sewer system along 11TH Street from Euclid Ct to Jefferson Ct				
2017	Design-Permitting-Construction 16" FM & 20" WM HDD AT E. LAS OLAS BLVD DESIGN AND BUILD	City of Fort Lauderdale Rick Johnson Mobile (954) 258-3862 rjohnson@fortlauderdale.gov	20-Inch / 16-Inch	HDPE/PVC	WM	1,881	Installation of 20-inch Water Main under the Intracoastal Waterway (icw) utilizing High Density Polyethylene Pipe installed via Horizontal Directional Drilling (HDD) and the connections to existing Water Mains via open cut at both sides of the Waterway.	Arnelio Alfonso, P.E. EOR APCTE	\$ 2,913,918	7/26/2016	3/23/2017
			16-Inch	HDPE	FM	1,226	16-inch diameter Force Main under the Intercoastal Waterway utilizing High Density Polyethylene Pipe installed via HDD.				
2017	Design-Permitting-Construction 20" HDD Water Main replacement along 63RD Street from LaGorce Dr to Indian Creek Drive	City of Miami Beach Bruce Mowry, P.E. Mobile (386) 262-4943 bmowry@att.net	20-Inch - 8-Inch	HDPE & DIP	WM	1,790	Water Main replacement along 63 st between LaGorce and Indian Creek Dr - 660 LF of 20" DIP (Open-cut), 280 LF of 20" HDPE (Aerial Crossing) and 850LF of 20" HDPE HDD under Intercoastal Waterway & 480 LF of (6"-8") DIP open cut.	Arnelio Alfonso, P.E. - APCTE	\$ 1,161,180	1/5/2016	1/31/2017
2017	Design-Permitting-Construction 48-Inch PCCP Water Transmission Main for Area N.	WASD Alexis Valdes Mobile (786)299-9008 alexis.valdez@miamidade.gov	48-Inch	PCCP	WM	15,300	Installation of 15,000 LF of 48" PCCP Water Main Transmission Line long SW 117TH Avenue from SW 72ND Street to SW 104TH Street.	Arnelio Alfonso, P.E. - APCTE	\$ 8,900,000	8/1/2018	5/15/2020
2017	Design-Permitting-Construction 11th ST IMPROVEMENTS FLAMINGO PARK NEIGHBORHOOD PHASE II	City of Miami Beach Bruce Mowry, P.E. Mobile (386) 262-4943 bmowry@att.net	CITY OF MIAMI BEACH, FL	PVC-C-900	WM, FM, Gravity	42,962	Design and Construction of about 2000 LF of Water Main, 1600 LF of Sanitary Sewer main, 230 LF of 36" Force Main, 2000 lf of 18" to 36" Drainage, Traffic Signal replacement on 11th and Pennsylvania Av, new Street Light system and Landscaping.	Arnelio Alfonso, P.E. - APCTE	\$ 7,361,000	8/15/2017	6/1/2019
2017	Replacement of Existing 54-Inch Sanitary Sewer Force Main at CentralDistrict Wastewater Treatment Plant on Virginia Key	WASD Gary Clark Mobile (305) 205-6980 gary.clarke@miamidade.gov	60-Inch	PCCP	FM	2,700	Included bypass of entirety of City Miami Beach's Sewage and connection to Grit Chamber. Included connections to Hobas Tunnel & vertial PCCP pipe installation in Tunnel Shafts	Eloy Ramos, P.E. - NICHOLSON CONST.	\$ 7,135,000	3/24/2015	8/31/2017
2018	Design-Permitting-Construction 48-Inch PCCP Force Main along North Miami Avenue	WASD James Ferguson, P.E. Mobile (786) 552-8756 james.ferguson@miamidade.gov	48-Inch	PCCP	FM	13,000	Design Build through Urban Corridor(s) and utility infested Midtown Miami, Miami Design District, and Wynwood.	Roger Williams, P.E. - AECOM	\$ 22,019,000	9/1/2016	6/3/2019
2018	Construction of 42-Inch Water Main & 10" Force Main from Biscayne Blvd to the Port of Miami and Construction of Sanitary Pump Station 9141	WASD Gary Clarke Mobile (305) 205-6980 Gary.Clarke@miamidade.gov	42-Inch	DIP	WM	9,740	Installation of 42" Water Main from Biscayne Blvd to the new Cruise Terminal A	Rodrigo Pigna, P.E. - WSP	\$ 15,200,000	3/21/2018	7/24/2019
			30 Inch	HDPE	WM	4,000	Installation of twins 30" HDPE Water Main via Horizontal Directional Drill under Biscayne Bay.				
			10-Inch	PVC-C900	FM	5,000	Installation of new 10" Force Main from Biscayne Blvd to New Sanitary Lift Station # 9141				

YEAR	PROJECT DESCRIPTION	OWNER	PIPE DIAMETER	PIPE MATERIAL	PIPE USE	FOOTAGE	DETAILS	ENGINEER OF RECORD	PROJECT VALUE	START DATE	COMPLETION DATE
			12-Inch	HDPE	FM	4,000	Installation of twins 12" HDPE Force Main via Horizontal Directional Drill under Biscayne Bay.				
2019	Emergency pipe repair of a 72-Inch and 54-Inch Force Main at Biscayne Blvd and NE 156 Street	WASD Alexis Valdes Mobile (786)299-9008 alexis.valdez@miamidade.gov	72-Inch and 54-Inch	PCCP	FM		72-Inch & 54-Inch Linestops and 72-Inch & 54-Inch Repair Assemblies. Unknown Interior Liner in pipe cased emergency bypass operation and repair "in-the-wet".	David Vazquez, P.E. - WASD	\$ 4,424,000	2/22/2019	2/14/2020
2019	Emergency Linestops and Bypass on 48-Inch PCCP Force Main crossing the Oleta River at Biscayne Blvd and NE 163 Street	WASD David Vazquez, P.E. Mobile (786) 552-4447 david.vazquez@miamidade.gov	48-Inch	RCP	FM	1,000	2-48-Inch Linestops and 1,000 LF Bypass	David Vazquez, P.E. - WASD	\$ 6,365,000	8/12/2019	8/21/2020
			42-Inch	HDPE HDD	FM	800	Emergency Design Build 800 LF HDD and 1,000 OPEN CUT Replacement Force Main				
			42-Inch	HDPE SLIPLINE	FM	800	Slipline				
2020	Country Club Village Water Main Infrastructure Upgrades Project # 2019-029	City of Boca Raton Lauren Burack Mobile (561) 866-7193 lburack@myboca.us	8"-24"	PVC-C900 & HDPE	WM	24,000	Installation of approx. 24,000 LF of 4" - 24" Water Main in Country Club Village Neighborhood and along SW 18th Street, 24" Fusible PVC HDD under I-95 and 344 New Water Services and back to front transfers..	Harrison Barron - Holtz Consulting Engineers	\$ 5,670,000	4/21/2020	6/1/2022
2020	Design-Permitting-Construction Emergency 54" Sewer Redundant Force Main	City of Fort Lauderdale Omar Castellon, P.E. Mobile (954) 857-4416, OCastellon@fortlauderdale.gov	54-Inch	HDPE	FM	3,800	Emergency Design Build 13,000 LF HDD 2,000 Open Cut - World Record Directional Drill	Arnelio Alfonso, P.E. - APCTE	29,908,007	1/24/2020	6/15/2021



## Joint Ventures

N/A

## Financials



June 20, 2023

To Whom It May Concern

RE: Financial Statement

To Whom It May Concern:

We at David Mancini & Sons, Inc. would like to thank you for the opportunity to serve the City of Fort Lauderdale; however, our financial statement is proprietary and confidential and therefore, we do not wish it be made public.

Our financial records are available for your appropriate staff to review at our accounting office in Pompano Beach, FL. Please advise us 48 hours in advance.

If you have any questions regarding our financial information, please feel free to contact our Controller, Kimberley Weldon at (954) 977-3556.

Sincerely,

David Mancini, Jr.  
Vice-President

2601 Wiles Road Pompano Beach FL 33073 Phone: 954-977-3556 Fax: 954-944-2040

## Key Personnel

DMSI has assembled a team of professionals with experience and expertise in the areas required to meet the goals and objectives of the City of Fort Lauderdale. We have all the professionals needed to provide a wide range of technical services to the City. For detailed information please refer to our team's resumes in Section 3 "Qualifications of the Team". Our Design-Build Team consists of the following firms:

### David Mancini & Sons, Inc.

2601 Wiles Road, Pompano

Beach, FL 33073

Tel: (954) 977-3556

Fax: (954) 944-2040

Contact: David Mancini,  
Jr., Vice President

Email: [dmancinijr@dmsi.com](mailto:dmancinijr@dmsi.com)



### Chen Moore and Associates, Inc. (CMA)

500 W Cypress Crk Rd, Ste 630, Fort Lauderdale, FL 33309

Tel: (954) 730-0707 Ext 1085

Fax: (954) 730-2030

Contact: Daniel Davila, P.E.,  
Director of Water & Sewer  
Email: [ddavila@chenmoore.com](mailto:ddavila@chenmoore.com)



DMSI has assembled a team of professionals with experience and expertise in the areas required to meet the goals and objectives of the City of Fort Lauderdale. We have all the professionals needed to provide a wide range of technical services to the City. For detailed information please refer to our team's resumes in Section 3 "Qualifications of the Team". Our Design-Build Team consists of the following firms:

### David Mancini & Sons, Inc.

2601 Wiles Road, Pompano Beach, FL 33073

Tel: (954) 977-3556 Fax: (954) 944-2040

Contact: David Mancini, Jr., Vice President

Email: [dmancinijr@dmsi.com](mailto:dmancinijr@dmsi.com)

### Chen Moore and Associates, Inc. (CMA)

500 W Cypress Crk Rd, Ste 630, Fort Lauderdale, FL 33309

Tel: (954) 730-0707 Ext 1085 Fax: (954) 730-2030

Contact: Daniel Davila, P.E., Director of Water & Sewer

Email: [ddavila@chenmoore.com](mailto:ddavila@chenmoore.com)

## The DMSI Team Key Personnel



### David Mancini Jr. - Project Manager (DMSI)

Phone: (754) 264-9594 | Email: [dmancinijr@dmsi.co](mailto:dmancinijr@dmsi.co)

David A. Mancini Jr. has over 15 years of construction experience in South Florida. As a field laborer, David Mancini Jr. began his career in construction at only 15 years old, working on various construction projects for City Municipalities. As a Construction Manager of David Mancini and Sons, Inc., David administers all construction operations, residential public relations, and coordination regarding the construction projects. His specialization and experience is in neighborhood improvement projects, water main replacements, private property experience is in neighborhood improvement projects, water main replacements, private property. His management practice consists of a "first person on site and last person to leave" attitude. David's main priority in administering construction operations is limiting at all cost the impact construction operations may impose on the residents.



### Daniel Davila - Design Manager (CMA)

Phone: (954) 730-0707 ext 1085 | Email: [ddavila@chenmoore.com](mailto:ddavila@chenmoore.com)

Daniel Davila, P.E. serves as Director of Water and Sewer for CMA's engineering team and over 22 years of civil engineering experience. Mr. Davila has extensive experience designing a variety of water and wastewater facilities, utilities master planning, and has worked on thousands of linear feet of water and sewer utility infrastructure renewal/replacement projects. He has served as project manager, Engineer of Record or Senior Engineer for more than 40 horizontal direction drill





projects, including thousands of linear feet of watermain and forcemain projects that range from 6" in diameter up to 54" transmission lines, as well as for the design of several intracoastal crossings that range from 14" to 48" in diameter. Mr. Davila is an expert on large pipeline design and Trenchless technologies having worked on dozens of Horizontal Directional Drilling (HDD), pipe bursting and HDPE compression-fit lining projects in Florida, Central America and the Caribbean. He is responsible for the implementation of the internal quality assurance process including the review of all documentations to ensure quality control has been completed at each phase of the design process.



**Onique Williams - General Superintendant (DMSI)**  
**Phone: (561) 400-6062 | Email: owilliams@dmsi.co**

Onique Williams has over 12 years of construction experience in South Florida. Mr. Williams, helped start and build DMSI when it first opened it's doors, Onique's career at DMSI is truly a "from the bottom-up" scenario. His positions at DMSI have included personally installing water services to superintending design build large-diameter transmission force mains. Most recently, successfully completed 15,000 LF Design Build of 48-inch PCCP through utility infested and politically sensitive Miami's Wynwood Business Improvemeten District, Midtown Miami Community Development District, and Miami Design District.



**Richard Mancini -Health and Safety Manager**  
**Phone: (954) 242-8763 | Email: rmancini@dmsi.co**

Mr. Richard Mancini has over 9 years' experience in accounting, construction management and cost estimating in the field of underground utility, roadwork and all facets of civil construction. Richard has always been fascinated with the underground industry since a young age, where he would spend his days after school playing and pretend driving all the equipment in our storage yard and starting around 10 years old. Fast forward to present day, Richie is fully immersed in the day to day business of running large diameter pipeline projects for just shy of

4 years.

**Krishan Kandial, P.E. - Quality Control Manager (DMSI)**



**Phone: (954) 668-7770 | Email: kkandial@dmsi.co**

Krishan Kandial has 12 years of experience in water & sewer (distribution, collection, transmission & treatment), paving, grading and drainage project. Mr. Kandial has worked for the Cities of Fort Lauderdale and Coconut Creek for over 6 years. Working for these municipalities he has overseen the design, permitting, and construction of larger projects. He also worked in the private sector designing and managing construction projects. Mr. Kandial has Bachelor's degree in Civil Engineering and is

a licensed PE in the State of Florida.



**David Castro - Trenchless Technologies**  
**Phone: (954) 730-0707 ext 1174 | Email: dcastro@chenmoore.com**

is a Senior Engineer for CMA's engineering team and has extensive project experience with the design and permitting of drainage and sanitary sewer improvements along with the associated construction oversight. In addition, he conducted several studies that included directional engineering analysis for trenchless pipeline installations, river analysis, storm sewer design, flood analysis, erosion control, hydrologic and hydraulic studies, and irrigation studies. Mr. Castro expertise in HDD includes several drills under the ICW, railroads and roadways, and

include HDPE and steel pipe.





**Fabio Angarita Scheduler/Project Controls Specialist (DMSI)**

**Phone: (954) 551-2324 | Email: fangarita@dmsi.co**

Fabio Angarita has successfully completed over \$80 million of municipal projects in highly urban environments throughout South Florida including Storm Sewer Projects, Pump Stations, Water Main Projects (open cut and HDD), Force Mains Projects (open cut and HDD), Sub-Aqueous Crossings, Roadway and Neighborhood Improvement Projects.





# Organizational Chart



CITY OF FORT LAUDERDALE

## PROJECT MANAGER

Sylejman Ujkani

### DESIGN SERVICES



#### PRINCIPAL IN CHARGE

Peter Moore, P.E., F.ASCE, FACEC

#### DESIGN MANAGER

Daniel Davila, P.E.

#### TRENCHLESS TECHNOLOGY

David Castro, P.E., M.E.

#### PIPELINE ENGINEERING

Vincent Locigno, P.E.

#### SENIOR ENGINEER

Jessica Diaz, P.E.

#### SENIOR INSPECTOR

Matt O'Rourke

#### SENIOR INSPECTOR

Manuel Caamano

### DESIGN SERVICES SUBCONSULTANTS

#### GEOTECH

Pan Geo Consultants

#### SURVEY

Stoner & Associates

#### SUE

Inframap

#### TRENCHLESS TECHNOLOGIES

Brierley & Associates

### SUBCONTRACTORS

#### HORIZONTAL DIRECTIONAL DRILLING

Centerline Directional Drilling

#### RESTORATION

C&R Milling

### CONSTRUCTION SERVICES



#### PRINCIPAL IN CHARGE

David Mancini

#### PROJECT MANAGER

David Mancini Jr.

#### HEALTH & SAFETY

Richard Mancini

#### QUALITY CONTROL

Krishan Kandial, P.E.

#### PROJECT COORDINATOR

Leydis Colomina Power

#### PROJECT COORDINATOR

Matthew Hodge

#### SUPERINTENDENT

Onique Williams

#### ESTIMATOR

Alejandro Mejia

#### SCHEDULER / CONTROL SPECIALIST


Fabio Angarita



## Concerning Subconsultants, Suppliers and Others

DMSI shall perform at least 40% of the total dollar amount of the work to be performed under the agreement.

## Safety

 <b>WORKERS COMPENSATION EXPERIENCE RATING</b>									
Risk Name: DAVID MANCINI & SONS INC								Risk ID: 914733286	
Rating Effective Date: 04/01/2023				Production Date: 11/30/2022		State: INTERSTATE			
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	
FL	.14	121,333	169,296	47,963	0	47,400	36,284	36,284	
GA	.13	8	12	4	0	49,350	0	0	
(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.14		121,341	169,308	47,967	0	47,400	20,513	20,513	
		Primary Losses	Stabilizing Value		Ratable Excess		Totals		
Actual		(I) 20,513	C * (1 - A) + G 151,753		(A) * (F) 0		(J) 172,266		
Expected		(E) 47,967	C * (1 - A) + G 151,753		(A) * (C) 16,988		(K) 216,708		
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod			
Factors			1.00			(J) / (K) .79			
<p><b>REVISED RATING</b>            RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.            ONE OR MORE CLAIM AMOUNTS HAVE BEEN REDUCED DUE TO EMPLOYER REIMBURSEMENTS AS PART OF A NET DEDUCTIBLE, EMPLOYER-PAID MEDICAL OR COMPENSATION REIMBURSEMENT PROGRAM IN THE FOLLOWING JURISDICTIONS: FL            RATING REVISED TO REFLECT APPROVED RATING VALUES</p>									
<small>© Copyright 1993-2022. All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of the product or information contained therein. This product and the information contained therein are to be used exclusively for underwriting, premium calculation and other Insurance purposes and may not be used for any other purpose including but not limited to safety scoring for project bidding purposes. All responsibility for the use of and for any and all results derived or obtained through the use of the product and information are the end user's and NCCI shall not have any liability thereto.</small>									

Page 1 of 3

Qualifications of the Firm



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



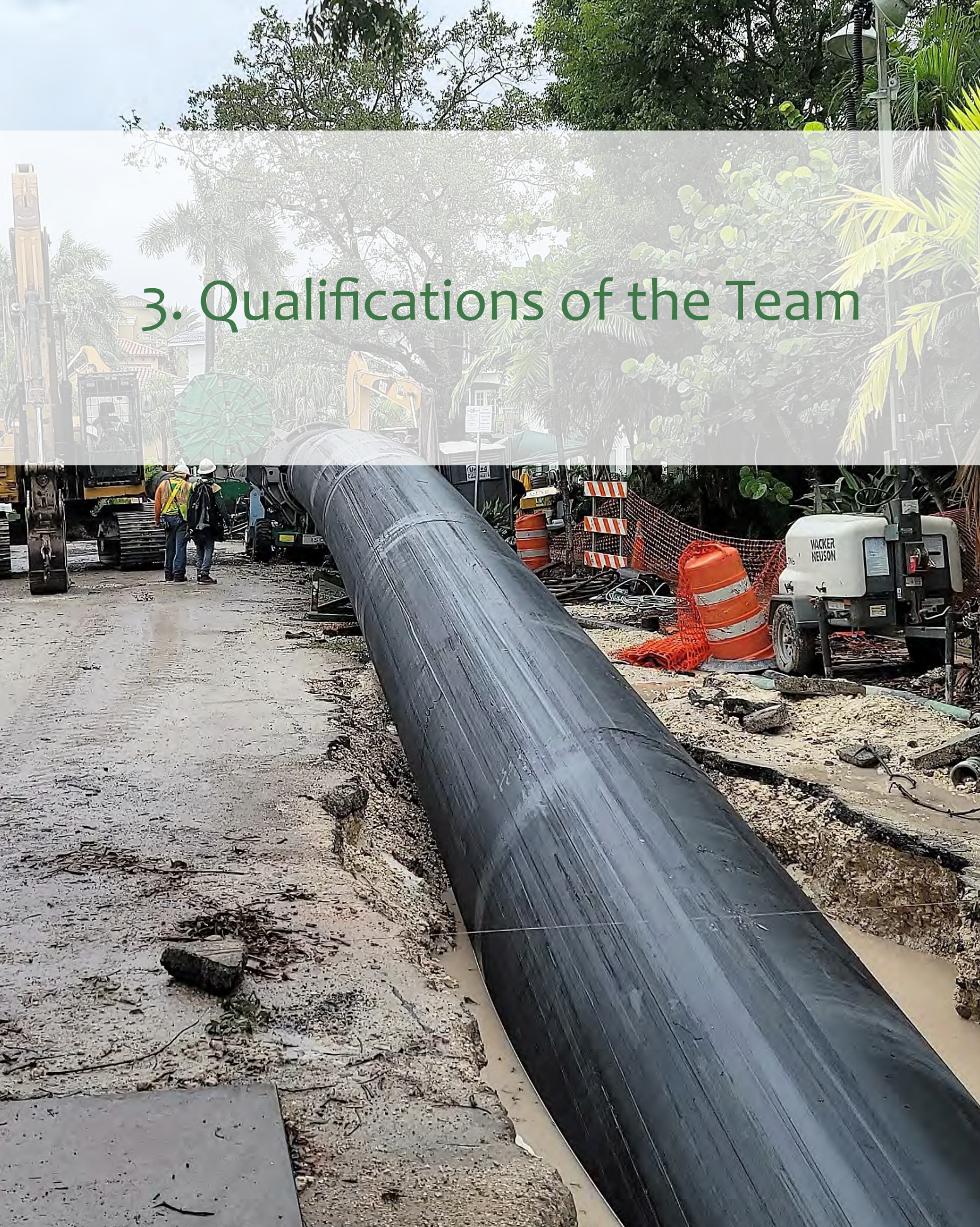
CAM #23-0822M-#23-0539

Exhibit 2 Exhibit 2

Page 32 of 149 Page 296 of 413



### 3. Qualifications of the Team



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 33 of 149 Page 207 of 413



### 3. QUALIFICATIONS OF THE TEAM

For a complete profile of our key team members, including a minimum of three (3) alternate delivery projects on which they held a key delivery role, please refer to our resumes at the end of this section.

Name	Title	Years Exp.	Area of Responsibility	Firm / Location	Education	Registration/ Licenses	Other Professional Qualifications
David Mancini, CUC	President	34	Principal-in-Charge	DMSI/ Pompano Beach	N/A	Underground Utility License	Please refer to his resume at the end of this section
David Mancini, Jr.	Vice President / Project Manager	15	Project Manager	DMSI/ Pompano Beach	MS/ International Finance	N/A	Please refer to his resume at the end of this section
Richard Mancini	Vice President of Operations	9	Health and Safety	DMSI/ Pompano Beach	N/A	N/A	Please refer to his resume at the end of this section
Krishan Kandial, P.E.	Senior Project Manager	12	Quality Control	DMSI/ Pompano Beach	BS/Civil Engineering	PE License	Please refer to his resume at the end of this section
Leydis Colomina Power	Project Manager	10	Project Coordinator	DMSI/ Pompano Beach	N/A	N/A	Please refer to her resume at the end of this section
Onique Williams	Superintendent	12	General Superintendent	DMSI/ Pompano Beach	N/A	N/A	Please refer to his resume at the end of this section
Alejandro Mejia	Project Health and Safety Manager	16	Estimator	DMSI/ Pompano Beach	AS/Civil Engineering AS/Business Administration	N/A	Please refer to his resume at the end of this section
Matthew Hodge	Chief Estimator	3	Project Coordinator	DMSI/ Pompano Beach	N/A	N/A	Please refer to his resume at the end of this section
Fabio Angarita	Civil Engineer	10	Scheduler/ Control Specialist	DMSI/ Pompano Beach	B.S., Civil Engineering	PE License	Please refer to his resume at the end of this section

Qualifications of the Team





## Chen Moore and Associates, Inc. (CMA)

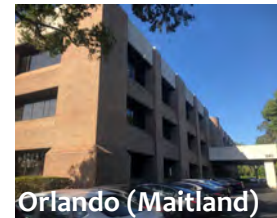
Name	Title	Years Exp.	Area of Responsibility	Firm / Location	Education	Registration/ Licenses	Other Professional Qualifications
Peter Moore, P.E., F.ASCE, F.ACEC	President/CEO	26	Principal-in-Charge	CMA/Fort Lauderdale	MS/Civil Engineering BS/Civil Engineering	PE License	Please refer to his resume at the end of this section
Daniel Davila, P.E.	Director of Water & Sewer	24	Design Project Manager	CMA/Fort Lauderdale	BS/Civil Engineering	PE License	Please refer to his resume at the end of this section
David Castro, P.E.	Senior Engineer	12	Pipeline & Trenchless Technologies	CMA/Fort Lauderdale	MS/Civil Engineering BS/Civil Engineering	PE License	Please refer to his resume at the end of this section
Vincent Locigno, P.E.	Senior Engineer	6	Pipeline Engineering	CMA/Fort Lauderdale	BS/Civil Engineering	PE License	Please refer to his resume at the end of this section
Jessica Diaz, P.E.	Senior Engineer	7	Senior Engineer	CMA/Fort Lauderdale	N/A	N/A	Please refer to her resume at the end of this section
Matthew O'Rourke	Senior Construction Specialist	16	Senior Inspector	CMA/Fort Lauderdale	N/A	N/A	Please refer to his resume at the end of this section
Manuel Caamano	Senior Construction Specialist	21	Senior Inspector	CMA/Fort Lauderdale	N/A	N/A	Please refer to his resume at the end of this section

Qualifications of the Team



## Subconsultants

### Chen Moore and Associates (CMA) - Design



Founded in 1986, CMA specializes in civil engineering, electrical engineering, water resources, water and sewer, landscape architecture, transportation, planning and irrigation, environmental and construction engineering services. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. The firm has its headquarters in Fort Lauderdale, FL. CMA has regional offices in Miami, West Palm Beach, Jacksonville, and Orlando (Maitland). CMA has additional offices in Gainesville, Sarasota, Port St. Lucie, Tampa and Atlanta. The work performed for this contract will be based out of our Fort Lauderdale office.

At CMA, we best describe ourselves, our approach, and our priorities with these five words: Leadership, Excellence, Philanthropy, Community and Culture. CMA embraces the history and legacy of the firm set by Dr. Ben Chen, P.E. and is empowered by the vision set by its leadership team, led by President Peter Moore, P.E., F. ASCE, FACEC. The firm continues to grow by striving for excellence in design, innovation, project management, and quality.

CMA continues to be focused on community through its commitment to philanthropy at all levels of the firm. Every office utilizes time and treasure to attend, contribute and lead in community and profession-related events throughout CMA's geographic reach. The CMA family culture is about quality and excellence in our professional work, while contributing as a leader in our community in a fun working environment.

The firm is currently working on and has successfully completed projects involving the planning, design and construction of a wide range of projects in a multitude of disciplines including:

- Infrastructure Master Planning
- Pump Station Design and Rehabilitation
- Water Supply, Treatment, and Distribution Design
- Stormwater Management System Design and Master Plans
- Environmental Engineering
- Roadway Design and Streetscape
- Transmission Engineering
- Government Permitting
- Land Development
- Site Development
- Site Planning
- Landscape Architecture
- Hardscape Design
- Irrigation Design
- Park Design
- GIS Analysis and Mapping
- Project and Program Management
- Sustainable Design and LEED Solutions
- Value Engineering
- Utility Rate and Infrastructure Valuation Studies
- Resident Coordination and Stakeholder



CMA employs 120 full time staff, including 38 registered professional engineers, 6 registered landscape architects, 3 certified planners, 1 certified arborist, and a certified irrigation designer. With our highly experienced technical design staff, the CMA team has the capabilities to address the smallest to the most challenging civil, environmental and transportation engineering, planning, landscape architecture and construction administration tasks required for many types of public, semi-public and private sector projects. The City can be assured that the CMA team can handle all components of the projects performed under this contract.

**Licenses.** Please refer to Section 2, Licensure for licenses.

**Ownership/Education and Experience.** CMA is a Corporation with 16 owners who are employees of the firm. Please refer to the chart on page 3-1 of this section for our team's educational background and Section 4 "Project Manager's Experience" A. Example Projects, page 4-12 for our experience.

**References.** The following clients can be contacted as references:

Broward County WWS	City of North Miami Beach	Seacoast Utility Authority
2555 West Copans Road	17050 NE 19th Avenue	4200 Hood Road
Pompano Beach, FL 33069	North Miami Beach, FL 33162	Palm Beach Gardens, FL 33401
Contact: Gregory Balicki	Contact: Maceo Lewis	Contact: Brandon Selle
(954) 831-0745	(305) 354-4431	(561) 627-2900





**Brierley Associates** is an internationally recognized authority in the selection, design, construction management, and forensic analysis of Horizontal Directional Drilling (HDD), Microtunneling and Auger boring solutions for water, wastewater, electrical and natural gas.



Their team of engineers and geologists draw upon their collective national and international experience to understand those challenges and deliver the right technology to traverse a variety of challenging underground conditions. Our engineering and consulting services include new installations and pipe rehabilitation. Trenchless design reduces disruption and damage to developed urban locales, environmentally sensitive areas, waterways, and surface transportation corridors and airports. Trenchless solutions can dramatically reduce the carbon footprint of sewer, water, and utility projects.

Centerline Directional Drilling Service INC. (CDDS, Inc.) started operation in 1999, and is an Underground Utility Contractor that specializes in Horizontal Directional Drilling for the past 21 years. Centerline Directional Drilling Service, Inc. specializes in the installation of underground and underwater conduits for electric, fiber optic, gas, sewer, water, etc. Centerline experience includes the largest drills constructed for the City of Fort Lauderdale such as the 54-inch South Redundant Forcemain.



**PanGeo Consultants, LLC (PanGeo)** has over 13 years of experience in the field of geotechnical and structural engineering. PanGeo specializes in the field of geotechnical engineering with a focus on the South Florida region. PanGeo will provide geotechnical engineering services for this contract.



**Stoner and Associates, Inc. (Stoner)** was founded in September of 1988 by James D. Stoner, P.S.M. Their mission is to provide quality land surveying services, while utilizing the latest technology and techniques. Stoner is a Professional Land Surveying Consultant to numerous municipalities, including City of Fort Lauderdale, Broward County Aviation Department, South Florida Water Management District, Broward College, Town of Davie and City of Sunrise. Stoner will provide surveying services for this contract.



**InfraMap Corp** is a leading provider of Utility Infrastructure Mapping and Subsurface Utility Engineering (S.U.E.) services. They collect utility infrastructure data in the field using sophisticated geophysical techniques and instrumentation (including GPR), with automated data collection gear and state of the art survey equipment. Founded in 1987, InfraMap is a utility infrastructure mapping specialist. Their clients are State and Local Transportation Departments, Airports, Port Authorities and Utilities. They have performed some of the largest utility mapping projects ever undertaken by any firm. They have the resources to perform and deliver multiple large scale projects on time, throughout the United States, as evidenced by our past and recent performance. InfraMap will provide SUE services for this project.



**C & R Milling & Paving, Inc.** is a paving company that has been around since 2005. Our team is well-trained and qualified to work in the State of Florida. From milling private residential streets to state roadways and everything in between and paving parking lots to county roadways and everything in between. All of our staff are friendly and knowledgeable because we know what it's like to be in your shoes. We want you to know just how special you and your project are to us, so we do our very best to ensure that you and your needs always come first.





# DAVID A. MANCINI JR.

CONSTRUCTION MANAGER



1/1

**Industry Experience:** 10 yrs  
**Registration / Certifications / Degrees:**  
 OSHA Certification -  
 Construction Safety and  
 Health MOT Work Zone Traffic  
 Control: Intermediate Level  
 Master of Business and  
 Administration Specialization  
 in International Finance

**Reference#1:**  
 Bob Wertz: Senior  
 Project Manager  
 City of Hollywood Engineering  
 Division Bwertz@hollywoodfl.  
 org,  
 Phone 954-921-3930

**Reference#2:**  
 Gregory Mullenski  
 City Inspector  
 City of Hollywood Engineering  
 Division Gmullenski@  
 hollywoodfl.org,  
 Phone 954-249-2870

**Reference#3:**  
 Carla S. Dixon- Capital  
 Projects Miami Beach  
 – Capital Improvement  
 Carladixon@miamibeachfl.gov  
 Phone 305-673-7071

David A. Mancini Jr. has over 15 years of construction experience in South Florida. As a field laborer, David Mancini Jr. began his career in construction at only 15 years old, working on various construction projects for City Municipalities. As a Construction manager of David Mancini and Sons, Inc., David administers all construction operations, residential public relations, and coordination regarding the City of Hollywood's construction projects. His specialization and experience is in neighborhood improvement projects, water main replacements, high-profile and politically sensitive large diameter design build projects. His management practice consists of a "first person on site and last person to leave" attitude. David's main priority in administering construction operations is limiting at all cost the impact construction operations may impose on the residents.

## CONSTRUCTION MANAGER EXPERIENCE

### DESIGN BUILD SERVICES FOR THE INSTALLATION OF A 48-INCH FORCE MAIN ALONG NORTH MIAMI AVENUE, MIAMI, FL, 2019

Role: Construction Manager: This project includes the installation of approximately 13,000 linear feet of 48" sewer force main on NE 36th Street, between Federal Highway and North Miami Avenue. 12" and 16" water mains on North Miami Avenue, between NW 20th and 29th Street and 1,000 feet of 24" storm water drainage.

### WATER MAIN & FORCE MAIN INTRACOASTAL WATERWAY CROSSINGS AT LAS OLAS BLVD. , FORT LAUDERDALE, FL, 2017

Role: Construction Manager: This project includes the installation of a 20" diameter water main and a new 16" diameter subaqueous force main on the south of Las Olas Blvd. Bridge to provide additional redundancy to the Las Olas area. The City had selected the horizontal directional drilling (HDD) method for construction of the proposed subaqueous crossings.

### DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF THE EXISTING 54-INCH SANITARY SEWER FORCE MAIN PIPELINE FROM THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT TO FISHER ISLAND, UNDER NORRIS CUT CHANNEL, MIAMI, FL , 2014

Role: Construction Manager: Design-Build project to replace the existing 54-inch force main (FM) from the Virginia Key Central District Wastewater Treatment Plant (CDWWTP) under Biscayne Bay Norris Cut to Fisher Island. Including: planning, engineering,

design, permitting, procurement, construction / installation, testing and startup of a new 60-inch replacement FM. Project elements include: Approximately 5,200 linear feet of tunnel boring with precast segmental liners capable of accommodating a 60-inch internal diameter carrier pipeline. Approximately 2,500 linear feet of open cut construction to install a 60-inch diameter pipe. Approximately 1,000 linear feet of horizontal directional drilling (HDD) to install 8-inch pipe that will relay the sewage flow from the Fisher Island Pump Station (PS 170) to the tunnel. The replaced 54-inch FM will be cut, flushed, plugged at terminal locations, and abandoned for potential rehabilitation in the future.

### HOLLYWOOD WATER MAIN REPLACEMENT 11-5110, HOLLYWOOD, FL , 2014

Role: Construction Manager: Project consisted of the installation of over 5,200 LF of 16-inch C905 PVC Transmission water main, over 60,000 LF of 4", 6" and 8" C900 PVC and DIP distribution water mains, fittings, valves, fire hydrants, and interconnections associated with the water main replacement. The project also included over 900 water service connections at the existing meters and over 400 water meter relocations and water service installations on the private property. Some of the key construction activities included emergency response, temporary traffic controls, clearing and grubbing, tree relocation, locating and protecting existing utilities, trench excavation, shoring, density testing, pressure testing, pipe disinfection, pavement restoration, existing water main abandonment, and coordination with Homeowners Association, City, County, and FDOT Utility Staff.

DAVID MANCINI & SONS, INC.



**Daniel Davila, P.E.**  
**Director of Water and Sewer-  
 Design Project Manager**

**Hire Date:** 06/13/2011

**Years with other firms:** 12

#### **Education**

Bachelor of Science, Civil  
 Engineering, University of  
 Florida, 2000

#### **Registration**

Professional Engineer,  
 Florida, 63014, 2005

#### **Professional Affiliations**

American Academy of  
 Environmental Engineers  
 American Society of Civil  
 Engineers  
 Florida Engineering Society  
 Florida Healthcare Engineers  
 Association

#### **Certifications**

Stormwater Management  
 Inspector

Mr. Davila serves as Director of Water and Sewer for CMA's engineering team and over 22 years of civil engineering experience. Daniel has extensive experience designing a variety of water and wastewater facilities, utilities master planning, construction management, rate/financial studies, and has worked on thousands of linear feet of water and sewer utility infrastructure renewal/replacement projects. He has been the contract manager for small projects as well as large complex projects managing millions of dollars in design fees and several subconsultants. He has served as project manager, Engineer of Record or Senior Engineer for more than 40 horizontal direction drill projects, including thousands of linear feet of watermain and forcemain projects that range from 6" in diameter up to 54" transmission lines, as well as for the design of several intracoastal crossings that range from 14" to 48" in diameter. Mr. Davila is an expert on Trenchless technologies having worked on dozens of Horizontal Directional Drilling (HDD), pipe bursting and HDPE compression-fit lining projects in Florida, Central America and the Caribbean.

#### **Project Experience**

**Broward County UAZ Water Sewer Improvements 110/111, Lauderdale Lakes, FL.** Broward County UAZ Water Sewer Improvements 110/111, Lauderdale Lakes, FL. The UAZ 110/111 project include the improvements to the existing water distribution and sanitary sewer system within the City of Lauderdale Lakes and the City of Oakland Park, along with restoration of surface areas disturbed for the construction of the improvements. The project had a combined total area of 479 acres and included the installation of 57,400 linear feet of gravity sewer, 4,400 linear feet of forcemain, and 72,100 linear feet of watermain. The total project included 133,900 linear feet of pipe. Pipe installation took place along local city roads, as well as County and FDOT jurisdiction roadways including West Oakland Park Boulevard and US-441. The existing water main consists of asbestos cement, cast iron, ductile iron, galvanized steel, and polyvinyl chloride pipe ranging from 2" - 24" in diameter size. The sanitary sewer consists of vitrified clay, fold and form liner, cured in place liner, and ductile iron pipe ranging from 8" - 18" in diameter size. The force main consists of asbestos cement, cured in place liner, ductile iron, and polyvinyl chloride pipe of 12" in diameter size. The restoration of roadways, sidewalks, driveways, and landscape areas will need to be performed as needed for water and sanitary sewer improvement construction. The project is currently under construction and CMA is performing construction administration services.

**DB 24" Force Main & 30" Water Main Canal Crossing, Margate, FL.** CMA was the engineer-of-record on the design build team for the installation of a 24-inch force main and 30-inch water main canal crossing. The existing pipes were crossing the canal aerially, and the design-build team value engineered the project by burying the pipes over the culvert. The efforts of CMA included coordination with neighboring properties for construction access, coordination with improvement districts, creation of an emergency response plan and environmental management plan for the force main construction, design, permitting and construction administration services.

**Reclaimed Watermain Project, Pompano Beach, FL.** CMA designed approximately 30,000 linear feet of reclaimed water distribution in the City of Lighthouse Point/Pompano Beach Reclaimed Water System Expansion. The design is part of the City of Pompano Beach reclaimed water system expansion and is located adjacent, just immediately south of the BCWWS North County Reclaimed Water expansion project



Chen Moore and Associates



**16-inch Water Main - University Drive, Town of Davie, FL.** CMA will design the replacement of a 12-inch ACP water main to a 16-inch PVC water main, along the east side of University Drive between SW 33rd St and SW 24th St. The existing pipe will be abandoned in place. Services will include the planning and design services necessary to prepare all required construction documents for the proposed infrastructure improvements. The total watermain is approximately 3,500 linear feet and it will be installed on University Drive which is a 6-lane divided major arterial roadway.

**Country Club Ranches Water Main Project, Miramar, FL.** CMA is providing professional engineering services for the Country Club Ranches Water Main Project. CMA is completing the design and construction of 20,000 linear feet of a new water distribution system to service the Country Club Ranches community. Country Club Ranches is a developed, semi-rural, residential community, and is primarily served by private water wells and septic tanks. The project includes new water distribution system to include fire hydrants, valves, water services, air release assemblies and required appurtenances throughout the Country Club Ranches community in order to supply municipal water service to the residents. The scope of services included planning, engineering reporting, engineering design, technical specifications, contract preparation, permitting and construction management.

**Sample Road Subaqueous Water Main Crossing, Lighthouse Point, FL.** Broward County Water and Wastewater Services (BCWWS) retained a contractor to construct the District 2 Sample Road Water Main Aerial Crossing Project under Solicitation PNC2118654C1 ("the Project"). Under the original bid documents, the Project was to include the installation of a new aerial water main crossing along Sample Road over the Captain Knight Bayou Canal / South Grand Canal just west of NE 26th Avenue within the City of Lighthouse Point. The aerial water main crossing was to be installed on 4 new square prestressed concrete batter pile supports to be driven within the canal adjacent to an existing bridge. During the right of way permitting by the selected contractor, the City of Lighthouse Point would not issue a right of way permit for this work due to concerns about the potential impact of the pile driving on the stability of the adjacent bridge, which is in poor condition. The contractor presented various alternative construction methods for the proposed water main crossing to BCWWS for consideration. Based on the evaluation of the various alternative construction methods, BCWWS selected the horizontal directional drilling (HDD) as the best alternative construction method to install a subaqueous water main crossing under this project. CMA provided design and permitting services for the installation of a new subaqueous water main crossing along Sample Road over the Captain Knight Bayou Canal / South Grand Canal just west of NE 26th Avenue within the City of Lighthouse Point. The proposed water main was approximately 8 inches in internal diameter (ID). The proposed water main will be HDPE material due to the horizontal directional drilling (HDD) installation method. Pipe dimension ratio (DR) was determined by CMA during design. The proposed 8-inch water main was connected to the existing 12-inch watermain on Sample Road.

**Emergency Bypass 48" Forcemain, Fort Lauderdale, FL.** CMA was responsible for the design, permitting, and construction observation of the replacement of the City of Fort Lauderdale's main transmission line going into the wastewater treatment plant. The new line consists of more than 22,000 linear feet of new pipe which will be installed via 12 horizontal directional drills (HDD) that range between 1,700 and 3,000 linear feet each to a depth of up to 70 feet. The new force main is mostly 48" HDPE pipe with some ductile iron pipe sections. The project route includes sensitive ecosystems including the crossing of South Middle River which require Benthic surveys for the subaqueous crossing, dewatering calculations, and permitting for construction within a quarter mile of contaminated areas with high-water table being close to the coastline. Crossing of the intracoastal (US Federal Waters) requires permitting through the US Army Corps of Engineers and the Department of Environmental Protection. There is a total of nine (9) jurisdictional agencies for this project. The project was an emergency project for the City of Fort Lauderdale which was fast tracked to be completed (design, permitting, and construction) in 14 months. The project was a Design-Build project led by Murphy Pipeline Contractors with CMA as the lead Consultant. It was also named the ASCE Florida Section's 2022 Project of the Year in July 2022.

**South River Forcemain Crossing, Fort Lauderdale, FL.** CMA prepared the Design Criteria Package (DCP) for the South Middle River Force Main Crossing for the City of Fort Lauderdale, located along NE 19th Street / NE 21st Street between NE 22nd Avenue and Bayview Drive. The scope of work included preliminary design and permitting of approximately 2,200 LF of 16" HDPE sanitary sewer force main to replace the existing 12" cast iron pipe force main which is currently out of service. This project included approximately 1,410 LF of horizontal directional drill (HDD) of the 16" force main under the Middle River. CMA prepared the DCP and has permitted the HDD with Broward County, SFWMD, U.S. Army Corps of Engineers (ACOE), and FDEP. CMA also provided bidding assistance for this project.



Chen Moore and Associates



## ONIQUE WILLIAMS Superintendent



1/1

### Experience:

Mainline Foreman- August 2017 – January 2020 full time – Miami Ave., Area N, Virginia Key / Fisher Island, Emergency projects: 156th, 163rd, Ft Lauderdale raw water, Ft Lauderdale sewer, 42" valves Ft Lauderdale

2010 – 2017 – Helped start and built DMSI when it first opened it's doors, did odds and ends for multiple mainline / restoration crews as laborer / loader operator. From Sunset Island to Biscayne Point became restoration foreman full time. Once Biscayne Point ended went to Alton Road became mainline / restoration foreman laying 30" RCP drainage, including trench patching, built storm water pump station on 10th street. Started Hollywood Neighborhood water main improvement for 8 / 12" pvc pipe with rear to front service conversions. Ft Lauderdale GTL grit chamber improvements.

### EXPERIENCE

#### MIAMI BEACH 54" DIRECTIONAL DRILL

Onsite 7 days a week, coordinating mud removal from drill rig oversaw drilling pressure relief wells along the route, restored once the drills were completed, oversaw the cleaning of the internal pipe via airlift dredging. Oversaw delivery and fusing of 54" HDPE.

also worked many short spurts on major FDOT crossings first at 72nd street, and then 88th. Without

Onique started working for Ric Man Intl as a laborer on a restoration crew under David Mancini SR, when David Mancini SR left Ric-Man Intl and started DMSI, Onique left with David Sr to help build DMSI to what it is today.

#### MIAMI AVE: 48" PCCP FORCE MAIN 13,100 FT

Onique's official position was Foreman but truly acted as Superintendent. In charge of ordering materials, developing MOT plans, managing ultra-small footprint for large diameter installation through Miami's Midtown and Wynwood Districts. Designing pipe alignment through heavily infested utilities corridor when conflicts arose. Also installed around 2000 feet 12" watermain

#### VIRGINIA KEY / FISHER ISLAND

Onique gained tunnel tie in experience through installing the vertical 48" pipe inside the shafts, to connect from the tunnel to the tie in points with 90 degree bends. While also building the 36" bypass on the last 1,000 ft of large diameter FM feeding directly into Central District Wastewater Treatment Plant.

#### AREA N

Onique gained valuable experience installing a 48" Transmission WM under SFWMD C-2 Canal. This project consisted of extremely hard rock, installation of PCCP watermain 25 feet underwater on an 100-foot wide canal, utilizing 2 large excavators, while also designing the tie in and closing on the existing pipe from another DMSI crew. Onique

## Krishan Kandial, P.E.

### Quality Control



Krishan Kandial has 12 years of experience in water & sewer (distribution, collection, transmission & treatment), paving, grading and drainage project. Mr. Kandial has worked for the Cities of Fort Lauderdale and Coconut Creek for over 6 years. Working for these municipalities he has overseen the design, permitting, and construction of larger projects. He also worked in the private sector designing and managing construction projects. Mr. Kandial has Bachelor's degree in Civil Engineering and is a licensed PE in the State of Florida.

### Highlights

Water, sewer and stormwater experience.

Member of American Society of Civil Engineering

### Licenses:

State of Florida Professional License (PE # 84174)

### Experience

Project Manager - 2021 to Present - David Mancini & Sons, Inc. – up to \$25 million projects

Project Manager -2018 to 2021 – City of Fort Lauderdale - up to \$130 million projects

Engineer I - 2015 to 2018 – City of Coconut Creek – up to \$ 5 million projects

Construction Claims Specialist - 2013 to 2015 – Robert A. Cedeno, PA

Project Engineer – 2010 to 2013 - SRK' Ngeineering Consultant – up to \$27 million projects



### Key Projects

**Edgewood Neighborhood Stormwater Improvements** – \$14.5M (City of Fort Lauderdale, FL). Approximately 5.6 miles of stormwater pipes and structures. Pipe diameter from 15-inch to 66-inch RCP. Restoration of roadways, cleaning of existing structures, relocation of water mains and force mains, sidewalks and landscaping.

**Design-Build Emergency Redundant Sewer Force Main** - \$65.0M (City of Fort Lauderdale, FL) Over 7 miles of 54/48-inch force main that transmitted over 80 MGD of sewer. Project was completed in 18 months from design to substantial completion. Project included 17 horizontal direction drills through various neighborhoods in the City.



**Design-Build Oxygen Generating System for GTL Wastewater Treatment Plant** - \$17.5M (City of Fort Lauderdale, FL). Managed the design-build for a 40-ton VPSA system to generate oxygen for GTL wastewater treatment plant.

**Inflow & Infiltration Program** - \$30.0M (City of Fort Lauderdale, FL). Managed the rehabilitation of 6 neighborhoods sewer basins using trenchless technology (cured in place pipe) to eliminate I&I in the sanitary sewer system.



# Fabio Angarita

## Scheduler / Control Specialist

### Industry Experience:

20 years

### Education:

Bachelor's Degree in Civil Engineering, Bogota Colombia 1999

### Experience:

Project Manager 2013 to Present  
David Mancini & Sons, Inc.

Project Manager 2007 to 2013  
Southeastern Engineering Contractors, Inc.

Project Manager 2006 to 2007  
Development and Communications Group of Florida, Inc.

Project Manager 2004 to 2006  
Petro Hydro Inc.

Co-owner / Project Manager 1999-2002  
GDC Ltda (Colombia)



Fabio Angarita has successfully completed over \$80 million of municipal projects in highly urban environments throughout South Florida including Storm Sewer Projects, Pump Stations, Water Main Projects (open cut and HDD), Force Mains Projects (open cut and HDD), Sub-Aqueous Crossings, Roadway and Neighborhood Improvement Projects.

## EXPERIENCE LAST 10 YEARS

### PARK OF COMMERCE PHASE IB, CITY OF LAKE WORTH BEACH – To be completed by December of 2020

Role: Construction Project Manager: Located in the City of Lake Worth Beach, the project includes about 1600 linear-foot of drainage pipe, about 1200 LF of new Water Main a WM Aerial Crossing over Keller Canal and concrete and new roadway construction along 4<sup>TH</sup> Avenue North from Boutwell Rd to 23<sup>RD</sup> Avenue South and along 7<sup>TH</sup> Avenue North from the West side of LWDD (Keller Canal) to Barnett Dr.

Owner Representative: City of Lake Worth Beach (Julie Parham, P.E. 561-586-1798)

### LAKE OSBORNE ESTATES WATER MAIN IMPROVEMENTS PHASE I, CITY OF LAKE WORTH BEACH – To be completed by October of 2020

Role: Construction Project Manager: Located in the City of Lake Worth Beach, along a residential neighborhood located along Lake Osborne between High Ridge Rd and Lantana Rd, the project includes about 15,000 LF of Water Main, transferring of over 240 Water Services from the back of the properties to the front and all the restoration associated.

Owner Representative: City of Lake Worth Beach (Giles Rhodes, P.E. 561-586-1640)

## REGIONAL MASTER METER – BROWARD COUNTY – Completed November 2020

Role: Construction Project Manager: Located in the City of Tamarac along Southgate Blvd and 66<sup>TH</sup> Avenue, the project included the installation of two (2) 30" Linestops, the installation of one (1) 30" plug valve, six (6) 24" Valves, the installation of a meter vault with a 24" Magnetic Meter, Electrical Work, Telemetry System for remote monitoring and the restoration associated.

Owner Representative: Broward County (Merle Medina 954-831-0791)

## Cruise Terminal B and C conversion to C Waterside Improvements, Port of Miami 2019

Role: Construction Project Manager: Located at the Waterside of the Port of Miami Cruise Terminal B and C, the project included the installation of a new 12" Water Main, the construction of the reinforced concrete runways for the Pedestrian Boarding Bridges, the installation of new mooring bollards, the installation of over one hundred (100) auger cast piles, the reconstruction of three (3) metal stairs and the installation of two (2) deep wells with the corresponding control structures.

Owner Representative: Miami Dade County Port of Miami (Jorge Perez 305-960-5427)

## Port of Miami 42" Water Main, 10" Force Main and Pump Station 9141 – Miami Dade Water and Sewer 2019

Role: Construction Project Manager: Located between Downtown Miami and the New Port of Miami Terminal A, the project included the following improvements:

- Water Main Improvements: Installation of about 10,000 linear-foot of 42" Ductile Iron Pipe Water Main, about 3000 linear-foot of (8" to 30") Ductile Iron Pipe Water Main, about 4000 LF of 30" HDD Water Main under the Intercoastal Water Way, and the installation, setup and calibration of the Venturi Meter System with Telemetry for Remote Operation and the restoration associated.
- Force Main Improvements: Installation of about 5000 linear-foot of 10" Force Main from Biscayne Blvd to the Port of Miami Pump Station # 9141, the installation of 4000 linear-foot 12" HDD under Intercoastal Water Way and the restoration associated.
- Construction of the Pump Station # 9141: Installation of New Sanitary Sewer Pump Station 9141 with two (2) submersible 30 HP pumps, Telemetry System for Remote Control and monitoring, 80 kW Emergency Generator with ATS, new Magnetic Meter and demolition of old Pump Station.

Achieved the approval from the stakeholders of two (2) Value Engineer initiatives which generated \$530,000 in savings to share between contractor and owner, one of them consisting in the substitution of the proposed microtunnel and jack and bore under FEC by an open cut performed in record time (40 continuous hours) which avoided months of traffic disruption in the main intersection of Port Blvd and Caribbean Way. The second Value Engineer initiative involved a pipe realignment which provided savings in restoration, pipe footage, pipe fittings and major disruptions to cargo operations.

Owner Representative: Miami-Dade Water and Sewer Department (Gary Clarke 305-205-6980)

## DESIGN AND BUILD OF 24" HDD FORCE MAIN AND 24" HDD WATER MAIN UNDER BISCAYNE CANAL, CITY OF NORTH MIAMI 2016

Role: Design and Build Project Manager: Located in Northeast Miami-Dade County at NE 131st Street and Memorial Highway. This project included the design, permitting and construction of two (2) parallel 24" directional drills for Water Main and Force Main under Biscayne Canal and 131<sup>st</sup> Street from NE 2<sup>ND</sup> Avenue to Memorial Highway and the corresponding tie-in connections to existing pipes.

Owner Representative: City of North Miami - (Hazan Rizvi, P.E. 305-895-9878)



## RICHARD MANCINI

Health & Safety



1/1

### Industry Experience: 9 yrs

Richard Mancini, Superintendent for David Mancini and Sons, Inc. has always been fascinated with the underground industry since a young age. When he was young, he would spend his days after school playing and pretend driving all the equipment in our storage yard, and starting around 10 years old, David SR, would bring him to jobsites on the weekend to learn how to run equipment. At 15 years old, he got his first summertime job cleaning the shop and doing light mechanic work. Fast forward to present day, Richie is fully immersed in the day to day business of running large diameter pipeline projects for just shy of 4 years.

## EXPERIENCE

### AREA N

48" Transmission WM, 15,000' – Oversee open cut installation, subaqueous crossing (100' wide canal, 25' underwater); crossing FDOT roadways SR-986 + SR-94, which SR-94 included a 1200' run. Developed MOT Plans, Coordinated with Stakeholders in the neighborhood, kept up to 4 crews busy daily, Designed alternate routes when conflicts emerged.

Aug. 2018 – Nov. 2019

### INDIAN CREEK

72" Storm Drainage 1,500' in Miami beach- included overseeing day to day operations, managing three to five in house DMSI Crews, while overseeing multiple subcontractors. Delivering fast tracked completion dates, installation of 72" drainage, a large pump station consisting of 5+ 100,000 lb structures, smaller diameter drainage structures and piping. Rebuilding a new roadway at a higher elevation.

2016 – Aug. 2018

### OTHER EXPERIENCES INCLUDES:

Foreman over seeing 8/12 inch water main installation with rear to front service conversions in Hollywood, FL. Pipe Cleaning supervisor for Airlift Dredging of the 54" HDPE Directional Drill. Spent multiple years as a laborer and operator, running all different types of equipment.





**David Castro, P.E.**  
**Trenchless Engineer**

**Hire Date:** 09/15/2017  
**Years with other firms:** 3

#### **Education**

Bachelor of Science, Civil Engineering, University of Puerto Rico, 2014  
Master of Engineering, Civil Engineering, University of Florida, 2023

#### **Registration**

Professional Engineer, Puerto Rico, 27186, 2017  
Engineer In Training, Florida, 1100021596  
Professional Engineer, Florida, 85558, 2018

#### **Professional Affiliations**

American Society of Civil Engineers

#### **Certifications**

HDD Academy – Arizona State University

Mr. Castro is a Senior Engineer for CMA's engineering team and has extensive project experience with the design and permitting of drainage and sanitary sewer improvements along with the associated construction oversight. In addition, he conducted several studies that included directional engineering analysis for trenchless pipeline installations, river analysis, storm sewer design, flood analysis, erosion control, hydrologic and hydraulic studies, and irrigation studies. Mr. Castro expertise in HDD includes several drills under the ICW, railroads and roadways, and include HDPE and steel pipe.

#### **Project Experience**

**Emergency Bypass 48-inch Forcemain, Fort Lauderdale, FL.** CMA was responsible for the design, permitting, and construction observation of the City's main transmission line going into the wastewater treatment plant. The new 48-inch line consists of more than 22,000 linear feet of new pipe which will be installed via 11 horizontal directional drills (HDD) that range between 1,200 and 3,400 linear feet each to a depth of up to 60 feet. The new force main is mostly 48" HDPE pipe with some ductile iron pipe sections. The project crossed County and FDOT roadways, busy intersections and the intracoastal waterway which required US Army Corps of Engineers and the Department of Environmental Protection permitting. The project was fast-tracked and it took 18 months to complete from initial NTP to design, permitting and construction.

**30-inch Forcemain Rehabilitation, HDD & Swageline (1-4), Fort Lauderdale, FL.** CMA was responsible for the design, permitting, and construction administration services for the construction and rehabilitation of one of the main sewage transmission lines for Fort Lauderdale. This fast-tracked project was divided into four (4) phases and included nearly 22,000 linear feet of new pipe through a combination of swagelining, horizontal directional drilling, and traditional open cut installation. The project was constructed near downtown Fort Lauderdale and included a subaqueous crossing under the Tarpon River. The project was fast-tracked and it took 9 months to complete from initial NTP to design, permitting and construction.

**Pump Station B-4 Redundant 28-inch Forcemain, Fort Lauderdale, FL.** CMA was responsible for the design, permitting, and construction management services for new forcemain on Bayview Drive from pump station B-4 to the intersection with NE 21st Street. The project entailed approximately 5,100 linear feet of new 28-inch HDPE forcemain and connection to two City pump stations (B-4 and B-5) and to a 24-inch stub out at the north end of the project. The project was fast-tracked and it included three horizontal directional drills with approximately 70% of the project installed trenchless. The design, permitting, construction management services, testing, certification and startup was completed in 8 months.

**Bayshore Drive 20-inch FM Replacement, Fort Lauderdale, FL.** CMA prepared a Design Criteria Package (DCP) and provided Construction Engineering Inspections (CEI) services for the City of Fort Lauderdale for the replacement and upsizing of an existing sanitary sewer forcemain on Bayshore Drive. The scope of work included preliminary design and permitting of approximately 3,450 LF of 20" HDPE sanitary sewer force main to replace the existing 16" cast iron pipe force main. The project included a total of four (4) horizontal directional drills (HDD) including one under the intracoastal waterway (reverse compound curve). As part of the project CMA performed HDD calculations for pull loads and inadvertent returns.



Chen Moore and Associates

CMA prepared the DCP and obtain permits for the installation with SFWMD, U.S. Army Corps of Engineers (ACOE), and FDEP. CMA performed Benthic Surveys for determination of seagrasses and obtained a utility easement with ACOE and FDEP for subaqueous crossings on the intracoastal waterway. The DCP package included pipe routing, determination of drill locations, HDD calculations, 30 percent level plans, technical specifications, CEI services during the Design-Build phase, including design review, full time field representation, and project closeout services.

**South Bermuda Parkway 24-inch Reuse WM.** CMA is providing professional services for the design, permitting and construction of this project which includes approximately 40,000 LF of 24-inch and 3,000 LF of 12-inch reuse water transmission mains to interconnect the South Bermuda and Parkway Water Reclamation. The project is approximately 90% trenchless technologies with the majority of the pipe to be installed via Horizontal Directional Drilling (HDD) due to the amount of land features and crossings. Mr. Castro was involved in the route analysis and BODR that outlines the potential routes, and constructability of the project. The recommended pipe route included railroad crossings, canal crossings, County and State roads and crossings under Florida's Turnpike. The second phase is currently underway and encompasses the design and construction of the preferred option identified under the routing analysis phase. CMA is providing geotechnical, design, permitting, and construction services.

**24-Forcemain Lift Station #11, Wilton Manors, FL.** Mr. Castro is the EOR and Project Manager for the design, permitting and CEI services for this 4,100 linear feet 24-inch forcemain for the City of Wilton Manors. The forcemain is routed through busy residential streets and business areas in Wilton Manors and it requires the crossing of a river. One of the crossings requires the design of a complex horizontal directional drill (HDD) compound curve that is limited by the available space between the bridge piles and the existing right-of-way. The project is approximately 90% trenchless with most of it installed via HDD utilizing. A total of three drills (reverse curves) were planned to accommodate the right-of-way geometry.

**South River Forcemain Crossing, Fort Lauderdale, FL.** CMA prepared the Design Criteria Package (DCP) for the South Middle River Force Main Crossing for the City of Fort Lauderdale, located along NE 19th Street / NE 21st Street between NE 22nd Avenue and Bayview Drive. The scope of work included preliminary design and permitting of approximately 2,200 LF of 16" HDPE sanitary sewer force main to replace the existing 12" cast iron pipe force main which is currently out of service. This project included approximately 1,410 LF of horizontal directional drill (HDD) of the 16" force main under the Middle River. CMA prepared the DCP and has permitted the HDD with Broward County, SFWMD, U.S. Army Corps of Engineers (ACOE), and FDEP. CMA also provided bidding assistance for this project



Chen Moore and Associates



## 4. Project Manger's Experience



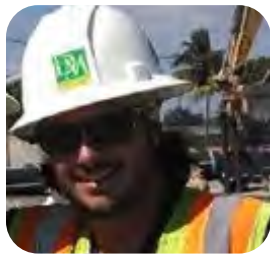
RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 49 of 149 313 of 413



## 4. PROJECT MANAGER'S EXPERIENCE



**David Mancini, Jr.**  
**DMSI**  
**Project Manager**

Mr. Mancini, Jr. has over 15 years of construction experience in South Florida. As a field laborer, David began his career in construction at only 15 years old, working on various construction projects for City Municipalities. As a Construction Manager of David Mancini and Sons, Inc., David administers all construction operations, residential public relations, and coordination regarding the construction projects. His specialization and experience is in neighborhood improvement projects, water main replacements, private property experience is in neighborhood improvement projects, water main replacements, private property. His management practice consists of a “first person on site and last person to leave” attitude. David’s main priority in administering construction operations is limiting at all cost the impact construction operations may impose on the residents.

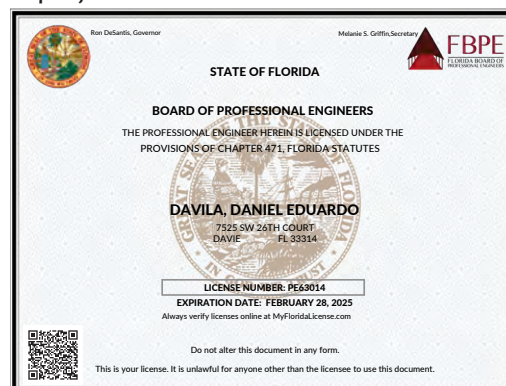
Mr. Mancini, Jr. has served 12 years with DMSI. Please refer to Mr. Mancini, Jr.’s resume at the end of section 3 “Qualifications of the Team” for related work experience and detailed qualification information. In addition, Mr. Mancini Jr. is committed for the duration of the project.



**Daniel Davila, P.E.**  
**CMA**  
**Design Manager**

Mr. Davila serves as Director of Water and Sewer for CMA’s engineering team and over 23 years of civil engineering experience. Daniel has extensive experience designing a variety of water and wastewater facilities, utilities master planning, construction management, rate/financial studies, and has worked on thousands of linear feet of water and sewer utility infrastructure renewal/replacement projects. He has been the contract manager for small projects as well as large complex projects managing millions of dollars in design fees and several subconsultants. He has served as project manager, Engineer of Record or Senior Engineer for more than 40 horizontal direction drill projects, including thousands of linear feet of watermain and forcemain projects that range from 6” in diameter up to 54” transmission lines, as well as for the design of several intracoastal crossings that range from 14” to 48” in diameter. Mr. Davila is an expert on Trenchless technologies having worked on dozens of Horizontal Directional Drilling (HDD), pipe bursting and HDPE compression-fit lining projects in Florida, Central America and the Caribbean. He is responsible for the implementation of the internal quality assurance process including the review of all documentations to ensure quality control has been completed at each phase of the design process.

Mr. Davila has served 11 years with CMA. Please refer to Mr. Davila’s resume at the end of section 3 “Qualifications of the Team” for related work experience and detailed qualification information. In addition, Mr. Davila is committed for the duration of the project.



## A. Example Projects - David Mancini and Sons & Chen Moore and Associates

### PUMPSTATION B-4 REDUNDANT FORCE MAIN



#### CLIENT

City of Fort Lauderdale

#### KEY PERSONNEL

Daniel Davila, P.E.

David Castro, P.E.

Vincent Logcino

Manuel Caamano

David Mancini Jr.

Fabio Angarita

#### PROJECT START AND END DATE

June 2021 - January 2022

#### DESIGN COST, CONSTRUCTION COST

Design: \$205,000 - Construction: \$1,440,000

#### REFERENCE CONTACT INFORMATION

Scott Teschky

Phone: 954-995-5552

Email: steschky@fortlauderdale.gov

#### SCOPE OF WORK

CMA was the lead engineer and DMSI was the lead contractor for the Design/Build of the Pump Station b-4 Redundant Forcemain for the City of Fort Lauderdale. The forcemain was an important part of the City's back bone sewer system that carries water to the wastewater treatment facility. The project entails the design, permitting and CEI of approximately 5,400 linear feet of 30-inch HDPE forcemain. The project was fast-tracked and it entailed three horizontal directional drills with 70% of the project to be trenchless.



Project Manager's Experience



## A. Example Projects - David Mancini and Sons

# WATER MAIN AND FORCE MAIN INTRACOASTAL WATERWAY CROSSINGS AT LAS OLAS BLVD



### CLIENT

City of Fort Lauderdale

### KEY PERSONNEL

Daniel Lizarazo, City of FLL Project Manager  
David Mancini Jr.

### PROJECT START AND END DATE

2016 - 2017

### CONSTRUCTION COST

Construction: \$3,038,406

### REFERENCE CONTACT INFORMATION

Daniel Lizarazo  
Phone: 954-828-6982  
Email: [DLizarazo@fortlauderdale.gov](mailto:DLizarazo@fortlauderdale.gov)



### SCOPE OF WORK

This project consists of (1) 20 inch nominal diameter water main utilizing HDPE installation via horizontal directional drilling in the crossing of the Intracoastal Waterway. (1) 16-inch nominal diameter force main HDPE installation via horizontal directional drilling in the crossing of the ICW. Along with cut and capping of the existing 16-inch water main on the north side of Las Olas Blvd. Bridge at both sides of the ICW and connecting all proposed piping to the existing piping on-shore utilizing 16-inch PVC pressure pipe meeting AWWA C905 standard.

This project was the City's first Design Build. Delivered on time and under budget; Including strict FIND deadlines and acceleration required for City's cherished annual Boat Show.

Project Manager's Experience





# WATER MAIN INSTALLATION PROJECT WEST 63RD STREET (SR 907)



## CLIENT

City of Miami Beach

## KEY PERSONNEL

David Mancini Sr.

## PROJECT START AND END DATE

2016 - 2017

## CONSTRUCTION COST

Construction: \$1,661,179.52

## REFERENCE CONTACT INFORMATION

Bruce Mowry,

Phone: 305-205-6980

Email: bmowry@att.net



## SCOPE OF WORK

This project consists of a Water Main Replacement along the city's major causeway of 63rd Street between La Gorce Dr. and Indian Creek Dr. The installation of approximately 1,100 LF of 20-inch water main pipe of horizontal directional drilling, 210 LF of 12 inch, 280 LF of 8-inch , 200 LF of 6-inch of ductile iron pipe and fittings, relocation and replacement of one fire hydrant, traffic control and all ancillary and miscellaneous work as per plan and specifications.

Project Manager's Experience



# RICKENBACKER CAUSEWAY 20" WATER MAIN VIA HDD, MIAMI-DADE COUNTY FOR MDWASD



## CLIENT

MDWASD and Kiewit Infrastructure South Co.

## KEY PERSONNEL

David Mancini Sr.

## DATE OF PROJECT COMPLETION

March 2014

## REFERENCE CONTACT INFORMATION

Frank Di Cilio, Kiewit Infrastructure South Co.

Phone: 813-241-7370

Email: Frank. Digilio@kiewit.com

## SCOPE OF WORK

Project entailed the installation of approximate 4,000 LF of 20" Water Main (HDPE) along the South side of the Old Rickenbacker Bridge via Horizontal Directional Drill (HDD) for Miami-Dade Water and Sewer Dept. Scope of Services Provided: Design of the HDD was provided and all construction services related to furnishing and installing all pipe and fittings, fusing and testing the HDPE, installation via HDD, and all connections. The removal of the existing 12" water main pipe from under the old bridge was also performed.

Project Manager's Experience



# RIO VISTA EMERGENCY 54" FORCE MAIN REPLACEMENT DESIGN BUILD



## CLIENT

City of Fort Lauderdale

## KEY PERSONNEL

David Mancini Sr.

Richard Mancini

## DATE OF PROJECT COMPLETION

2019

## REFERENCE CONTACT INFORMATION

Scott Teschy

Phone: 954-995-5552

Email: STeschy@fortlauderdale.gov



## SCOPE OF WORK

The methods of installation open cut along SE 9th Ave and SE 12 ST and directional drilling for the Tarpon River crossing. The final alignments and lengths determined by existing site conditions was, were. The Record Drawings of a Fixed Bridge were unavailable with unknown Pile Depths. Our Design Build team was successful in delivering this emergency HDD with compound turns to circumvent the bridge piles and kept the 54-inch hdpe within the 8' right of way, just outside the bridge piles. Such included an "Intersect HDD Technique" where two different pilots were utilized and intersected in the middle of the bore-path. Such ensured a successful installation. Project was emergency procured, permitted, designed, installed, and PLACED IN SERVICE successfully, ahead of it's already aggressive schedule.

Project Manager's Experience





# PORTMIAMI - 42" WATER MAIN - 30" HDD - 12" HDD



## CLIENT

Miami-Dade County WASD

## KEY PERSONNEL

Fabio Angarita

## PROJECT START AND END DATE

2018 - 2019

## CONSTRUCTION COST

Construction: \$80,884,160.89

## REFERENCE CONTACT INFORMATION

Gary Clarke

Phone: 305-205-6980

Email: Gary.Clarke@miamidade.gov



## SCOPE OF WORK

The project consists of furnishing and installing approximately 9,740 LF of 42-inch DIP and fittings; 42-inch mechanical joint resilient seated wedge gate valve; Venturi meter, including valve and fittings, manhole frame and cover, valve box quick disconnect and concrete support slab; making an inline connection to a proposed 36-inch water main at Biscayne Boulevard; approximately 260 LF of micro tunneling under existing FEC railroad right-of-way, with steel casing, drill shafts, and proposed area of construction; approximately 4,000 LF of twin 30-inch HDPE Water Main & 4,000 LF of twin 12-inch HDPE Force Main horizontal directional drilling subaqueous channel crossing along Biscayne Bay from Bayside to Port of Miami.

Project was delivered on-time ahead of the Massive Crews ships arriving to PortMiami for the first time.

Project Manager's Experience



# 54" HDPE FORCE MAIN ALONG EUCLID AVENUE



## CLIENT

City of Miami Beach

## KEY PERSONNEL

David Mancini Sr.  
David Mancini, Jr.  
Fabio Angarita

## PROJECT START AND END DATE

2015 - 2018

## CONSTRUCTION COST

Construction: \$17,822,731

## REFERENCE CONTACT INFORMATION

Bruce Mowry,  
Phone: 305-205-6980  
Email: bmowry@att.net



## SCOPE OF WORK

This Design-Build consisted of the installation of a 54" PCCP FM for the City of Miami Beach serves as the marquee project in our roster exhibiting our Team's commitment to ensure that all our clients concerns are met. A proposed 54" redundant force main was implemented along Euclid Avenue in the City of Miami Beach.

The force main (FM) was a crucial component of the City of Miami Beach to improve the quality of service in this touristic area. Phase I installed a 54" HDPE force main along Euclid Avenue from 11th Street to Washington Avenue and along Washington Avenue from Euclid Avenue to Commerce Court. The scope of services for this section of the project included the design and construction of around 4,450 LF of 54" HDPE force main installed by Horizontal Directional Drilling (HDD). A connection to Pump Station #31 was included in this phase. The project required constant communication with the city, as the team worked around the clock to deliver the project within the tight schedule. The project's expedited design schedule was met, with no major setbacks.

Project Manager's Experience



# HDD OF 24" HDPE FORCE MAIN AND 24" WATER MAIN AT BISCAYNE CANAL, NORTH MIAMI



## CLIENT

City of North Miami

## KEY PERSONNEL

David Mancini Sr.

## PROJECT START AND END DATE

2016 - 2017

## CONSTRUCTION COST

Construction: \$604,241.66

## REFERENCE CONTACT INFORMATION

Chucks Okereke,

Phone: 305-893-6511 ext. 15002

Email: cokereke@northmiamifl.gov



## SCOPE OF WORK

The scope of services for this project included the design and construction of 900 LF of 24-in FM and 24-in WM installed by HDD. The existing water and sewer mains that cross the Biscayne Canal were attached to an existing pedestrian bridge. These lines were in conflict with a proposed storm-sewer pump station that will be built in the northeast corner of the intersection of NE 131st ST and Griffin Blvd. therefore, these two lines will be replaced. The project included the installation of 450 LF of 24-in FM installed by HDD under the Biscayne Canal from Griffin Blvd to NE 2nd Ave. The new 24-in FM will be interconnected to the existing force mains on both sides of the canal. The project also encompasses 450 LF of 24- in WM installed also by HDD, which also crosses the Biscayne Canal. The proposed WM has been permitted by FDEP an includes isolation valves, leak testing assemblies and interconnections to the existing water mains.



Project Manager's Experience





# BEAR CUT & WEST BRIDGE MACARTHUR CAUSEWAY, MIAMI DADE PUBLIC WORKS & WASTE MANAGEMENT DEPARTMENT



## CLIENT

Miami Dade Public Works & Waste Management Department

## KEY PERSONNEL

David Mancini Sr  
Nelson Liberti

## PROJECT START AND END DATE

2013 - 2014

## CONSTRUCTION COST

Construction: \$1,860,000

## REFERENCE CONTACT INFORMATION

Frank Di Cilio, Kiewit Infrastructure South Co.  
Phone: 813-241-7370  
Email: Frank. Digilio@kiewit.com

## SCOPE OF WORK

The Bear Cut underground utility construction project consisted of two directional drills. One was the installation of approximately 1,400 linear feet of 20" Water main across West Bride via Horizontal Directional Drilling. The second HDD was 3,000 linear feet of 20" Water main across Bear Cut Bridge on the Rickenbacker Causeway in Key Biscayne, FL. DMSI pipe tapped into the existing allowing for this relocation of the bridge superstructures to be reconstructed. The proposed water main was fully constructed prior to decommissioning the existing system. Extensive public outreach was performed in order to maintain all operations.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #19-0539  
Exhibit 2 Exhibit 2  
Page 59 of 149 Page 323 of 413

# CITY OF MIAMI TIDAL VALVES INSTALLATION AND BRICKELL DRAINAGE ISSUES



## CLIENT

City of Miami

## KEY PERSONNEL

David Mancini Sr.

Ryan Kaltz

## DATE OF PROJECT COMPLETION

JULY 2020

## REFERENCE CONTACT INFORMATION

Keith Nguyen

Phone: 305-619-2368

Email: KeithNg@miamigov.com

## SCOPE OF WORK

1. Installation of more than 65 backflow tidal valves from (Wapro) on the outfall pipe inside the closest structure to the Biscayne Bay, Miami River and City of Miami Canals. Different locations throughout the entire City of Miami
2. Valve Sizes all the way from 8" to 54"
3. Removal and Replacement of structure top slabs to facilitate the installation of valves larger than 20"
3. CCTV of Existing System
4. Plug Outfalls and bypass to clean existing Drainage Pipes
5. Assist the City of Miami in assessing what caused the flooding in a particular area and design a permanent solution to prevent flooding during King Tide and Rain Season
6. One of the Area was Brickell Ave between 8th St and 15th St and Brickell Dr between 8th St and 15th St



Project Manager's Experience



## A. Example Projects - Chen Moore and Associates

### BROWARD COUNTY UAZ 110/111 & 113 WATER SEWER IMPROVEMENTS 110/111



#### CLIENT

Broward County

#### KEY PERSONNEL

Daniel Davila, P.E.

Vincent Logcigno, P.E.

Manuel Caamano

#### PROJECT START AND END DATE

2016 - On-going

#### DESIGN / CONSTRUCTION COST

Design: \$4,831,452 Construction: \$11,171,569

#### REFERENCE CONTACT INFORMATION

Broward County Water and Wastewater Services

Michael Hagerty

Phone: 954-831-0901

Email: mhagerty@broward.org



#### SCOPE OF WORK

Broward County UAZ Water Sewer Improvements 110/111, Lauderdale Lakes, FL. The UAZ 110/111 project include the improvements to the existing water distribution and sanitary sewer system within the City of Lauderdale Lakes and the City of Oakland Park, along with restoration of surface areas disturbed for the construction of the improvements. The project had a combined total area of 479 acres and included the installation of 57,400 linear feet of gravity sewer, 4,400 linear feet of forcemain, and 72,100 linear feet of watermain. The total project included 133,900 linear feet of pipe. Pipe installation took place along local city roads, as well as County and FDOT jurisdiction roadways including West Oakland Park Boulevard and US-441. The water main consists of asbestos cement, cast iron, ductile iron, galvanized steel, and polyvinyl chloride pipe ranging from 2" - 24" in diameter size. The sanitary sewer consists of vitrified clay, fold and form liner, cured in place liner, and ductile iron pipe ranging from 8" - 18" in diameter size. The force main consists of asbestos cement, cured in place liner, ductile iron, and polyvinyl chloride pipe of 12" in diameter size. The restoration of roadways, sidewalks, driveways, and landscape areas will need to be performed as needed for water and sanitary sewer improvement construction. The project is currently under construction and CMA is performing construction administration services.



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #25-0539

Exhibit 2 Exhibit 2

Page 61 of 149 Page 325 of 413



# BROWARD COUNTY UAZ 110/111 & 113 WATER SEWER IMPROVEMENTS 113A



## CLIENT

Broward County

## KEY PERSONNEL

Daniel Davila, P.E.

Vincent Loggigno, P.E.

Manuel Caamano

## PROJECT START AND END DATE

2016 - On-going

## DESIGN / CONSTRUCTION COST

Design: \$3,155,461 Construction: \$12,998,918

## REFERENCE CONTACT INFORMATION

Broward County Water and Wastewater Services

Michael Hagerty

Phone: 954-831-0901

Email: mhagerty@broward.org



## SCOPE OF WORK

Broward County UAZ Water Sewer Improvements 113A, Lauderdale Lakes, FL. The UAZ 113A project include the improvements to the existing water distribution and sanitary sewer system within the City of Lauderdale Lakes, along with restoration of surface areas disturbed for the construction of the improvements. The project had a total area of 207 acres and included the installation of 22,000 linear feet of gravity sewer, 5,800 linear feet of forcemain, and 29,800 linear feet of watermain. The total project included 57,600 linear feet of pipe. Pipe installation took place along local city roads, as well as County and FDOT jurisdiction roadways including West Oakland Park Boulevard and US-441. The water main consists of asbestos cement, cast iron, ductile iron, galvanized steel, and polyvinyl chloride pipe ranging from 2" - 18" in diameter size. The sanitary sewer consists of vitrified clay, fold and form liner, cured in place liner, and ductile iron pipe ranging from 8" - 12" in diameter size. The force main consists of asbestos cement, cured in place liner, ductile iron, and polyvinyl chloride pipe ranging from 6" - 16" diameter size. County lift station 50N was rehabilitated as part of this project. The restoration of roadways, sidewalks, driveways, and landscape areas will need to be performed as needed for water and sanitary sewer improvement construction. The project is currently under construction and CMA is performing construction administration services.

Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #23-0539

Exhibit 2 Exhibit 2

Page 62 of 149 326 of 413

# BROWARD COUNTY UAZ 110/111 & 113 WATER SEWER IMPROVEMENTS 113B



## CLIENT

Broward County

## KEY PERSONNEL

Daniel Davila, P.E.

Vincent Logcigno, P.E.

Manuel Caamano

## PROJECT START AND END DATE

2016 - On-going

## DESIGN / CONSTRUCTION COST

Design: \$4,472,565 Construction: \$29,137,738

## REFERENCE CONTACT INFORMATION

Broward County Water and Wastewater Services

Michael Hagerty

Phone: 954-831-0901

Email: mhagerty@broward.org



## SCOPE OF WORK

Broward County UAZ Water Sewer Improvements 113B, Lauderdale Lakes, FL. The UAZ 113B project included the improvements to the existing water distribution and sanitary sewer system within the City of Lauderdale Lakes, along with restoration of surface areas disturbed for the construction of the improvements. The project had a total area of 350 acres and included the installation of 42,700 linear feet of gravity sewer, 1,500 linear feet of forcemain, and 66,200 linear feet of watermain. The total project included 110,400 linear feet of pipe. Pipe installation took place along local city roads, as well as County and FDOT jurisdiction roadways including NW 31st Avenue, West Oakland Park Boulevard, and US-441. The water main consists of asbestos cement, cast iron, ductile iron, galvanized steel, and polyvinyl chloride pipe ranging from 2" - 24" in diameter size. The sanitary sewer consists of vitrified clay, fold and form liner, cured in place liner, and ductile iron pipe ranging from 8" - 18" in diameter size. The force main consists of asbestos cement, cured in place liner, ductile iron, and polyvinyl chloride pipe ranging from 6" - 8" in diameter size. County lift station 50M1 was rehabilitated as part of this project. The restoration of roadways, sidewalks, driveways, and landscape areas will need to be performed as needed for water and sanitary sewer improvement construction. CMA performed CEI services during construction and the project is currently in the close-out phase.

Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #24-0539

Exhibit 2 Exhibit 2

Page 63 of 149 327 of 413



# CENTRAL BAYSHORE SOUTH RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS



## CLIENT

City of Miami Beach (Ric-Man International was the Contractor, and our direct client for this project)

## PROJECT START AND END DATE

2016 - 2018

## DESIGN / CONSTRUCTION COST

Design: \$1,150,280 Construction: \$16,600,000

## REFERENCE CONTACT INFORMATION

Ric-Man International

Rene Castillo, Sr.

Phone: 954-426-1042

Email: rcastillo@ric-man.us



## SCOPE OF WORK

The Central Bayshore South Right-of-Way Infrastructure Improvement Program is an approximately \$18M Design-Build Project located in Miami Beach, Florida. The project limits stretch from Dade Boulevard north to West 34 Street and from Meridian Avenue east to the Indian Creek waterway.

The project included the reconstruction and elevation of roadways within the project area, driveway and swale harmonization, a new stormwater collection, conveyance, treatment, and pump station system, new transmission and distribution watermain, a new multi-use bike/pedestrian path, improved street lighting, improved roadway signage and pavement markings, and appropriate landscape mitigation. In total, the project proposed approximately 10,000 linear feet of water main ranging from 6" to 16" and approximately 13,600 LF of new roadway. The proposed stormwater system serving approximately 82 acres included gravity lines throughout the neighborhood ranging from 18" to 72", a vortex water quality treatment unit, one new pump station to be manifolded with two existing pump station, a 42" stormwater force main, an energy dissipater box, and a new outfall at the Indian Creek waterway. The system is equipped with backflow prevention devices in anticipation of sea level rise. As directed by the City, the water main portion of the project was the only portion constructed.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #25-0539  
Exhibit 2 Exhibit 2

Page 64 of 149 Page 328 of 413



# MDWASD - AREA S-4 WASTEWATER SYSTEM AND POTABLE WATER SYSTEM IMPROVEMENT



## CLIENT

Miami Dade Water and Sewer Department (MDWASD)

## PROJECT START AND END DATE

2019 - On-going

## DESIGN / CONSTRUCTION COST

Design: \$379,148

## REFERENCE CONTACT INFORMATION

MDWASD

David Marquez

Phone: 786-552-8826

Email: David.Marquez@miamidade.gov

## SCOPE OF WORK

CMA is providing professional civil engineering services, including the design, permitting, bid support and construction administration support services of a new gravity sewer and potable water system in the unincorporated neighborhood of Brownsville in Miami-Dade County, FL. The project, will include 8", 10" and 12" gravity sewer main with 6" laterals and 3,300 linear feet of 12" potable water distribution system, complete with appropriate fire hydrants and water service meters for customers. This project will interface with several adjacent projects for interconnectivity of both the gravity sewer and potable water systems and will include at least two directional drill installations underneath and existing CSX railroad.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #25-0539  
Exhibit 2 Exhibit 2

Page 65 of 149 Page 329 of 413

# NE 35TH AVENUE WATER MAIN REPLACEMENT



## CLIENT

City of North Miami Beach

## KEY PERSONNEL

Manuel Caamano

## PROJECT START AND END DATE

2020 - On-going

## DESIGN / CONSTRUCTION COST

Design: \$202,610

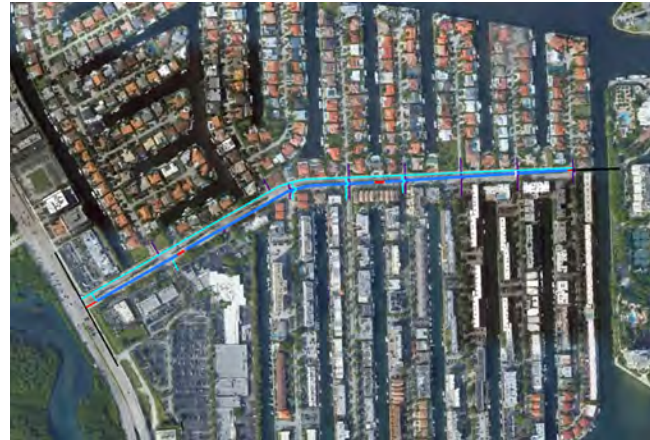
## REFERENCE CONTACT INFORMATION

City of North Miami Beach

Maceo Lewis

Phone: 305-354-4431

Email: LewisM@bv.com



## SCOPE OF WORK

CMA provided design and permitting for the civil engineering improvements for NE 35th Avenue for the City of North Miami Beach. The design included divided lanes, drainage improvements, new sidewalks/ADA accessibility, signage and striping. CMA also designed and permitted the replacement of two existing watermains. The new watermains include the Horizontal Directional Drilling in a highly dense residential area with only one access to the Island. The new transmission line is a 20" HDPE watermain designed to be installed via HDD in three segments for a total of 3,400 linear feet of pipe up to 30 feet deep with compound curves.

The project also included the replacement of 3,400 feet of 12" ACP with new HDPE pipe via pipe bursting. CMA's scope of services also included coordinating a topographic survey, geotechnical exploration, traffic analysis, site reconnaissance, utility coordination, construction documents, permitting, bidding assistance and limited construction administration support services.



CONCEPT & PROPOSED IMPROVEMENTS  
JUNE 28, 2018

NE 35TH AVE ROADWAY ENHANCEMENTS



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #25-0539

Exhibit 2 Exhibit 2

Page 66 of 149 Page 330 of 413



# CITY CENTER RIGHT-OF-WAY AND UTILITY IMPROVEMENT PROJECT



## CLIENT

City of Miami Beach

## PROJECT START AND END DATE

2004 - 2012

## DESIGN / CONSTRUCTION COST

Design: \$3,611,340 Construction: \$21,200,000

## REFERENCE CONTACT INFORMATION

City of Miami Beach

Maria Hernandez

Phone: 305-673-7071

Email: mariahernandez@miamibeachfl.gov

## SCOPE OF WORK

CMA was the prime consultant and was responsible for providing surveying, planning, geotechnical investigation, design, permitting, preparation of construction documents, bid and award and construction engineering and inspection (CEI) services for infrastructure improvements within the public right-of-way (ROW) areas of the City Center neighborhood of Miami Beach. The project encompasses approximately 24,000 LF of ROW infrastructure improvements including: 8,700 LF of 8-inch and 9,800 LF of 20-inch water main replacements; sewer improvements, stormwater drainage improvements; paving & grading; roadway/traffic improvements (streets, sidewalks, curb and gutter, drainage, traffic control devices including striping, signing and channelization); streetscaping and landscaping enhancements; decorative, landscape and roadway lighting improvements; and roadway reconstruction. Additionally, due to existing listed contaminated sites within the proximity of the ROW improvements, environmental coordination, including site analysis and consideration of the radius of influence, was necessary for coordinating dewatering operations. Due to the existing mixed residential and commercial environment of this neighborhood, special design efforts were made to incorporate walkable community elements including meeting all ADA requirements, providing street furniture, providing bicycle paths, upgrading sidewalks, incorporating specialty treatments at crosswalks, landscaping improvements with specialized tree wells to provide a walkable surface and bulb outs to increase pedestrian friendliness and safety. This project also required extensive coordination with the public, adjacent CRAs, historic districts and various regulatory agencies.

As part of the proposed stormwater and drainage services, extensive analysis was conducted utilizing ICPR Modeling and GIS to meet or exceed required stormwater Level of Services standards. ICPR Modeling was utilized for the design and permitting of 14 drainage gravity wells. The proposed stormwater design included the introduction of catch basins and stormwater piping to effectively collect and route the stormwater to 16 drainage gravity wells with overflow outfall connections to Biscayne Bay. Due to the environmental sensitivity of Biscayne Bay design and implementation of water quality treatment measures was an important consideration and design factor of the system prior to outfall to the Bay and was closely coordinated with regulatory agencies during the permitting process.



Project Manager's Experience





# PARK DRIVE 16-INCH WATER MAIN REPLACEMENT



## CLIENT

Village of Bal Harbour

## PROJECT START AND END DATE

2018 - 2021

## DESIGN / CONSTRUCTION COST

Design: \$150,660 Construction: \$1,900,000

## REFERENCE CONTACT INFORMATION

Village of Bal Harbour

John Oldenburg

Phone: 305-993-7316

Email: joldenburg@balharbourfl.gov

## SCOPE OF WORK

CMA provided civil engineering design, government permitting assistance, and limited construction administration services for the Park Drive 16-inch Water Main Replacement project for the Village of Bal Harbour, Florida. CMA designed the 5,300-LF 20-inch HDPE pipe replacing the Village's single potable water transmission main between two turbine meters at each end of the municipality. The design proposed a combination of traditional and trenchless installation methods to minimize interruption to the neighborhoods and apartment buildings adjacent to the pipeline. CMA coordinated with the Village's utility director, the general contractor, and multiple other consultants working on development projects with connections to the new potable water main throughout the design and construction phases of the project. The total construction cost was approximately \$1.9 million.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #29-0539  
Exhibit 2 Exhibit 2

Page 68 of 149 Page 332 of 413



# SILVER BEACH ROAD WIDENING PROJECT



## CLIENT

City of Riviera Beach Utility District

## KEY PERSONNEL

Vincent Logcigno, P.E.

## PROJECT START AND END DATE

2013 - 2021

## DESIGN / CONSTRUCTION COST

Design: \$57,467

## REFERENCE CONTACT INFORMATION

City of Riviera Beach Utility District

Martha McNicholas

Phone: 561-373-1450

Email: [MMcnicholas@rivierabeach.org](mailto:MMcnicholas@rivierabeach.org)

## SCOPE OF WORK

Chen Moore and Associates was asked by the City of Riviera Beach Utility District to coordinate the relocation of underground utilities which are in conflict with the County's proposed road widening project for Silver Beach Road. The scope of work includes evaluation of County plans for utility conflicts, field investigation, design, permitting and construction administration for 1,040 LF of 12-inch and 650 LF of 16-inch transmission main.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #23-0539  
Exhibit 2 Exhibit 2

Page 69 of 149 Page 333 of 413

# SEACOAST UTILITY AUTHORITY WESTERN COMMUNITY PIPELINE EXTENSION



## CLIENT

Seacoast Utility Authority

## PROJECT START AND END DATE

2018 - 2020

## DESIGN / CONSTRUCTION COST

Design: \$57,467

## REFERENCE CONTACT INFORMATION

Seacoast Utility Authority

Brandon Selle

Phone: 561-267-2900

Email: bselle@sua.com

## SCOPE OF WORK

CMA was contracted by Seacoast Utility Authority for surveying and engineering services for the design, permitting, bidding, construction administration, and permit certification of force main and watermain improvements within easements along Northlake Boulevard. Phase I is located from the eastern boundary of Ancient Tree to the eastern boundary of Osprey Isles and will consist of approximately 1,650 linear feet of 12-inch watermain and 6-inch force main, connections to existing mains, and disconnects with the City of West Palm Beach. Phase II will be located from the western side of Memorial Park Drive to the eastern boundary of the Carleton Oaks property and will consist of approximately 1,000 linear feet of 10-inch watermain and 4-inch force main, related tie ins to existing system components, and an interconnect meter station with City of West Palm Beach.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #23-0539  
Exhibit 2 Exhibit 2

Page 70 of 149 Page 334 of 413



# PALM BEACH SHORES WATER MAIN IMPROVEMENT PROJECT



## CLIENT

City of Riviera Beach Utility District

## PROJECT START AND END DATE

2018 - 2018

## DESIGN / CONSTRUCTION COST

Design: \$154,390

## REFERENCE CONTACT INFORMATION

City of Riviera Beach Utility District

John Armstrong

Phone: 561-845-4185

Email: JArmstrong@rivierabeach.org



## SCOPE OF WORK

CMA provided civil engineering for the Palm Beach Shores Water Main Improvement Project for the Riviera Beach Utility District (RBUD). The RBUD needs to replace the aging asbestos concrete water mains within “outer loop” roads so the Town of Palm Beach shores can resurface them. The project included 4,400 LF of 12-inch watermain. CMA performed survey coordination; utility coordination; field verification; geotechnical coordination; water main design; permitting; and bidding assistance.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #23-0539  
Exhibit 2 Exhibit 2

Page 71 of 149 Page 335 of 413

# 31ST TO 35TH STREET WATER MAIN IMPROVEMENTS



## CLIENT

City of West Palm Beach

## PROJECT START AND END DATE

2018 - 2019

## DESIGN / CONSTRUCTION COST

Design: \$591,556 Construction: \$3,723,184

## REFERENCE CONTACT INFORMATION

City of West Palm Beach

Daniel Roberge

Phone: 561-822-2100

Email: droberge@wpb.org

## SCOPE OF WORK

CMA is providing engineering and consulting professional services for the Water Main Improvements on 31st, 32nd, 33rd, 34th & 35th Streets for the City of West Palm Beach. The utility improvements are being completed under the City's bond program, and have strict deadlines for completion. The neighborhood includes 1,400 LF of 12-inch watermain, sanitary sewer replacement, roadway, curb and sidewalk improvements. In addition to the design and permitting efforts, the CMA Team is providing public outreach efforts including presentation at Neighborhood Association Meetings and City Commission. CMA is also submitting this project for Envision Certification, by the Institute for Sustainable Infrastructure. This certification process includes a submittal package for each credit, coordination with the Contractor and various City departments.



Legend  
Project Boundary  
City of West Palm Beach  
Water Main Improvements  
31st, 32nd, 33rd, 34th, & 35th Streets  
Project Area

Project Manager's Experience





# GARDEN ROAD UTILITY RELOCATION PROJECT



## CLIENT

City of Riviera Beach Utility District

## PROJECT START AND END DATE

2012 - 2021

## DESIGN / CONSTRUCTION COST

Design: \$637,751

## REFERENCE CONTACT INFORMATION

City of Riviera Beach Utility District

John Armstrong

Phone: 561-845-4185

Email: JArmstrong@rivierabeach.org

## SCOPE OF WORK

Chen Moore and Associates has had a continuing services contract with the Riviera Beach Utility Special District since 2008. The work under this contract has consisted of utility relocations associated with FDOT and Palm Beach County roadway projects, and utility improvement projects. For the utility relocation projects, CMA assisted the City of Riviera Beach Utility District (RBUD) with coordinating the relocation of underground utilities which are in conflict with proposed road widening projects for Blue Heron Boulevard/Dixie Highway, Dyer Road/Haverhill Boulevard, US 1, Martin Luther King Boulevard Phase B and C, Blue Heron Boulevard/Congress Avenue, Silver Beach Road and Garden Road. The pre-construction scope of services included coordination with RBUD and local regulatory agencies, coordinating utility location efforts, design of utility relocation and traffic management plans to FDOT standards and permitting. The projects involve over \$5 million in water and sewer improvements completed in conjunction with FDOT and Palm Beach County projects. Special consideration was needed for the replacement of 12-inch AC water mains and the protection of existing AC mains to remain during construction of the drainage and roadway. This effort also included the design and permitting of a water main directional drill under Florida East Coast Railway right of way. Through extensive coordination with FDOT and Palm Beach County, CMA was able to evaluate the proposed road and drainage improvements and determine alternatives to avoid utility conflicts. CMA was also responsible for the bidding assistance which included conducting a pre-bid meeting, responding to bidder questions, evaluation of bids and recommendation for award. The construction administration services include conducting a pre-construction meeting and weekly progress meetings, shop drawing review, continued coordination with RBUD, Palm Beach County and FDOT, response to contractor RFIs, construction inspections, quantity tracking, tracking of test results, conducting substantial completion and final completion walk-throughs, and final certification of the project.



Project Manager's Experience



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-082M #24-0539

Exhibit 2 Exhibit 2

Page 73 of 149 Page 337 of 413



# C-14 WATER MAIN CANAL CROSSING



## CLIENT

City of Margate (Carollo Engineers was our direct client for this project)

## PROJECT START AND END DATE

2014 - 2015

## DESIGN / CONSTRUCTION COST

Design: \$70,752

## REFERENCE CONTACT INFORMATION

Carollo Engineers

Thomas Gillogly

Phone: 954-837-0030

Email: tgillogly@carollo.com

## SCOPE OF WORK

CMA, as a subconsultant to Carollo Engineers, was contracted by the City of Margate to perform the design, permitting and construction administration of water main improvements. The improvements were identified as part of a separate task order in which the water model for the City was updated. The C-14 canal crossing was proposed in order to provide redundancy to the distribution system. The improvements include a directional drill under the SFWMD C-14 canal and a total of 2,300 LF of 12-inch and 14-inch of water main installation to provide redundancy in the service area. Permitting coordination is required with both SFWMD and the ACOE for special approvals.



Project Manager's Experience



## Resumes

Please refer to our resumes in Section 3 “Qualifications of the Team.”

## Organization Chart

Please refer to our organization chart in Section 1 “Qualifications of the Firm.”





## 5. Project Methodology & Approach



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 76 of 149 Page 340 of 413



## 5. PROJECT METHODOLOGY & APPROACH

The DMSI and CMA have successfully designed, permitted, and constructed several water and sewer projects within South Florida and the City of Fort Lauderdale. Our combined experience includes the design and construction of over 100 miles of pipeline in the City of Fort Lauderdale. The DMSI/CMA team is confident in our capability to complete the installation of the 30-inch and 42-inch force main to meeting the deadline as outlined in the Consent Order no. 16-1487. Our extensive knowledge of the City and our ability to self-perform critical path construction activities, ultimately will allow us to better control the project schedule. Our approach of dividing the pipe installation in packages will result in greater focus and efficiency. We can leverage our position to resolve issues and have items delivered expeditiously and cost effectively. In conjunction, DMSI employs more than 100 field craft workers who live within the Broward County area. We are certain no other team will bring to this project a greater breath of knowledge of the local working conditions or depth of Florida resources. DMSI's crew bring more than 50 years of experience in the installation of water pipelines. Our crews are well equipped to manage construction activities with a focus on maximum sustainability.

CMA will lead the design of this project and has an extensive history with the City of Fort Lauderdale on a variety of projects. CMA is known for complying and following the City's Design and Construction Standard Specifications and Details. CMA will evaluate the project location and project scope to identify the most cost and time effective design and approach to the project. The preliminary design approach is discussed in the following sections.

Together, CMA and DMSI have recently completed some of the more challenging pipeline projects the City has procured in recent years. Our knowledge of the City and expertise in utilities will ensure that the project is completed within budget and ahead of schedule.



Based on our success as a Design-Build team the follow is our approach to successfully complete this project:

- a. Investigate Existing Site Conditions
- b. Design
- c. Quality Assurance / Quality Control
- d. Permitting
- e. Construction Approach

### **a. Existing Site Conditions**

#### **Existing Conditions and Utility Coordination**

The DMSI/CMA team will perform utility coordination and verification processes during the design/build process for accuracy. Several activities will be performed to obtain existing conditions data for the project area. The DMSI/CMA team will perform a preliminary investigation of the neighborhood, site conditions, and the existing utilities, including the existing water system. A design utility locate will be performed with



Sunshine One (811) to determine the location of the existing utilities within the area. Existing GIS data and other existing information will also be reviewed and incorporated in the plans. A topographic survey of the project limits will be performed, which will incorporate site elevations and grades, as well as subsurface information. In addition, our team will perform Utility Targeting (GPR) and testholes to determine the exact location and depth of potential utility conflicts.

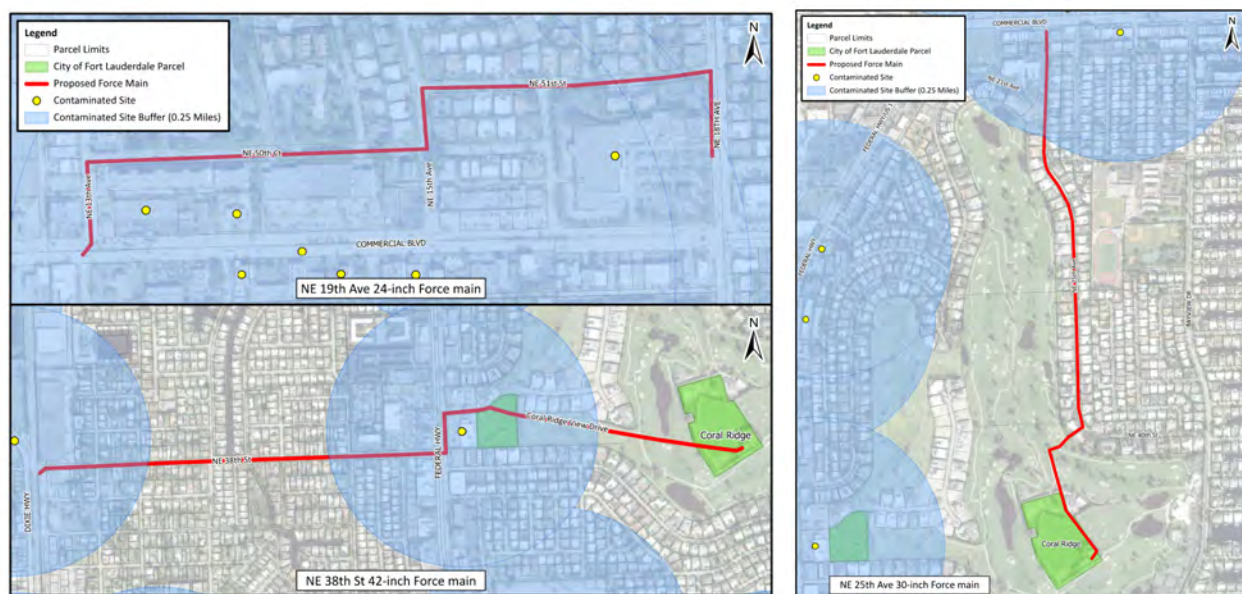
It is imperative that design tickets (811 calls), coordination with utility providers, testholes, and as-built review are thoroughly performed to understand the project constraints and to determine the best option for design. The DMSI/CMA team has in-house procedures to ensure that no critical step is missed prior to the design of the project. A log for utility coordination is continuously updated during this phase as information is made available to us.

NAME	COMPANY	STREET ADDRESS	CITY	STATE	ZIP	DATE LETTER SENT	RESPONSE DATE
Mark Caldwell	Sprint	<a href="mailto:mark.d.caldwell@sprint.com">mark.d.caldwell@sprint.com</a>				6/30/2017	
Dino Farruggio	AT&T Distribution	1120 South Rogers Circle	Boca Raton	FL	33487	6/28/2017	
Brian Connelly	Superior Asphalt Inc.	<a href="mailto:rwallen@pcsfiber.com">rwallen@pcsfiber.com</a>				6/30/2017	6/30/2017
Yvonne Goldman	Teco people Gas- South Florida	5101 NW 21st Ave, Suite 460	Fort Lauderdale	FL	33309	6/28/2017	
Dean Boyers	MCI	<a href="mailto:investigations@verizon.com">investigations@verizon.com</a>				6/29/2017	6/29/2017
Seyed Hajassadollah	FPL - Transmission					6/28/2017	
Danny Haskett	Fibernet Direct	9250 W Flagler St	Miami	FL	33174	6/28/2017	8/2/2017
Edgar Aguilar	FPL	2455 Port West Blvd, PDC Bldg A	Riviera Beach	FL	33407	6/28/2017	
Maria Rosado (Eland)	Florida Department of Transportation	<a href="mailto:mrosado@smartsunguide.com">mrosado@smartsunguide.com</a>				6/28/2017	7/13/2017
Jon Stahl	City of Fort Lauderdale	949 NW 38th ST	Fort Lauderdale	FL	33309	6/28/2017	
Leonard Maxwell-Newbold	Comcast Cable	2601 SW 145 th Ave	Miramar	FL	33027	6/28/2017	7/18/2017
Robert Blount	Broward County Traffic Engineering	2300 W Commercial Blvd	Fort Lauderdale	FL	33309	6/28/2017	7/6/2017
Randy Oliver	Crown Castle	2000 Corporate Drive	Cannonsburg	PA	15317	6/28/2017	7/5/2017

### Utility Log example: “30-inch Emergency Forcemain” Project – Fort Lauderdale

## Contaminated Sites

The 2021 Broward County contaminated sites database was explored to determine the potential contaminated influence zones within the project areas. A quarter mile buffer was added to the contaminated sites obtained from the database. Any additional environmental permits and areas of concerns will be reviewed during the design/build process. This information will become crucial when dealing with dewatering activities. Our team has successfully permitted dozens of projects that were in proximity to contaminated sites. We understand the process and have the relationships with BCPEGMD and SFWMD necessary to expedite water use and dewatering permits.





## Field Investigation

The DMSI/CMA team visited the project sites to become more familiar with the existing site conditions and started communication with various agency having jurisdictions including the Coral Ridge Country Club (CRCC) Golf Course.

## b. Design

The DMSI/CMA team has reviewed the conceptual layouts provided by the City in the RFP and has begun verifying the preliminary layouts. These layouts will serve as preliminary pipe layouts for the proposed water main system during the design phase.

Based on the information gathered during the existing site conditions phase, the DMSI/CMA team will coordinate with City staff to develop the final layout of the proposed force mains. During this phase, the DMSI/CMA team will develop detailed plans, calculations, reports, assessments, and technical specifications. This phase includes the following activities:

1. Verify utility information (test holes/survey)
2. Field visits to verify site conditions
3. Begin with a design approach that identifies the core project technical issues
4. Develop a profile view of the proposed force mains to identify utility conflicts
5. Revisions of existing utilities based on verified utility information
6. Identify constructability challenges and break down the project design components to the root challenges
7. Focus on simplifying solutions and providing clean, constructability designs
8. Follow through to assure coordination and communication with all project stakeholders

## c. Quality Control and Assurance (QA/QC)

By completely integrating a QA/QC process, not only are the plans reviewed for accuracy, but preliminary schedules are developed, conflicts are identified, and solutions are developed. The DMSI/CMA team has made QA/QC a priority and believes that it is the single "most important" element of a project. To ensure the completion of a successful project, it is imperative to develop and implement a QC plan to evaluate project performance and to ensure the project objectives are being met. The DMSI/CMA team has developed a QA/QC plan to ensure accuracy, completeness, legibility, application of design criteria, and best engineering practices during the design process. Our team makes use of a series of QA/QC checklists which consist of a thorough list of action items throughout the design process. This plan guides the production of all plans and specifications during the design process.

Our team strongly believes that by implementing a thorough QC process, we provide an extra layer of Risk Management during the project duration. These reviews also avoid uncertainties of unrealistic schedules, designs that are not constructible, overextended budgets, and unforeseen conflicts.

Engineering Plans Checklist

Client Name: \_\_\_\_\_ Client No: \_\_\_\_\_

Project Name: \_\_\_\_\_

Revision: \_\_\_\_\_

☐ Discipline Lead

☐ Project Manager

☐ Quality Control Reviewer

☐ CAD Manager

**COVER SHEET / TITLE BLOCK**

☐ Completing status and logs

☐ Project name

☐ Check notes and logs

☐ Project number

☐ Current City/County Commission

☐ Drawing index (table of contents)

☐ Project location map

☐ Legal description of property

☐ Check spelling

☐ North arrow (top or to the right)

☐ Graphic scale

☐ North title to each sheet title

☐ Legend of record ID number and name

**KEY SHEET**

☐ Include a key sheet in the plans (if necessary)

☐ Key map on every sheet if plans are more than 10 sheets

☐ Sheet numbers (top left, bottom right, middle)

☐ North arrow and scale

☐ Standard general notes for discipline title

☐ Insert additional general notes as necessary

**GENERAL**

☐ Checklist for each sheet (50%, 60%, 90%)

☐ Provide cross-section at all property lines

☐ Comment on final layout and type on all sheets

☐ Confirm appropriate utility (sanitary/sewer)

☐ Check for spelling, punctuation, and units

☐ Provide general notes specifically request points and existing utilities that will be used

☐ Transmittal letter address comments and

☐ General Notes indicating SWPPP are correct

**REGULATORY AGENCY APPROVALS**

☐ Municipality: \_\_\_\_\_

☐ Utility: \_\_\_\_\_

☐ Drainage District: \_\_\_\_\_

☐ County Agency: \_\_\_\_\_

☐ State Agency: \_\_\_\_\_

☐ Regulatory Agency Approval: \_\_\_\_\_

☐ Subsurface Utility Engineering: \_\_\_\_\_

☐ Electrical Engineering: \_\_\_\_\_

☐ Environmental Engineering: \_\_\_\_\_

☐ Structural Engineering: \_\_\_\_\_

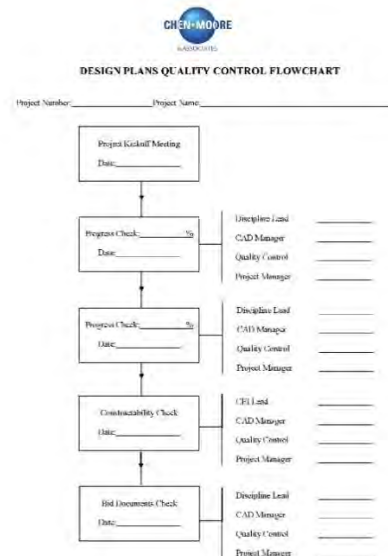
☐ Other: \_\_\_\_\_

☐ Discipline Lead

☐ CAD Manager

☐ Quality Control

☐ Project Manager





#### d. Permitting

The DMSI/CMA team has reviewed the permit requirements for this project and has identified the permits that need to be obtained prior to commencing construction. Coordination with regulatory agencies is performed during the entire project duration. It is of the utmost importance that the regulatory agencies are approached and engaged from the beginning of the project in order to avoid any unnecessary permit delays. Pre-application meetings will be attended by the DMSI/CMA team prior to initiating the design.

The DMSI/CMA team has extensive experience coordinating with various permitting agencies that will be engaged under this contract. Our team has years of experience in dealing with the local agencies including utility providers, FDOT, SFWMD, EPGMD, BCTED and FDEP.

Permits and/ or coordination for this project will be required for:

- Watermain improvements
- Dewatering activities during construction
- Pavement markings and signage
- Maintenance of Traffic (MOT) Permit
- Municipal/Building department permitting

The DMSI/CMA team will coordinate with the following regulatory agencies during the permitting process:

- City of Fort Lauderdale DSD and Building Department
- City of Fort Lauderdale Transportation & Mobility Department
- Florida Department of Transportation (FDOT)
- Florida Department of Environmental Protection (FDEP)
- Broward County Traffic Engineering Division (BCTED)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- South Florida Water Management Authority (SFWMD)



## e. Construction Approach

DMSI has built a reputation in South Florida for high quality work, exceptional performance and excellent client service. The objective of DMSI/CMA team is to design a project that is easily constructed and maintained, while considering the City's standards and specifications. The DMSI/CMA team will have a pre-construction meeting after completion of the design and permitting phase with both the City and the residents. Meeting agendas and supporting material will be presented during this pre-construction meeting to inform all stakeholders of the upcoming construction activities. Pre-construction conditions will be recorded of the project site through videos and photos. Subsequently, DMSI will establish a field office and staging area with the approval of the City's project manager. DMSI will provide and maintain sufficient resources to adequately maintain project process as scheduled. Project sequencing and phasing will be developed by DMSI and CMA in order to complete the project as efficiently as possible with limiting the impact on the surrounding residents and local businesses. Prior to starting construction, DMSI will examine the conditions of the existing water mains to be abandoned in order to mitigate for pipe damage. As previously mentioned, the existing water mains to be abandoned will stay operational until the proposed water main has been certified and all water services have been connected. This construction sequence will be considered in the project schedule and will be updated as necessary. All project schedule updates will be shared with both the public as well as the City.

**Site safety** is DMSI's number one priority and is firmly embedded in our culture. It is crucial to maintain a safe work environment for the personal and the local residents and pedestrians. Concrete barrier walls and channeling devices will be utilized to reroute the pedestrian traffic in work zones. Additionally, DMSI will ensure that construction materials and equipment are stored appropriately overnight and on weekends. DMSI will ensure that noise and dust control measures are taken into place during construction. Routine street sweeping and water trucks will be utilized to minimize the dust resulting from the construction activities.

Due to the complexity and importance of these force mains it is crucial to ensure that proper planning, phasing and coordination be conducted for a successful project execution. Based on the preliminary plans of both project the following work will have to be phased accordingly:

**Phase 1** – Perform installation of Open-cut and interconnections along NE 25th Ave between Commercial Blvd and NE 47th Ln.

**Phase 2** – Install 24-inch force main north of E Commercial Blvd and activate so that flows from the north east portion of the City can be re-routed using Phase 1 installation.

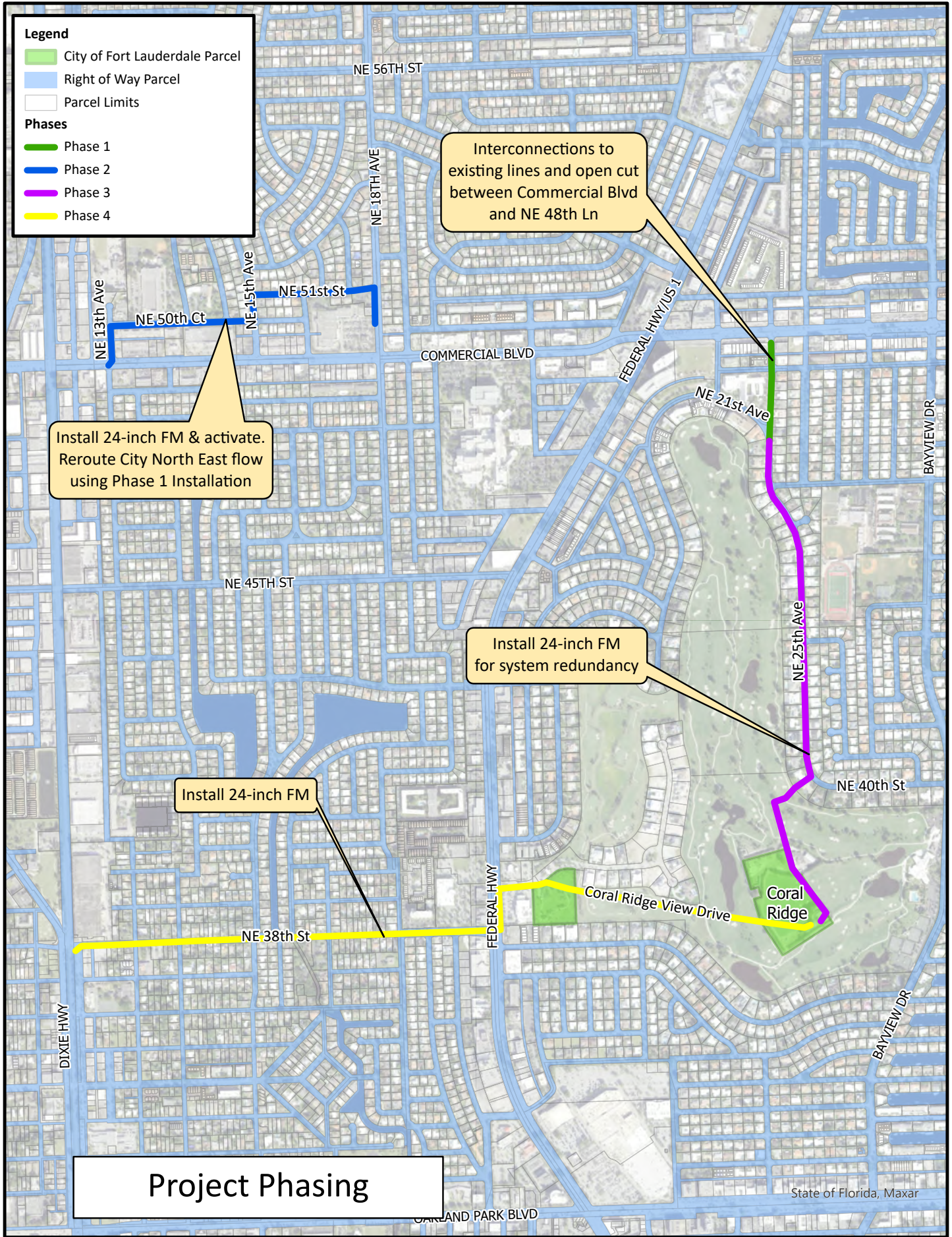
**Phase 3** – Install 24-inch force main along NE 25th Ave and in golf course. This will allow for redundancy in the force main system.

**Phase 4** – Install the 42-inch force main along NE 38th St.

In order to accomplish this project to meet the Consent Order deadline the DMSI team plans to break each phase into sections. The first section of each phase will be designed and permitted. For example, the horizontal directional drill sections can be designed first then the open cut sections to accelerate the project schedule. Once the first sections are designed and permitted the construction can commence. While the first sections are under construction the other sections will be under design and permitting concurrently. When performing the horizontal directional drill (HDD) the pipe string out will involve a lot of detours. Below is an example of a previous project string out plan that DMSI performed for the City of Fort Lauderdale.





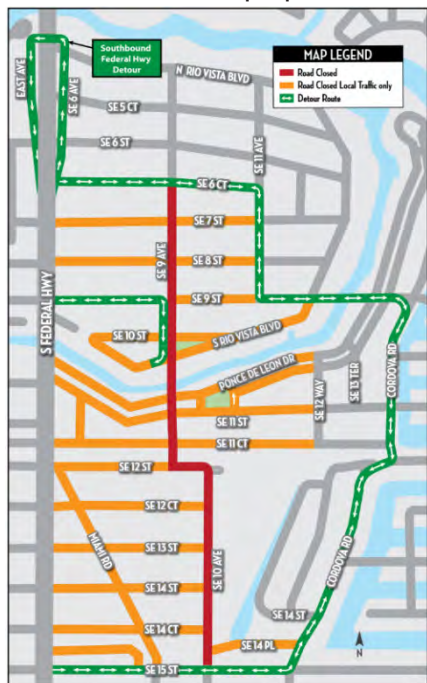






Example pipe string out/fusing plan

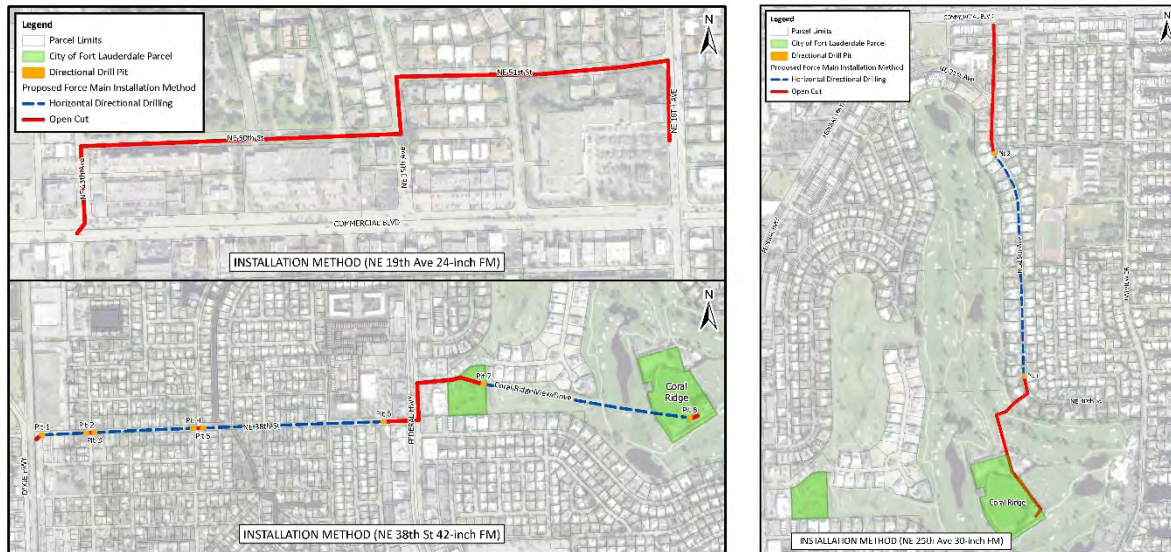
The DMSI team will prepare a detailed MOT plan and coordinate with the City to prepare flyers for traffic advisory to be distributed to residents and businesses. The picture on the right is an example of a detour map for a pipe string out.



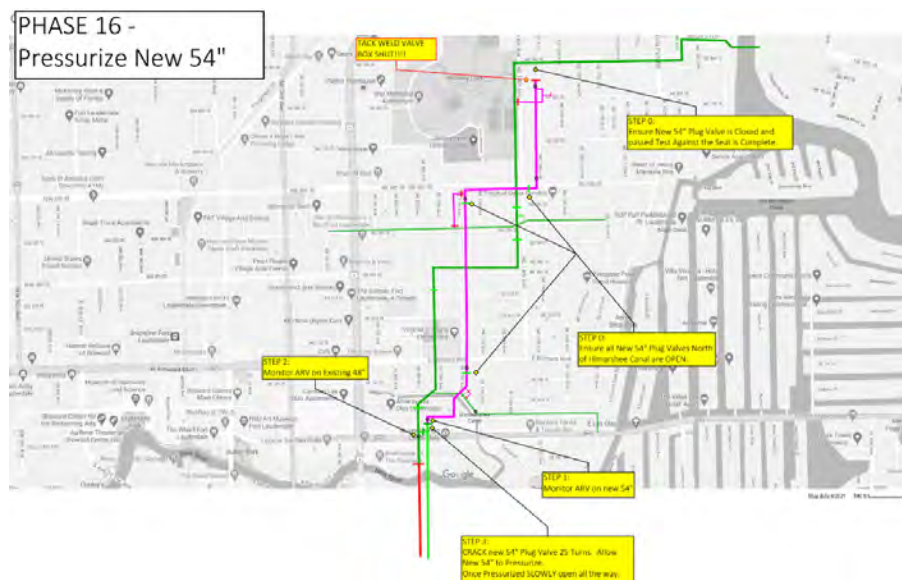
Once two adjacent HDD are complete the connection will be performed to connect the pipes.

This maps below shows the proposed areas that will be HDD and Open-Cut.





After completing the installation of the 42-inch force main and it has been certified an activation plan will be prepared. Below is an example of an activation plan for the Redundant Sewer Force Main project. without a properly prepared activation plan for this important line can cause a hammer in the system and can potentially a break the force main and create a sanitary sewer overflow.



Example of an activation plan for the Redundant Sewer Force main

## Work in the Golf Course

Per the bid document the work in the golf course is very critical to get completed in a short timeframe utilizing four windows of opportunity. The DMSI team has visited the CRCC Golf Course to determine the best means and method to accomplish this work. Coordination and careful planning will be required. The map below shows the proposed staging area to be used for material and excess/unsuitable excavation. We will have all the materials required for the installation of the force main stored on site before the starting construction. This will allow us to perform the work uninterrupted and no delays. After speaking with the CRCC Golf Course they advised us that if we can give enough advance notice when construction will start, they can be out of our way to provide us unlimited working works (24/7) to complete the installation in the specified windows.





Below are the management and field staff that we have spoken to that will be responsible for coordinating the work.

JJ Sehlke

Managing Member

Phone: 954-449-4406

Email: jj.sehlke@coralridgecc.com

Jay Boring

Director Of Agronomy

Phone: 954-804-5588

In addition, the CRCC Golf Course provided us with the contact information of the company that they usually use for any restoration. By using the same company for the restoration of the golf course this will be best for the golf course since they have a working relationship and know what the CRCC Golf Course expectations are.

## Public Coordination

This project is in the center of a highly residential area, therefore public coordination will be a crucial part to a successful project. THE DMSI/CMA team has an understanding that the most important component to a successful project is community involvement. The residents and business owners need to be informed of the goals of the project and be involved in the project from the very beginning. The DMSI/CMA team has a long history of having strong and successful community involvement, beginning with the planning process through the end of construction. DMSI will provide media relations, marketing, graphics services, organization of business interests, grassroots door-to-door consensus building, and serves as a spokesperson for their clients. For 40 years, they have established a proven record of developing and executing successful Public Involvement Programs and Community Awareness Plans. Ultimately, the Team's goal will be to maximize the community's understanding of this project. A key component of public involvement is a public information campaign that ensures the public is always well-informed of the work. By giving the public information before it is requested, it minimizes the potential questions and complaints that may bog down the project team. The number one priority for any design-build project is to keep impacted stakeholders informed and engaged, especially if there are delays, complications, or emergencies. The Team will identify key stakeholders ranging from elected/appointed officials to targeted businesses/CRA's.

Public meetings held for the impacted homeowner's and business owners are good forums for the dissemination of information to large groups of the affected public. Meetings are also important as it provides the public with an opportunity to pose questions, express concerns and generally understand the progress of the project. Project meetings are recommended throughout the design and construction of





the project.

Commissioner District 1 John Herbst Phone: 954-828-5008 Email: JHerbst@fortlauderdale.gov	Coral Ridge Country Club Estates Tim Hernandez, President Phone: 954-610-7400 Email: timhernandez@bellsouth.net
--	--

One of the most critical components of public involvement is the acquiring, tracking and resolution of public complaints. The acquiring of the complaints needs to be thorough and courteous to ensure that the nature of the complaint is accurately portrayed and that the public is not additionally inflamed. The tracking of the complaints should include the complaint initiation, the results of the site and preconstruction research, the instructions to contractor and the actual resolution of the complaint. In addition, a record of all contact with the person initiating the complaint will be kept. Finally, the resolution of the complaint needs to include an official document notifying the originator of the complaint of the outcome. The Team understands that every step in the complaint resolution process needs to be accurately recorded for use in any possible future concerns.



Typical City of Fort Lauderdale Project Advisory Flyer



Typical City of Fort Lauderdale Project Sign

## Maintenance of Traffic (MOT)

Understanding that the project is in a high entertainment area with high volumes of vehicle and pedestrian traffic is key to the development of the maintenance of traffic plan (MOT). The DMSI/CMA team has designed and implemented well executed maintenance of traffic operations throughout Broward County. The DMSI/



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CMA team will develop a MOT plan which will display road closures and detours routes. All work affecting sidewalks and pedestrian crossings will be included in the MOT plan. The plan will include all temporary signage and temporary barricades and ramps. The DMSI/CMA team will ensure that access is maintained to all entrances for all commercial and residential properties within the project limits. Additionally, the team will ensure that the MOT plan always includes access and routes for all emergency vehicles.

The DMSI/CMA team evaluated the existing vehicle and pedestrian traffic within the project limits to determine effective ways to reroute traffic.

### **Dewatering Plan**

Dewatering will be considered for the installation of the proposed water mains due to the high-water table observed in South Florida. As discussed previously, dewatering permits will be applied for this project in accordance with BCEPGM and SFWMD permit requirements. Several contaminated sites were identified within the 0.25-mile cone of influence. The sections of the project that fall within this cone of influence will require further investigation to determine whether remediation will be necessary. The DMSI/CMA team has developed successful dewatering plans and permitted these plans for multiple projects located within the South Florida area. A typical dewatering plan includes a dewatering pump, a dewatering hose, several well points if needed, a sedimentation tank, and a discharge location to the City's or State's stormwater system. All dewatering effluent will be treated to meet regulatory requirements for turbidity and turbidity curtains will be placed on all outfalls. A dewatering plan will be developed depicting the dewatering locations and discharge locations. Turbidity monitoring and testing will be done twice a day per permit regulations and a turbidity log will be kept tracking the effluent of all dewatering activities. Below is a map showing the location of all contaminated sites for both projects.

### **Restoration**

The scope of work for this design/build project includes restoration as necessary and milling and resurfacing of both northbound and southbound travel lanes. Once installation has been completed, stabilization of subgrade material and compaction of base material will have to be completed per the City's and/or County's specifications and requirements. Surface milling and asphalt placement will follow, to restore the roadway to pre-construction conditions. Restoration efforts will also include restoration of decorative pavers and decorative pavement marking observed within the project limits. Sidewalks and curbs will also need to be restored, as necessary. The DMSI/CMA team will indicate all restoration details and limits in the project plans and specifications, to minimize any additional restoration costs and schedule delays.

### **Project Schedule**

The DMSI/CMA team will develop a proposed schedule that will limit the duration of construction that impacts areas by utilizing the critical path method. The purpose of the project schedule is to establish durations of several project stages to ensure a timely completion of the project which benefits the City and the residents and local businesses. The project schedule will be updated during the project duration and shared with City staff. The project schedule will include stages in design as well as construction phases.

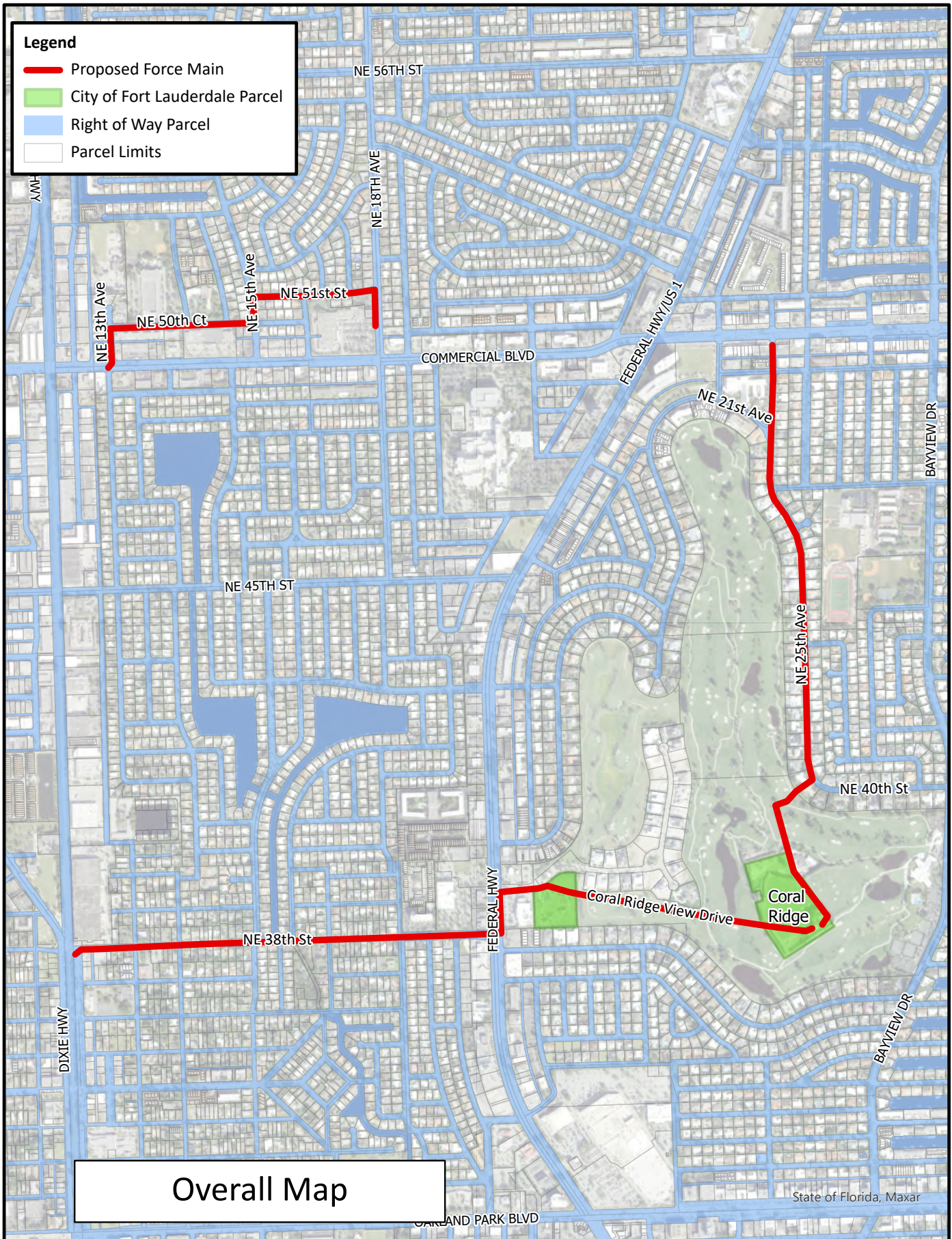
The below is an overall schedule to perform the design and construction of this project. As shown in green are the windows allowed to perform work in the golf course which DMSI will utilize to complete and not interfere with the operation of the golf course.



PROJECT SCHEDULE



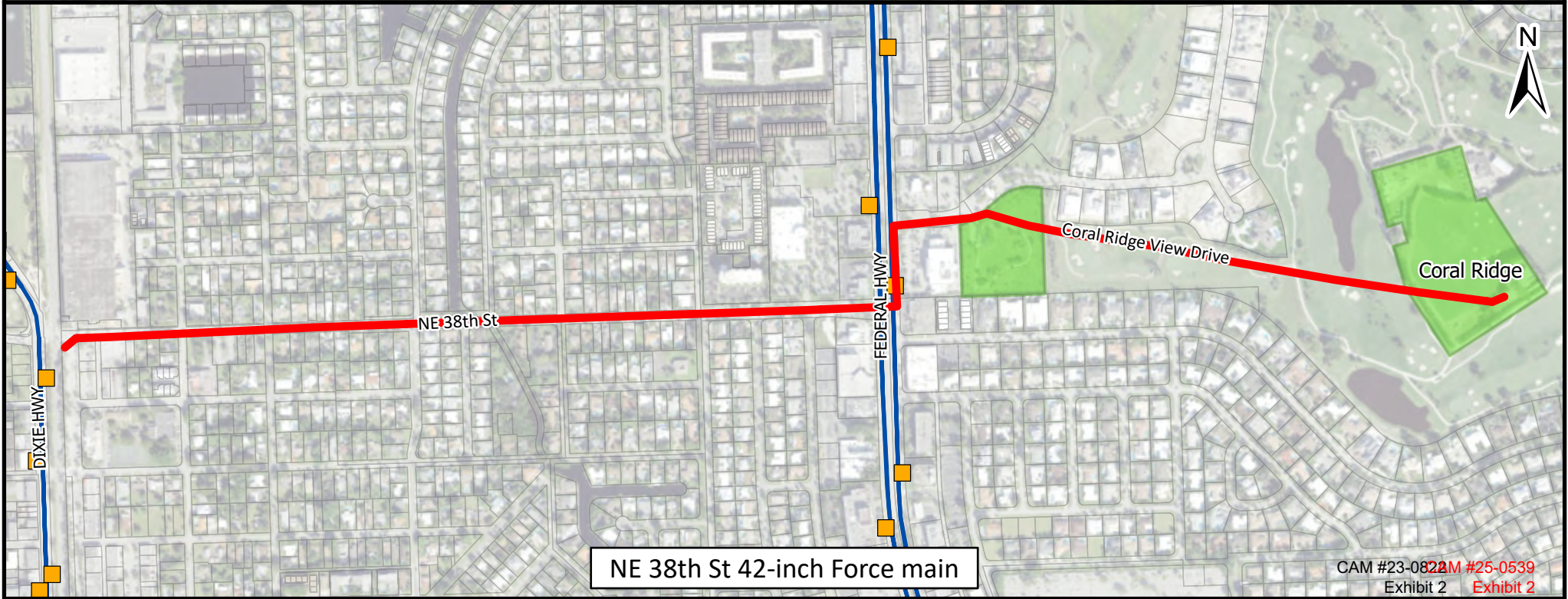
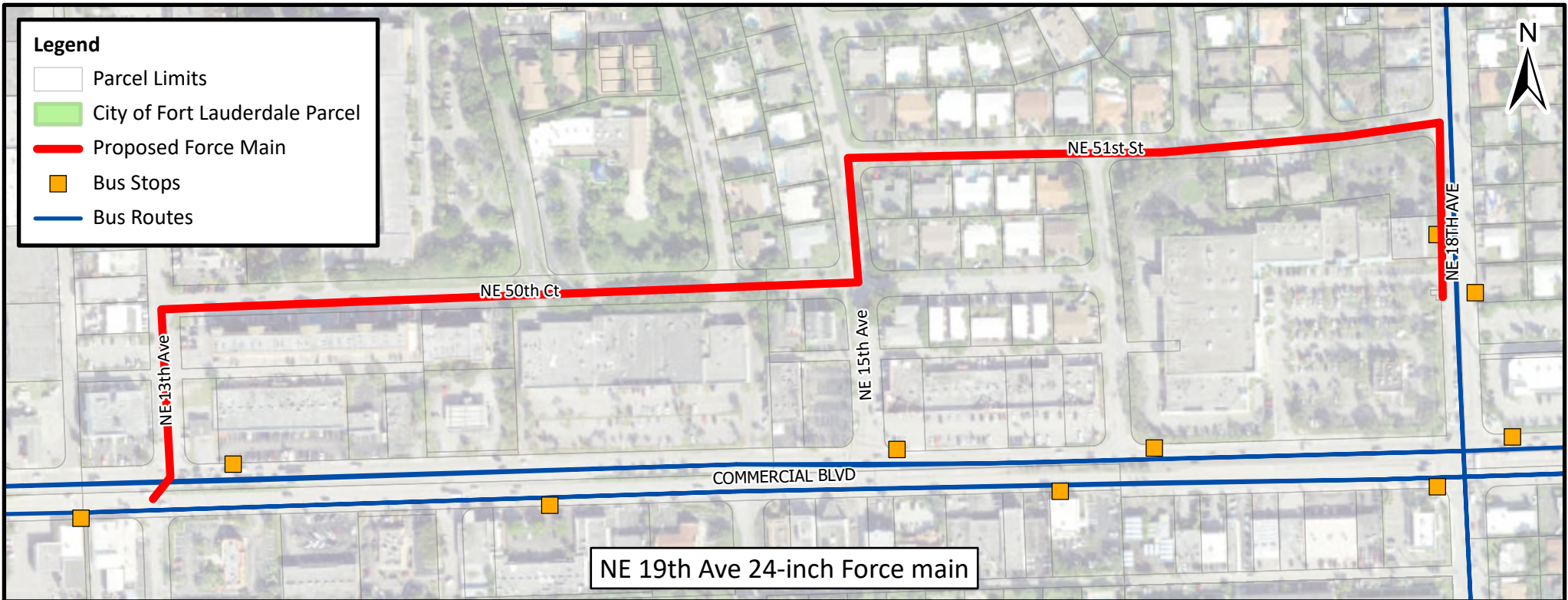




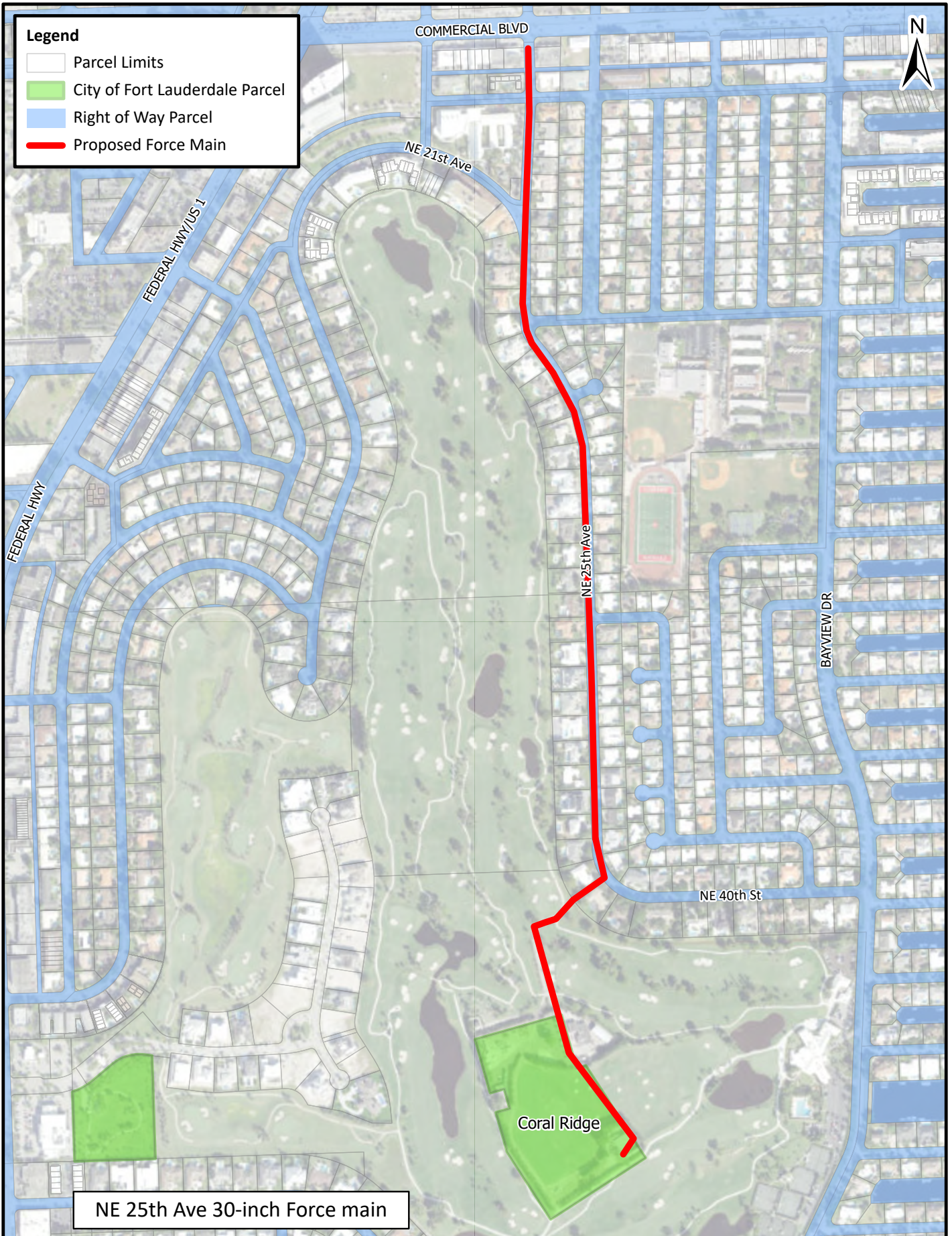


**Legend**

- Parcel Limits
- City of Fort Lauderdale Parcel
- Proposed Force Main
- Bus Stops
- Bus Routes



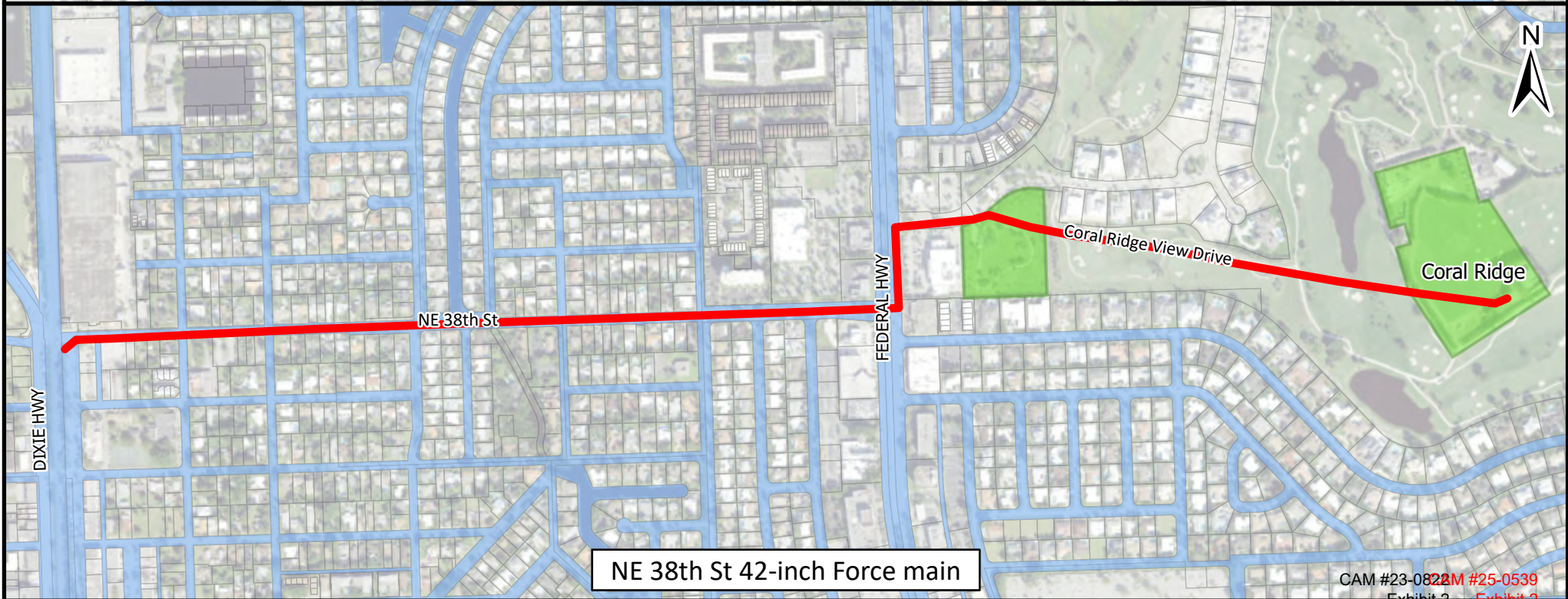
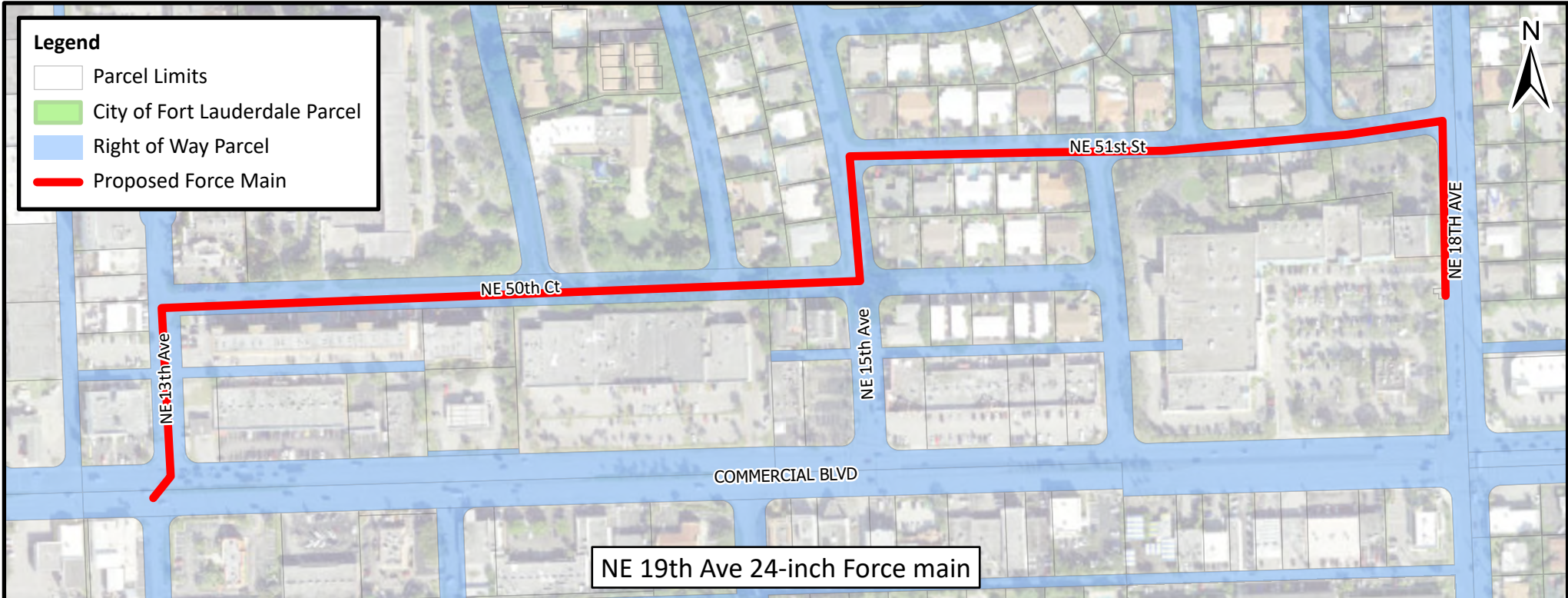






**Legend**

- Parcel Limits
- City of Fort Lauderdale Parcel
- Right of Way Parcel
- Proposed Force Main



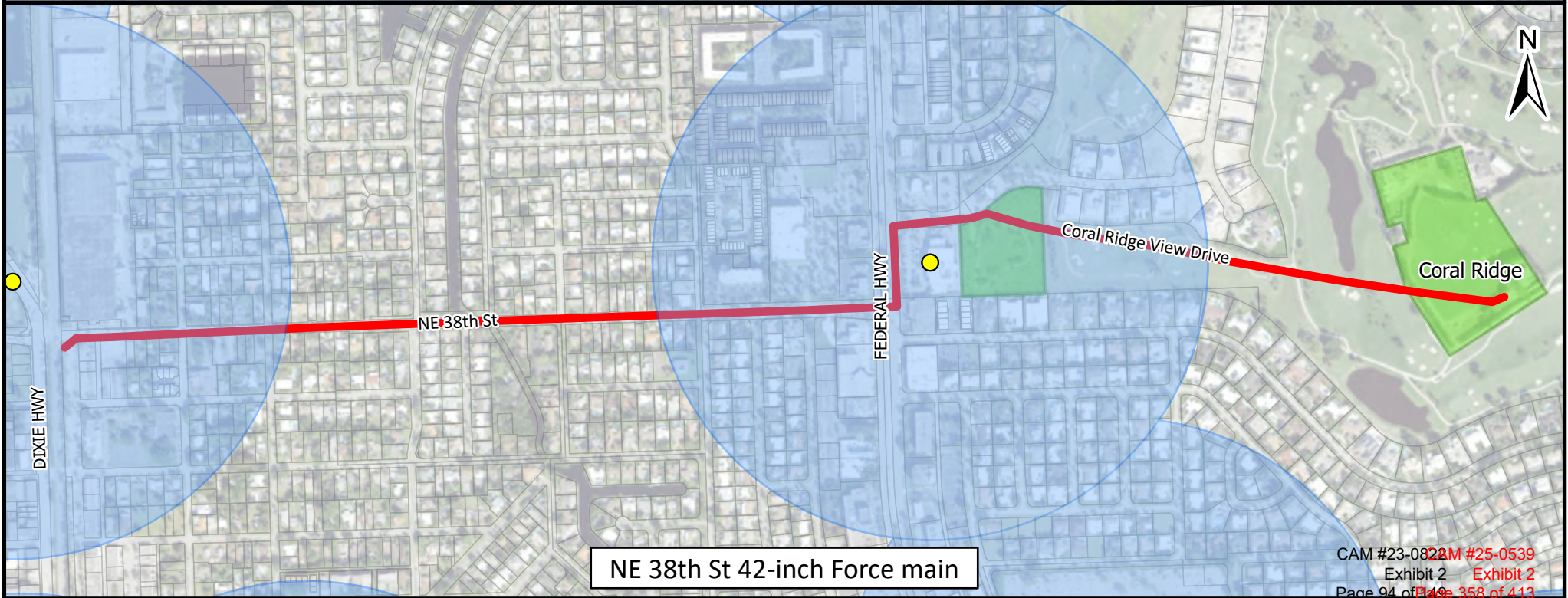






**Legend**

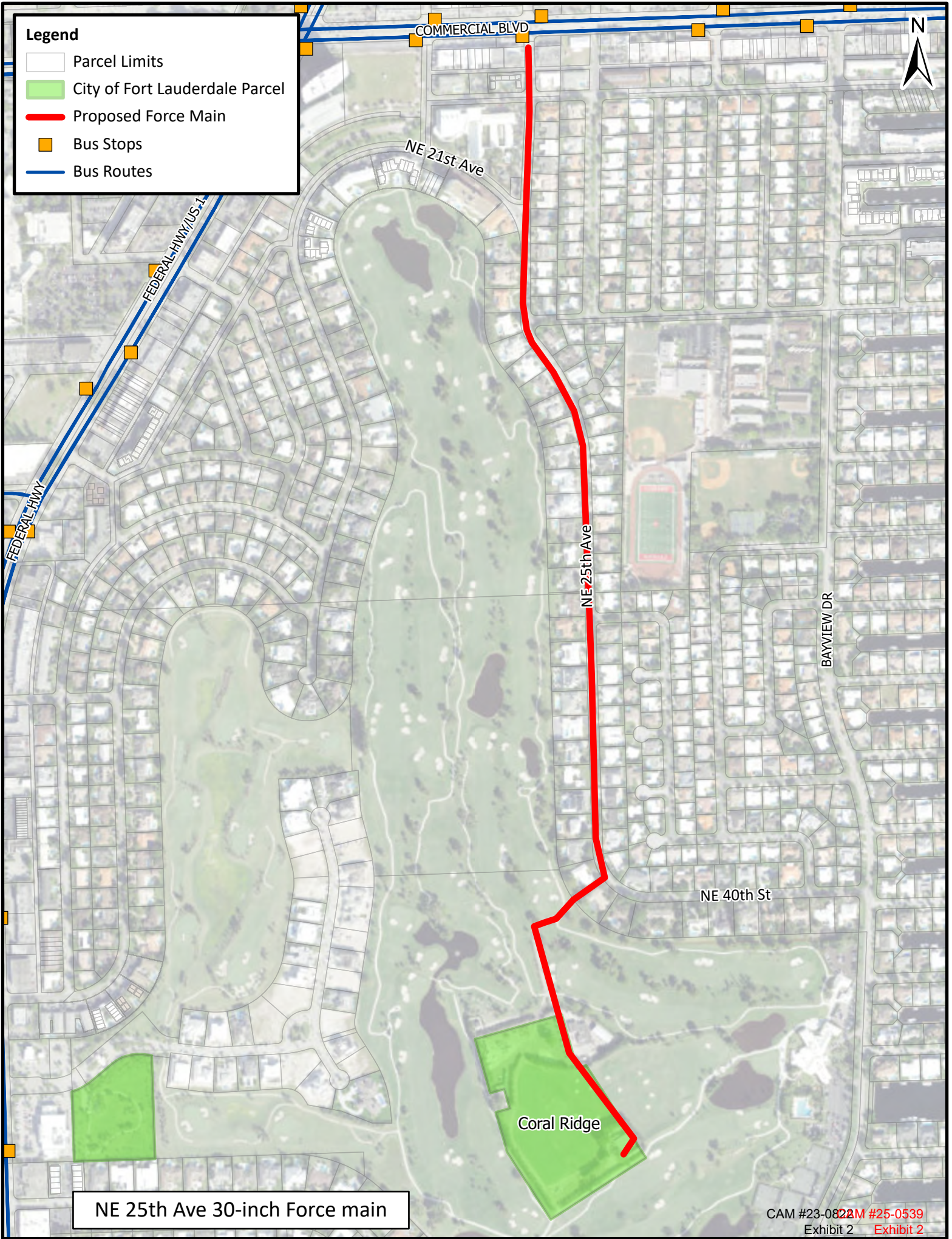
- Parcel Limits
- City of Fort Lauderdale Parcel
- Proposed Force Main
- Contaminated Site
- Contaminated Site Buffer (0.25 Miles)





**Legend**

- Parcel Limits
- City of Fort Lauderdale Parcel
- Proposed Force Main
- Bus Stops
- Bus Routes

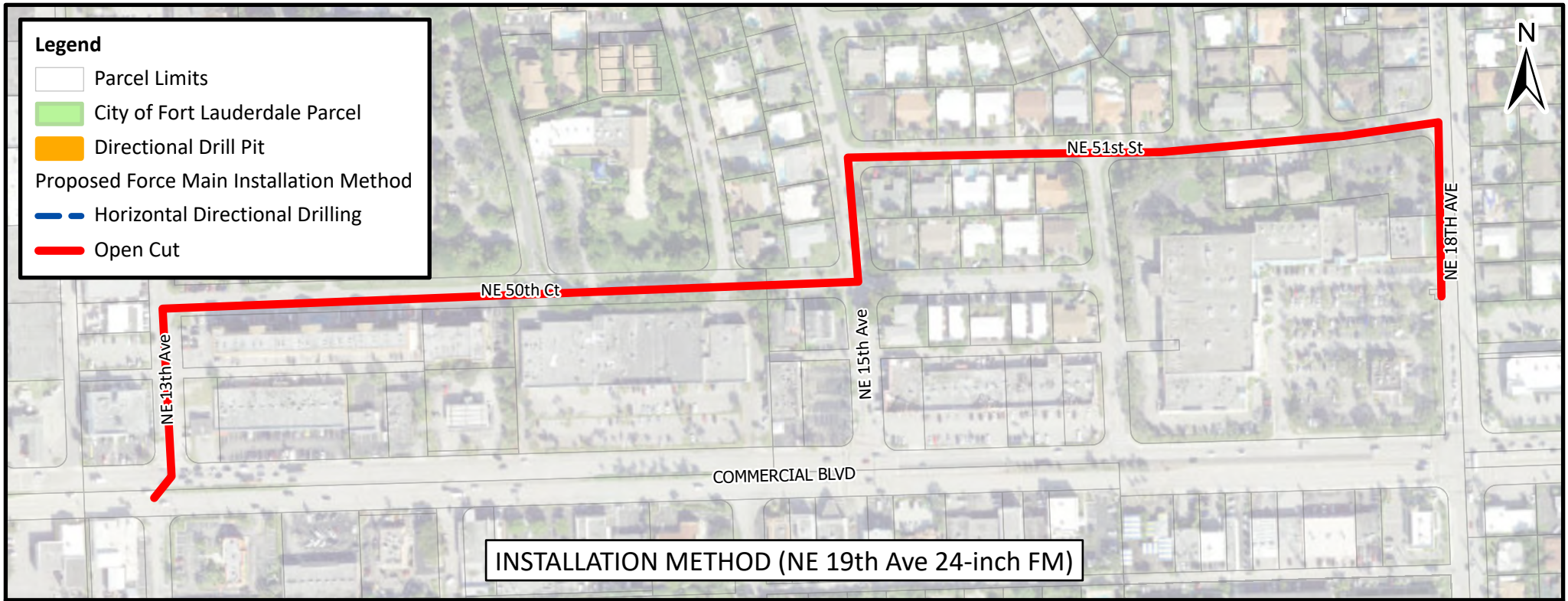


NE 25th Ave 30-inch Force main



**Legend**

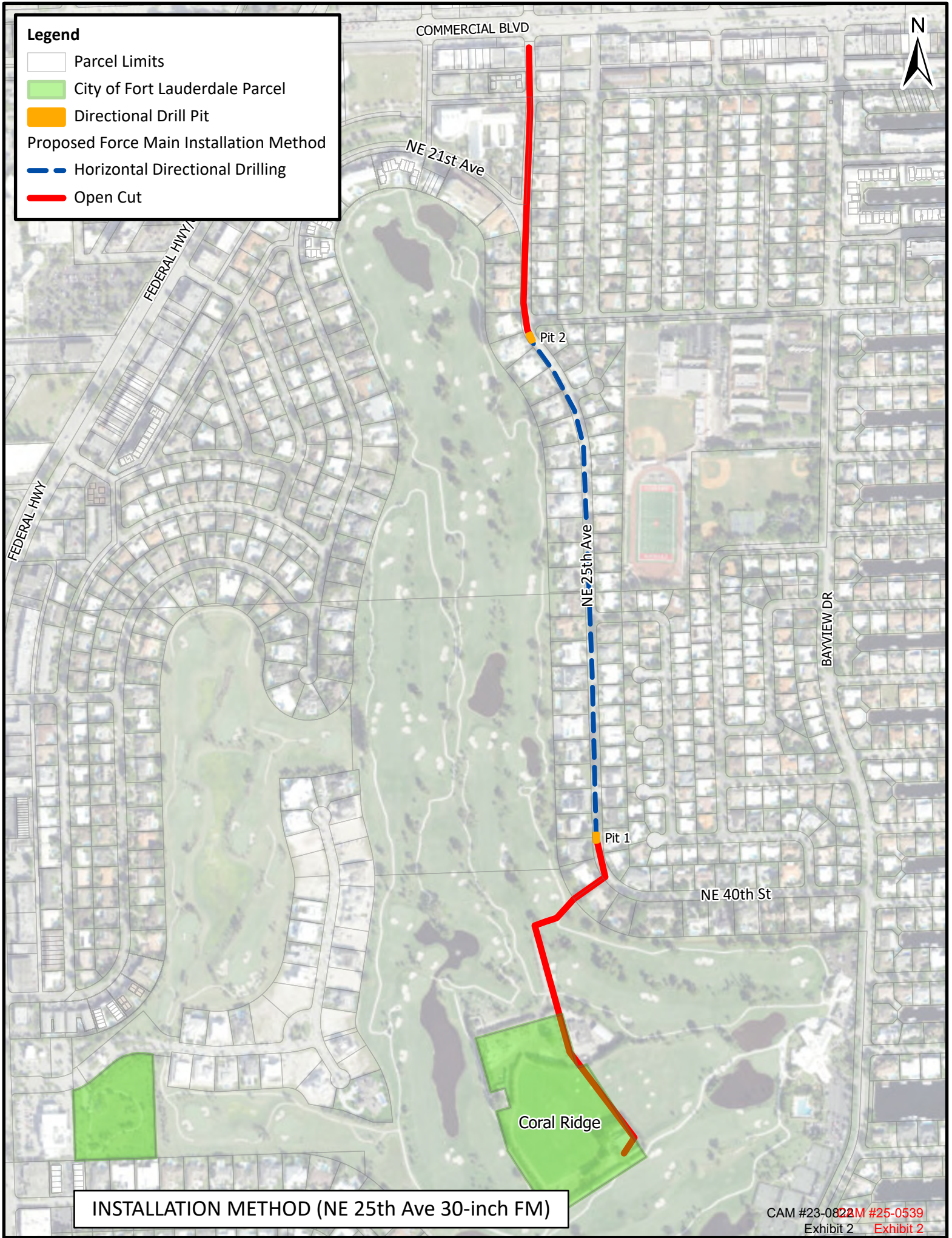
- Parcel Limits
- City of Fort Lauderdale Parcel
- Directional Drill Pit
- Proposed Force Main Installation Method
- Horizontal Directional Drilling
- Open Cut





**Legend**

- Parcel Limits
- City of Fort Lauderdale Parcel
- Directional Drill Pit
- Proposed Force Main Installation Method
- Horizontal Directional Drilling
- Open Cut

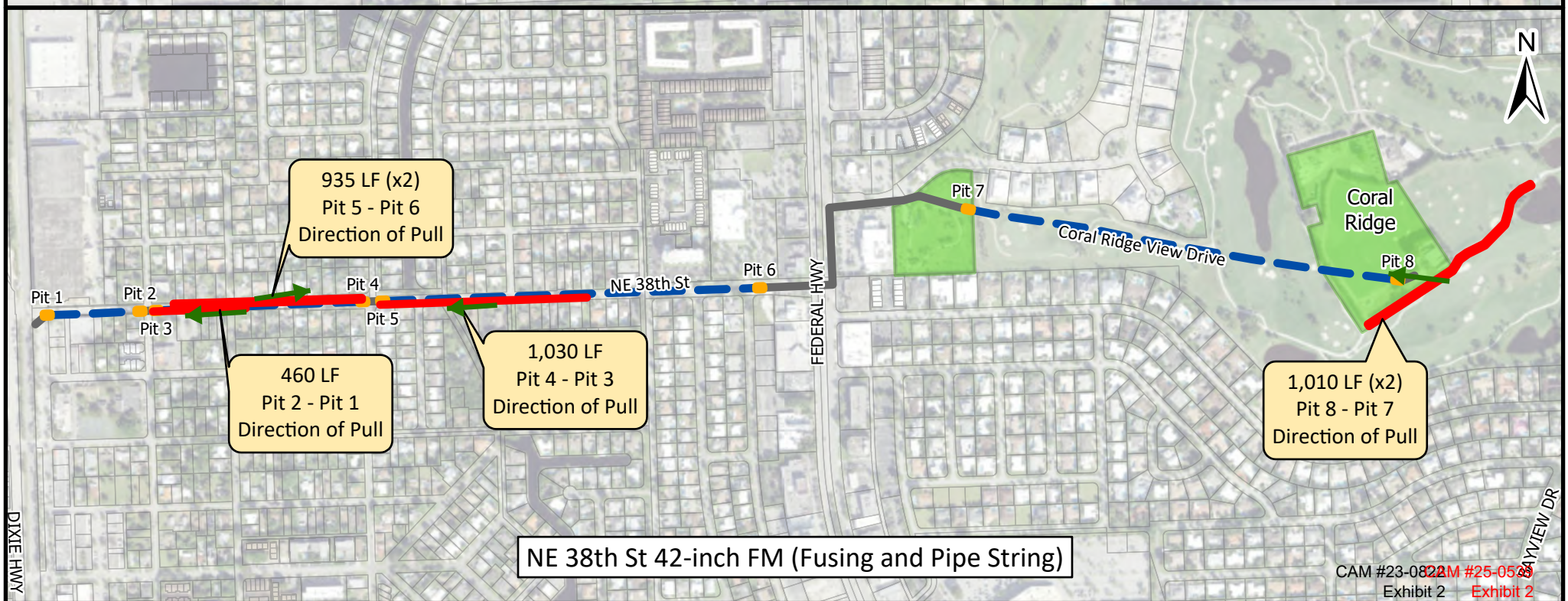
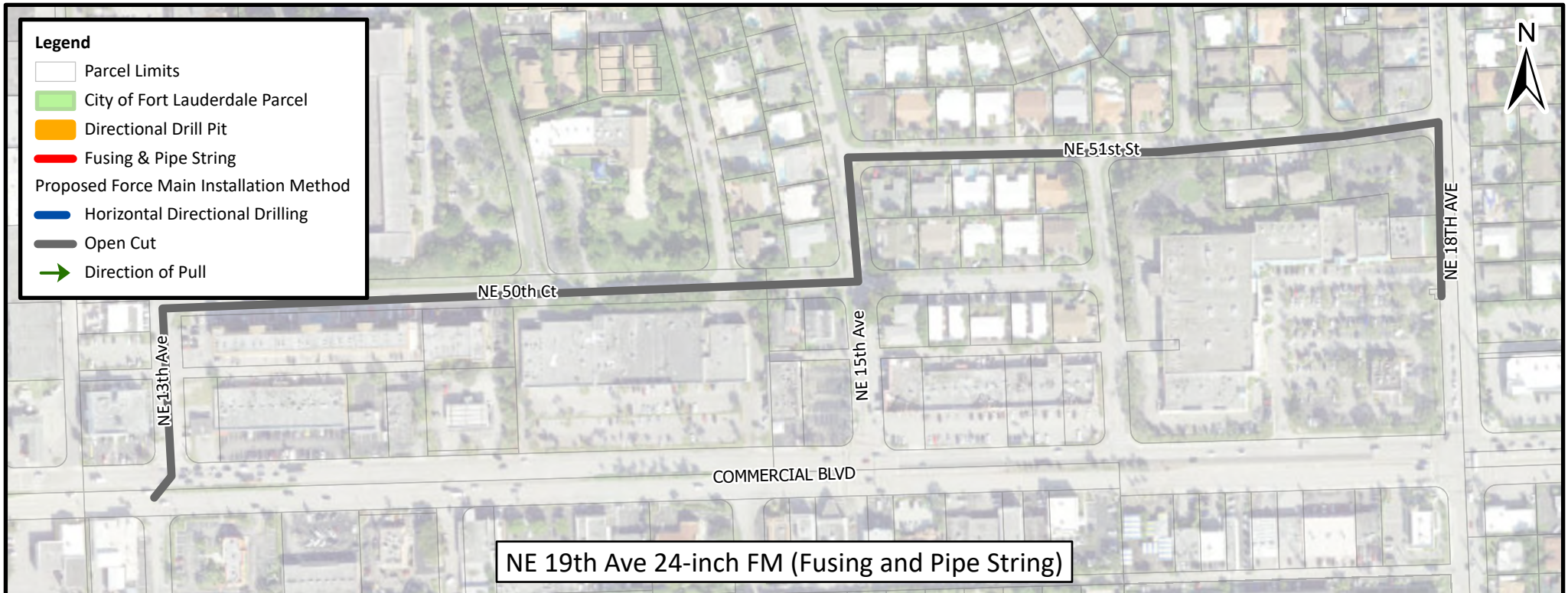


INSTALLATION METHOD (NE 25th Ave 30-inch FM)



**Legend**

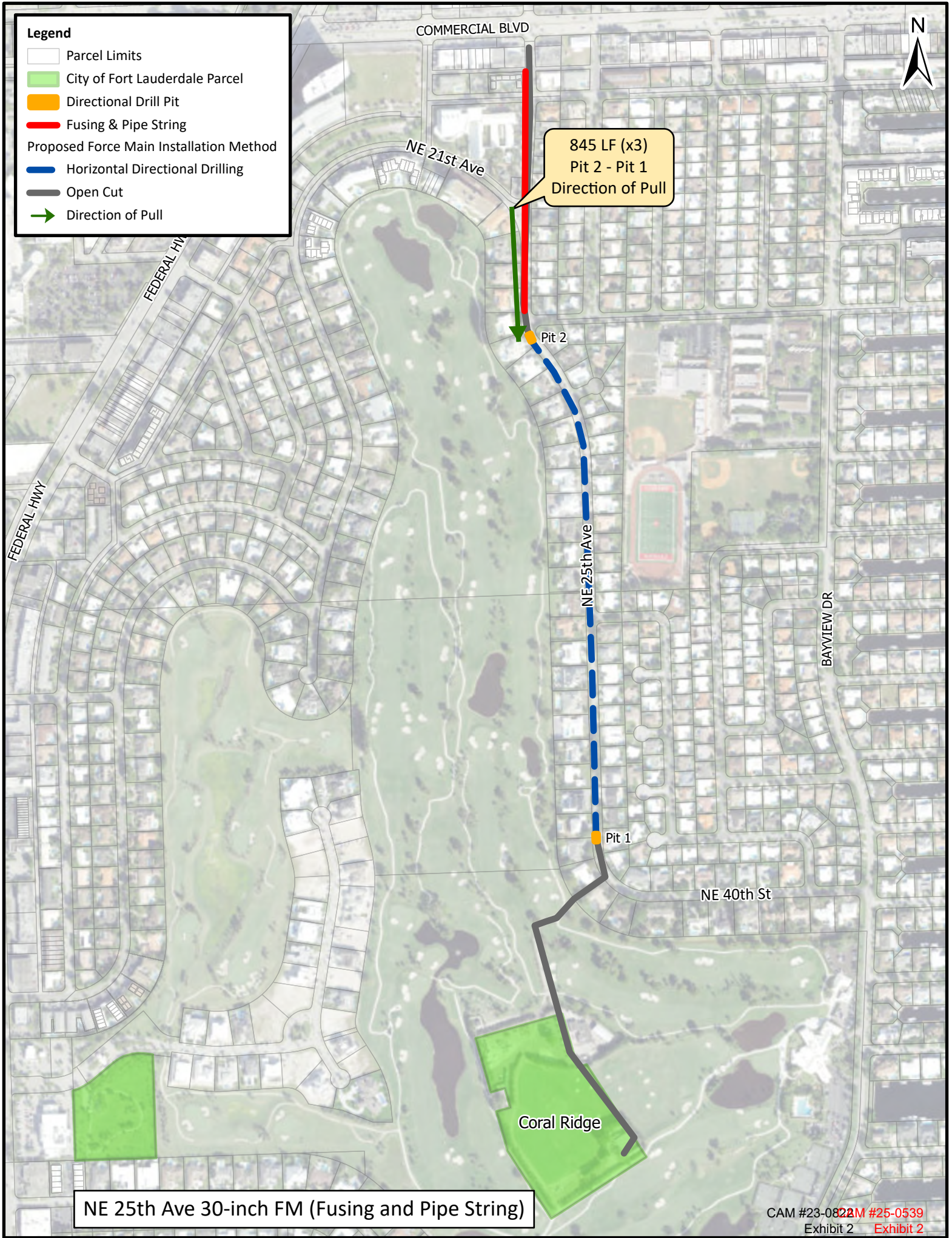
- Parcel Limits
- City of Fort Lauderdale Parcel
- Directional Drill Pit
- Fusing & Pipe String
- Proposed Force Main Installation Method
  - Horizontal Directional Drilling
  - Open Cut
- Direction of Pull





**Legend**

- Parcel Limits
- City of Fort Lauderdale Parcel
- Directional Drill Pit
- Fusing & Pipe String
- Proposed Force Main Installation Method
  - Horizontal Directional Drilling
  - Open Cut
  - Direction of Pull



NE 25th Ave 30-inch FM (Fusing and Pipe String)

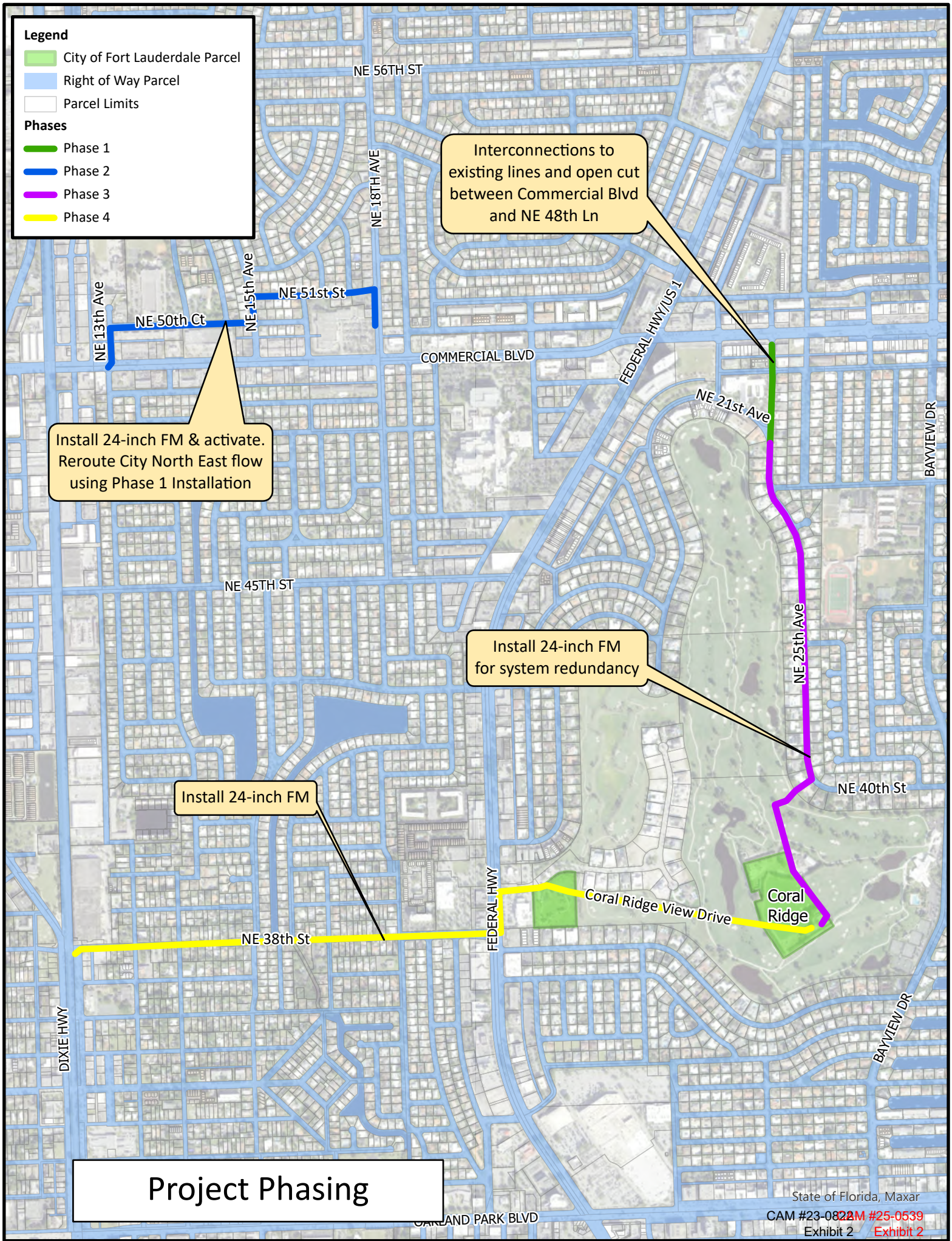


**Legend**

- City of Fort Lauderdale Parcel
- Right of Way Parcel
- Parcel Limits

**Phases**

- Phase 1
- Phase 2
- Phase 3
- Phase 4





## 6. History & Past Performance



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 101 of 149 Page 365 of 413



# HISTORY & PAST PERFORMANCE

JOB	DESCRIPTION	OWNER	OWNER'S CONTACT INFORMATION				SCOPE OF WORK	ESTIMATED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	START DATE	COMPLETION DATE
			NAME	ADDRESS	EMAIL	PHONE #					
21-FL.CSWM	CORAL SHORES SMALL WATER MAINS DESIGN BUILD RFP # 12390-906 PROJECT # P12463	CITY OF FT LAUDERDALE	SCOTT TESCHKY	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:STESCHKY@FORTLAUDERDALE.GOV">STESCHKY@FORTLAUDERDALE.GOV</a>	954-995-5552	DESIGN, PERMITTING AND CONSTRUCTION OF NEW WATER LINES VIA SHALLOW HORIZONTAL DIRECTIONAL DRILLING (HDD) AND OPEN CUT METHODS. RELOCATION OF EXISTING WATER METERS AND SERVICE LINES AND RESTORATION ASSOCIATED.	\$ 1,280,000	\$ 1,280,000	06/01/21	DECEMBER OF 2021
21-FL.B424	PUMP STA B-4 REDUNDANT FORCE MAIN DESIGN BUILD RFP 12470-416 P12567	CITY OF FT LAUDERDALE	AXEL RIVERA	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:AXRIVERA@FORTLAUDERDALE.GOV">AXRIVERA@FORTLAUDERDALE.GOV</a>	954-828-5124	DESIGN, PERMITTING, CONSTRUCTION, TESTING AND STARTUP OF ONE NEW 24" NOMINAL INTERNAL DIAMETER FORCE MAIN ALONG BAYVIEW DR UTILIZING HDPE PIPE. BY HORIZONTAL DIRECTIONAL DRILLING (HDD) AND INTERMEDIA CONNECTIONS TO EXISTING FORCE MAINS VIA OPEN-CUT FROM PUMP STATION B-4 TO NE 21ST ST. AND BAYVIEW DR.	\$ 2,682,197	\$ 2,682,197	07/05/21	JANUARY OF 2022
20-FL.WM16	DESIGN AND BUILD NEW RIVER 16" WM CROSSING CENTRAL NEW RIVER ALONG SE 1ST AVE	CITY OF FT LAUDERDALE	AXEL RIVERA	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:AXRIVERA@FORTLAUDERDALE.GOV">AXRIVERA@FORTLAUDERDALE.GOV</a>	954-995-5552	16-IN WM TO BE INSTALLED ALONG SE 1ST AVE INCLUDING A SUBAQUEOUS CANAL CROSSING UNDER THE NEW RIVER CANAL. WHICH WILL BE ACHIEVED VIA HORIZONTAL DIRECTIONAL DRILLING (HDD) AND CONNECTIONS TO BOTH ENDS OF THE PROJECT. TOTAL LENGTH OF THE PROJECT IS 800 LF +/- (600 LF OF HDD AND 200 LF OF OPEN CUT).	\$ 804,202	\$ 804,202	04/16/20	JUNE OF 2021
20-FL.DB48	DESIGN AND BUILD INSTALL NEW REDUNDANT 48" BYPASS LINE FORCE MAIN SOUTHSIDE	CITY OF FT LAUDERDALE	OMAR CASTELLON, P.E.	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:OCASTELLON@FORTLAUDERDALE.GOV">OCASTELLON@FORTLAUDERDALE.GOV</a>	954-857-4416	DESIGN, PERMITTING, CONSTRUCTION, TESTING AND STARTUP OF ONE NEW HDD 48" REDUNDANT BYPASS SEWER LINE, INCLUDING THE CONNECTIONS TO THE EXISTING PIPE(S) TO THE CITY OF FORT LAUDERDALE GTL WASTE WATER TREATMENT FACILITY.	\$ 28,908,007	\$ 28,908,007	01/24/20	JULY OF 2021
20-DM.MISC	WYNWOOD MJ SIMPSON	MJ SIMPSON						\$ -			
20-CG.COPS	COCOPLUM 1 SANITARY PUMP STA & FORCE MAIN UPGRADE	CITY OF CORAL GABLES	NOEL POLO	2800 SW 72 AVENUE, MIAMI, FL 33155	<a href="mailto:NPOLO@CORALGABLES.COM">NPOLO@CORALGABLES.COM</a>	305-733-0068 305-460-5022	CONSTRUCTION OF COCOPLUM 1 SANITARY SEWER LIFT STATION, INSTALLATION OF SANITARY SEWER BYPASS DURING CONSTRUCTION, INSTALLATION OF NEW HDPE WET WELL, VALVE VAULT, PIPES, FITTINGS, GENERATOR BUILDING, EMERGENCY GENERATOR, CONTROL PANEL, SCADA SYSTEM, TESTING AND START UP.	\$ 2,308,765	\$ 2,308,765	02/07/20	MAY OF 2021
20-BR.CCVM	COUNTRY CLUB VILLAGE WTR MAIN INFRASTRUCTURE UPGRADES BID NO 2019-029	CITY OF BOCA RATON	LAUREN BURACK	1401 GLADES ROAD, BOCA RATON, FL 33431	<a href="mailto:lburack@myboca.us">lburack@myboca.us</a>	561-866-7193	INSTALLATION OF APPROX. 24,000 LF 4" - 24" WATER MAIN IN COUNTRY CLUB VILLAGE NEIGHBORHOOD AND ALONG SW 18TH ST. DIRECTIONAL DRILL UNDER I-95.	\$ 5,670,195	\$ 5,670,195	04/21/20	DECEMBER OF 2021
19-MI.TIDE	CITYWIDE TIDAL VALVE INSTALLATIONS, 40-B193800	CITY OF MIAMI	KEITH A NG	444 SW 2nd Avenue, Miami, FL 33130	<a href="mailto:keithng@miamigov.com">keithng@miamigov.com</a>	305-416-1298	CONDUCTING VIDEO TAPING OF ALL 20 LOCATIONS, MANHOLE STRUCTURES AND PIPES, CLEANING ALL DRAIN STRUCTURES, PROVIDING ENGINEERING SIGN AND SEALED DRAWINGS FOR THE WORK INSTALLING TIDAL VALVES AT INITIAL 20 LOCATIONS.	\$ 2,156,876	\$ 2,156,876	06/13/19	JULY OF 2021
19-MI.TDE2	BISCAYNE BAY TIDAL VALVES & STORMWATER IMPROVEMENTS B193800	CITY OF MIAMI	KEITH A NG	444 SW 2nd Avenue, Miami, FL 33130	<a href="mailto:keithng@miamigov.com">keithng@miamigov.com</a>	305-416-1298	SCOPE OF WORK CONSISTS OF RETROFITTING APPROXIMATELY THIRTY (30) OUTFALLS TO ALLOW INSTALLATION OF ONE-WAY TIDAL VALVES THAT PREVENT TIDAL WATERS FROM BACKFLOWING THROUGH EXISTING DRAINAGE SYSTEM OUTFALLS.	\$ 1,465,236	\$ 1,465,236	03/10/19	AUGUST OF 2020
19-MI.SGSW	SPRING GARDEN PARK SEAWALL 601 NW 7TH ST SPRING GARDEN POINT PARK	CITY OF MIAMI	Nelson Cuadras	444 SW 2nd Avenue, Miami, FL 33130	<a href="mailto:ncuadras@miamigov.com">ncuadras@miamigov.com</a>	305-416-1254	SHORELINE CONCRETE BULKHEAD REPLACEMENT OF APPROXIMATELY 360 LF ALONG SEYBOLD CANAL. CONSTRUCTION OF A KAYAK RAMP AT SOUTH SHORELINE OF THE PARK ALONG THE MIAMI RIVER. REMOVAL OF THE RIP RAP REVENEMENT WITHIN THE KAYAK RAMP FOOTPRINT AND REWORKING OF THE RIPRAP ALONG THE SHORELINE +/- 80 LF FROM THE SOUTHEAST CORNER OF THE PROPERTY.	\$ 1,526,427	\$ 1,526,427	10/15/19	MAY OF 2021
19-MI.BAYW	BAYWALK EMERGENCY AA BOAT SHOW AMERICAN AIRLINES ARENA PO #1905066	CITY OF MIAMI	Carlos Vasquez	444 SW 2nd Avenue, Miami, FL 33130	<a href="mailto:cvasquez@miamigov.com">cvasquez@miamigov.com</a>	305-416-1206	INSTALLATION OF EMERGENCY BAYWALK FOR AMERICAN AIRLINES ARENA BOAT SHOW.	\$ 190,111	\$ 190,111	03/19/19	MAY OF 2019
19-MI.AAP3	AMERICAN AIRLINES ARENA PH 3 AA ARENA EAST SIDE	CITY OF MIAMI	Robert Fenton	444 SW 2nd Avenue, Miami, FL 33130	<a href="mailto:rfenton@miamigov.com">rfenton@miamigov.com</a>	305-416-1002	CONSTRUCTION OF THE NEW BAYWALK, INCLUDING DEMOLITION, EXCAVATION AND DISPOSAL, SUBGRADE PREPARATION, SIDEWALK INSTALLATION, PAYER AND RIVER ROCK INSTALLATION, LIGHTING, LANDSCAPING, IRRIGATION AND BAYWALK AMENITIES TO MATCH EXISTING AT MAURICE FERRE PARK.	\$ 1,364,375	\$ 1,364,375	04/19/21	01/04/22
19-MD.TERM	CRUISE TERMINALS B&C CONVERSION TO C WATERSIDE IMPROVEMENTS PORTMIAMI	MIAMI-DADE PORTMIAMI	JORGE PEREZ	1007 N. American Way, Suite 311, Miami, FL> 33132	<a href="mailto:jorge.Perez3@miamidade.gov">jorge.Perez3@miamidade.gov</a>	786-367-3783	CONSTRUCTION OF CONCRETE RUNWAYS ON AUGER CAST PILES WITH TIE-DOWNS, FURNISH AND INSTALL NEW DRAINAGE SYSTEM CONNECTED TO TWO (2) DEEP WELLS AND EMERGENCY OUTFALL, CONSTRUCTION OF 150 TON BOLLARDS WITH AUGER CAST PILES FOUNDATIONS, ELECTRICAL CONNECTIONS FOR NEW PASSENGER BOARDING BRIDGES, INSTALLATION OF NEW 12" WATER MAIN AND REPAIR AND RESTORATION OF AN EXISTING EGRESS STAIRS AT CONCOURSE AND NEW DOUBLE SWING DOORS IN CONCOURSE/SHED B.	\$ 4,338,560	\$ 4,338,560	06/14/19	SEPTEMBER OF 2021
19-MD.EM54	EMERGENCY REPAIRS TO 72" & 54" FORCE MAIN AT BISCAYNE BLVD & NE 156 ST	Miami Dade Water & Sewer Department	Alexis Valdes	3575 South Le Jeune Road, Miami, FL, 33133	<a href="mailto:alexis.valdes@miamidade.gov">alexis.valdes@miamidade.gov</a>	786-299-9008	EMERGENCY PIPE REPAIR OF A 72-INCH AND 54-INCH PRESTRESSED CONCRETE PIPE FOR SEWAGE FORCE MAIN DAMAGED BY A DIRECTIONAL DRILL CONTRACTOR AT BISCAYNE BLVD. AND NE 156 STREET.	\$ 4,424,443	\$ 4,424,443	02/22/19	FEBRUARY OF 2020
19-MD.EM48	EMERGENCY REPAIRS 48" RCP/IRON FORCE MAIN XING OLETA RIVER AT NE 163 STREET	Miami Dade Water & Sewer Department	Alexis Valdes	3575 South Le Jeune Road, Miami, FL, 33133	<a href="mailto:alexis.valdes@miamidade.gov">alexis.valdes@miamidade.gov</a>	786-299-9008	IMMEDIATE REPAIRS TO A BREAK ON THE 48-INCH RCP/IRON FORCE MAIN THAT CROSSES THE OLETA RIVER AT NE 163 STREET.	\$ 1,365,573	\$ 1,365,573	08/12/19	MAY OF 2020
19-MD.42BS	EMERGENCY 42" BYPASS & REDUNDANT PIPE RPO#P0231	Miami Dade Water & Sewer Department	Alexis Valdes	3575 South Le Jeune Road, Miami, FL, 33133	<a href="mailto:alexis.valdes@miamidade.gov">alexis.valdes@miamidade.gov</a>	786-299-9008	INSTALLATION OF 42" DUCTILE IRON WATER MAIN	\$ 4,984,536	\$ 4,984,536	09/16/19	FEBRUARY OF 2020
19-LW.LOWM	LAKE OSBORNE ESTATES WATER MAIN IMPROVEMENTS PHASE I	CITY OF LAKE WORTH BEACH	GILES RHOADS, P.E.	301 College Street, Lake Worth Beach, FL 33460	<a href="mailto:GRHOADS@LAKEWORTHBEACHFL.GOV">GRHOADS@LAKEWORTHBEACHFL.GOV</a>	561-889-3688	APPROX. 14,000 LF 4"-8" PVC WM, 4"-6" GATE VALVES, 280 WATER SERVICES AND 260 WATER SERVICES TRANSFER BACK TO FRONT.	\$ 2,968,000	\$ 2,968,000	09/09/19	APRIL OF 2021
19-FL.EM54	54" EMERGENCY RESPONSE TO 54" FORCE MAIN BREAK	CITY OF FT LAUDERDALE	OMAR CASTELLON, P.E.	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:OCASTELLON@FORTLAUDERDALE.GOV">OCASTELLON@FORTLAUDERDALE.GOV</a>	954-857-4416	EMERGENCY RESPONSE TO 54" FORCE MAIN BREAK WHICH INCLUDED INSTALLATION OF LINE STOPS, BYPASS, SEWAGE TANKER TRUCKS SERVICE, TEMPORARY AND PERMANENT REPAIRS TO 48-INCH FORCE MAIN, AND ABANDONMENT BY GROUT-FILLING THE EXISTING 54-INCH TARPON RIVER CROSSING.	\$ 10,912,592	\$ 10,912,592	12/10/19	APRIL OF 2020
19-FL.42EM	EMERGENCY REPAIRS 42" WM FIVEASH WATER TREATMENT PLANT	CITY OF FT LAUDERDALE	OMAR CASTELLON, P.E.	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:OCASTELLON@FORTLAUDERDALE.GOV">OCASTELLON@FORTLAUDERDALE.GOV</a>	954-857-4416	EMERGENCY REPAIR A DAMAGED 42" WATER MAIN THAT SUPPLIES RAW WATER FROM THE CITY'S WELLFIELDS INTO THE FIVEASH WATER TREATMENT PLANT	\$ 155,859	\$ 155,859	07/19/19	08/08/19
19-FL.42BV	42" BUTTERFLY VALVE REPLACEMENT CITY OF FT LAUDERDALE	CITY OF FT LAUDERDALE	OMAR CASTELLON, P.E.	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:OCASTELLON@FORTLAUDERDALE.GOV">OCASTELLON@FORTLAUDERDALE.GOV</a>	954-857-4416	REPLACE WITH NEW 42" BUTTERFLY VALVES AND FITTINGS, BACKFILLING & SITE RESTORATION AT 3501 PROSPECT RD AND 2850 NW 56TH CT.	\$ 132,583	\$ 132,583	10/16/19	02/10/20
19-BC.METR	REGIONAL MASTER METER IMPROVE BID PACK 1 POWWWE1900051	BROWARD COUNTY	Timothy O'neil	2555 West Copans Road, Pompano Beach, FL, 33069	<a href="mailto:ONEILTI@CDMSMITH.COM">ONEILTI@CDMSMITH.COM</a>	954-319-3076	INSTALLATION OF 24" FORCE MAIN & REGIONAL MASTER METER, INCLUDING TWO (2) 30" LINES TOPS WITH 24" BYPASS, 30" AND 24" FORCE MAIN PIPES AND FITTINGS, INSTALLATION OF METER VAULT AND VALVE VAULT, INSTALLATION OF 24" MASTER METER, CONTROL PANEL, ELECTRICAL SERVICE, TELEMETRY SYSTEM, START-UP, TESTING, SYSTEM INTEGRATION AND RESTORATION ASSOCIATED.	\$ 926,939	\$ 926,939	11/04/19	10/30/20
18-MI.SOLA	SOLAR LIGHTING MUSEUM PARK WALKWAYS PROJECT B-30538-G	CITY OF MIAMI	Carlos Vasquez	444 SW 2nd Avenue, Miami, FL 33130	<a href="mailto:cvasquez@miamigov.com">cvasquez@miamigov.com</a>	305-416-1206	CONSTRUCTION OF THE NEW BAYWALK, INCLUDING DEMOLITION, EXCAVATION AND DISPOSAL, SUBGRADE PREPARATION, SIDEWALK INSTALLATION, PAYER AND RIVER ROCK INSTALLATION, LIGHTING, LANDSCAPING, IRRIGATION AND BAYWALK AMENITIES TO MATCH EXISTING AT MAURICE FERRE PARK.	\$ 189,989	\$ 189,989	03/25/19	04/25/19
18-MI.MUPA	MUSEUM PARK PROMENADE PHASE IV PROJECT B-30538	CITY OF MIAMI	Carlos Vasquez	444 SW 2nd Avenue, Miami, FL 33130	<a href="mailto:cvasquez@miamigov.com">cvasquez@miamigov.com</a>	305-416-1206	SITE IMPROVEMENTS TO MIAMI MUSEUM PARK PROMENADE INCLUDING DEMOLITION, GRADING, PAVING, DRAINAGE, RETAINING WALLS, RETRACTABLE BOLLARDS, ADJUSTMENTS OF EXISTING STRUCTURES, SODDING AND FULL RESTORATION IN KIND.	\$ 1,611,226	\$ 1,611,226	02/02/18	NOVEMBER OF 2018



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 102 of 149 Page 366 of 413



## DAVID MANCINI AND SONS, INC.

## DESIGN, PERMITTING AND CONSTRUCTION EXPERIENCE

JOB	DESCRIPTION	OWNER	OWNER'S CONTACT INFORMATION			SCOPE OF WORK	ESTIMATED CONSTRUCTION	ACTUAL CONSTRUCTION	START DATE	COMPLETION DATE
18-MD.PORT	42" WATER MAIN, 10" FORCE MAIN, 30" HDD, 12"HDD, INSTALLATION OF VENTURI METER SYSTEM FOR WATER MAIN AND SANITARY PUMP STATION # 9141	MIAMI DADE WATER AND SEWER DEPARTMENT	GARY CLARKE	3071 SW 38th Avenue, Miami, FL 33146	<a href="mailto:Gary.Clarke@miamidade.gov">Gary.Clarke@miamidade.gov</a>	305-205-6980	18,600,000	18,600,000	03/21/18	AUGUST OF 2019
17-MD.EMG1	54" & 72" SS GATE VALVES NEAR GRIT CHAMBER BLDG OF PLANT #2	Miami Dade Water & Sewer Department	Miguel Hernandez	3575 South Le Jeune Road, Miami, FL 33133	<a href="mailto:miguel.hernandez@miamidade.gov">miguel.hernandez@miamidade.gov</a>	786-552-8803	1,293,052	1,293,052	03/31/17	JANUARY OF 2018
17-MD.AN48	F&I 48" WATER MAIN AREA N DB14-WASD-03 GARNEY PROJ #2227	GARNEY COMPANIES INC	DAN SMOLIK	1333 NW VIVIAN ROAD, KANSAS CITY, MO 64118	<a href="mailto:DSMOLIK@GARNEY.COM">DSMOLIK@GARNEY.COM</a>	321-221-2826	8,966,866	8,966,866	08/01/18	FEBRUARY OF 2021
17-MB.11ST	11th ST IMPROVEMENTS FLAMINGO PARK NEIGHBORHOOD PHASE II	CITY OF MIAMI BEACH, FL	OTNIEL RODRIGUEZ	1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	<a href="mailto:OtnielRodriguez@miamibeachfl.gov">OtnielRodriguez@miamibeachfl.gov</a>	305-673-7080	7,361,992	7,361,992	08/15/17	JUNE OF 2019
16-NM.HDD2	DESIGN BUILD 2-24" DIRECTIONAL DRILLS ON 131st ST	CITY OF NORTH MIAMI	CHUCKS OKEREKE, P.E.	1815 NE 150 STREET, NORTH MIAMI, FL 33181	<a href="mailto:cokereke@northmiami01.gov">cokereke@northmiami01.gov</a>	305-893-6511 ext 15002	604,242	604,242	02/02/16	APRIL OF 2017
16-MD.MA48	DESIGN, PERMITTING AND CONSTRUCTION OF 48" FORCE MAIN ALONG MIAMI AVENUE	Miami Dade Water & Sewer Department	JAMES FERGUSON, P.E.	3575 LEJUNE ROAD, MIAMI, FL 33146	<a href="mailto:james.ferguson@miamidade.gov">james.ferguson@miamidade.gov</a>	786-552-8756	22,012,999	22,012,999	09/01/16	JUNE OF 2019
16-MB.SWPS	DESIGN, PERMITTING AND CONSTRUCTION OF CONVENTION CENTER PUMP STATION LOCATED AT WASHINGTON AVENUE AND DADE BLVD	CITY OF MIAMI BEACH, FL	Bruce Mowry, P.E.	1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	<a href="mailto:BMOWRY@ATT.NET">BMOWRY@ATT.NET</a>	386-262-4943	5,398,019	5,398,019	08/08/16	SEPTEMBER OF 2018
16-FL.LASO	DESIGN, PERMITTING AND CONSTRUCTION OF 16" FM & 20" WM AT E. LAS OLAS BOULEVARD VIA HORIZONTAL DIRECTIONAL DRILL RFP 465-11765 POWPP161379	CITY OF FT LAUDERDALE	DANIEL LIZARAZO	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:DLIZARAZO@FORTLAUDERDALE.GOV">DLIZARAZO@FORTLAUDERDALE.GOV</a>	954-828-6982	3,038,406	3,038,406	07/26/16	MARCH OF 2017
15-MB.WA96	DESIGN, PERMITTING AND CONSTRUCTION OF 96" CULVERT ALONG WASHINGTON AVENUE AND 72" CULVERT AT THE SIDE STREETS	CITY OF MIAMI BEACH, FL	Bruce Mowry, P.E.	1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	<a href="mailto:BMOWRY@ATT.NET">BMOWRY@ATT.NET</a>	386-262-4943	2,724,988	2,724,988	11/03/15	APRIL OF 2016
15-MB.63WM	DESIGN PERMITTING AND CONSTRUCTION OF 20" WATER MAIN ALONG 63RD STREET WITH CONNECTIONS AT SIDE STREETS	CITY OF MIAMI BEACH, FL	Bruce Mowry, P.E.	1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	<a href="mailto:BMOWRY@ATT.NET">BMOWRY@ATT.NET</a>	386-262-4943	1,661,180	1,661,180	01/05/16	JANUARY OF 2017
15-MB.54FM	DESIGN, PERMITTING AND CONSTRUCTION OF 54"REDUNDANT SEWER FORCE MAIN, SANITARY SEWER PUMP STATION IMPROVEMENTS, ODOR CONTROL SYSTEM AND STORM SEWER, WATER MAIN AND SANITARY SEWER IMPROVEMENTS ALONG 11 STREET.	CITY OF MIAMI BEACH, FL	OTNIEL RODRIGUEZ	1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	<a href="mailto:OtnielRodriguez@miamibeachfl.gov">OtnielRodriguez@miamibeachfl.gov</a>	305-673-7080	17,822,731	17,822,731	07/10/15	DECEMBER OF 2018
15-FL.GRIT	GRIT CHAMBER REHABILITATION Lohmeyer Wastewater Treatment POW PP151181 Proj # 11876	CITY OF FT LAUDERDALE	RAYMOND NAZAIRE, P.E.	100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301	<a href="mailto:RNAZAIRE@FORTLAUDERDALE.GOV">RNAZAIRE@FORTLAUDERDALE.GOV</a>	954-828-8954	1,074,139	1,074,139	04/27/15	JANUARY OF 2016



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539

Exhibit 2 Exhibit 2

Page 103 of 149 Page 367 of 413



## 7. Price Proposal Form



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 104 of 149 Page 368 of 413



# 7. PRICE PROPOSAL FORM



## Section 7

### PRICE PROPOSAL FORM

#### DESIGN

#### **RFP # 99 Project 12383: DESIGN BUILD SERVICES FOR NE 25<sup>TH</sup> AVE 24-INCH FORCE MAIN REPLACEMENT**

1. Design Development	\$ 1,172,000.00
2. Construction Administration	\$ 614,000.00
SUB-TOTAL DESIGN COSTS	\$ 1,786,000.00

#### CONSTRUCTION

#### GENERAL

3. Mobilization/Demobilization	\$ 564,000.00
4. Bond/Insurance	\$ 186,000.00
5. Maintenance of Traffic	\$ 75,000.00
6. Site Restoration	\$ 774,000.00
7. FORCEMAIN (Includes all labor, equipment and materials)	
i. 30-inch HDPE DR 11/200 PSI Force Main by Open Cut, including fittings, air release valves from East Commercial Boulevard, south to Northeast 47th Street	\$ 1,050,000.00
ii. 30-inch HDPE DR 11/200 PSI Force Main by Horizontal Direction Drill (HDD), including fittings, air release valves and pits, from NE 47th Street to NE 40th Court	\$ 2,597,000.00

iii.	30-inch HDPE DR 11/200 PSI Force Main, including fittings, by Open Cut from NE 40th Court/25 <sup>th</sup> Avenue to Repump Station B	\$ <u>1,350,000.00</u>
iv.	Commercial Blvd Connection	\$ <u>245,000.00</u>
v.	NE 49 <sup>th</sup> Street Connection	\$ <u>474,000.00</u>
vi.	NE 48 <sup>th</sup> Lane Connections	\$ <u>79,000.00</u>
vii.	Repump Station B Connection	\$ <u>353,000.00</u>
8.	Valves (Includes all labor, equipment and includes materials)	\$ <u>223,000.00</u>
SUBTOTAL OF CONSTRUCTION COSTS		\$ <u>7,970,000.00</u>

**ALLOWANCES**

9.	Permit Fees	<u>\$300,000.00</u>
10.	Owner Contingency	<u>\$482,500.00</u>
11.	Specialized Golf Course Restoration	<u>\$150,000.00</u>

TOTAL PROPOSAL – Design, Construction, and Permit Allowance Costs (proposed "Contract Price"). Enter this figure in the Item Response Form, to indicate your total price.

Ten million six hundred eighty-eight thousand five hundred dollars

(AMOUNT IN WORDS)

\$ 10,688,500.00

(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are



- not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
  3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: David Mancini and Sons, Inc.

(Please Print)

By: \_\_\_\_\_

(Signature)

Name: David Mancini Jr.

(Typed or printed)

Title: Vice President , Secretary

Date Submitted: 06/27/2023

Address: 2601 Wiles Road , Pompano Beach, FL. 33073

[State] Contractor's License No.: CGC1506008 / CUC044220

Contractor's License Class: Certified General and Underground Utility



CITY OF FORT LAUDERDALE

## PRICE PROPOSAL FORM

### DESIGN

**RFP # 99 Project 12384: DESIGN-BUILD SERVICES FOR NE 38<sup>TH</sup> ST 42-INCH FM AND NE 19<sup>TH</sup> AVE 24-INCH FM REPLACEMENT**

1. Design Development	\$ 2,176,000.00
2. Construction Administration	\$ 1,063,000.00
SUB-TOTAL DESIGN COSTS	\$ 3,239,000.00

## CONSTRUCTION

### *GENERAL*

3. Mobilization/Demobilization	\$ 760,000.00
4. Bond/Insurance	\$ 329,000.00
5. Maintenance of Traffic	\$ 99,000.00
6. Site Restoration	\$ 1,036,000.00
7. FORCEMAIN (Includes all labor, equipment and materials)	
i. 20-inch (ID) FM Open Cut (Base Bid)	\$ 124,000.00
ii. 20-inch (ID) FM HDD (Base Bid)	\$ 405,000.00
iii. 42-inch (ID) FM HDD	\$ 10,981,000.00
iv. 42-inch (ID) Open Cut	\$ 2,994,000.00
v. NE 12th Avenue 20-inch x 20-inch Connection	\$ 310,000.00
vi. 20-inch to 20-inch and 42-inch to 20-inch Connection at NE 13th Avenue	\$ 452,000.00
vii. Two 8-inch Connections along NE 38th ST	\$ 233,000.00
viii. 42-inch to 16-inch Connection at NE 16th Avenue	\$ 270,000.00
ix. Connection 12-inch CIP to 42-inch east of NE 20th Ave	\$ 282,000.00
x. Connection at Repump Station B	\$ 433,000.00



8. 24-inch FM North of Commercial (NE 50th CT)	
i. 24-inch Open Cut FM from STA 0+00 To STA 35+50	\$ <u>2,585,000.00</u>
ii. Connection at Commercial and NE 13th Street (24-inch to 24-inch FM)	\$ <u>254,000.00</u>
iii. Connection to Discharge FM from LS on NE 18th Street	\$ <u>92,000.00</u>
9. Valves (Includes all labor, equipment and includes materials)	\$ <u>571,000.00</u>
SUBTOTAL OF CONSTRUCTION COSTS	\$ <u>22,210,000.00</u>

Bid Alternate 1. Relocation of Master Control Meter at NE 13<sup>th</sup> Avenue, including all piping, fittings, meter vault, valves and connection to new 42-inch FM

\$ 700,000.00

Bid Alternate 2. Removal of Bid Item 7-i. and 7-ii, and no relocation of the Master Control Meter at NE 13<sup>th</sup> Avenue

\$ 21,681,000.00

#### **ALLOWANCES**

10. Permit Fees	\$300,000.00
11. Owner Contingency	\$1,310,300.00
12. Specialized Golf Course Restoration	\$150,000.00

TOTAL PROPOSAL – Design, Construction, and Permit Allowance Costs (proposed "Contract Price"). Enter this figure in the Item Response Form, to indicate your total price.

Twenty-seven million two hundred nine thousand three hundred dollars

(AMOUNT IN WORDS)

27,209,300.00

\$

(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: David Mancini and Sons, Inc.

(Please Print)

By: 

(Signature)

Name: David Mancini Jr.

(Typed or printed)

Title: Vice President , Secretary

Date Submitted: 06/27/2023

Address: 2601 Wiles Road , Pompano Beach, FL. 33073

[State] Contractor's License No.: CGC1506008 / CUC044220

Contractor's License Class: Certified General and Underground Utility



## 8. Contract Forms



RFP # 99 NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement



CAM #23-0822M #25-0539  
Exhibit 2 Exhibit 2  
Page 111 of 149 Page 375 of 413



# 8. FORMS

		DAVIMAN-01  DAVIDL														
<b>CERTIFICATE OF LIABILITY INSURANCE</b>																
DATE (MM/DD/YYYY) <b>3/24/2023</b>																
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.																
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
<b>PRODUCER</b> Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	<b>CONTACT NAME:</b> Lori David <b>PHONE (A/C, No, Ext):</b> (407) 998-5581 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Lori.David@ioausa.com															
<b>INSURED</b>  David Mancini & Sons, Inc. 2601 Wiles Rd Pompano Beach, FL 33073	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: LM Insurance Corporation	33600															
INSURER B: Liberty Insurance Corporation	42404															
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b>																
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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> <b>Contractual Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	TB5-Z51-292589-033	4/1/2023	4/1/2024	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 - COMPIOP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000									
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED Auto Included <input checked="" type="checkbox"/> Non-Owned Auto Inc	X	X	AS7-Z51-292589-043	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$									
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$									
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>												
David Mancini & Sons, Inc. - FOR INFORMATIONAL PURPOSES ONLY 1000 NW 111 Avenue Miami, FL 33172				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> - A034287												

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LassiterWare LLC 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607	<b>CONTACT NAME:</b> Wendy Tyree <b>PHONE (A/C, No, Ext):</b> (800) 845-8437 <b>FAX (A/C, No):</b> (888) 883-8680 <b>E-MAIL ADDRESS:</b> wendyt@lassiterware.com														
<b>INSURED</b> Chen Moore and Associates, Inc. d/b/a CMA 500 W. Cypress Creek Road Suite 630 Fort Lauderdale FL 33309	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Crum &amp; Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td>INSURER B: Travelers Cas Ins Co of Amer</td><td>19046</td></tr><tr><td>INSURER C: Travelers Casualty &amp; Surety Co</td><td>19038</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Insurance Co	44520	INSURER B: Travelers Cas Ins Co of Amer	19046	INSURER C: Travelers Casualty & Surety Co	19038	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Crum & Forster Specialty Insurance Co	44520														
INSURER B: Travelers Cas Ins Co of Amer	19046														
INSURER C: Travelers Casualty & Surety Co	19038														
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 23-24 Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability	Y	Y	EPK142287	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	BA2W1500872247G	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							PIP-Basic \$ 10,000
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	EFX121958	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	DED RETENTION \$						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	UB2W148891	12/16/2022	12/16/2023	E.L. EACH ACCIDENT \$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Professional Liability (Claims-Made) Limits included with General Liability			EPK142287	01/01/2023	01/01/2024	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

David Mancini & Sons, Inc., all owners and architects are included as additional insured under the terms and conditions of the attached forms on the General Liability and Automobile Liability policies when additional insured status is required by written contract. Blanket Waiver of Subrogation is included as part of the General Liability and Automobile Liability policies and apply when required by written contract, provided the contract is executed prior to any loss. Cancellation: Thirty (30) days' notice except for Ten (10) days' notice for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

David Mancini & Sons, Inc. 2601 Wiles Road  Pompano Beach FL 33073	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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**TRENCH SAFETY**

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. Trench Box	LS	1	\$10,000	\$10,000
B.				
C.				
D.				
Total:				\$10,000

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 06/27/2023

(SIGNATURE)

STATE OF: Florida

COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David Mancini Jr.

(Name of Individual Signing)

David Mancini Jr.

who, after first being duly sworn by me,

David Mancini Jr.

affixed his/her signature in the space provided above on this

27th

day of June

, 20 23

NOTARY PUBLIC

My Commission Expires:

May 1, 2026







### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,


3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
n/a	n/a
_____	_____
_____	_____
_____	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

  
\_\_\_\_\_  
Authorized Signature  
**David Mancini Jr.**  
\_\_\_\_\_  
Name (Printed)

**VICE PRESIDENT / SECRETARY**  
\_\_\_\_\_  
Title  
**06/27/2023**  
\_\_\_\_\_  
Date

Rev 09-2022



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
Authorized Signature

**David Mancini Jr. Vice President**

Print Name and Title

**06/27/2023**

Date





**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: **RFP # 99**

**Project Description:**

Installation of NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **David Mancini & Sons, Inc.**

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: **Vice President**

Date: **06/27/2023**



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

DAVID MANCINI & SONS, INC  
2601 Wiles Rd.  
Coconut Creek, FL 33073

### SURETY:

*(Name, legal status and principal place of business)*

Travelers Casualty And Surety Company Of America  
1441 W. Long Lake Rd.  
Troy, MI 48098

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

*(Name, legal status and address)*

City of Fort Lauderdale  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: FIVE PERCENT OF BID AMOUNT (5%)

PROJECT: NE 25th Ave. 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this June 27, 2023.

(Witness)  
  
(Witness)

DAVID MANCINI & SONS, INC  
(Principal)

(Seal)

(Title)  
Travelers Casualty And Surety Company Of America  
(Surety)

(Seal)

Angelo G. Zervos, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Initial AIA Document A310™— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 061110





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Angelo G Zervos** of **SOUTHFIELD**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

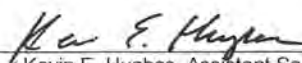
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **June**, 2023



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.





06-20-2023

## Bid Bond in Accordance with Contract Specifications

SFL06204021

David Mancini &amp; Sons, Inc.

Bond Number

Principal Name

2601 Wiles Road, Pompano Beach, FL, 33073, US

Principal Address

Principal Signature

City of Fort Lauderdale

100 North Andrews Ave, Fort Lauderdale, FL, 33301, US

Owner/Obligee Name

Owner/Obligee Address

### Bond Information

06-27-2023

Bid Date

Travelers Casualty and Surety Company  
of America

Surety

1265908485

Contractor Vendor ID Number

12383

Contract ID Number

RFP#99 Project 12383: Design Build Services for NE 25th Ave 24-Inch Force Main Replacement

Description of Job

FIVE PERCENT OF BID AMOUNT

Amount of Bid Security

Bid Security Maximum

5%

Bid Security Percentage

Michael G. Zervos

Attorney-in-Fact

Zervos Group, Inc.

Bond Entered and Executed By

Primary Agency

Attorney-In-Fact Signature

Know all men by these presents that Travelers Casualty and Surety Company of America, a Corporation duly organized under the laws of the State of CT, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.





## CONSTRUCTION BID CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) David Mancini And Sons, Inc.

Address: 2601 Wiles Road

City: Pompano Beach

State: FL

Zip: 33062

Telephone No.: 954-977-3556

FAX No.: 954-944-2040

Email: [bids@dmsi.co](mailto:bids@dmsi.co)

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

David Mancini

Name

President

Title

Fabio Angarita

Name

Vice President

Title

David Mancini Jr.

Name

Vice President / Secretary

Title

Richard Mancini

Name

Vice President

Title

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	06/01/2023	3	06/06/2023	5	06/02/2023
2	06/05/2023	4	06/16/2023		

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

David Mancini Jr.

Name (printed)

Signature

06/27/2023

Date

Vice President / Secretary

Title

## QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: David Mancini and Sons, Inc.

President David Mancini

Business Address:

2601 Wiles Road Pompano Beach, FL. 33073

Telephone: 954-977-3556

Fax:

954-944-2040

E-Mail Address:

bids@dmsi.co

What was the last project of this nature which you completed? Include the year, description, and contract value.

Emergency 54" Redundant Force Main, Emergency Design Build of 13,000 LF of 54" HDPE Pipe HDD and 2,000 LF of 54" HDPE Open Cut, R

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

CITY OF FT LAUDERDALE 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301 OMAR

City of Fort Lauderdale 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301 Rick Johnson

Miami Dade Water & Sewer Department 3575 LEJEUNE ROAD, MIAMI, FL 33146 -JAMES FERGUSON

How many years has your organization been in business? 12

Have you ever failed to complete work awarded to you; if so, where and why?

No

The name of the qualifying agent for the firm and his position is: DAVID MANCINI

Certificate of Competency Number of Qualifying Agent: 00-1650-W

Effective Date: 08/31/2020

Expiration Date: 08/31/2023

Licensed in: Florida

Engineering Contractor's License #

(County/State)

Expiration Date:



**NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.**

**NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.**

### QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

YES

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

- a) Asphalt
- b) Centerline
- c) Landscape
- d)
- e)
- f)
- g)

3. What equipment do you own that is available for the work?

Please see attached

4. What equipment will you purchase for the proposed work?

n/a

5. What equipment will you rent for the proposed work?

Fusing Machine

Fixed Asset ID	Equipment	Description	Make	Model	Year	Serial Number	Staff Assigned
	RENTAL STEVEN	RENTAL EQUIP STEVEN MANCINI				SN SN	
AIR COMPRESSOR							
128	AC200C	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	SN201608220006	
129	AC375A	AIR COMPRESSOR	SULLAIR	375HDP	2019	SN201812180018	
201	MAIRC6	AIR COMPRESSOR	SULLAIR	210HDPQ-C	2006	SN200607280058	
	MDIVE1	DIVE COMPRESSOR	SLOAN	DIVE COMPRESSOR		SNDC16	
	MDIVE2	DIVE COMPRESSOR	BROWNIES	CTD390B	2012	SN	
	AC200HD	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	SN201608230030	
	AC200HE	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	SN201608230017	
ATTACHMENTS							
	MC4C	PLATE COMPACTOR ATTCHMENT	NPK	C4C	2017	SN2N1372	
	MHB6	HAMMER	CATERPILLAR	B6 MHE	2020	SNHA602585	
	MHH63	JACK HAMMER ATTCH SKID STEER	CAT	H63		SNGL05185	
	M272SW	SKID STEER REVERSE SWEEPER	CATERPILLAR	BUL18	2020	SNLKB05516	
	MH130E	HAMMER	CATERPILLAR	H130E	2016	SNHHF00813	
189	MH55D2	HAMMER	CATERPILLAR	H55D8_304_SCR	2012	SN	
	SC272A	272 SWEEPER ATTACHMENT	SMITH CHALLENGE	SCM200	2018	SN	
	SC272B	272 SWEEPER ATTACHMENT	SMITH CHALLENGE	SCM 200	2018	SNBR-12-18-36	
	B306RIP	27" RIPPER ATTACHMENT	CATERPILLAR	MHE5	2020	SNBQ93962	
	B308RIP	34" RIPPER ATTACHMENT	CATERPILLAR	MHE8T	2020	SNBQ93961	
147	B50DX1A	B50DX1 BREAKER w/ BRACKET	JOHN DEERE	HP-750	2006	SN	
044	M262BA1	CAT BA18HYD 262C ATTACHMENT 1	CATERPILLAR	BA18HYD	2011	SNNA2N03251	
	B135EX37	B135 EX37 ROCK DRILL RIG	CATERPILLAR			SN	
	B304COUP	QUICK COUPLER for 304	CATERPILLAR	QC304_5CCR	2020	SNBQ90208	
152	B365BLPH	B365BL PIPE HOOK	KENCO	PH30000	2007	SN	
153	B365BLQC	B365BL ATTACHMENT				SNBTP10033	
	B470COUP	QUICK DISCONNECT FOR 470	PALADIN	JRB POWERLATCH	2015	SNARKRPLR92NTX30084	
	MTTRENCH	MT 30-50" TRENCH PAVER				SN	
	TILTROTA	TILTROTATOR PACKAGE	ENGCON	EC206	2019	SNBEC029618	
	TITLROTB	TILT ROTATOR	CATERPILLAR	TRS6 5T	2021	SNAS900330	
AUTOMOBILE							
	A19CHR	2019 TOYOTA C-HR	TOYOTA	C-HR	2019	SNNM7KHMBX2KR088809	LEYDIS
	A18EXP1	2018 FORD EXPLORER	FORD	EXPLORER	2018	SN1FM5K8GT5JGB97301	
	A18EXP2	2018 FORD EXPLORER	FORD	EXPLORER	2018	SN1FM5K8GT2JGB85350	FABIO ANGARITA
BROOM TRACTOR							
085	SJD520	BROOM TRACTOR	JOHN DEERE	5200	1995	SNLV5200E420555	
	BT2615B	BROOM TRACTOR	MASSEY FERG	MF2615	2013	SNFY814062	
236	BT2660A	BROOM TRACTOR	MASSEY FERGUSO	MF2660	2013	SNBX15020	
BUCKET							
148	B50DX1B	BUCKET - 50D CLEANOUT DITCHING	JOHN DEERE	ASI 4' BUCKET	2006	SN	
	BB30424	BUCKET - 24" f CAT 304	CATERPILLAR	24" BUCKET	2020	SNBQ90560	
	BB32560	BUCKET - 60" CAT 325	CATERPILLAR	BKT320F_60DC	2015	SNMH203317	
	B245G24B	BUCKET - 24" JD 245G	JOHN DEERE	24" ESCO XDP	2017	SNRH120919	
	B245G36B	BUCKET - 36" JD 245G	JOHN DEERE	ESCO XDP 36"	2017	SNRH120908	
185	B305E12A	BUCKET - 12" for CAT 305 5ECR	WERK BRAU	BKT304_5CCR_12W	2012	SN183151-1-4	
184	B305E24A	BUCKET - 24" for CAT 305 5ECR	CATERPILLAR	BKT304_5CCR_24		SN	
186	B305E40A	BUCKET - 40" for CAT 305 5ECR	CATERPILLAR	BKT304_5CCR_40D	2012	SN	
211	B328D24A	BUCKET - 24" for CAT 328D LCR	CATERPILLAR	328E	2013	SN3460877 or 3460882	
221	B328D48A	BUCKET - 48" for CAT 328D LCR	CATERPILLAR	48" BUCKET	2013	SNNBC08244	
	BB135G24	BUCKET - 24" C&P JD 135	C&P	24" SDR .571		SN	
	BB245G24	BUCKET - 24" JD 245	JOHN DEERE	24" BUCKET	2016	SN	
	BB245G36	BUCKET - 36" JD 245G	JOHN DEERE	36" BUCKET	2016	SN	
	BB308C24	BUCKET - 24" f CAT 308	CATERPILLAR	24" BUCKET	2020	SNBQ90558	
	BB308D18	BUCKET - 18" f CAT 308D	CATERPILLAR	18" BUCKET	2020	SNBQ90559	
154	BB312 60	BUCKET - 5 FT CAT 60"	CATERPILLAR	60" 312		SN312DC601002	
	BB321D24	BUCKET - 24" CAT 321	CATERPILLAR	24" QUEST	2015	SN	
190	BB321D42	BUCKET - CAT 42" GP for B321D	CATERPILLAR	BKT321D_42FMB	2012	SNBGPB-4903-42-0512	
204	BB321DPL	BUCKET - FLECO 42" for B321D	FLECO	BKT321D_42FLC	2012	SN39024	
156	MHYDCLAM	BUCKET - 8 FT HYD CLAMP	PEMBERTON			SN	
CEMENT MIXER							
	MCEM02	MULTIQUIP CONCRETE MIXER	MULTIQUIP		2015	SN	
	MCEM03	CONCRETE MIXER	TK	MC9	2018	SN3A9538M18H1168095	
COMBINATION BACKHOE/LOADE							
192	C420F1	LOADER/BACKHOE	CATERPILLAR	420F	2012	SNBKR00457	
065	L310SJ1	LOADER/BACKHOE - WHEEL	JOHN DEERE	310 SJ	2011	SNLT0310SJKB0200975	
CONCRETE SAW/SAWS							
	MSAWS	MISC SAWS CONCRETE/CHAIN				SN	
	BANDSAW	KLUTCH 7"x12" METAL BAND SAW	KLUTCH		2021	SN20080717	
098	CSHOND01	SAW 18" WALK BEHIND	HONDA	13HP DITEQ 18"	2011	SN000106D	
	M15HYS2	HYDRAULIC CHAIN SAW	ICS	890F4	2018	SN00015456	
019	M15HYSAW	SAW - 15" HYDRAULIC	PROFORCE	880 F4	2011	SN	
155	M18STSAS	STREET SAW - 18"	STOW	CD613H18		SN0303673	
DOZER							
115	D650H	DOZER	JOHN DEERE	650H	2002	SN70650HX897875	
	DD3K1	DOZER	CATERPILLAR	D3K2XL	2018	SNKF202415	
EXCAVATOR							
	B50G1	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	SNLFF050GXLGH283830	
	B50G2	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	SNLFF050GXPGH284841	
	B50G3	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	SNLFF050GXLGH284850	
234	B85GA	EXCAVATOR- w 24" bu, 42" c1 bu	JOHN DEERE	85G	2013	SNLFF085GXVDJ017083	
235	B135GA	EXCAVATOR	JOHN DEERE	135G	2013	SNLFF135GXPD400155	
	B245G1	EXCAVATOR	JOHN DEERE	245G LC	2016	SNLFF245GXTFE600911	
	B245G2	EXCAVATOR	JOHN DEERE	245G LC	2017	SNLFF245GXCGF800138	
	B27D21	EXCAVATOR	JOHN DEERE	27D ZTX	2011	SNLFF027DXDLA025571	
093	B321D2	EXCAVATOR	CATERPILLAR	321D LCR	2011	SNMPG00237	
	B325LA	EXCAVATOR	CATERPILLAR	325L	2020	SN7ELO0481	
	B325LB	EXCAVATOR	CATERPILLAR	325L	2020	SN7ELO0479	
	B328DA	EXCAVATOR	CATERPILLAR	328D LCR	2013	SNMMX00449	
206	B365BL	EXCAVATOR	CATERPILLAR	365BL	2002	SN9T200512	
092	B470GA	EXCAVATOR	JOHN DEERE	470G	2015	SNLFF470GXJEE471106	
	B3027D1	EXCAVATOR MINI	CATERPILLAR	302_7DCR	2020	SNLJ701963	
183	B3055E1	EXCAVATOR	CATERPILLAR	305_5ECR	2012	SNFKY00533	
	B3067A1	EXCAVATOR - MINI	CATERPILLAR	306	2020	SN6G600148	
	B3067A2	EXCAVATOR - MINI	CATERPILLAR	306 07A	2021	SN6G604055	
	B308E21	EXCAVATOR - MINI	CATERPILLAR	308 E2	2019	SN6G800585	



	Fixed Asset ID	Equipment	Description	Make	Model	Year	Serial Number	Staff Assigned
		B335FL1	EXCAVATOR	CATERPILLAR	335FLCR	2018	SNFTKNE10275	
FORKLIFT		FP360	FORKLIFT	HOIST	P360LC#48	2012	SN29457	
GENERATOR		G06KOH	GENERATOR	KOHLER	60RE02JB	2006	SN212133B	
	094	GNCH11	2200/2400 W GENERATOR	CHICAGO	5.5 HP 2.2/2.4K	2011	SN	
	108	MLITE1	LIGHT TOWER, TOWABLE SM	MAGNUM	MLT3060	2005	SN51816	
		MLITE2	LIGHT TOWER w/TRAILER	WACKER NEUSON	LTN6	2017	SN5XFLN0517HN000524	
		MLITE3	LIGHT TOWER	WACKER NEUSON	LTV6K	2020	SN5XFLV0418LM002086	
		MLITE4	LIGHT TOWER	WACKER NEUSON	LTV6K	2020	SN5XFLV0416LM001986	
		GFUSION	GENERATOR	CUMMINS POWER G	DGFB-5770080		SN6060951105	
		HYDRPOWR	HYDRAULIC POWER UNIT	BRIGGS-VANGUARD	35HP	2020	SN163862	
GRADER	191	G120H1	GRADER	CATERPILLAR	120H NA	2000	SN4MK00726	
LOADER		L922B	LOADER	CATERPILLAR	922B	1966	SN94A1982	
	187	L272D1	LOADER - SKID STEER	CATERPILLAR	272DXHP	2012	SN8HY00269	
		L272D3	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	SNMD200564	
		L272D4	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	SNMD200565	
		L272D5	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2018	SNMD200950	
		L272D6	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2019	SNMD200989	
		L272D7	LOADER - SKID STEER	CATERPILLAR	272D3	2020	SNMJ200563	
		L272D8	LOADER - SKID STEER	CATERPILLAR	272D3XE	2020	SNMJ200614	
	226	L624KA	LOADER - WHEEL	JOHN DEERE	624K	2013	SNLDW624KZCDE651292	
		L624KB	LOADER - WHEEL	JOHN DEERE	624K	2016	SNLDW624KZVGF674501	
		L624KC	LOADER - WHEEL	JOHN DEERE	624K	2016	SNLDW624KZEGF674973	
	064	L924H1	LOADER - WHEEL	CATERPILLAR	924H	2011	SN092HLXKC02173	
		L926MA	LOADER - WHEEL	CATERPILLAR	926M	2017	SNLTE04174	
	083	L938G1	LOADER - WHEEL	CATERPILLAR	938G II	2004	SNRT800746	
	052	L938H1	LOADER - WHEEL	CATERPILLAR	938H	2011	SNMCC00374	
		L938M1	LOADER - WHEEL	CATERPILLAR	938M	2018	SNJ3R05312	
		L938M2	LOADER - WHEEL	CATERPILLAR	938M	2020	SNJ3R07486	
		L938M3	LOADER - WHEEL	CATERPILLAR	938M	2020	SNJ3R07665	
	207	L950KA	LOADER - WHEEL	CATERPILLAR	950K	2013	SNR4A01321	
MISCELLANEOUS EQ		MARCH	ARCH SPREADER	ARCH	SPREADER		SN9409630	
	117	MCAGE	CUSTOM PERSONNEL CAGE	LAKE SHORE IND	M32	2016	SNJ-6132	
		M08MOB	MERCURY 8HP OUTBOARD	MERCURY	ME 8MH 4S	2015	SNR672463	
	210	M10JOB	JOHNSON 10 OUTBOARD				SN	
	209	M60YOB	YAMAHA 60 OUTBOARD			2013	SN	
		MDOLLY	(4) PIPE DOLLIES			1994	SNSEE ATTACHED	
	239	MIBEAM	I BEAMS				SN	
		MPIG48	BARE FOAM FIG 48" HEAVY DENSIT	PIGS UNLIMITED	HBDD48	2020	SN	
	008	MSCAM1	SEAVIEW CAMERA	SEAVIEW			SN	
	059	MSTEEL	STEEL PLATES	Steel Plates			SNsee File Attachment	
		MV160M	LUBEMATE V160	AMERICAN EAGLE	V160M LUBE MATE	2020	SNUSE ON TMF13A	
		MWELD2	WELDER	TRAILBLAZER	325	2019	SNMK171701R	
		MWHEEL	(2) WHEEL WEIGHER	HAENNI	WL101		SN	
		ARROWBD	ARROW BOARD	15 LIGHT		2018	SN	
		MBORING	3" PNEUMATIC BORING TOOL	VEMREER	VPT300	2019	SN312716	
		MFUSION	FUSION 1-3" MACHINE	MCELROY		2013	SNCS9082	
		MIBEAM1	(14) STEEL IBEAMS	MEDLEY STEEL			SN	
		MWELD1	MIG WELDER	MILLER MATIC	252	2017	SNMH360109N	
	112	MCFETRA	OFFICE TRAILER 12x60				SN	
		MSTEEL1	STEEL PLATES - 5 ea. 20'x8'				SN	
		MTAPKIT	FEED TAP 3/4-2" PIPE KIT	REED MANUFACTUR		2017	SN	
		MTFRAC1	FRAC TANK 21K GAL	MODERN	FAVTL5M	2003	SNCFVP2086L	
		M24CLAMP	24" QUICK CAM REPAIR CLAMP			2019	SNSEE NOTES	
		MDATALOG	DATALOGGER 6 PACKAGE	MCELROY		2020	SN	
		MDIAGT00	CAT DIAGNOSTIC SOFTWARE				SN	
		MFUSION3	54" BUTT FUSION MACHINE	SUDA		2020	SNCHINA	
		MFUSION4	ROLLING 618 12"-18" MACHINE	MCELROY	No. 618	2020	SN	
		MFUSION5	ROLLING 28 2"-8" FUSION MACHIN	MCELROY	No. 28	2020	SNCL04566	
		MFUSION6	1"-4" FUSION MACHINE	MCELROY	PITBULL 14	2021	SNCS99650	
		MJONBOAT	ALUMINUM JON BOAT	ALUMACRAFT	1232	2019	SNACBR1035E919	
		MNUCAUG	NUCLEAR DENSITY GAUGE				SN	
PUMP		P4DIA	PUMP - 4" DOUBLE DIAPHRAGM	MWI	DDP004V	2018	SN4DD-1024	
		P6PVA	PUMP - 6" VAC ASST	PIONEER	PP66S12L71	2016	SNPP27352	
		P6PVB	PUMP - 6" VAC ASST	PIONEER	PP66S12L7	2020	SN19L19-15-00006Z	
	120	P8PVA	PUMP - 8" VAC ASST TRASH PUMP	PIONEER	PP88S12	2004	SN3031	
		PJETA	PUMP - 4" JET PUMP	COMPLETE	3JP-D4T-F	2016	SN9515	
	121	PJETC	PUMP - 4" JET PUMP	COMPLETE	DEWATERING	1998	SN8098	
	178	MWPSYS	WELL POINT SYSTEM - MISC				SN	
	134	PHUD6	PUMP SYSTEM	DS PERKINS	1104.44-1204		SNDB-1104.44-1204	
	135	FWP10A	PUMP - 10" WELLPOINT PUMP	6068DF150B	2JDXL06.8016	2002	SNFE6068D02027	
		PHYDHA	PUMP 6" HYDRAULIC	HOLLAND	H6TMS	2020	SNDBS-TD3.624-1423	
		PHYTORCA	HYDRAULIC PUMP w/TORQUE WRENCH	HYTORC	HY-115-2	2021	SNK2FI2022-016	
PRESSURE WASHER	241	MPRESS1	PRESSURE WASHER	Norstar			SN	
		MPRESS2	PRESSURE WASHER	BE PRESSURE SUP	B316HAS	2020	SNB-GCAAA-2969776	
ROLLER/PLATE TAMPER		M1008A	COMPACTOR - REVERSIBLE PLATE	BOMAG	BPR100/80D	2015	SN101692761003	
		M1008B	COMPACTOR - REVERSIBLE PLATE	BOMAG	BPR100/80D	2015	SN101692761009	
		M2550A	COMPACTOR - SINGLE DIRECTION	BOMAG	BP25/50	2021	SN101230451043	
		M5055A	COMPACTOR - REVERSIBLE COMPACT	BOMAG	BPR50/55 DE	2019	SN101692401090	
	230	MWAT01	COMPACTOR - VIB PLATE DIESEL	HATZ	B140 22"	2013	SNY-3940	
	131	MWULF3	COMPACTOR	MULTI QUIP	MVH406	2006	SN1074	
	132	MWULF6	COMPACTOR	MULTI QUIP	MVH406DS2		SNR-17111	
		MVH408	COMPACTOR - REVERSIBLE PLATE	MULTIQUIP	MVH-408D2	2017	SNB1424	
		RB124C	ROLLER	BOMAG	BW124DH-40	2017	SN861832131116	
		RB124D	ROLLER	BOMAG	BW124DH-5	2018	SN861586571052	
	233	RCB22A	COMPACTOR	CATERPILLAR	CB22	2013	SN22001340	
	041	RCB24A	COMPACTOR	CATERPILLAR	CB24	2011	SN24001324	
	182	RCB24B	COMPACTOR	CATERPILLAR	CB24	2012	SN24002362	
		RS502I	VIBRATORY RAMMER	WACKER	RS502i	2016	SN24296030	
		RS602I	JUMPING JACK TAMPER	WACKER	RS602I	2017	SN24348966	
		RCS140A	ROLLER - STEEL DRUM	DYNAPAC	CS1400N	2019	SN10000514LJA022118	
		RQ800GS	ROLLER WALK BEHIND	MULTIQUIP	MRH800GS	2019	SNR-1376	

	Fixed Asset ID	Equipment	Description	Make	Model	Year	Serial Number	Staff Assigned
DUMP TRUCK		TDML7A	MACK DUMP TRUCK	MACK	GU813	2017	SNLM2AX13C74HMO36988	RAMIRO
		TDML9A	MACK DUMP TRUCK	MACK	GR64F	2019	SNLM2GR2GC1RM004632	
		TDML9B	MACK DUMP TRUCK	MACK	GR64B	2019	SNLM2GR2GCXKM006881	
FLATBED/FUEL TRUCK	180	TFF99A	1999 FUEL LUBE TRUCK	PETERBILT	330P	1999	SNLNPNNH27X7S496414	MEMBLU
		TMF13A	FREIGHTLINER MOT FLATBED	FREIGHTLINER	SPRINTER	2013	SNMDFPF4CC6D9556561	
	219	TMH13A	MACK LOWBOY TRUCK	MACK	CHU613	2013	SNM1MAN07Y3DM014152	CARLOS
TRAILER	242	T05TON	TRAILER - MOBILE TL for Rt450	MOBILE TRAILER	FM1410	2006	SNLM98F142861553455	
		T09TON	TRAILER 9 TON	EAGER BEAVER	B9DOW 9 TON	2017	SN112DPM295HL082076	
	090	T25TON	TRAILER 25 TON	EAGER BEAVER	25XPT	2006	SN112HAX35XGLO71863	SHOP
	081	T06HO	TRAILER - 2006 HORIZON	HORIZON		2006	SNSE2B1101361026106	SHOP
	175	TTACKA	TACK TANK TRAILER	LEEBOY	L250T	2012	SNLB9AA1115B1309496	SHOP
	068	TB07A	TRAILER - 2007 BELI	BELI	BELNB12 2EP	2007	SN16JF0162771043186	SHOP
	215	TTFO5A	TRAILER - FONTAINE	FONTAINE		2005	SN13N14830351523951	SHOP
		TK13A	TRAILER - TRAIL KING	TRAIL KING	TK110HDC-513	2013	SN1TKJ05137BM072235	SHOP
	216	TR05A	TRAILER - REIT	REIT		2005	SNLRMPT48AX5R013867	SHOP
	243	TTV04A	TRAILER - VERMEER for Rt450	VERMEER		2004	SNLVRZ111H641000406	
	195	TTW03A	TRAILER WANCO	WANCO	WTS P55	2003	SN5F1S101131000373	SHOP
	173	TTZ1P3	ASPHALT ZIPPER TRAILER	WILLIAMSON OCEA	BT001	2011	SN109FS0821BU021866	
		T05TONA	TRAILER 9 TON	EAGER BEAVER	B9DOW9	2020	SN112DP299LL084678	
		T25TONA	TRAILER 25 TON	EAGER BEAVER	25XPT	2019	SN112HAX371K1083430	
		T25TONB	TRAILER 25 TON	EAGER BEAVER	25XPT	2021	SN112HAX376ML085113	
		TCARGO1	TRAILER CARGO	CONTINENTAL	7'x14'	2021	SN5NHUNS42XMU131040	
		TCARGO2	TRAILER CARGO	CONTINENTAL	7'x14'	2021	SN5NHUNS42XMU131040	
		TOFFICE	20' OFFICE TRAILER	OFFICE	CONTAINER		SN	
	151	TTANDS1	2021 ANDS TRAILER	ANDS	TRAILER	2003	SNWYMBN18273C013104	SHOP
	016	TIMEOUT3	TRAILER - JUPITER TIMEOUT2	CONTINENTAL		2014	SNLZJBB3121EM082646	
		TOFFICE2	OFFICE TRAILER 12x60				SN	
PICKUP	175	MTACKA	TACK TANK	LEEBOY	L250T	2012	SN07496	
		TPC15A	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	SNLGGCUCUEG8FZ127362	
		TPC15B	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	SNLGGCUCUEG2F2119547	CONRAD HICKS
		TPC15C	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	SNLGGCUCUEG5FZ121812	DENROY GAYLE
		TPC16A	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	SNLGGCUCUEGXGZ406077	DERICK CURRY
		TPC16B	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	SNLGGCUCUEG3GZ357011	NAMIQUE ANDERSON
		TPC16C	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	SNLGGCUCUEG6GZ359496	NATE SMITH
		TPC17A	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	SNLGGCUCUEG7H285736	RANDY GONZALEZ
		TPC17B	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	SNLGC1KWEYXHF206662	RICHARD
		TPC18A	2018 CHEVY COLORADO	CHEVY	COLORADO	2018	SNLGCBSBEA5J1173616	SHOP
		TPC18B	2018 CHEVY SILVERADO	CHEVY	SILVERADO	2018	SNLGC1KXEY2JF205677	RYAN KALTZ
		TPC19A	2019 CHEVY SILVERADO	CHEVY	SILVERADO	2019	SNLGGC2CREG2K1229278	AARON DORAH
		TPC19B	2019 CHEVY SILVERADO	CHEVY	SILVERADO	2019	SNLGGC2CREG4K1231517	TOMMY WOOLLEY
		TPC19C	2019 CHEVY SILVERADO	CHEVY	SILVERADO	2019	SNLGGC2CREGK1229772	BOBBY GAYLE
		TPC20A	2020 CHEVY SILVERADO	CHEVY	SILVERADO	2020	SNLGGCPWCED1L6183905	BUD WILLIAMS
		TPC20B	2020 CHEVY SILVERADO	CHEVY	SILVERADO	2020	SNLGGCPWCED3L6132373	ALEJANDRO
		TPC20C	2020 CHEVY SILVERADO	CHEVY	SILVERADO	2020	SNLGGCUTBEFUL2164867	MATT HODGE
		TPC21A	2021 CHEVY SILVERADO	CHEVY	SILVERADO	2021	SNLGGCPYFEDRMS421911	EVELIO
	035	TPD11A	2011 DODGE RAM 1500	DODGE	RAM 1500	2011	SNLDR7V1CT558549050	LEBENE
	073	TPD11D	2011 DODGE RAM 1500	DODGE	RAM 1500	2011	SN3D7LP2EL0BG596819	
	203	TPD12A	2012 DODGE RAM 1500	DODGE	RAM 1500	2012	SNL6ERD7PTXCS293751	IAFFRE
	218	TPD13A	2013 Dodge 2500 Pickup	Dodge	2500	2013	SN3CE6L44L5DG590420	COOKCO
		TPD19A	2014 DODGE RAM 1500	DODGE	SILVERADO	2014	SNL6RR7WF3E470049	LEBENE
		TPD15A	2015 DODGE RAM 2500 MEGACAB	DODGE	RAM 2500	2015	SN3CEURS1ML0FG605476	DAVID JR
		TPD15B	2015 DODGE RAM 1500	DODGE	RAM 1500	2015	SNL6RR6HTXFS608711	DAVID HEARN
		TPD19A	2019 DODGE RAM 3500	DODGE	RAM 3500	2019	SN3C7WRSAL3KG668705	
		TPD21A	2021 DODGE RAM 1500	DODGE	RAM 1500	2021	SNL6ERREJ7J1MN544123	EARNIE
	105	TPF01B	2001 FORD F-250	FORD	F-250	2002	SNLFTNF20L11ED49991	SHOP
		TPF04B	2004 FORD F250 PICKUP	Ford	F-250	2004	SNLFTNF20L04ED25620	MILLTR
	005	TPF09A	2009 FORD F-150	FORD	F-150	2009	SNLFTPM12VW9FA91591	HUNTTR
		TPF17A	2017 FORD F-150	FORD	F-150	2017	SNLFTFWE1EG8HFA1536	HUNTTR
	007	TPL08A	2008 LAND ROVER	LAND ROVER	RANGE ROVER	2008	SNLSALSH23448AA14772	DOMIAL
	228	TPT14A	2014 TOYOTA TUNDRA 4x2	TOYOTA	TUNDRA 4x2	2014	SN5TFRY5F12EX151059	LOUJVE
		TVCI4A	2014 CHEVY VAN	CHEVY	2500 VAN	2014	SNLGCWGGA6E1161209	HEWLCL
	205	TVG03A	2003 GMC SAVANNA 2500 VAN	GMC	SAVANNA 2500	2003	SNLGTFG29T431134331	HEWLCL
TRUCK/TRACTOR		TJV09A	2009 INT'L VAC TRUCK	INTERNATIONAL	VAC CON VPD3611	2009	SNLHTWHAAT49J174519	
	214	TMH13A	MECHANIC TRUCK	DODGE	RAM 5500	2019	SN3C7WMBN180G520465	SHOP
		TMF19A	MECHANIC TRUCK	FORD	F550 SUPER DUTY	2019	SNLFDXSHXTXKED01772	
TRENCHER	060	TMF95A	MECHANIC TRUCK	FORD	F-800	1995	SNLFDWF80C75VA07613	LOUJVE
WATER TRUCK		TMF11A	2011 FORD WATER TRUCK	FORD	F750-2KW	2011	SN3F8WPF7FA5BV557274	
	091	TMF88A	WATER TRUCK	INTERNATIONAL	S-1900	1988	SNLHTLKE3B0JH590065	BARUTE
TRENCHER		TWS03A	2003 STERLING WATER TRUCK	STERLING	M7500	2003	SNZF2AAKAK33AL05758	
		TMMS500	500 GAL WATER WAGON	MULTIQUIP	WT5C	2020	SN55647	
ASPHALT ZIPPER/COLD PLANE	172	M24MIL	COLD PLANNER	CATERPILLAR	PC206	2012	SNDDG000981	
	231	M30MIL	COLD PLANNER	CATERPILLAR	PC408B	2013	SNKCP00187	
		M40MIL	COLD PLANNER	CATERPILLAR	PC310B 40"	2018	SNLZP00890	
	049	MBS70A	VIBRATORY HAMMER		BS7021	2011	SN	
		MCUT30	30" CUTTER HEAD				SNK002044	
	232	MPAVE1	ASPHALT PAVER	MAULDIN	1550D	2013	SNV722L50TK9Y202722	
	133	MPAVE3	ASPHALT PAVER	INGERSALL	575T	1996	SN	
	173	MZIFE3	ASPHALT ZIPPER w/ TRAILER	ASPHALT ZIPPER	AZ500B	2012	SN500000593	
		MZIFE4	ASPHALT ZIPPER w/ TRAILER	ASPHALT ZIPPER	AZ480	2001	SN109FS10191U021878	
		MZIFE5	ASPHALT ZIPPER	ASPHALT ZIPPER	AZ-500B	2018	SN50000427R	
STORAGE		M30M1A	COLD PLANNER	CATERPILLAR	PC408B	2020	SNMFP00171	
	099	MWPCMP1	COMPACTOR SM GAS WACKER PLATE	WACKER PLATE	COMPACTOR		SN6684107	
	069	MCONK1	CONX 20' CONTAINER	CONX	2082 613301	2011	SN2037988MSG	
	070	MCONK2	CONX 20' CONTAINER	CONX	2082 615671	2011	SN2107067MSG	
	071	MCONK3	CONX 20' STANDARD TRI DOOR	CONX	2028 618914	2011	SNES20V8S2093	
	160	MCONK4	CONX 8' x 12' RMI	CONEX	105 221863	2007	SNRSSU600006	
	161	MCONK5	CONX 8' x 12' RMI	CONEX	105 221864	2007	SNRSSU600009	
	223	MCONK6	CONX 8' x 12	CONEX		2013	SN	
STORAGE		STOREMER	10' STORAGE CONTAINER	PACVAN	EMERGENCY JOBS	2020	SNZ717830	
		STORFUST	10' STORAGE CONTAINER	PACVAN	FUSING EQUIP	2020	SNZ717825	



	Fixed Asset ID	Equipment	Description	Make	Model	Year	Serial Number	Staff Assigned
TANKS	084	MFUEL1	FUEL TANK	YOUNG	500 GALLON		SN14278	
		MTANK3	SEDIMENT TANK 5000 GAL	VESTEK	5K-SED-TANK	2018	SNW180415	
		MTANK4	SEDIMENT TANK 3000 GAL	SPEEDSHORE	SDT-0614-3000	2015	SNNONE	
LASER	114	L01C	LASER - PIPE LASER	TOPCON	TP-L4G	2001	SNWD0221	
	066	LTPL4A	LASER	TOPCON	TP-L4BG	2011	SNWH2587	
	199	LTPL4B	LASER - PIPE LASER	TOPCON	TP-L4BG	2012	SNWH2783	
	240	LTPL4C	LASER - PIPE LASER	TOPCON	TP-L4B	2014	SNWG9778	
		LSDG711	LASER - PIPE LASER	SPECTRA PRECISI	DG711-3	2015	SN	
ROCK BOX	109	M4YDRB	ROCK BOX - 4 YARD				SN	
	110	M5YDRB	ROCK BOX - 5 YARD				SN	
		M7YDRB	ROCK BOX - 7 YARD				SN	
		M9YDRB	ROCK BOX - 9 YARD			2017	SN33033	
	150	M20YDRB	ROCK BOX - 20 YARD	EFFICIENCY	SM-EWHD-24	2005	SN128386	
TRENCH BOX	140	TB4620	TRENCH BOX - 4 x 6 x 20	PRO-TEC	PRO4-620D		SN15008	
	176	TB6416	TRENCH BOX - 4 x 6 x 16				SN	
	244	TB6824	TRENCH BOX - 6 x 8 x 24	Efficiency	HT6-824	2014	SN147098	
	141	TB8928	TRENCH BOX - 8 x 8 x 28	SPEED SHOR	T3-0828DWSKE		SN42596	
		TB8X12	TRENCH BOX - 8 x 12	XTERRA	XTS-GM-812KE	2020	SNKTS20350	
		TB8X16	TRENCH BOX - 8 x 16	XTERRA	XTS-GM-816KE	2020	SNKTS20362	
		TJACKS	TRENCH JACKS SHORING SYSTEM	NTS		2018	SN	
	177	TB4620A	TRENCH BOX - 4 X 6 X 20				SN130221	
		XTS6M824	TRENCH SHIELD 8 x 24	XTERRA	XTS-6M-824	2018	SNKTS180531	



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.1

DATE: 06/01/2023

This addendum is being issued to give access to Microsoft Teams Link for pre-proposal meeting on June 5, 2023 @ 10:00 AM.

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 222 402 394 285

Passcode: XaLJ9g

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

+1 954-686-7296, 656877634# United States, Fort Lauderdale

Phone Conference ID: 656 877 634#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

---


All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.

(Please print)

Bidder's Signature: David Mancini Jr. 

Date: 06/27/2023





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.2

DATE: 06/05/2023

This addendum is being issued to add Exhibits C-M

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.

(Please print)

Bidder's Signature: David Mancini Jr.

Date: 06/27/2023



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.3

DATE: 06/06/2023

This addendum is being issued to amend Section 7 – Price Proposal Forms for Project #s 12383 & 12384 – See Attachment 10


All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.

(Please print)

Bidder's Signature: David Mancini Jr. 

Date: 06/27/2023





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.4

DATE: 06/16/2023

Provides response to the following Question:

Can you please provide as to what specific area of Mangurian Park is available for storage and construction?


Response:

*Attached please see the laydown space for storage and construction. If additional laydown space is needed it may be negotiated with the Parks and Recreational Department at the time of construction.*

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.  
(Please print)

Bidder's Signature: David Mancini Jr. 

Date: 06/27/2023



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.5

DATE: 6/2/2023

Adds additional files:

- Updated Price Proposal Forms
- Asbuild information for flow meter to be relocated as an alternative pay item – Oaklandpark2 pdf, “10 of 19 TIF” and “19 of 19 TIF”

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.

(Please print)

Bidder's Signature: David Mancini Jr.

Date: 06/27/2023



**REFERENCES**

A minimum of three (3) references shall be provided:

**1. Company Name:** Miami Dade WASD

3575 South Le Jeune Road, Miami, FL. 33133

Address:

Contact: Alexis Valdes

Phone #: 786-299-9008

Email: alexis.valdes@miamidade.gov

Contract Value: 4,424,443.00

Year: 2020

Emergency repairs to 72" and 54" Force Main at Biscayne Blvd and NE 156th Street

Description:

**2. Company Name:** Miami Dade WASD

3575 Le Jeune Road, Miami, FL. 33133

Address:

Contact: Gary Clarke

Phone #: 305-205-6980

Email: gary.clarke@miamidade.gov

Contract Value: 18,500,000.00

Year: 2019

"INSTALLATION OF 9,000 LF OF 42" D.I. WATER MAIN AND 5,000 LF 10" FORCE MAIN BETWEEN THE INTERSECTION OF BISCAYNE BLVD AND NE TH ST TO PORT OF MIAMI AND PUMP STATION 9141 REPLACEMENT CONTRACT S-911; FOR 42" WATER MAIN: 7,440 LF 42", 1,900 LF 30", 200 LF 8", 480 LF 12", 200 LF 20" DIP; F&I 4,600 LF TWIN 30" HDPE HDD CROSSING OF BISCAYNE BAY; MICROTUNNEL INSTALLATION INCL 50' DEEP SHAFTS; 260LF 60" STEEL CASING FOR 10" FORCE MAIN; 5,000 LF 10" PVC C900, 4,000 IF OF 12" HDPE HORIZONTAL DIRECTIONAL DRILL UNDER BISCAYNE BAY AND BORE UNDER FEC RAILWAY."

Description:

**3. Company Name:** City of Miami Beach

1700 Convention Center Drive, Miami Beach, FL.

33139

Address:

Contact: Bruce Mowry

Phone #: 386-262-4943

Email: bmowry@att.net

Contract Value: 5,398,019.00

Year: 2018

DESIGN & INSTALL APPROX. 200' OF SEAWALL; DESIGN & INSTALL PUMP STATION SYSTEM W/ CAPACITY 80,000 GPM INCLUDING TWO (2) POLLUTION CONTROL STRUCTURES, TWO (2) WET WELLS, BYPASS SYSTEM, ENERGY DISSIPATER STRUCTURES, 1200 AMPS ELECTRICAL SERVICE, CONTROL PANEL WITH VFDS, MULTISMART SYSTEM.

Description:

**4. Company Name:** City of Miami Beach

1700 Convention Center Drive, Miami Beach, FL.  
33139

Address:

Contact: Otniel Rodriguez

Phone #: 305-673-7080

Email: otnielrodriguez@miamibeachfl.gov

Contract Value: 17,822,731.00

Year: 2018

DESIGN, PERMITTING AND CONSTRUCTION OF APPROXIMATELY 5300 LINEAR FEET OF 54-INCH FORCE MAIN ALONG WASHINGTON AVENUE AND EUCLID AVENUE FROM 1ST STREET TO 11TH STREET, INSTALLATION OF +/- 1,000 LF OF 54" PCCP FORCE MAIN, CONNECTION TO PUMP STATION # 1, SANITARY SEWER PUMP STATION # 1 UPGRADES, INSTALLATION OF NEW WET WELL, INSTALLATION OF EMERGENCY BYPASS SYSTEM, INSTALLATION OF BIOLOGICAL ODOR CONTROL SYSTEM, NEW STORM SEWER WATER TIGHT DRAINAGE SYSTEM 18-36" AND GRAVITY SEWER REPLACEMENT BETWEEN 11TH STREET AND EUCLID AVENUE TO 11TH STREET AND JEFFERSON AVENUE, HARDSCAPE AND LANDSCAPING ASSOCIATED.

Description:

**5. Company Name:** Miami Dade WASD

3575 Le Jeune Road, Miami, FL. 33146

Address:

Contact: James Ferguson

Phone #: 786-552-8756

Email: james.ferguson@miamidade.gov

Contract Value: 22,012,999.00

Year: 2019

Design, Permitting and Construction of 48" FM along Miami Avenue

Description:





**CORPORATE OFFICE**

2601 Wiles Road  
Pompano Beach, FL 33073  
+1 (954) 977-3556  
Fax: (954) 944-2040  
email: bids@dmsi.co  
www.dmsi.co



**CORPORATE OFFICE**

*Fort Lauderdale*  
500 West Cypress Creek Road, Suite 630  
Fort Lauderdale, FL 33309  
Telephone: +1 (954) 730-0707

**REGIONAL OFFICES**

*Miami*  
3150 SW 38th Ave., Suite 950  
Miami, FL 33146  
Telephone: +1 (786) 497-1500

*West Palm Beach*  
500 Australian Ave. South, Suite 850  
West Palm Beach, FL 33401  
Telephone: +1 (561) 746-6900

*Orlando (Maitland)*  
341 North Maitland Ave., Suite 346  
Maitland, FL 32751  
Telephone: +1 (407) 536-7970

*Jacksonville*  
3970 Hendricks Avenue  
Jacksonville, FL 32207  
Telephone: +1 (904) 398-8636

**ADDITIONAL OFFICES**

*Port St. Lucie*  
1860 SW Fountainview Blvd., Suite 100  
Port St. Lucie, FL 34986  
Telephone: +1 (772) 252-5038

*Gainesville*  
2233 Northwest 41st Street, Suite 400  
Gainesville, FL 32606  
Telephone: +1 (352) 374-1997

*Tampa*  
3001 N. Rocky Point Dr. East, Suite 200  
Tampa, FL 33607  
Telephone: +1 (813) 345-5965

*Sarasota*  
2520 North Tamiami Trail, Suite 15  
Nokomis, FL 34275  
Telephone: +1 (941) 529-1907

## CONSTRUCTION BID CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) David Mancini And Sons, Inc.

Address: 2601 Wiles Road

City: Pompano Beach

State: FL.

Zip: 33069

Telephone No.: 954-977-3556

FAX No.: 954-944-2040

Email: [bids@dmsi.co](mailto:bids@dmsi.co)

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

David Mancini <b>Name</b>	President <b>Title</b>	Fabio Angarita <b>Name</b>	Vice President <b>Title</b>
David Mancini Jr. <b>Name</b>	Vice President / Secretary <b>Title</b>	Richard Mancini <b>Name</b>	Vice President <b>Title</b>

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	06/01/2023	3	06/06/2023	5	06/02/2023
2	06/05/2023	4	06/16/2023		

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

David Mancini Jr.  
Name (printed)

06/27/2023

Date

Signature

Vice President / Secretary

Title



## QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: David Mancini and Sons, Inc.

President David Mancini

Business Address:

2601 Wiles Road Pompano Beach, FL. 33073

Telephone: 954-977-3556

Fax:

954-944-2040

E-Mail Address:

bids@dmsi.co

What was the last project of this nature which you completed? Include the year, description, and contract value.

Emergency 54" Redundant Force Main, Emergency Design Build of 13,000 LF of 54" HDPE Pipe HDD and 2,000 LF of 54" HDPE Open Cut, R

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

CITY OF FT LAUDERDALE 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301 OMAR I

City of Fort Lauderdale 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FL 33301 Rick Johnson

Miami Dade Water & Sewer Department 3575 LEJUNE ROAD, MIAMI, FL 33146 -JAMES FERGU

How many years has your organization been in business? 12

Have you ever failed to complete work awarded to you; if so, where and why?

No

The name of the qualifying agent for the firm and his position is: DAVID MANCINI

Certificate of Competency Number of Qualifying Agent: 00-1650-W

Effective Date: 08/31/2020

Expiration Date: 08/31/2023

Licensed in: Florida

Engineering Contractor's License #

(County/State)

Expiration Date:

**NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.**

**NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.**

### QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

YES

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

- a) Asphalt
- b) Centerline
- c) Landscape
- d)
- e)
- f)
- g)

3. What equipment do you own that is available for the work?

Please see attached

4. What equipment will you purchase for the proposed work?

n/a

5. What equipment will you rent for the proposed work?

Fusing Machine



**REFERENCES**

A minimum of three (3) references shall be provided:

**1. Company Name:** Miami Dade WASD

3575 South Le Jeune Road, Miami, FL. 33133

Address:

Contact: Alexis Valdes

Phone #: 786-299-9008

Email: alexis.valdes@miamidade.gov

Contract Value: 4,424,443.00

Year: 2020

Emergency repairs to 72" and 54" Force Main at Biscayne Blvd and NE 156th Street

Description:

**2. Company Name:** Miami Dade WASD

3575 Le Jeune Road, Miami, FL. 33133

Address:

Contact: Gary Clarke

Phone #: 305-205-6980

Email: gary.clarke@miamidade.gov

Contract Value: 18,500,000.00

Year: 2019

"INSTALLATION OF 9,000 LF OF 42" D.I. WATER MAIN AND 5,000 LF 10" FORCE MAIN BETWEEN THE INTERSECTION OF BISCAYNE BLVD AND NE TH ST TO PORT OF MIAMI AND PUMP STATION 9141 REPLACEMENT CONTRACT S-911; FOR 42" WATER MAIN: 7,440 LF 42", 1,900 LF 30", 200 LF 8", 480 LF 12", 200 LF 20" DIP; F&I 4,600 LF TWIN 30" HDPE HDD CROSSING OF BISCAYNE BAY; MICROTUNNEL INSTALLATION INCL 50' DEEP SHAFTS; 260LF 60" STEEL CASING FOR 10" FORCE MAIN; 5,000 LF 10" PVC C900, 4,000 LF OF 12" HDPE HORIZONTAL DIRECTIONAL DRILL UNDER BISCAYNE BAY AND BORE UNDER FEC RAILWAY."

Description:

**3. Company Name:** City of Miami Beach

1700 Convention Center Drive, Miami Beach, FL.  
33139

Address:

Contact: Bruce Mowry

Phone #: 386-262-4943

Email: bmowry@att.net

Contract Value: 5,398,019.00

Year: 2018

DESIGN & INSTALL APPROX. 200' OF SEAWALL; DESIGN & INSTALL PUMP STATION SYSTEM W/ CAPACITY 80,000 GPM INCLUDING TWO (2) POLLUTION CONTROL STRUCTURES, TWO (2) WET WELLS, BYPASS SYSTEM, ENERGY DISSIPATER STRUCTURES, 1200 AMPS ELECTRICAL SERVICE, CONTROL PANEL WITH VFDS, MULTISMART SYSTEM.

Description:

**4. Company Name:** City of Miami Beach

1700 Convention Center Drive, Miami Beach, FL.  
33139

Address:

Contact: Otniel Rodriguez

Phone #: 305-673-7080

Email: otnielrodriguez@miamibeachfl.gov

Contract Value: 17,822,731.00

Year: 2018

DESIGN, PERMITTING AND CONSTRUCTION OF APPROXIMATELY 5300 LINEAR FEET OF 54-INCH FORCE MAIN ALONG WASHINGTON AVENUE AND EUCLID AVENUE FROM 1ST STREET TO 11TH STREET, INSTALLATION OF +/- 1,000 LF OF 54" PCCP FORCE MAIN, CONNECTION TO PUMP STATION # 1, SANITARY SEWER PUMP STATION # 1 UPGRADES, INSTALLATION OF NEW WET WELL, INSTALLATION OF EMERGENCY BYPASS SYSTEM, INSTALLATION OF BIOLOGICAL ODOR CONTROL SYSTEM, NEW STORM SEWER WATER TIGHT DRAINAGE SYSTEM 18-36" AND GRAVITY SEWER REPLACEMENT BETWEEN 11TH STREET AND EUCLID AVENUE TO 11TH STREET AND JEFFERSON AVENUE, HARDSCAPE AND LANDSCAPING ASSOCIATED.

Description:

**5. Company Name:** Miami Dade WASD

3575 Le Jeune Road, Miami, FL. 33146

Address:

Contact: James Ferguson

Phone #: 786-552-8756

Email: james.ferguson@miamidade.gov

Contract Value: 22,012,999.00

Year: 2019

Design, Permitting and Construction of 48" FM along Miami Avenue

Description:





### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
n/a	n/a
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

  
\_\_\_\_\_  
Authorized Signature  
**David Mancini Jr.**  
\_\_\_\_\_  
Name (Printed)

VICE PRESIDENT / SECRETARY  
\_\_\_\_\_  
Title  
**06/27/2023**  
\_\_\_\_\_  
Date

Rev 09-2022



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
\_\_\_\_\_  
Authorized Signature

**David Mancini Jr. Vice President**  
\_\_\_\_\_  
Print Name and Title

**06/27/2023**  
\_\_\_\_\_  
Date



**TRENCH SAFETY**

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. Trench Box	LS	1	\$10,000	\$10,000
B.				
C.				
D.				
Total:				\$10,000

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 06/27/2023

(SIGNATURE)

STATE OF: Florida COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David Mancini Jr.

(Name of Individual Signing)

David Mancini Jr.

who, after first being duly sworn by me,

David Mancini Jr.

affixed his/her signature in the space provided above on this

27th day of June, 2023

NOTARY PUBLIC

My Commission Expires: May 1, 2026





**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: **RFP # 99**

**Project Description:**

Installation of NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **David Mancini & Sons, Inc.**

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: **Vice President**

Date: **06/27/2023**





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.1

DATE: 06/01/2023

This addendum is being issued to give access to Microsoft Teams Link for pre-proposal meeting on June 5, 2023 @ 10:00 AM.

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 222 402 394 285

Passcode: XaLJ9g

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

+1 954-686-7296,,656877634# United States, Fort Lauderdale

Phone Conference ID: 656 877 634#

[Find a local number](#) | [Reset PIN](#)



This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

[Learn More](#) | [Meeting options](#)

---


All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.

(Please print)

Bidder's Signature: David Mancini Jr. 

Date: 06/27/2023



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.2

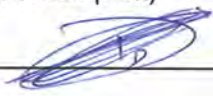
DATE: 06/05/2023

This addendum is being issued to add Exhibits C-M

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.  
(Please print)

Bidder's Signature: David Mancini Jr. 

Date: 06/27/2023





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.3

DATE: 06/06/2023

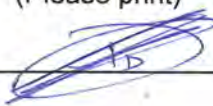
This addendum is being issued to amend Section 7 – Price Proposal Forms for Project #s 12383 & 12384 – See Attachment 10

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*  
Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.

(Please print)

Bidder's Signature: David Mancini Jr. 

Date: 06/27/2023



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.4

DATE: 06/16/2023

Provides response to the following Question:

Can you please provide as to what specific area of Mangurian Park is available for storage and construction?

Response:


*Attached please see the laydown space for storage and construction. If additional laydown space is needed it may be negotiated with the Parks and Recreational Department at the time of construction.*

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.  
(Please print)

Bidder's Signature: David Mancini Jr. 

Date: 06/27/2023





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## RFQ No. 99

**TITLE:** NE 25th Ave 24-Inch Force Main Replacement, and NE 38th St 42-Inch Force Main and NE 19th Ave 24-Inch Force Main Replacement.

---

### ADDENDUM NO.5

DATE: 6/2/2023

Adds additional files:

- Updated Price Proposal Forms
- Asbuild information for flow meter to be relocated as an alternative pay item – Oaklandpark2 pdf, “10 of 19 TIF” and “19 of 19 TIF”

All other terms, conditions and specifications remain unchanged.

*Paulette Hemmings Turner*

Snr. Purchasing Specialist

Company Name: David Mancini and Sons, Inc.

(Please print)

Bidder's Signature: David Mancini Jr.

Date: 06/27/2023