

Solicitation 12713-125

Design Build New River Water Watermain Extension- Phase 2

Bid Designation: Public



City of Fort Lauderdale

Bid 12713-125

Design Build New River Water Watermain Extension- Phase 2

Bid Number **12713-125**
 Bid Title **Design Build New River Water Watermain Extension- Phase 2**

Bid Start Date **Jul 15, 2022 1:16:44 PM EDT**
 Bid End Date **Aug 31, 2022 2:00:00 PM EDT**
 Question & Answer End Date **Aug 26, 2022 5:00:00 PM EDT**

Bid Contact **Fausto Vargas**
Procurement Specialist
Finance - Procurement Division
fvargas@fortlauderdale.gov

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**
 Pre-Bid Conference **Jul 27, 2022 10:00:00 AM EDT**
Attendance is optional
Location: City Hall
100 North Andres Avenue
Fort Lauderdale
4th Floor - Conference Room

Bid Comments **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 Design Build New River Water Watermain Extension-Phase 2. The work to be accomplished under this contract includes, but is not limited to; the design, permitting, and construction of the New River Water Watermain Extension- Phase 2 project., 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 who are interested in submitting Statements of Qualification (SOQ) in response to this RFP shall comply with Section IV - Submittal Requirements.**

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

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

Microsoft Teams meeting
Join on your computer or mobile app
Click here to join the meeting
Or join by entering a meeting ID
Meeting ID: 247 224 397 36
Passcode: u7Hg4a
Or call in (audio only)
+1 954-686-7296,,515250400# United States, Fort Lauderdale
Phone Conference ID: 515 250 400#

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Addendum # 1

| | |
|---------------|-----------------------|
| New Documents | Addendum 1.pdf |
|---------------|-----------------------|

Addendum # 2

| | | | |
|-------------------------|------------------------------------|--------------------|------------------------------------|
| New Documents | Addendum 2.pdf | | |
| Previous End Date | Aug 22, 2022 2:00:00 PM EDT | New End Date | Aug 31, 2022 2:00:00 PM EDT |
| Previous Q & A End Date | Aug 15, 2022 5:00:00 PM EDT | New Q & A End Date | Aug 26, 2022 5:00:00 PM EDT |

Addendum # 3

| | |
|---------------|-----------------------|
| New Documents | Addendum 3.pdf |
|---------------|-----------------------|

Item Response Form

Item **12713-125--01-01 - Design Build New River Water Watermain Extension- Phase 2**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**
City Hall
 100 N. Andrews Avenue
 Fort Lauderdale FL 33301
Qty 1

Description

ENTER TOTAL PROPOSAL "CONTRACT PRICE" AS STATED ON THE PRICE PROPOSAL FORMS.

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

Proposal Bond: A bond, for **five percent (5%)** of the Price Proposal, shall accompany each proposal as evidence of the good faith and responsibility of the proposer.

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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 **New River Water Watermain Extension- Phase 2**. The work to be accomplished under this contract includes, but is not limited to; the design, permitting, and construction, 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 who are interested in submitting Statements of Qualification (SOQ) 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 2-125.1](#) to procure the services of a qualified DBF.

1.2 Bid Sync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) 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 BidSync and to participate in the solicitation, nor will any fees be charged to the awarded DBF. Proposers are strongly encouraged to read the various vendor guides and tutorials available in BIDSNYC well in advance of their intention of submitting a response to ensure familiarity with the use of BidSync. 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 BidSync.

It is the sole responsibility of the Proposer to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.**

1.3 Submission Deadline

Responses shall be submitted electronically via BidSync (www.bidsync.com) in response to **RFP No. 12713-125, New River Water Watermain Extension- Phase 2** prior to the designated bids due date and time indicated in the solicitation.

1.4 Electronic Proposal Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations let by the City of Fort Lauderdale will be opened electronically via WWW.BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The

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opening may also be viewed in real time through a “Microsoft Teams” or similar type platform.

When it's time, start your Microsoft meetings by pasting the following link in your browser :

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or join by entering a meeting ID

Meeting ID: 247 224 397 36

Passcode: u7Hg4a

Or call in (audio only)

[+1 954-686-7296](tel:+19546867296), [515250400#](tel:+1515250400) United States, Fort Lauderdale

Phone Conference ID: 515 250 400#

[Find a local number](#) | [Reset PIN](#)

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.”

Please go to <https://www.fortlauderdale.gov/departments/human-resources/recruitment-testing-selection/employment-benefits> for a complete list of all City observed holidays.

1.5 Point of Contact

Procurement Services Division

Fausto Vargas

100 N. Andrews Avenue, 6th Floor

Fort Lauderdale, FL 33301

Fax: 954-828-5576

Email: fvargas@fortlauderdale.gov

All inquiries concerning this RFP, questions, and request for additional information shall be sent via the BIDSYNC question and answer (Q&A) platform.

1.6 Pre-Proposal Meeting:

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all DBFs attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the DBFs to 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

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based upon a claim of ignorance. It is strongly suggested that all DBFs attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the DBFs to attend the pre-proposal/site visit to inspect the City's location(s) facilities 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 themselves with the nature and extent of the work, equipment, materials, and labor required.

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

1.7 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 2-125.1 – 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

1.8 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 Lobbyist Ordinance

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

1.10 Debarred or Suspended Bidders or Proposers

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

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1.11 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

By submitting a bid, proposal or response, the company, principals, or owners certify that they are 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.

1.12 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 Question & Answer 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.

1.13 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 Questions and Answers deadline as indicated in Bidsync.com. Material changes, if any, to the scope of services or bidding procedures are only transmitted by written addendum. It is the proposer's responsibility to verify if addendums have been issued in Bidsync.com. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligation under his RFP as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify in Bidsync.com that he/she has all addenda before submitting a proposal.

1.14 Forms of Proposals

Each proposal and its accompanying statements must be submitted, 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.

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1.15 Bid 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.

1.16 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 based upon a formula or method, which is the same or similar to that used in establishing the prices in this proposal. 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.

1.17 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.

1.18 Rejection of Proposals/Bids

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 submitters. 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.

1.19 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 follow the protest procedures as found in the City's Procurement Ordinance within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <http://fortlauderdale.gov/departments/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

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1.20 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****

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SECTION 2 SPECIAL CONDITIONS

2.1 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.

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Notice to Proceed – means the written notice given by the City to the Design-Build Firm of the date and time for work to start.

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.

2.2 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.

2.3 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.

2.4 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 Statement of Qualification (SOQ) 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 are

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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-consultants hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of the DBF. No more than 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.

2.5 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 their 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 Statue §287.133 \(2\) \(a\)](#).

2.6 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; however, receipt of a purchase order and/or task order shall not prevent the DBF(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

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2.7 Proposal Bond

A certified check, cashier's check or bank officer's check, for **five percent (5%)** of the Price Proposal, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the proposer.

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

- 1) BidSync 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 BIDSYNC customer care department.
- 2) Proposers may **electronically upload** their original executed proposal bond on Bidsync to accompany their electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after proposal opening, with the Firm's name, proposal 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. Insufficient proposal bond surety shall automatically constitute a failure on the part of the Consultant and shall be grounds for rejection of your proposal.

- 3) Bidders can **hand deliver** their bid bond in a sealed envelope 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.
- 4) Bidders can **mail** their bid 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 his 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 BIDSYNC.COM**

Certified Checks, Cashier's Checks and Bank Drafts:

These **CANNOT** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic proposal. These forms of securities, as well as hard copy proposal bonds, must be received on or before the Design Build Request for Proposal (RFP) 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.

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

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The check or bond shall be retained by the City as liquidated damages should the proposer refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the proposer will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, proposal bond accompanying the proposal of the successful proposer will be returned to him/her. If the successful proposer shall not enter into, execute, and deliver such a contract and furnish the required bonds within fifteen (15) days after receiving notice to do so, proposal bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

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

2.8 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](#), 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, 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 save 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, that 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

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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.

2.9 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the 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 the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the 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 the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the 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 the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, 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 the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

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

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If the Contractor does not own vehicles, the 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.

The Contractor waives, and the Contractor shall ensure that the 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.

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

Insurance Certificate Requirements

- a. The 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. The 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 the 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 the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the 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 named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the 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

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The 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 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 Contractor's expense.

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

The Contractor'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 exclusion or provision in any insurance policy maintained by the 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 shall be considered breach of contract. In addition, Contractor 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 Contractor's insurance policies.

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

It is the Contractor's responsibility to ensure that any and all of the 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 the Contractor.

SPECIALIZED COVERAGES

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 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.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

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- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage, and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

2.10 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.

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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.

2.11 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.12 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).

2.13 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.

UPDATE

| Allowance | \$ |
|-------------------|------------------|
| Owner Contingency | 50,000.00 |
| TOTAL | 50,000.00 |

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2.14 City Project Manager

The Project Manager is hereby designated by the City as, **Jose Colmenares**. 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 BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation.

2.15 Liquidated Damages

Upon failure of the DBF to substantially complete the entire Contract within the total specified period of time, plus approved time extension, DBF shall pay to the City the sum of **One Thousand and 00/100 Dollars (\$1000.00)** for each and every calendar day that the completion of the work is delayed beyond the time specified in this Agreement for completion.

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.

2.16 Public Entity Crimes

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

2.17 Work Schedule

Monday – Friday 7:00 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.

2.18 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 fifteen (15) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next highest ranked 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 highest ranked bidder.

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SECTION 3 SCOPE OF WORK

3.1 Project Objective

The City of Fort Lauderdale has identified in the Comprehensive Utility Strategic Master Plan, the need to replace approximately 1,400 linear feet of aging and deteriorated water mains within the Downtown Fort Lauderdale Civic Association Neighborhood. The existing water mains to be replaced are 16-inch diameter ductile iron pipes (DIP) installed approximately 40 years ago. The proposed project includes the installation of a new 16-inch & 10-inch polyvinyl chloride DR 18 (PVC) pipe, interconnected with the existing system.

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 New River Water Watermain Extension (Project). The Project includes the design, permitting, construction, testing, and certifications of:

- Replacement of approximately 1,400 linear feet of 16-inch DIP nominal diameter water mains with a new 16-inch and 10-inch PVC C900 DR 18 water main using open cut installation method.

- Replacement of all existing service connections to comply with City Standards.

- Existing fire hydrants and assembly connected to the existing water main shall be replaced. DBF shall evaluate that the existing fire hydrant coverage is adequate, or not, and provide additional fire hydrants and assemblies as needed. Proposed fire hydrant locations shown on the conceptual drawings shall not considered be final locations, DBF firm shall field locate and finalize locations of hydrants for approval from the City.

- Connect the new 16-inch PVC DR 18 water main piping to the existing 16-inch HDPE watermain located on the north end of the project. The 10-inches PVC is to extend south for existing service connections. Connections to the existing system shall be performed using wet taps to avoid interruption of service.

- Roadway restoration (milling and paving) on SE 1st Ave. shall be full lane restoration, northbound and southbound lanes. Striping shall be per Broward County Standards and permitted accordingly.

- Included in the scope of work are design, permitting, construction, construction administration, FDEP 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, and all exhibits and attachments, shall form the terms and conditions of the Contract.

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

3.2 Project Scope

The selected DBF shall perform the complete design, permitting, and construction of all aspects of the PROJECT to fulfill the intent of the PROJECT as described in this Design Criteria Package (DCP) and all supporting documents. Included in the PROJECT is the acquisition of all tools, equipment, materials, and other supplies including but not limited to fuel, power, water, and communication devices required to complete the PROJECT. The work also includes the performance of all labor, work, and other operations required to complete the PROJECT. All work must be complete with all work, materials, and services

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not directly specified in the Contract Documents but necessary for the completion of the PROJECT to fulfill the intent of the CITY performed and installed by the DBF at no additional cost to the CITY above what is agreed upon in the Contract Documents.

Project Background

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. These conceptual layouts are provided to convey sufficient information to allow the Respondent to prepare a response to the CITY's RFP.

The overall length of the water mains, connections with existing utilities, the exact tie-in locations, locations of new valves, fire hydrants, new service connections shall be determined 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.

Project Location

This project is located at North side of the New River to Broward Blvd., along SE 1st Avenue. The work to be accomplished under this contract includes, but is not limited to, replacement of approximately 1400 linear feet of aging and deteriorated water main within the Downtown Fort Lauderdale Civic Association Neighborhood using open cut installation. The existing water mains to be replaced are 16-inch diameter ductile iron pipes (DIP) installed approximately 40 years ago. The proposed project includes the installation of a new 16-inch, and 10-inch, polyvinyl chloride PVC 900 pipe interconnected with existing system, abandon existing water mains, and cut and cap existing water main at the pedestrian pad at the south side of the New River. Scope of work also includes connection to recently installed 20" water main, and connection to existing services along SE 1st Ave.

3.3 Project Requirements

The selected DBF must use effective project management practices while working on the PROJECT. Included in project management is clear communication with the CITY and other parties involved in the PROJECT, management of time and resources, and documentation of all services and communication. Contract administration and technical reviews of all work pertaining to the PROJECT will be performed by the CITY.

3.3.1 Site Inventory and Evaluation of City's Criteria Confirmation

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

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be made if the conditions encountered differ from those anticipated by such examination.

3.3.2 Design and Construction Criteria

The selected DBF shall take a comprehensive and thorough technical approach to completing the design-build operation outlined for the PROJECT and the minimum requirements set forth in the DCP in Exhibit A and technical requirement incorporated herein as Exhibit B. Submitted technical proposals must convey that the DBF has a complete understanding of the PROJECT, its intent, and CITY objectives. Additionally, the technical proposal shall address the following items:

1. Completion of construction documents for the PROJECT which must have emergency contact information as required by the CITY.
2. Procurement of all required construction permits from local, state, and federal agencies including but not limited to the Florida Department of Transportation, Florida Department of Environmental Protection, South Florida Water Management District, Broward County Environmental Protection and Growth Management Department, Broward County Traffic Engineering Division, Broward County Health Department, and the City of Fort Lauderdale. The DBF must develop permitting strategies and determine possible issues, testing requirements, and timing for the PROJECT.
3. Identification quality control/quality assurance measures to be performed for the PROJECT.
4. Production of signed and sealed record drawings following completion of construction of the PROJECT.

3.3.3 Detailed Description

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

1. Local subsurface conditions and associated geotechnical data.
2. Open cut excavation and backfilling method of installing pipe.
3. HDD method of installing pipe.
4. Connection of new pipe to existing, in-service utilities.
5. Landscaping and pavement restoration.
6. Maintenance of traffic operations.
7. Dewatering.
8. Erosion and Sediment Control.

3.3.4 Governing Regulations

The selected DBF shall provide services in compliance with all regulations and guidelines created by the City of Fort Lauderdale, Broward County Environmental Protection and Growth Management Department, Broward County Health Department, South Florida Water Management District, Florida Department of Environmental Protection, and the Occupational Safety and Health Administration. These regulations and guidelines are to be followed by the selected DBF except

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where explicitly described in this document. The most recent editions of the following publications must be used for the completion of the PROJECT:

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

3.4 Services and Materials Provided by the City

A project manager will represent the CITY as the technical representative of the PROJECT.

1. Review of submitted design for the PROJECT.
2. Construction observations and inspections of the PROJECT at will of the CITY.
3. Participation in the CITY’s Tax Saver Program for the purchase of goods and supplies required for the completion of the PROJECT.

3.5 Existing Underground Utility Information

There are existing underground utilities in the PROJECT site. Limited information on the location of these utilities has been provided in Exhibit D and Exhibit E. The CITY does not assume responsibility for the accuracy of the provided existing underground utility documents or liability if the locations of these utilities differ from the documents provided. It is the responsibility of the DBF to confirm actual location of existing underground utilities.

3.6 CADD Standards

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

3.7 Provisions for Utilities, Dewatering, Staging and Parking

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

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

The selected DBF will be responsible for the coordination of parking and staging area with the CITY prior to mobilization of equipment and crews into the area. Parking and staging

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areas must remain free of any form of refuse and the removal of any remaining refuse will be the responsibility of the selected DBF.

3.8 Project Meetings

The CITY shall require meetings throughout the PROJECT which require the participation of the CITY, selected DBF, all subcontractors, all sub consultants, 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. The DBF shall prepare meeting minutes.

3.9 Construction Duration

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

| MILESTONE | CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE) |
|-----------------------------------|--|
| Assumed Notice to Proceed Date | TBD |
| Substantial Completion of PROJECT | 274 |
| Final Completion of PROJECT | 304 |

Within seven days after notification of award and as a condition precedent to executing the Contract, prior to the start of any work, the DBF shall submit their preliminary construction schedule to City for approval which shall be consistent with the Schedule in its Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and construction phase with a level of detail commensurate with the level of detail in the Proposal. The schedule is subject to approval by City.

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

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

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

3.10 Permits

The DBF is responsible to obtain all necessary permits for the project. Anticipated permits include but are not limited to:

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1. City of Fort Lauderdale DSD and Building Department
 - Plumbing
 - Maintenance of Traffic
2. Florida Department of Environmental Protections
3. Broward County
4. South Florida Water Management Authority (SFWMD)

3.11 Topographic Survey

A topographic survey was prepared as part of the development of the DCP for the City Project. The topographic survey for CITY covers most of the project area. However, additional surveys may be required by the DBF for establishing pipeline alignment based upon the DBF's design. The CITY will provide the CADD files for the topographic survey.

END OF SECTION 3*

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SECTION 4 SUBMITTAL REQUIREMENTS

Section IV – Submittal Requirements

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BIDSYNC (www.bidsync.com) 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 BIDSYNC. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSNYC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.
- 4.1.2** 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.
- 4.1.3** 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 their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- 4.1.4** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities 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.
- 4.1.5** All responses will become the property of the City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. All proposals will become the 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

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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 the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

DBF shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2018), 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.

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4.1.6 Submittals

Please be advised that effective immediately, and until further notice, all Technical and Price Proposals offers to this Request For Proposal, shall be submitted “**electronically**” via BidSync and will be opened “**electronically**” via BIDSYNC.COM at the date and time indicated on the solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

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.

4.2 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.

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4.2.1 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

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.

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4.2.2 QUALIFICATIONS OF THE FIRM

4.2.2.1 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 their Proposal rejected:

- The Contractor Successfully completed at least Two (2) collaborative delivery (Design-Build) projects, shall have previous experience in constructing new Pump stations including equipment and force main pipe installation and testing within the last ten (10) years. Bidder shall submit proof of permitting and construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.
- The Proposer shall provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds.

Licensure

- The Proposer shall be licensed as a General Contractor in the State of Florida at 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, shall maintain licensure for the duration of the Design-Build Contract and must have designed, permitted and placed into service three (3) water main projects of 12" or greater pipe diameter.

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

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Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

Workload of the Firm

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 years. In addition, list all projected projects and dollar value that DBF or JV will be working on in the near future.

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

Joint Ventures

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

Firms Past Experience

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

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

Key Personnel

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

NOTE: The Project Manager must be an employee from the DBF or JV submitting the Proposal and not a Subconsultant or not a Subcontractor. Persons whose

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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.

4.2.3 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' 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

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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.

4.2.4 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.

4.2.5 Project Methodology & Approach

- Provide a statement of the firms 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.

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4.2.6 **References**

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

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

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

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

Note: Do not include only the City of Fort Lauderdale work or staff references as a demonstration of your capabilities. The Committee is interested in details of work experience and references other than the City of Fort Lauderdale.

Proposer's 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 stating to claim 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.

4.2.7 **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

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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).

4.2.8 Contract Forms

All contract forms must be completed (with all blanks filled in), and executed.

- a. Statement of Qualification Certification**
Complete and attach the Statement of Qualification Certification.
- b. Non-Collusion Statement**
This form is to be completed, if applicable, and inserted in this section.
- c. Contract Payment Method**
This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.
- d. 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.
- e. Non-Discrimination Certification Form**
- f. Trench Safety**
- g. Prime DBF Identification**
- h. E-Verify Affirmation Statement**
- i. Acknowledgment of Addenda**
- j. Proposal Bond**

4.3 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her 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 4****

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SECTION 5 EVALUATION AND SELECTION CRITERIA

5.1 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.

UPDATE

| | |
|---------------------------------------|------|
| Qualifications of the Firm & the Team | 25% |
| Project Methodology & Approach | 35% |
| Price Proposal | 30% |
| References | 10% |
| Total | 100% |

5.2 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.

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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 who 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 5****

Exhibit A

PROJECT NO. 10814 Phase 2

CITY OF FORT LAUDERDALE
NEW RIVER WATER WATERMAIN EXTENSION- PHASE 2
DESIGN CRITERIA PACKAGE
CITY PROJECT NO. 10814
June 1, 2022
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- Exhibit B – Conceptual Layouts
- Exhibit C – Survey Information
- Exhibit D – CADD Standards and City Details
- Exhibit E– City of Fort Lauderdale Preapproved Products list
- Exhibit F – Phase 1 As-built

EXHIBIT A TECHNICAL SPECIFICATIONS

**NEW RIVER WATER WATERMAIN EXTENSION- PHASE 2
CITY PROJECT NO. 10814**

PROJECT NO. 10814

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PROJECT NO. 11080

1.0 Project Description

The City of Fort Lauderdale (CITY) proposes to design, permit, and construct the New River Water Watermain Extension through a Design-Build contract approach. The components of the proposed work are the design, permitting and construction of:

1. Replacement of approximately 1,400 linear feet of 16-inch DIP nominal diameter water mains with a new PVC C900 DR 18 water main using the open cut installation method.
2. Replacement of all existing service connections to comply with City standards.
3. Existing fire hydrants and assembly connected to the existing water main shall be replaced. DBF shall evaluate that the existing fire hydrant coverage is adequate, or not, and provide additional fire hydrants and assemblies as needed. Proposed fire hydrant locations shown on the conceptual drawings shall not be considered final locations, DBF firm shall field locate and finalize locations of hydrants for approval from the City.
4. Connect the new 16-inch PVC DR 18 water main piping to the existing 16-inch HDPE watermain located on the north end of the project. The 10-inch PVC is to extend south for existing service connections. Connections to the existing system shall be performed using wet taps to avoid interruption of service.
5. Roadway restoration (milling and paving) on SE 1st Ave. shall be full lane restoration, northbound and southbound lanes. Striping shall be per Broward County Standards and permitted accordingly.

The DBF will be required to retain full responsibility for design, permitting, and construction of all aspects of the project. The DBF will develop a detailed project design based on the criteria set forth in the contract documents. In addition, the DBF will construct the work in accordance with the requirements set forth in this document and all applicable permits procured for the project by the DBF.

2.0 Site Investigation

The DBF, by virtue of executing the Agreement, acknowledges that it has satisfied itself to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; disposal, handling and storage of materials; access to the site; the confirmation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the DBF to completely or properly evaluate the site conditions shall not be grounds for additional compensation.

2.1. Responsibility for Geotechnical Investigation

During the development of the final design plans a geotechnical engineer shall conduct a geotechnical study that includes soil borings and rock core analysis along the alignment of the proposed water main. A copy of the geotechnical engineering report shall be provided to the City. The DBF shall accept full responsibility for any interpretations, deductions or conclusions made or implied from the information obtained from the geotechnical study.

2.2. Topographic Survey

A topographic survey of the project area has been performed by a professional land surveyor. Electronic AutoCAD files of topographic survey are available from the City upon request.

The DBF shall perform additional site surveying to develop a functional, constructible and permittable project. As part of the additional survey effort, the DBF shall identify the need for any property easements or

PROJECT NO. 11080

acquisitions, including temporary easements. In such cases, the DBF shall provide required survey data for CITY use in procuring required easements.

Surveys shall comply with the latest "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 E.

3.0 Environmental Management Plan

The DBF shall ensure all statutory environmental requirements are met. The DBF assumes full responsibility for meeting environmental regulations and conditions of all applicable permits. The DBF shall develop an Environmental Management Plan prior to commencing construction. This Environmental Management Plan shall detail, at a minimum, the DBF's work methods for handling the following items:

1. Temporary environmental controls,
2. Dewatering,
3. Stormwater pollution prevention, and
4. Environmental incident response.

The Environmental Management Plan shall incorporate the environmental regulations and conditions of all applicable permits.

3.1. Temporary Environmental Controls

The DBF shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity.

During the progress of the work, the DBF shall keep the site and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. Rubbish and waste materials shall be collected and disposed of off-site in accordance with the local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Standards for Construction.

Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.

All chemicals used during project construction or furnished for project operation shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements.

Noise resulting from the DBF's work shall not exceed the noise levels and other requirements stated in the City of Fort Lauderdale's Noise Ordinance. The DBF shall be responsible for curtailing noise resulting from its operation.

3.2. Dewatering

The DBF shall submit as part of the Environmental Management Plan its proposed methods of handling trench water and the locations at which the water will be disposed. Excavations shall be free from water prior to the

PROJECT NO. 11080

installation of pipe or structures. The DBF shall provide pumps and other appurtenant equipment necessary to remove and maintain water at such a level as to permit construction in a dry condition. The DBF shall continue dewatering operations until backfilling has progressed to a sufficient depth over the pipe or structure to prevent flotation or movement of the pipe or structure in the trench or so that it is above the water table.

Water from trenches, excavation and drilling operations shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the work completed or in progress, to the surface of the streets, cause any interference with the use of the same by the public, or cause pollution of any waterway or stream. Disposal to any surface water body will require silt screens to prevent any degradation in the water body. The DBF shall have full responsibility for acquiring all necessary permits for disposal.

3.3. Stormwater Pollution Prevention

The DBF shall maintain full responsibility for meeting environmental regulations and conditions of all applicable permits with regard to stormwater pollution prevention.

3.4. Environmental Incident Reporting

In the event of any environmental incident, the DBF shall respond in an expeditious manner and notify the proper authorities. The appropriate environmental regulatory agency shall also be notified as soon as possible.

4.0 Compliance with Codes and Technical Requirements

All work specified in this document shall conform to or exceed the requirements of all applicable codes and specified technical requirements. The DBF shall construct the work specified in accordance with the requirements of this document and the referenced portions of those referenced codes, standards and technical requirements listed herein. In case of conflict between codes, reference standards and technical requirements, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the City's Project Manager and approved by the City's Project Manager prior to ordering or providing any materials or labor.

All references made to published specifications, codes, standards or other requirements shall mean the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of the opening of the bids. In case of conflict between codes, reference standards, or other applicable documents, the most stringent requirements shall govern.

5.0 Responsibility for Utility Location and Connections

Limited information on existing underground utilities within the vicinity of the project area is available and is provided in Exhibit D. The DBF shall perform utility locations to determine the exact locations and depths of all utilities that may interfere with the work.

The DBF shall conduct utility investigations in order to fully inform themselves of the character, condition and extent of all such utilities that may be encountered, and that may affect the design and construction operations. The DBF shall make all appropriate contacts and negotiations as required with local utility companies that may be affected by the proposed work. All existing utilities in the vicinity of the proposed building shall be shown on the design drawings developed by the DBF.

The DBF shall perform utility verifications and shall excavate to verify tie-in points for connections to existing systems. All connections shall be performed in such a manner that no damage and minimal interruption is caused to the existing facilities. Before commencing work involving the removal or placement in operation of existing or new utilities, the DBF shall notify the CITY in writing at least seven (7) days in advance. Connections to existing services or utilities, shutdowns and startups shall be planned in detail with appropriate scheduling of work and coordination with the CITY.

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6.0 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. A copy of all permit applications, including supporting documentation, shall be provided to the City's Project Manager. A copy of approved permits, issued by the approving agency, shall be provided to the City's Project Manager. These permits may include, but are not limited to the following agencies:

- City of Fort Lauderdale
- South Florida Water Management District
- Florida Department of Environmental Protection (FDEP)
- Broward County
- Florida Department of Transportation (FDOT)
- Other Permitting Agencies

The DBF shall have responsibility for acquiring and adhering to the requirements of any other permit required to complete the work for this project. The following list should be considered only as a preliminary guideline:

- All necessary permits required for traffic control and Maintenance of Traffic plans;
- All necessary permits for disposal of excavated material from open cut installation works, including spent drilling fluids and soil from excavation of launch/receiving pits; and
- All necessary permits for disposal of water from any dewatering operations required.

7.0 Submittal Requirements

All submittals shall be directed to the City's Project Manager in electronic PDF format. A general summary of the types of submittals and the number of hard copies required is noted below.

| <u>No. of copies</u> | <u>Type Submittal</u> |
|----------------------|--|
| 1 | Geotechnical Report (if required) – signed and sealed |
| 1 | Underground Utility Survey |
| 1 | Site Survey– signed and sealed |
| 1 | 60 Percent Design Submittal |
| 1 | 100 Percent Final Design Submittal |
| 1 | All Permit Application Packages for Applicable Regulatory Agencies |
| 1 | All Approved Permits from Applicable Regulatory Agencies |
| 1 | Environmental Management Plan |
| 1 | Phasing Plan with location of launch/receiving pits |
| 1 | Initial Schedule and Progress Schedules |
| 1 | Schedule of Payment Items |
| 4 | Progress Payment Requests (hardcopies) |

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- 1 Shop Drawings – Approved by Engineer of Record for DBF
- 1 Daily Construction Inspection Reports
- 1 Certificates of Compliance
- 1 Warranties
- 1 Maintenance of Traffic (MOT) Plan
- 2 Preconstruction Video Tapes
- 1 All Pressure Test Results approved by Engineer of Record for DBF
- 1 All Bacteriological Test Reports prepared by an approved laboratory
- 2 Record Drawing Information for Review
- 1 Record Drawings – originals on disk in AutoCAD format
- 2 Record Drawings – signed and sealed prints (1 hardcopy and 1 electronic)
- 1 Approvals from Regulatory Agencies to Place Facilities into Service
- 1 Original releases from all parties entitled to claims against project (1 hardcopy)

All drawings submitted to the CITY shall be developed electronically in AutoCAD in accordance with the City's CADD Standard. Drawings shall include both plan and profiles of the proposed water mains routing. Design documentation shall include such things as technical specifications, technical data sheets and vendor supplied drawings. Drawings submitted shall be 24-inch by 36-inch.

Within fourteen (14) days after the award of the Contract, the DBF shall prepare and submit copies of its proposed schedule to the City's Project Manager for review and comments. The project schedule shall be prepared using the Critical Path Method (CPM), updated monthly and submitted with the application for monthly progress payments. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the work in order to complete the project within the Contract time.

The DBF shall submit a Schedule of Payment Items for review within two weeks after receiving the Notice to Proceed. The schedule shall contain the major design milestones as well as the installed value of the component parts of work for the purpose of making progress payments during the design and construction period. Progress payment requests shall be made in accordance with CITY standards. Payment requests submitted without such documentation will not be processed.

Copies of all shop drawings, approved by the Engineer-of-Record for the DBF, shall be submitted to the City's Project Manager.

The DBF shall submit daily construction inspection reports to the City's Project Manager from the date that the DBF commences mobilization on site to the date that the DBF achieves substantial completion for the project. Reports shall be submitted weekly, on Mondays immediately following the end of the previous week.

Where warranties are called for, a sample of the warranty shall be submitted with the approved shop drawings. The sample warranty shall be the same form that will be used for the actual warranty. Actual warranties shall be originals and notarized.

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Copies of certificates of compliance and test reports shall be submitted for requested items prior to request for payment.

Prior to commencing work, the DBF shall have a continuous color audio-video recording taken along the entire length of the project (and the entirety of the Staging Areas for the Pipe Bursting entry/exit areas) to serve as a record of preconstruction conditions. Recordings shall not be made more than thirty (30) days prior to construction in any area. Audio-video recordings shall be digital and compatible for playback with a standard DVD player. Each DVD shall begin with current date, project name, and municipality and be followed by general location information such as the name of street, the viewing side, and the direction of progress. All video recordings must display continuously and simultaneously, generated with actual taping, transparent digital information to include the date and time of recording.

The DBF shall keep all drilling logs containing dates, times and locations, soil conditions, drilling data such as depth, angle and rate of penetration, and utility crossings. Computer data sheets from steering tools and tracking systems shall also be kept. The DBF shall, within thirty (30) calendar days of the date of final completion, submit these records to the City's Project Manager.

The DBF shall submit record drawing information to the City's Project Manager for review prior to the preparation of final record drawings. This preliminary submittal shall be submitted to the City's Project Manager within thirty (30) calendar days of the date of substantial completion. Upon receipt of review comments from the City's Project Manager, the DBF shall commence preparation of final Record Drawings.

The DBF shall, within thirty (30) calendar days of the receipt of review comments from the City's Project Manager, prepare Record Drawings showing those changes made during the construction process. Record Drawings shall be plotted on 24-inch by 36-inch paper. Record Drawings shall contain the following information, where available:

- Plan Views Showing:
 - Horizontal Alignment details of the horizontal directional drill/pipe bursting and open cut installation
 - Coordinates of critical points such as horizontal directional drill/pipe bursting entry and exit points, tangent points, and inflection points
 - All coordinates shall be in Florida State Plan Coordinates North American Datum of 1983 (NAD83)
 - Curve Radii
 - Bearings of straight sections
 - Ties to surface fittings
 - Location of Bacteriological Sampling Points (Name shall match the Bac. T reports)
- Vertical Profiles Showing:
 - The invert levels of the finished pipe in relation to ground elevation, along with the elevations of critical points such as horizontal directional drill/pipe bursting entry and exit points and tangent points
 - All elevations shall be in North American Vertical Datum of 1988 (NAVD88) with 2011 adjustment (NAD83/2011)
 - Curve Radii
- Diameter and Type of pipe and pipe joints used
- Final reamed size of the boreholes,
- Extent and type of grouting

8.0 General Requirements

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8.1. Summary of Work

The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles, for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the work, in good faith shall be performed, furnished and installed by the DBF as though originally so specified at no increase in cost to the CITY.

During construction, the DBF is expected to work regular hours between 7:00 A.M. to 5:00 P.M. Monday through Friday. Requests to work during other than regular hours must be submitted to the City's Project Manager three (3) business days in advance of scheduled work. Requests shall include the following information:

- Cover page with Contractor name, project name, and location
- Description of work to be performed outside of normal work hours
- Justification for work and why extended work hours are being requested
- Commencement date and duration of work
- List of DBF 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 if required
- Details on how complaints will be resolved and/or mitigated

Requests shall be reviewed by the City's Project Manager at least 72 hours in advance of the period proposed for such overtime work hours and work shall conform to the requirements of the CITY's Noise Ordinance.

Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the DBF, its superintendent, its subcontractors as well as representatives of the CITY, governmental representatives as appropriate, and others requested by the DBF, or the CITY. Prior to the preconstruction conference, the DBF shall have submitted a progress schedule.

The City's Project Manager will schedule and hold biweekly progress meetings during construction. The CITY, DBF and all subcontractors active on the site shall be represented at each meeting.

8.2. Temporary Utilities

The DBF shall be responsible for determining and providing the equipment and temporary utilities that are adequate for the performance of the work within the time specified. All items shall conform to the applicable requirements of OSHA Standards for Construction. These items may include, but are not limited to power, lighting, and water supply.

The DBF shall pay for all utilities (including power, lighting, water, sanitary facilities, etc.) needed for the performance of the Project. The DBF shall make arrangements for and pay all costs for all water used for construction and testing. The DBF shall provide and maintain all meters, piping, fittings, adapters and valves required.

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To obtain potable water, the DBF shall install a CITY supplied meter and backflow preventer. The CITY will charge the DBF for potable water. The DBF shall make all necessary connections to existing piping and shall provide all necessary appurtenances at his own expense.

The DBF shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the DBF shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.

8.3. Maintenance of Facilities and Sequence of Construction

All connections to existing systems shall be performed in such a manner that no damage and minimal interruption is caused to nearby existing facilities. Required shutdowns to the utility systems shall be identified in writing during design. The DBF shall give the CITY 72-hour notice in writing before commencing work involving removing or placing in operation existing or new facilities or tie-ins to existing facilities for all planned for this Project. Connections to existing services or utilities, shutdowns and startups shall be planned in detail with appropriate scheduling of work and coordination with the CITY.

All connections between the existing and new water mains shall be constructed in the presence of the City's inspector.

8.4. Protection of Existing Facilities

The DBF shall protect all existing utilities and areas and shall restore damaged or temporarily relocated utilities and improvements to equal or better conditions than they were prior to such damage or temporary relocation.

The DBF shall determine the exact locations and depths of all utilities that may interfere with the work. Utility location shall be performed in a manner sufficient to determine the alignment and grade of any potential conflicts. It is the responsibility of the DBF to make utility investigations in order to fully inform themselves of the character, condition and extent of all such utilities as may be encountered and as may affect the design and the construction operations at no additional cost to the CITY. The DBF shall make all appropriate contact and negotiations as required with local utility companies that may be affected by the proposed work.

8.5. Site Access, Staging and Parking

Nothing herein shall be construed to entitle the DBF to the exclusive use of any public street, alleyway, parking area or easement during the performance of the work. The DBF shall conduct its operations so as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleys, ways, parking areas or easements. No street shall be closed to the public without first obtaining permission from the CITY and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the DBF to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

The DBF shall obtain permission from the CITY and relevant authority prior to using any right of way or easement for storage or operation of any construction equipment.

If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least thirty (30) days prior to the required street closure in order to determine necessary sign and detour requirements.

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Responsibility for protection and safekeeping of equipment and materials at or near the project area will be solely that of the DBF and no claim shall be made against the CITY by reasons of any act of an employee or trespasser.

The DBF shall notify the fire and police departments prior to closing any street or portion thereof, and again when streets are passable for emergency vehicles. Emergency vehicle access to consecutive arterial crossings or dead-end streets in excess of 300 feet shall not be blocked without special written permission from the fire department.

8.6. Project Sign

The DBF shall furnish and install two (2) project signs prior to commencement of construction. The sign shall be a minimum of 4' x 8' in size. The exact style and design of the sign will be provided by the CITY to the DBF in PDF format during the design development stage of the project. The DBF shall submit a shop drawing for approval for the project sign. Shop drawing must be approved prior to fabrication.

8.7. Public Notification

The DBF shall notify property owners and utility offices that may be affected by construction activities. All homes and businesses potentially impacted by construction shall be notified by use of "door hangers" type announcement, describing at a minimum, the nature of the Work, the proposed schedule, and the DBF's contact information. DBF shall be able to attend HOA meetings to discuss the status of the project with the public, as needed.

8.8. Traffic Control, Regulations and Maintenance of Traffic

The DBF shall obey all traffic laws and comply with all the requirements, rules and regulations of FDOT, the CITY and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc. for the protection of traffic on public roadways.

The DBF shall maintain and protect access, for vehicular and pedestrian traffic, to and from all properties and business establishments adjoining or adjacent to those streets affected by its operations.

Upon submittal of the 90 percent design plans, the DBF shall prepare and submit Maintenance of Traffic (MOT) Plans to CITY for approval. The MOT Plans shall comply with the requirements of CITY and any other regulatory agency that may have jurisdiction within the project area.

8.9. Equipment and Materials

All equipment, materials, instruments or devices incorporated in this project shall be new and unused. All handling, maintenance and storage of these items shall be in accordance with the manufacturer's recommendations.

8.10. Permits, Licenses, and Fee Allowance for Government Agencies

The allowance amount indicated for this item is to pay for all permits, licenses, and other fees required of the DBF from the various agencies having jurisdiction for design and construction of the project. The allowance shown on the Price Proposal Form is an estimate of fees required. Payment will be based on the actual permit, license, or fee paid directly to agency, documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration, or other costs involved in obtaining permits or licenses or paying fees. The DBF shall submit documentation with pay request verifying actual cost. Only fees substantiated by the DBF and approved by the City's Project Manager will be paid as part of this allowance. Fees specifically excluded from this allowance include but are not limited to re-inspection fees and expired permit fees. Any balance in this item at the end of the project shall be credited back to the City.

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8.11. Other Conditions Allowance

The allowance amount indicated for this item is to pay for labor, materials, equipment and services necessary for modification or extra work required to complete the Project because of unforeseeable conditions, and unforeseeable conflicts between existing elements of work and the proposed work. Included in this allowance is work associated with other conditions or conflicts developing from other conditions. All work authorized for payment will be authorized in writing by the City. Amount to be paid per other conditions or conflicts shall be negotiated or agreed to by both parties.

Measurement and payment for other conditions will be based upon the furnishing, installing, and completing of the items and actual work required to address said other conditions. Prior to purchasing products for and performing other conditions work the DBF shall make the City aware of the other conditions and provide a field plan and cost for the work to be performed for the City's review prior to proceeding with the other conditions work. Payment for work shall only be made for the amount agreed upon for work the City's Project Manager deems acceptable.

8.12. Project Closeout

The DBF shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, temporary structures and facilities, construction signs, tools, scaffolding, materials, supplies and equipment which may have been used in the performance of the Work.

Before final acceptance of the project, the DBF shall submit to the City's Project Manager the following items:

1. Written test results of project components;
2. Certificates of inspection and acceptance by governing agencies having jurisdiction;
3. Record drawings signed and sealed by the Engineer-of-Record and Professional Land Surveyor;
4. Documentation demonstrating compliance with the specific conditions of all permits (including those obtained by the CITY along with DBF obtained permits); and
5. Releases from all parties who are entitled to claims against the subject project.

Final inspection of the work will be done by the City's Project Manager and the Engineer-of-Record for the DBF upon notification from the DBF. Any work not found acceptable will be noted on a "Punch List". Punch List work must be completed by the DBF to the satisfaction of the City's Project Manager prior to processing the final payment.

The DBF shall restore damaged areas or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation.

The DBF shall comply with all maintenance and guarantee requirements.

9.0 Fittings

Fittings for pressure systems shall be ductile iron with a minimum rating of 350 PSI. Stiffener inserts per ASTM 240 shall be used for all fittings and connections to pipe. Stiffeners shall be 304 Stainless Steel and be of wedge type design.

Service connections fittings shall be mechanical saddles with a minimum working pressure of 200 PSI. Connection fittings shall meet AWWA C906 and meet or exceed the pressure requirements of the HDPE pipe.

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Brass service fittings shall be compression type. Pack Joint brass service fittings shall not be used.

10.0 Open Cut Excavation and Backfill

The DBF shall excavate, grade and backfill as required for site underground piping systems. All excavations shall meet applicable OSHA, local and Federal Code requirements. Trench excavation, where required, shall be done in accordance with the requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". The DBF shall furnish, place and maintain sheeting and bracing to support sides of the excavation as necessary to provide safe working conditions in accordance with OSHA requirements.

Clean, sandy excavated materials free from organics, clay and construction debris can be used as pipe bedding when construction is in a dry condition and when the bedding is not sided by muck. Pipe bedding shall be able to pass through a 3/4-inch sieve. Bedding for wet installations shall be pea rock conforming to the requirements of ASTM C 33, Size Number 8. Bedding for all precast concrete items shall be crushed stone, conforming to the requirements of ASTM C 33, Size Number 57.

All excavations shall be free from water before pipe or structures are installed. The DBF shall use dewatering systems as necessary to permit construction in a dry condition. The DBF shall have responsibility for acquiring all necessary permits for disposal.

Compaction of backfill shall be 98 percent of the maximum density where the trench is located under structures or paved areas, and 95 percent of the maximum density elsewhere. More thorough compaction may be required when work is performed in other regulatory agencies' jurisdictions, such as the FDOT. Maximum density of material in trenches shall be determined by ASTM D 1557. Field density of the backfill material in place shall be determined by ASTM D 1556 or D 2922. The DBF shall be responsible for obtaining all density tests that may be required for the work.

10.1. Depth of Cover

Minimum depth of cover for underground piping systems in the uplands shall be 36-inches or greater as required by applicable regulatory agencies. Excavatable flowable fill shall be used if depth of top of pipe is less than 36-inches.

11.0 Valves**11.1. Tapping Valves and Sleeves**

Tapping valves shall be resilient wedge type meeting AWWA C509 and shall be connected by a machined projection on the outlet flanges of the tapping sleeves and crosses. The outlet ends shall conform in mechanical joint connections, except that the outside of the valves shall be larger than normal size to permit full diameter cuts.

Tapping valves shall comply in all other respects to the gate valve requirement of these specifications. All tapping valves must have a cast-in-alignment ring. VALVES, TAPPING: - Resilient seat only, Manufacturers: Mueller, or City Approved Equal.

All tapping sleeves shall have duck-tipped end gaskets, flanged outlet with American one hundred, twenty-five pounds (125 lbs.) standard template, mechanical joints in the main line, factory tested for 400 psi and with working pressure of two hundred (200) PSI, They shall be Ford Style FS1-SS, JCM Model 432 (4"- 12"), Mueller, or CITY approved equal. Stainless steel full clamp style may be considered on a case by case basis per City approval.

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11.2. Gate Valves

Gate valves shall be ductile iron body, fully resilient seat, non-rising stem sealed with O-rings, double disc, type 316 stainless steel bolting, rated at 250 psi and conforming to the latest revision of ANSI/AWWA C515. Exposed valves shall be outside screw and yoke type. Gate valves shall be Mueller, American, Clow, or approved equal.

11.2.1. Gate valves (Wheel Style)

Exposed wheel gate valves, unless otherwise specified or approved, shall be iron-body, bronze-mounted, double disc type, with flanged ends, and shall conform to the AWWA Standard Specification for Gate Valves for Ordinary Water Works Service, Designation C500. Exposed valves shall be outside screw and yoke type.

11.3. Ball Valves**11.3.1. Stainless Steel Ball Valves**

Ball valve shall be tight closing, shaft-mounted complying with Fed. Spec. WW-V-35, Type II, Class C, Style 3. Valve design shall eliminate metal-to-metal contact or wedging in the sealing action. Design pressure rating shall be greater than 150 psi. Valve body shall be one- or two-piece stainless-steel ASTM A351. Ball shall be stainless steel ASTM A276. Seat ring shall be reinforced TFE. Valve shall have a stainless steel 1/4 turn lever arm. Ends shall be threaded. Ball valve shall be Figure No. T-580-S6-R-66 as manufactured by Nibco, Inc. or equal.

11.3.2. PVC Ball Valves

Ball valves 2-inch and smaller for potable water service shall be schedule 80 NIBCO Model D or equal.

11.4. Valve Boxes

Valve boxes and covers for all size valves shall be of cast iron construction and adjustable screw-on type. The lid shall have cast in the metal the word "WATER" for the sewer force main. All valve boxes shall be six-inch (6") nominal diameter and shall be suitable for depths of the particular valve. Valve boxes shall be or Tyler Brand, or Equal. Cast iron valve box shall not rest directly upon the body of the valve or upon the pipe. The box shall be placed in proper alignment and to such an elevation that its top will be at the final grade. Back filling around both units shall be placed and compacted. Valve Boxes and Covers/Lids: - Manufacturer: Tyler Pipe/Union Foundry cast iron two-piece 5-1/4" shaft screw-type 6850 series, or Equal.

11.5. Valve Markers

Valve markers shall be installed for every new valve. Markers shall be installed adjacent to the valve boxes just below asphalt. Valve markers shall be 3M EMS near surface markers programmable with the 3M Dynatel 7550-ID/U12 Locator Kits or equal. DBF shall furnish a locator kit for this project.

12.0 Tracer Wire and Installation**12.1. Connectors**

All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.

Direct bury wire connectors shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner to prevent any uninsulated wire exposure.

12.2. Termination/Access

All trace wire termination points must utilize an approved trace wire access box (above ground access box or

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grade level/in-ground access box as applicable), specifically manufactured for this purpose. All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded. A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection. Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

Service wire on public property must terminate at an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.

Hydrant wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)

Long-runs, in excess of 500 linear feet without service laterals or hydrants access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48” polyethylene marker post, color coded per APWA standard for the specific utility being marked.

12.3. Grounding

Trace wire must be properly grounded at all dead ends, hydrant installation and service lines. Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.

When grounding the trace wire the grounding anode shall be installed in a direction 180 degrees opposite of the trace wire, at the maximum possible distance.

When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.

Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

13.0 Service Connections

Service saddles shall be Ductile Iron, epoxy or nylon coated, with double stainless-steel straps, or a single wide strap. Saddles shall conform to the latest revisions of ANSI/AWWA C111/21.11 and ASTM A588.

Service lines shall be polyethylene (PE) tubing as described in ANSI/AWWA C901, latest revision, with a working pressure of 200 psi (DR 9). Pipe joints shall be of the compression type, with totally confined grip seal and coupling nut. Polyethylene shall be extruded from PE 3408 high molecular weight materials and must conform to ASTM D2737.

Corporation stops shall be manufactured of brass alloy in accordance with ASTM B62 with threaded ends and shall be Mueller P-25008, Ford B41-444/B41-777, or approved equal.

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Meter stops shall be the 90-degree lock wing type and shall be of bronze construction in accordance with ASTM B62. Meter stops shall be closed button design, with a resilient "O" ring, sealed against external leakage at the top. Stops shall be equipped with a meter coupling nut on the outlet side, as manufactured by Mueller, Ford or approved equal. All meters (2 1/2" and smaller) and meter boxes will be supplied and installed by the Contractor. Meters larger than 2 1/2 inches will have special installation requirements. Meter boxes shall be Oldcastle Model FL12 / FL36 or approved equal.

14.0 Fire Hydrants

Fire hydrants shall have a minimum 5 1/4" valve opening and shall open against the pressure and close with the flow. Hydrants shall meet or exceed the requirements of the latest editions of ANSI/AWWA C502 or C503 and shall comply with Factory Mutual Research Corporation and Underwriters Laboratories UL246 Standard.

The depth of bury, measured from the bottom of the connecting pipe to the ground line of the hydrant, shall be three feet six inches minimum. Exact depth at each location shall be determined by depth of line to which the hydrant is connected. Inlet connection shall be six-inch mechanical joint.

Blue reflective pavement markers shall be provided in the center of the nearest lanes of road pavement adjacent to all fire hydrant locations. Hydrants maintained by the City shall be painted in accordance with City standards. Hydrants privately maintained shall be painted yellow.

All fire hydrants shall be Mueller Super Centurion Model 200 or American Darling Model B84B. No substitutions shall be permitted.

15.0 Concrete

All materials for concrete work shall comply with the requirements of ACI 301. Materials for concrete shall conform to the following requirements:

1. Cement shall be standard brand Portland cement conforming to ASTM C 150, Type II.
2. Water shall be potable and clean;
3. Aggregates shall conform to the Florida Building Code and ASTM C 33.
4. Ready mix concrete shall conform to the requirements of ASTM C 94.

Reinforcing steel shall conform to the following requirements:

1. Bar reinforcement shall conform to the requirements of ASTM A 615 for Grade 60 Billet Steel Reinforcement with supplementary requirement S-1.
2. Welded wire fabric reinforcement shall conform with the requirements of ASTM A 185.

Structural concrete (Class A concrete for use in vaults, pile caps, etc.) shall have a minimum 28-day compressive strength ratio of 4,000 psi per cubic yard. For site work concrete (Class B concrete for use in concrete fill, pavement, curbs and sidewalks), the minimum 28-day compressive strength ratio of 3,000 psi per cubic yard shall be used.

16.0 Site Restoration

The DBF shall restore damaged areas or temporarily relocated utilities and improvements to a condition equal to or better than original condition prior to such damage or temporary relocation.

The DBF shall make any repairs to landscaped and grassed areas that may be damaged by DBF activities. Landscaping and sodding in CITY rights-of-way shall be done in accordance with the applicable CITY standards.

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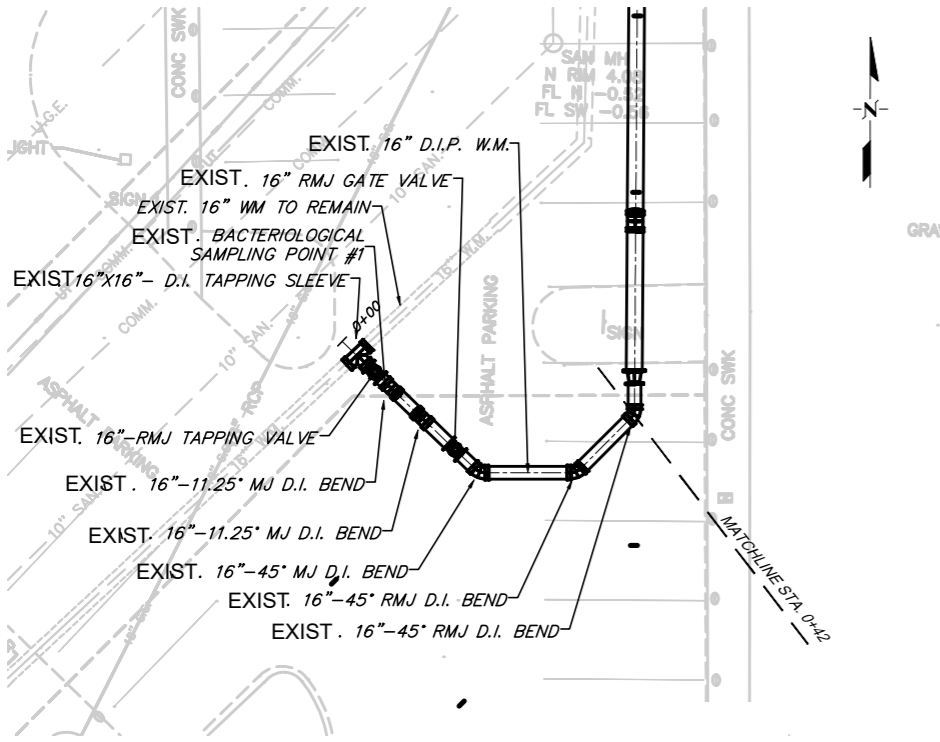
All damaged asphaltic concrete pavement shall be reconstructed in accordance with the requirements of applicable CITY Specifications. Full roadway restoration (milling and resurfacing) is required for all work in right of way.

All damaged signs, reflective pavement markers, traffic stripes and markings shall be replaced. The DBF shall replace any existing reflective pavement markers, traffic stripes and markings damaged during construction. Paint for traffic stripes and markings shall be in conformance with Broward County Standards. The DBF shall replace all signs damaged during construction. Traffic regulating signs shall conform to the colors, dimensions and requirements of the Federal Highway Administration document titled "Manual on Uniform Traffic Control Devices".

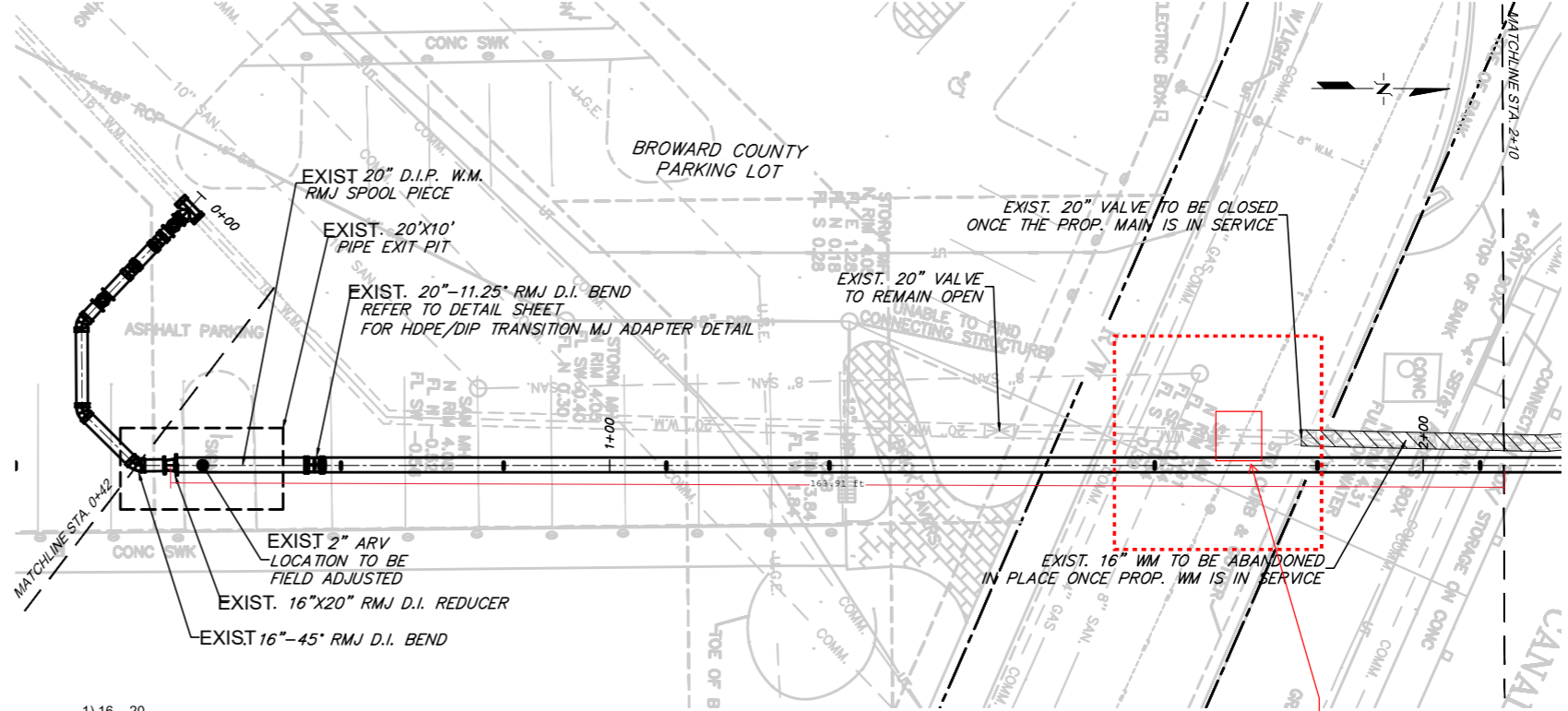
Damaged concrete pavement, curbs and sidewalks shall be reconstructed as new to existing lines, grades and dimensions.

Irrigation systems (piping, control wiring, etc.) damaged by DBF activities shall be restored to fully operational condition.

Exhibit B

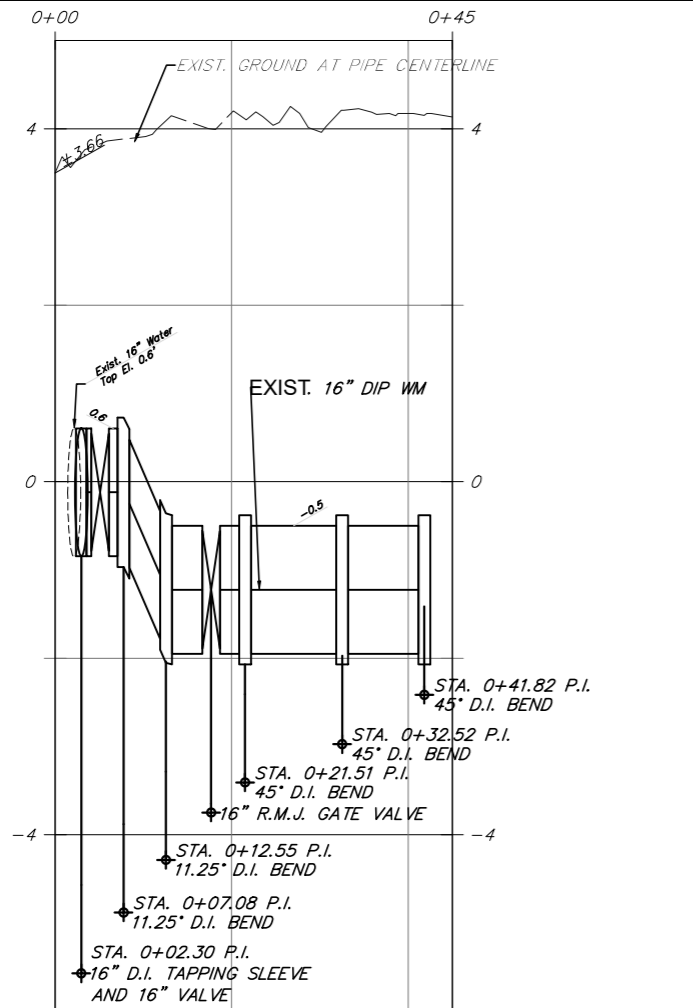


PLAN VIEW
SCALE: 1"=10'

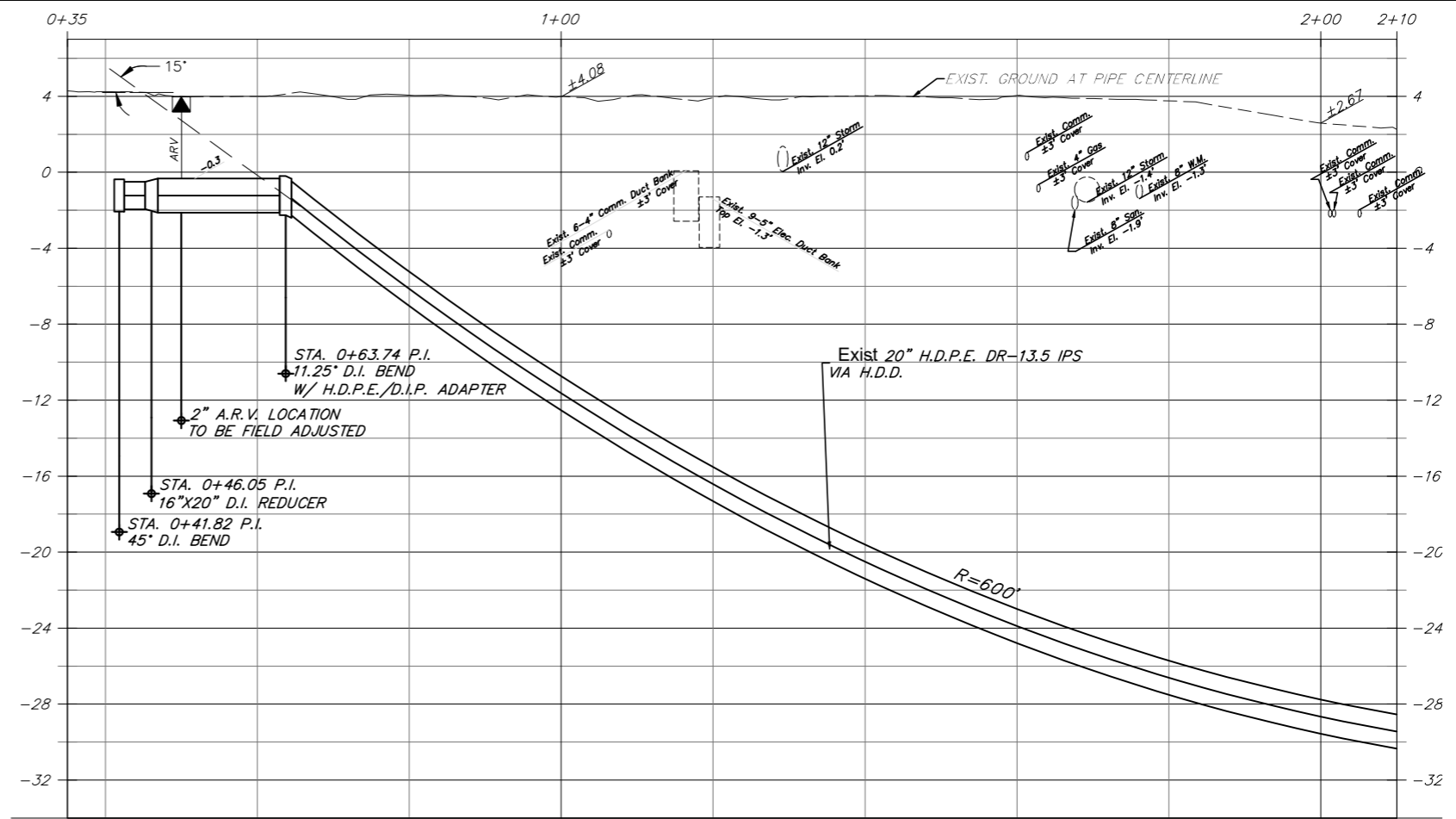


PLAN VIEW
SCALE: 1"=10'

Verify valve to be remove
Cut & Cap WM



PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=4'



PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=4'

D:\FT LAUDERDALE\10814-006-PLAN.DWG

ENGINEER:
#Name
REG. No. #NO.
DATE #DATE

DATE: 4/24/2020
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: WR
SCALE: 1"=40'
FIELD BOOK

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

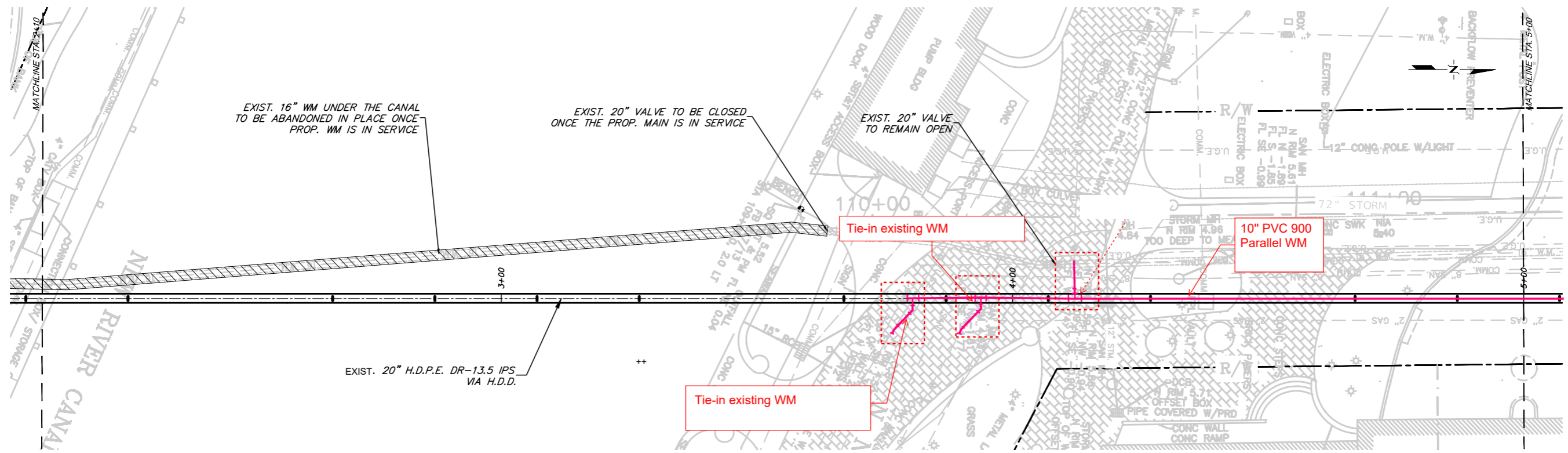
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|-----|------|----------|-------------|
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PROJECT # P10814
NEW CENTRAL RIVER
LARGE WATER MAIN CROSSING
PLAN & PROFILE
SE 1ST AVENUE

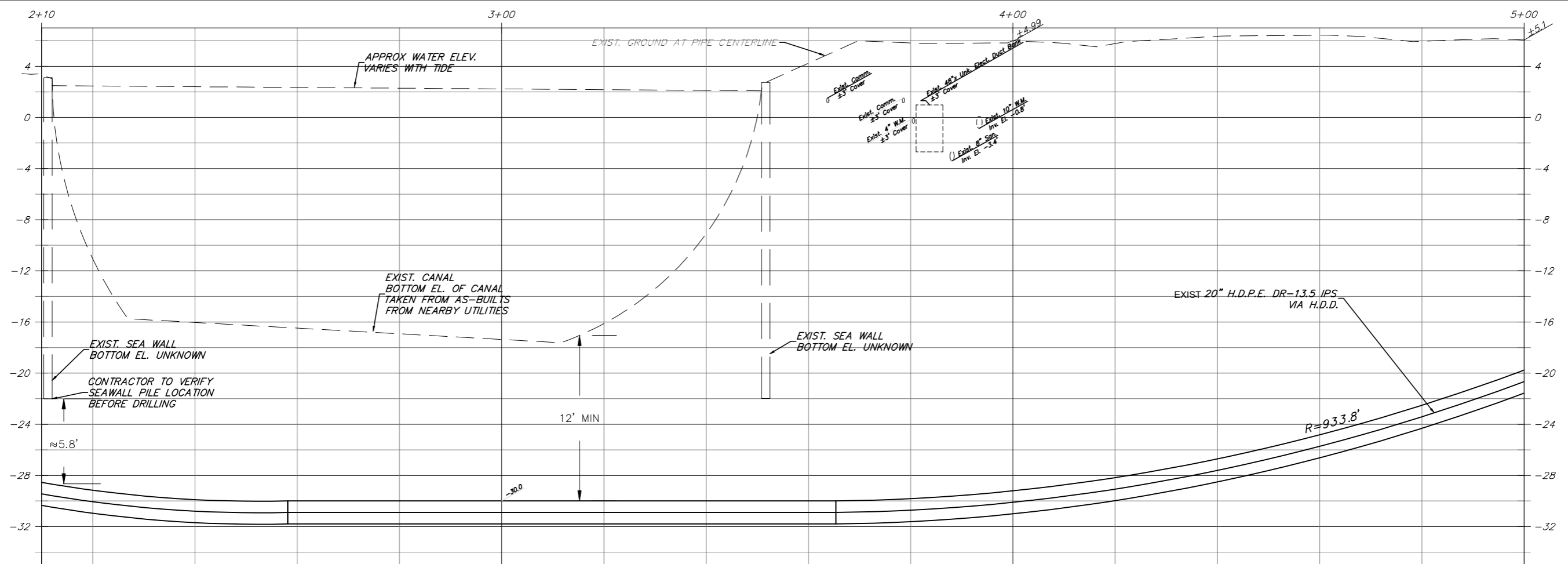
SHEET NO. OF
C-2 14
TOTAL: 14
CAD FILE:
10814-006-PLAN
DRAWING FILE NO.
4-XXX-XX

CAM # 22

Exhibit # 1
Page 59 of 194



PLAN VIEW
SCALE: 1"=10'



PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=4'

ENGINEER:
#Name
REG. No. #NO.
DATE #DATE

DATE: 4/24/2020
DRAWN BY: JC
DESIGNED BY: SCALE: 1"=40'
CHECKED BY: JC
FIELD BOOK: WR


CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

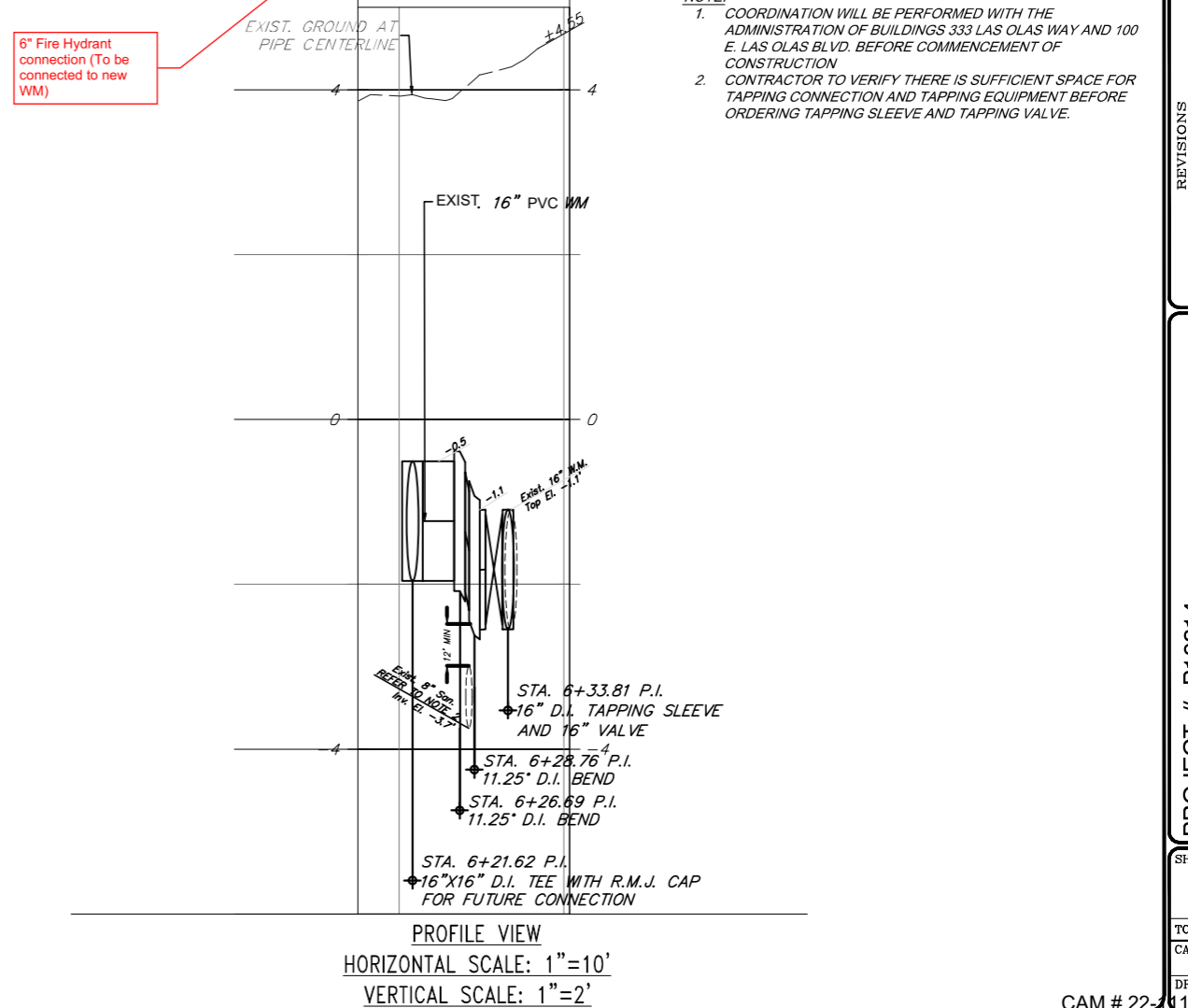
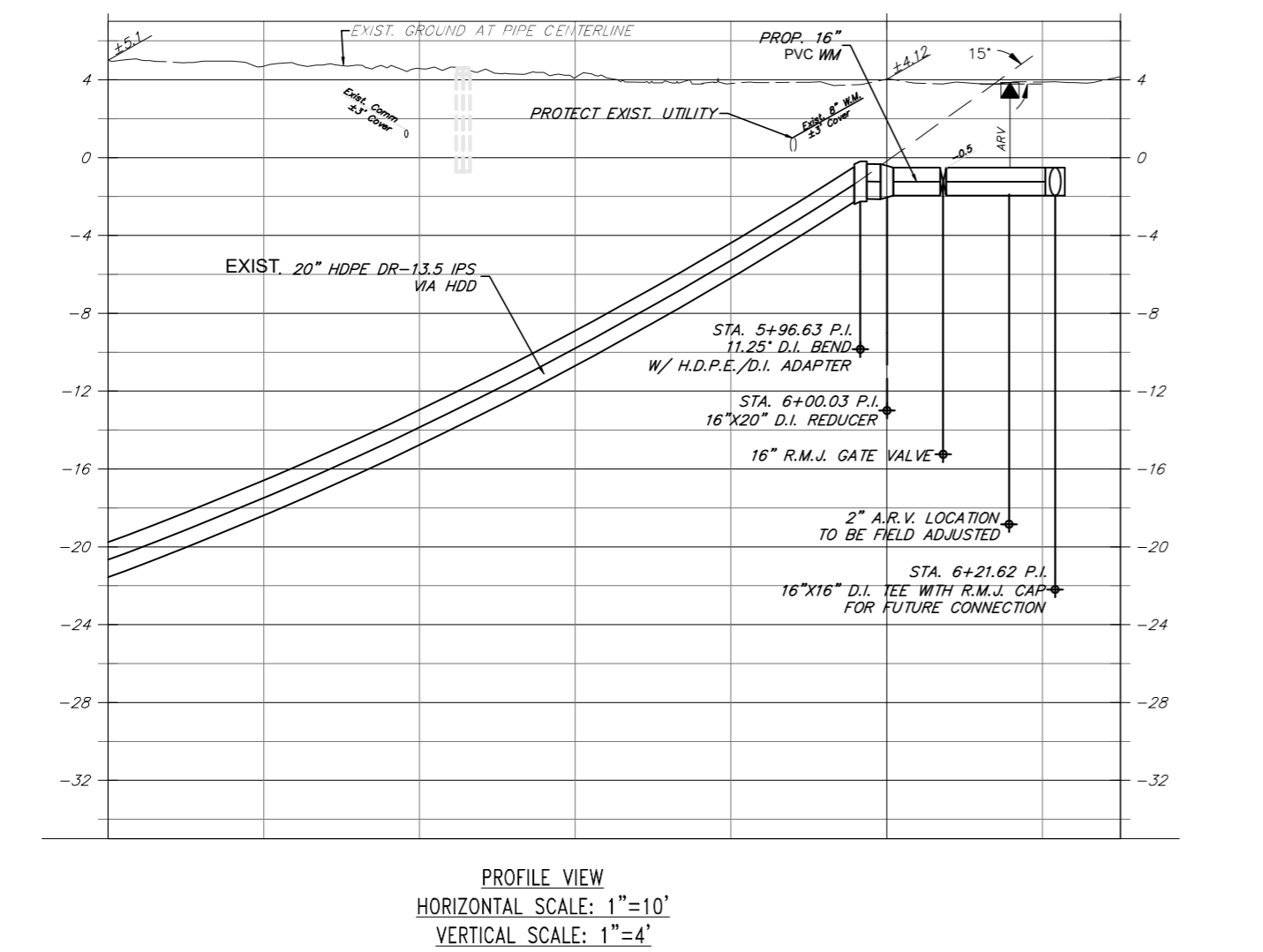
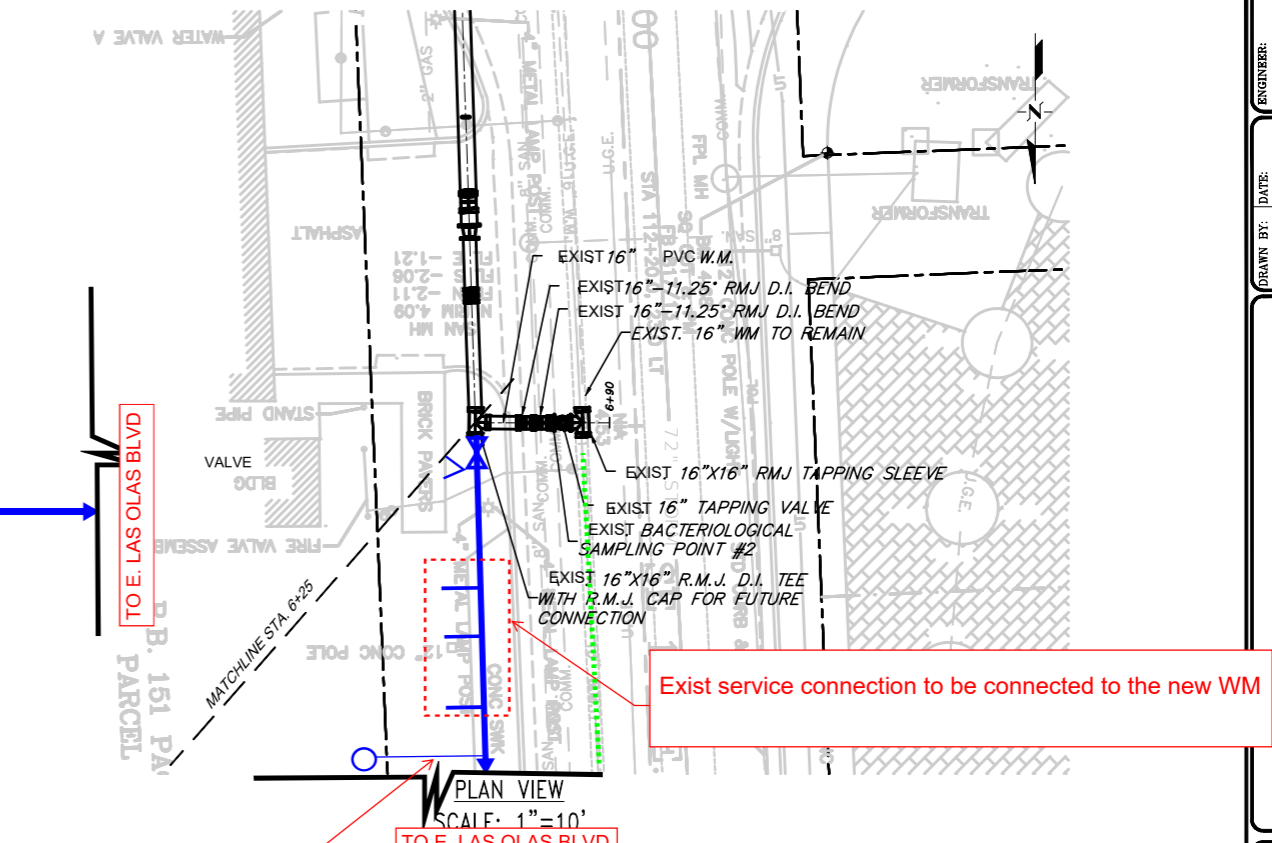
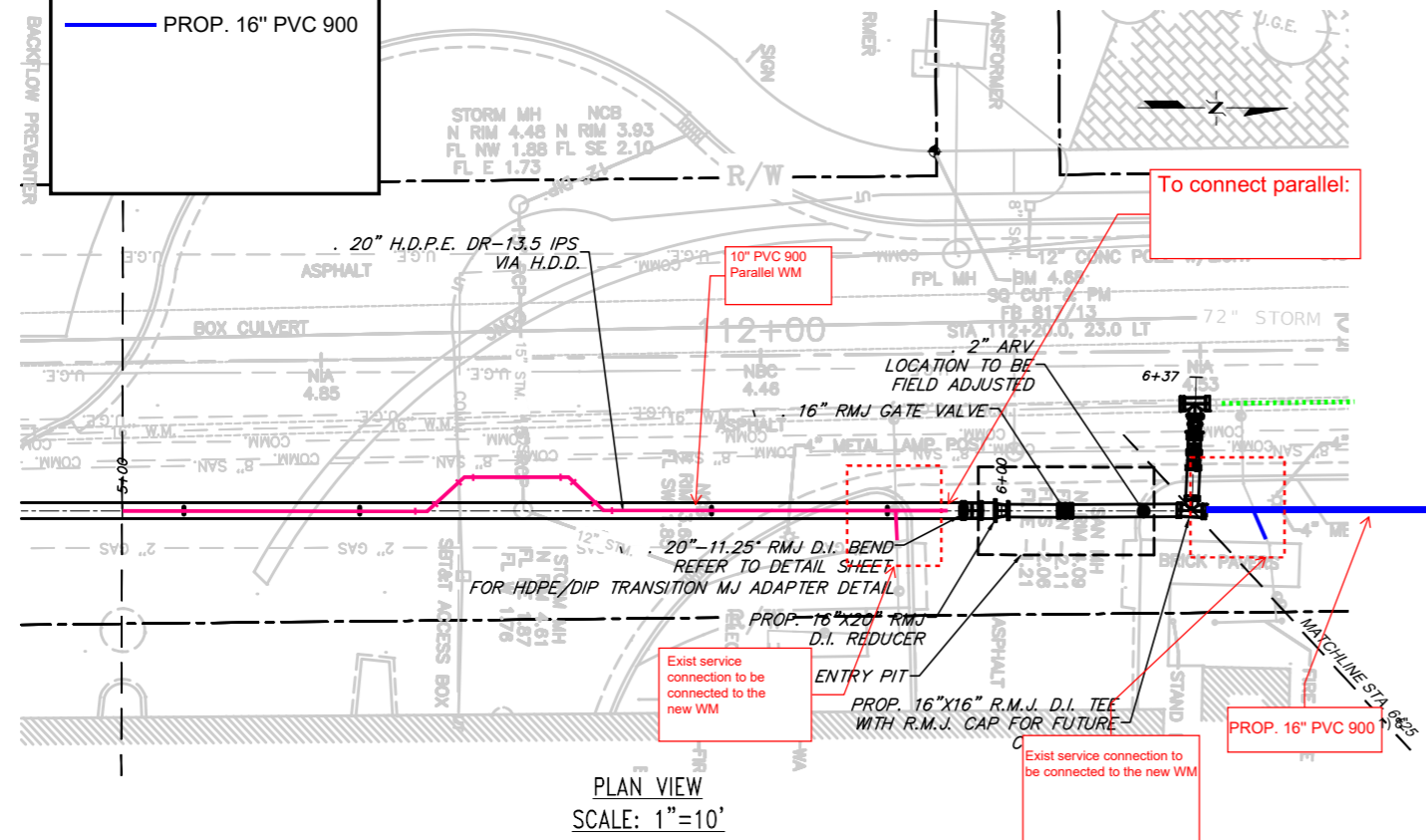
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PROJECT # P10814
NEW CENTRAL RIVER
LARGE WATER MAIN CROSSING
PLAN & PROFILE
SE 1ST AVENUE

SHEET NO. OF
C-3 14
TOTAL: 14
CAD FILE:
10814-006-PLAN
DRAWING FILE NO.
4-XXX-XX

CAM # 22

LEGEND:
 PROP. 16" PVC 900



- NOTE:**
- COORDINATION WILL BE PERFORMED WITH THE ADMINISTRATION OF BUILDINGS 333 LAS OLAS WAY AND 100 E. LAS OLAS BLVD. BEFORE COMMENCEMENT OF CONSTRUCTION
 - CONTRACTOR TO VERIFY THERE IS SUFFICIENT SPACE FOR TAPPING CONNECTION AND TAPPING EQUIPMENT BEFORE ORDERING TAPPING SLEEVE AND TAPPING VALVE.

ENGINEER:
#Name
REG. No. #NO.
DATE #DATE

DRAWN BY: JC
DATE: 4/24/2020
DESIGNED BY: SCALE: 1"=40'
CHECKED BY: WR
FIELD BOOK

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

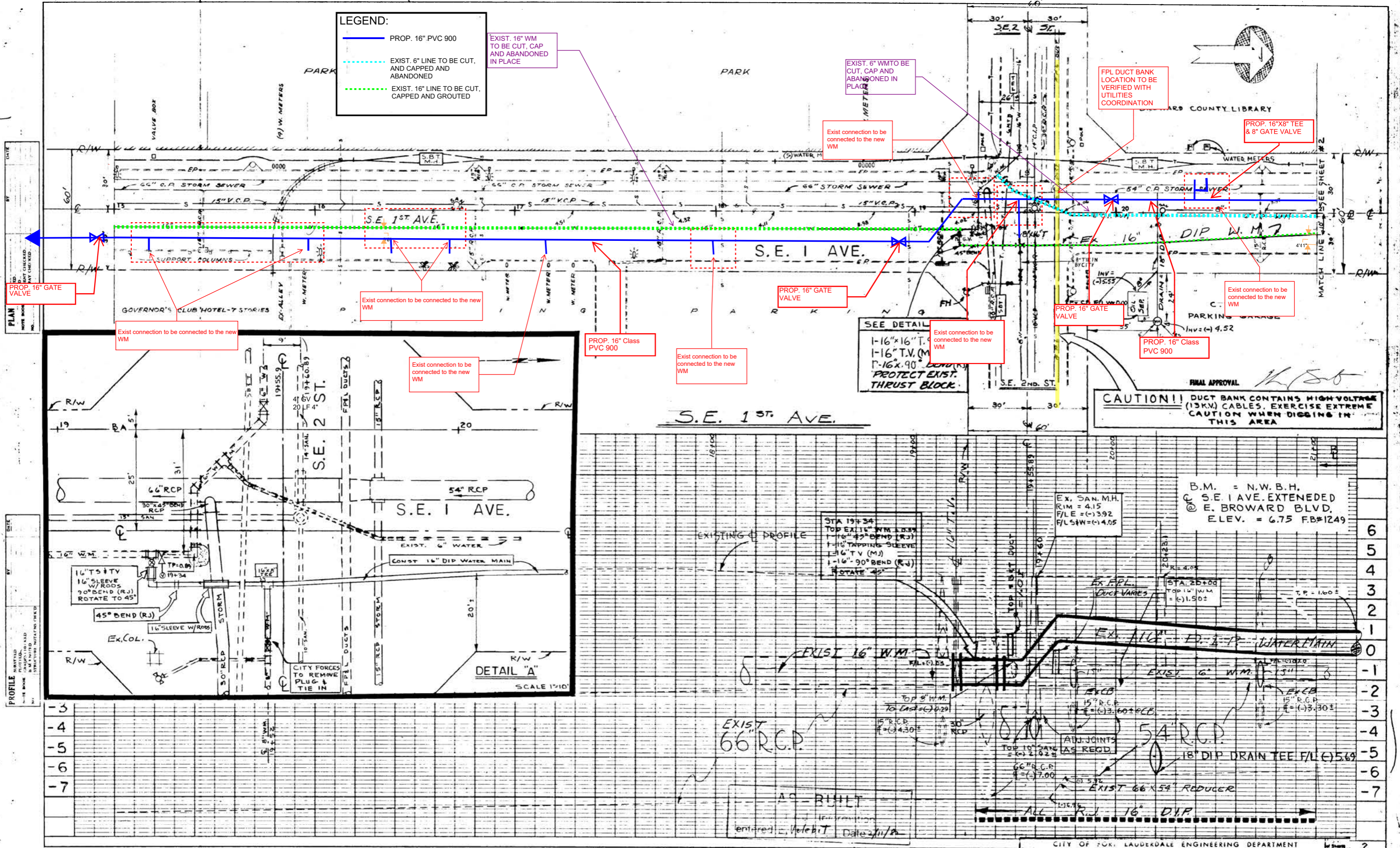
| NO. | DATE | BY | DESCRIPTION |
|-----|------|----|-------------|
| | | | |
| | | | |
| | | | |

PROJECT # P10814
NEW CENTRAL RIVER
LARGE WATER MAIN CROSSING
PLAN & PROFILE
SE 1ST AVENUE

SHEET NO. OF
C-4 14
TOTAL: 14
CAD FILE:
10814-006-PLAN
DRAWING FILE NO.
115 4-XXX-XX

CAM # 22

D:\FT LAUDERDALE\10814-006-PLAN.DWG

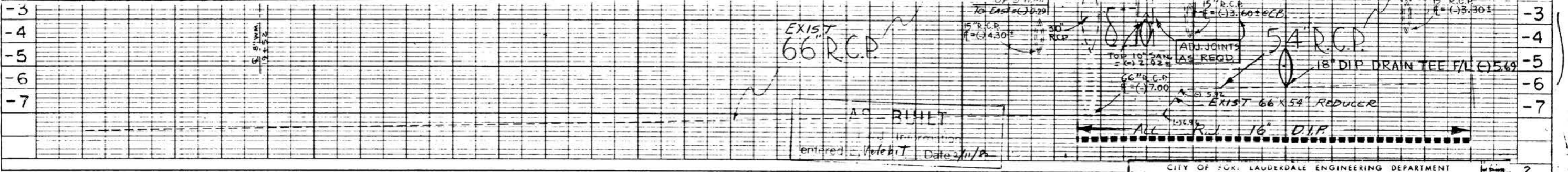
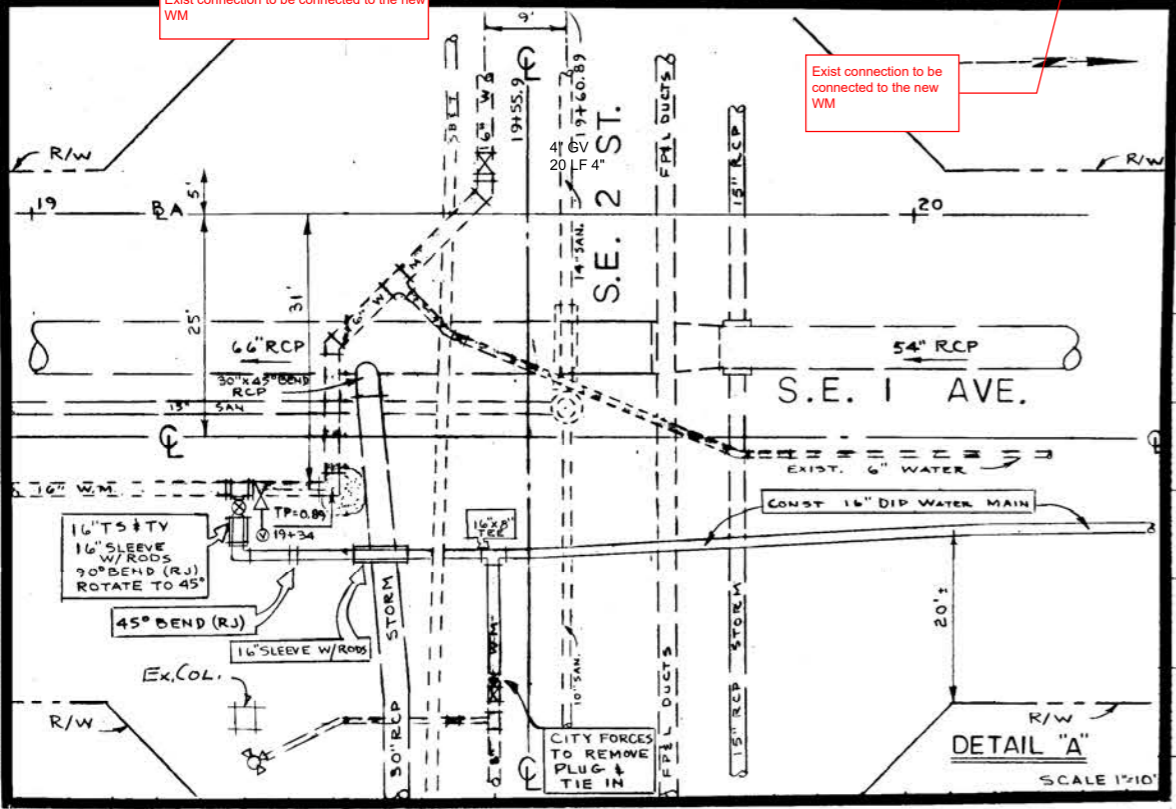


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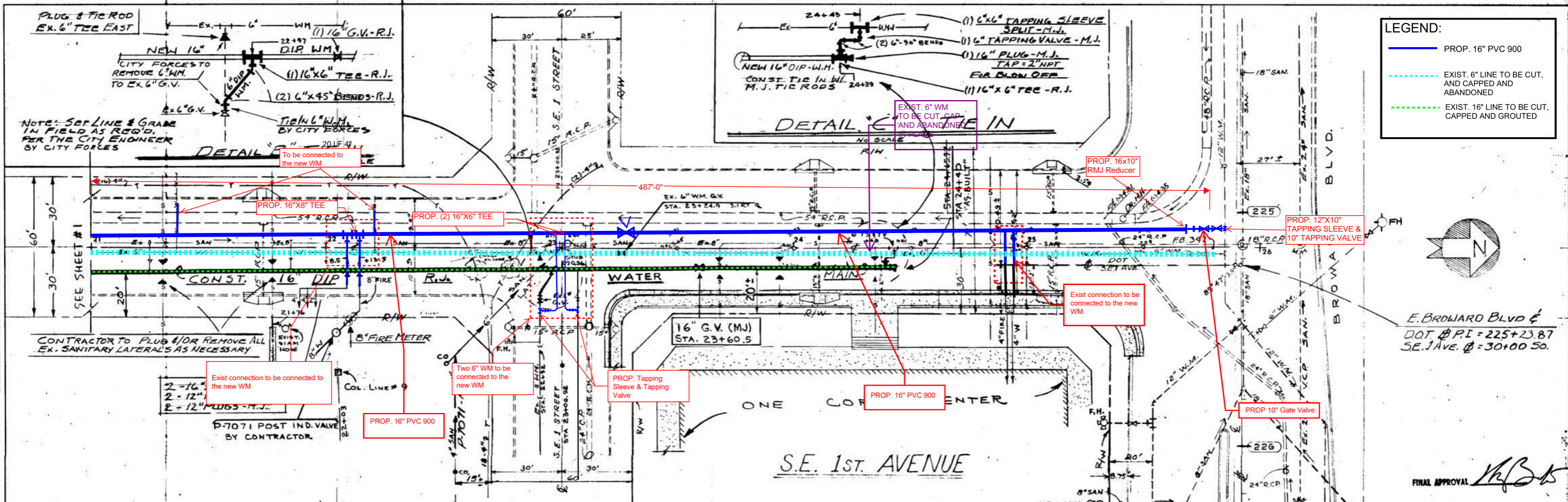
- PROP. 16" PVC 900
- - - EXIST. 6" LINE TO BE CUT, AND CAPPED AND ABANDONED
- · - · EXIST. 16" LINE TO BE CUT, CAPPED AND GROUTED

PLAN
DATE: _____
BY: _____
CHECKED BY: _____
DATE: _____

PROFILE
DATE: _____
BY: _____
CHECKED BY: _____
DATE: _____

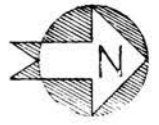


| | | |
|--|----------------|-----------------------------|
| CITY OF FORT LAUDERDALE ENGINEERING DEPARTMENT | | 2 |
| JAN 1981 | 327/1249 | P-1648 WATER MAIN EXTENSION |
| DESIGN BY: HOSNEY BOUTROS | DATE: 12/15/80 | 4-95-17 |
| 2 E. 1ST AVE FROM S.E. 2ND ST. TO SOUTH OF BROWARD BLVD = 742D | | 1 |



LEGEND:

- PROP. 16" PVC 900
- EXIST. 6" LINE TO BE CUT, AND CAPPED AND ABANDONED
- EXIST. 16" LINE TO BE CUT, CAPPED AND GROUTED

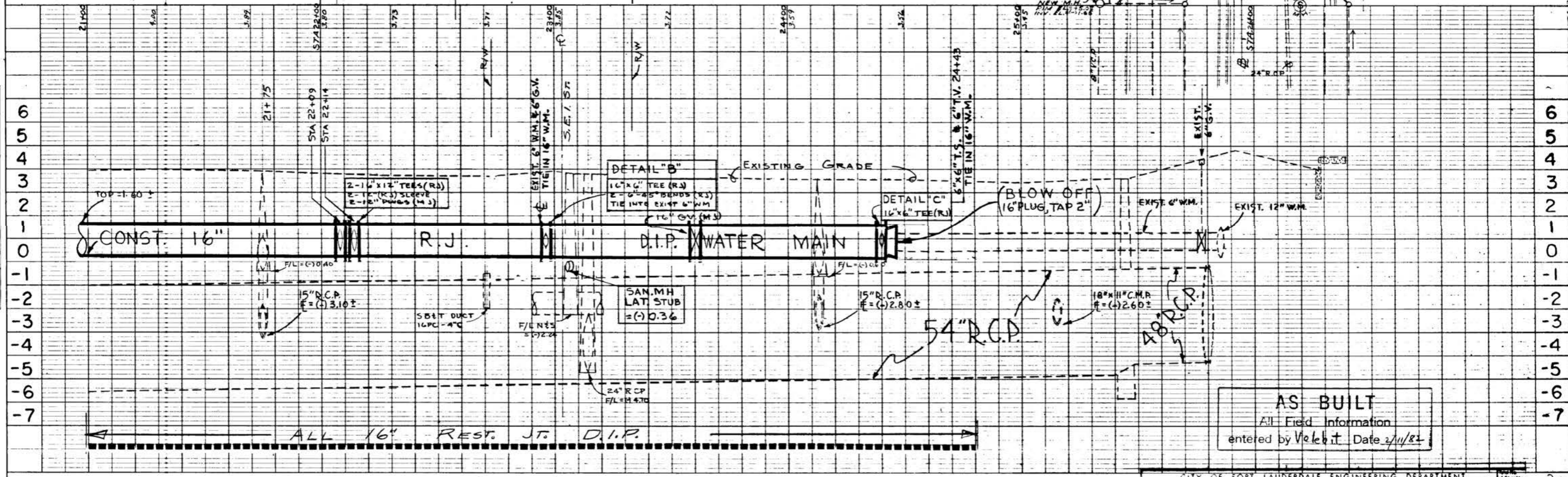


E. BROWARD BLVD &
DOT @ P.I. = 225+23.87
S.E. 1 AVE. @ = 30+00.50.

FINAL APPROVAL *[Signature]*

| | |
|-------|---------|
| DATE | |
| BY | |
| PLAN: | REVISED |
| | NOTICE |
| | ALIGNED |
| | CHECKED |
| | DATE |
| | BY |
| | NO. |

| | |
|----------|---------|
| DATE | |
| BY | |
| PROFILE: | REVISED |
| | NOTICE |
| | BARRED |
| | CHECKED |
| | DATE |
| | BY |
| | NO. |



AS BUILT
All Field Information
entered by Velebit Date 2/11/82

PLATE 1 PLAN PROFILE OF P. & S. STANDARD
EUGENE DIEZGEN CO.

| | | | |
|--|------------------|---|----------------------|
| CITY OF FORT LAUDERDALE ENGINEERING DEPARTMENT | | | |
| JAN. 1981 | 342/1249 | D-7648 | WATER MAIN EXTENSION |
| DESIGN BY: HOSNEY BOUTROS | AS BUILT 2/24/82 | 5.E. 1ST AVE FROM S.E. 2ND ST. TO CAN #229145 | 2 |
| SOUTH OF BROWARD BOULEVARD | | | 2 |

Exhibit C

DRAWING INDEX

| | |
|---|--------------------|
| 1 | COVER |
| 2 | TOPOGRAPHIC SURVEY |

LEGEND:

| ABBREVIATIONS | DESCRIPTION | SYMBOL | DESCRIPTION |
|---------------|----------------------------------|--------|------------------------|
| AV | AIR VALVE | ⬇ | BENCH MARK |
| AVMH | AIR VALVE MANHOLE | ⬇ | BURIED SBT&T |
| APPROX. | APPROXIMATE | ⊗ | BUSH |
| ASPH | ASPHALT | —CATV— | CABLE TELEVISION |
| BK | BACK | —X—X— | CHAIN LINK FENCE |
| BTM | BOTTOM | # # # | EXISTING ELEVATIONS |
| CCB | C TYPE CATCH BASIN | ⊕ | FIRE HYDRANT |
| CL | CENTER LINE | —FM— | FORCE MAIN |
| C.L.F. | CHAIN LINK FENCE | —G— | GAS LINE |
| CONC. | CONCRETE | ⊔ | GUY ANCHOR |
| CNR. | CORNER | ⊔ | HEDGE |
| CMP | CORRUGATED METAL PIPE | IP | IRON PIPE |
| CPP | CRUMPLER PLASTIC PIPE | ⊔ | IRRIGATION CONTROL BOX |
| DCB | D TYPE CATCH BASIN | ⊔ | MAILBOX |
| DIA | DIAMETER | ○ | MANHOLE |
| DIP | DUCTILE IRON PIPE | ○ | METAL POST |
| ELEC | ELECTRIC | ○ | MONITORING WELL |
| ELEV | ELEVATION | —OH— | OVERHEAD WIRES |
| FB | FIELD BOOK | ☎ | PALM TREE |
| FPL | FLORIDA POWER AND LIGHT | ⊕ | PARKING METER |
| FL | FLOW LINE | ⊔ | PARKING STOP |
| FL CB | FLOW LINE CATCH BASIN | --- | PROPERTY EASEMENT |
| FND | FOUND | --- | PROPERTY LINE |
| HDPE | HIGH DENSITY POLYETHYLENE | * | SPANISH BAYONET |
| A-2 CB | INLET CATCH BASIN | ○ | ROCK |
| I.R. | IRON ROD | ⊕ | SIAMESE CONNECTION |
| M.H. | MANHOLE | * | SPANISH BAYONET |
| MEAS | MEASURE | ⊕ | SPOT LIGHT |
| NCB | N TYPE CATCH BASIN | ⊔ | SQUARE DRAIN |
| NIA | NAIL IN ASPHALT | ⊔ | SURVEY MARKER |
| NBC | NAIL IN BOTTLE CAP | ⊔ | TRAFFIC SIGN |
| NIC | NAIL IN CONCRETE | ⊕ | TREE |
| N.T.S. | NOT TO SCALE | —UE— | UNDERGROUND ELECTRIC |
| O.R. | OFFICIAL RECORD | ⊕ | ASBUILT WATER VALVE |
| P.K. | PARKER KALON FASTENERS | ⊕ | TOPO WATER VALVE |
| P.B. | PLAT BOOK | —W— | WATER MAIN |
| P.O.C. | POINT ON CURB | M | WATER METER BOX |
| P.S.M. | PROFESSIONAL SURVEYOR AND MAPPER | ○ | WOOD POLE |
| PCP | PERMANENT CONTROL POINT | --- | RIGHT OF WAY |
| PVC | POLYVINYL CHLORIDE PIPE | | |
| RCP | REINFORCED CONCRETE PIPE | | |
| RND | ROUND | | |
| SAN | SANITARY | | |
| SWK | SIDEWALK | | |
| ST | STORM | | |
| TYP | TYPICAL | | |
| VCP | VITRIFIED CLAY PIPE | | |
| UNK | UNKNOWN | | |
| P.B. | PLAT BOOK | | |
| PG | PAGE | | |
| BLK | BLOCK | | |

DESCRIPTION: SOUTHEAST 1 AVENUE

A PORTION OF SOUTHEAST 1 AVENUE RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF EAST BROWARD BOULEVARD AND BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF NORTH FORK NEW RIVER.

ALL SAID LANDS BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



CITY OF FORT LAUDERDALE

10814

NEW RIVER WATER MAIN CROSSING IMPROVEMENTS

SE 1 AVE BETWEEN BROWARD BLVD TO N. FORK NEW RIVER

FORT LAUDERDALE, FLORIDA

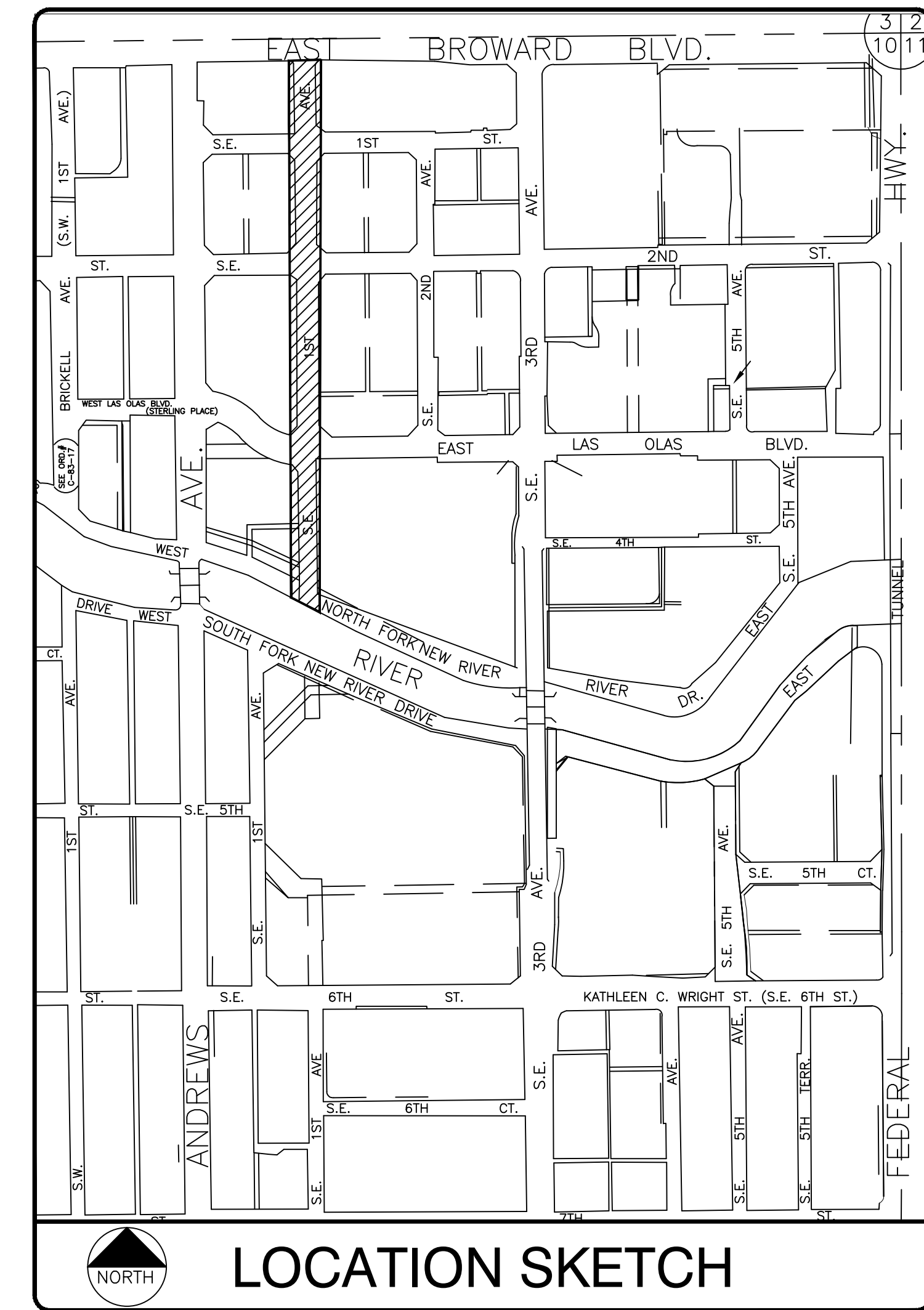
NOTES:

- THIS TOPOGRAPHIC SURVEY IS LIMITED TO THE LOCATION OF ABOVE GROUND IMPROVEMENTS AND SPOT ELEVATIONS WITHIN THE DESCRIBED RIGHT OF WAY, EXCEPT AS INDICATED, SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) IN FEET AND DECIMALS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AND CONVERTED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). THE DATUM WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 UTILIZING THE U.S. ARMY CORPS OF ENGINEERS PROGRAM VERTCON. THE MODEL VALUE OF (-)1.585 WAS ADDED ALGEBRAICALLY TO THE NGVD 1929 HEIGHT.
- BENCHMARK DESCRIPTION: CITY OF FORT LAUDERDALE BENCHMARK, FIELD BOOK 2151, PAGE 64, DESCRIBED AS FOLLOWS: PM TOP BACK CURB (P.C.) @ SE CORNER OF SE 1 AVE AND SE 1 ST ELEVATION= 4.021' (NGVD 1929) OR 2.436' (NAVD88)
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS SHOWN HEREON IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS IS ±0.08'.
- THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 20' OR SMALLER.
- PROPERTY LINES SHOWN ARE BASED ON ADJACENT PLATS AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- THIS IS NOT A BOUNDARY SURVEY
- HORIZONTAL FEATURE LOCATIONS ARE TO THE CENTER OF SYMBOLS AND MAY HAVE BEEN ENLARGED FOR CLARITY. DISTANCES AND ELEVATIONS SHOWN HEREON ARE UNITED STATES SURVEY FEET.
- DATE OF LAST SURVEY FIELD WORK: SEPTEMBER 30th, 2021.
- UNDERGROUND UTILITIES WERE NOT LOCATED.

CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL W. DONALDSON
 PROFESSIONAL SURVEYOR AND MAPPER
 NO. 6490 STATE OF FLORIDA
 SIGNED: _____



10814
NEW RIVER WATER MAIN CROSSING
TOPOGRAPHIC SURVEY
 SE 1 AVE BETWEEN BROWARD BLVD TO N. FORK NEW RIVER

 **CITY OF FORT LAUDERDALE**
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

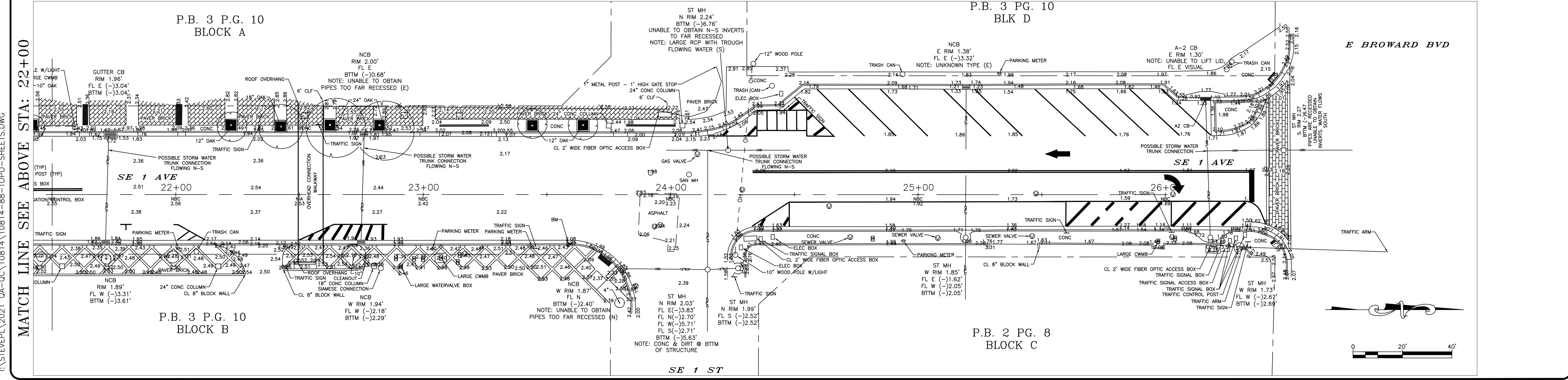
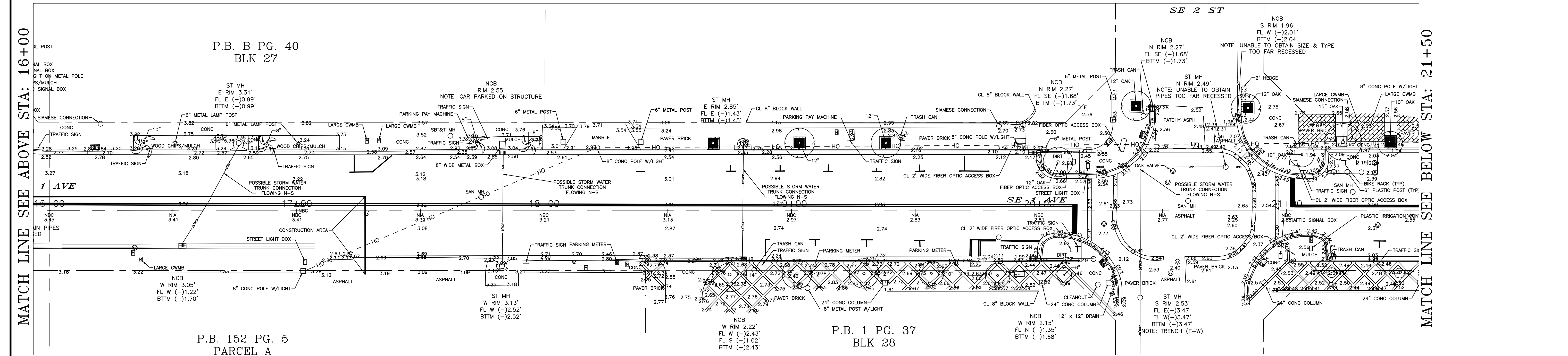
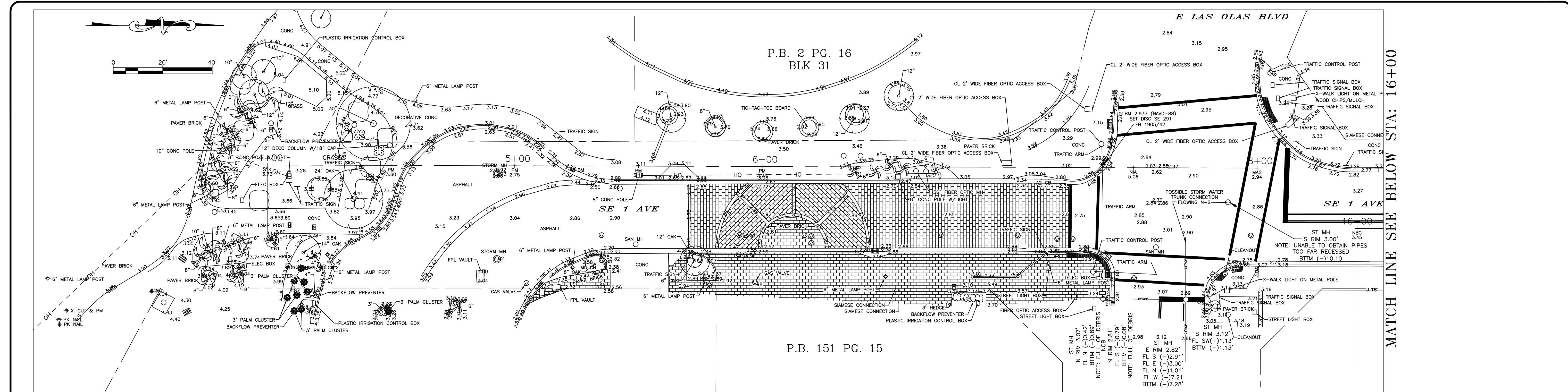
FORT LAUDERDALE CITY COMMISSION

| | |
|-------------------|-----------------------------|
| DEAN J. TRANTALIS | MAYOR |
| HEATHER MORAITIS | COMMISSIONER - DISTRICT I |
| STEVEN GLASSMAN | COMMISSIONER - DISTRICT II |
| ROBERT McKINZIE | COMMISSIONER - DISTRICT III |
| BEN SORENSEN | COMMISSIONER - DISTRICT IV |

| PROJECT MANAGER | JOB TITLE | PHONE NO. |
|-----------------|-----------|-----------|
| | | |

DATE: 10/12/2021
 CAD FILE: 10814-88-TOPO-SHEETS
 DRAWING FILE No.: 4-143-03

SHEETS 1 OF 2



ENGINEER: #Name #NO. DATE: #DATE

DESIGNED BY: SCALE: 1:20

CHECKED BY: CH SP

FIELD BOOK: TEL: #Tel FAX: #Fax

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

| NO. | DATE | BY | CHK'D | DESCRIPTION |
|-----|------|----|-------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

REVISIONS

NO. DATE BY CHK'D DESCRIPTION

PROJECT # 10814
NEW RIVER WATER MAIN CROSSING
TOPOGRAPHIC SURVEY
TOPO

SE 1 AVE-BROWARD BLVD TO N NEW RIVER

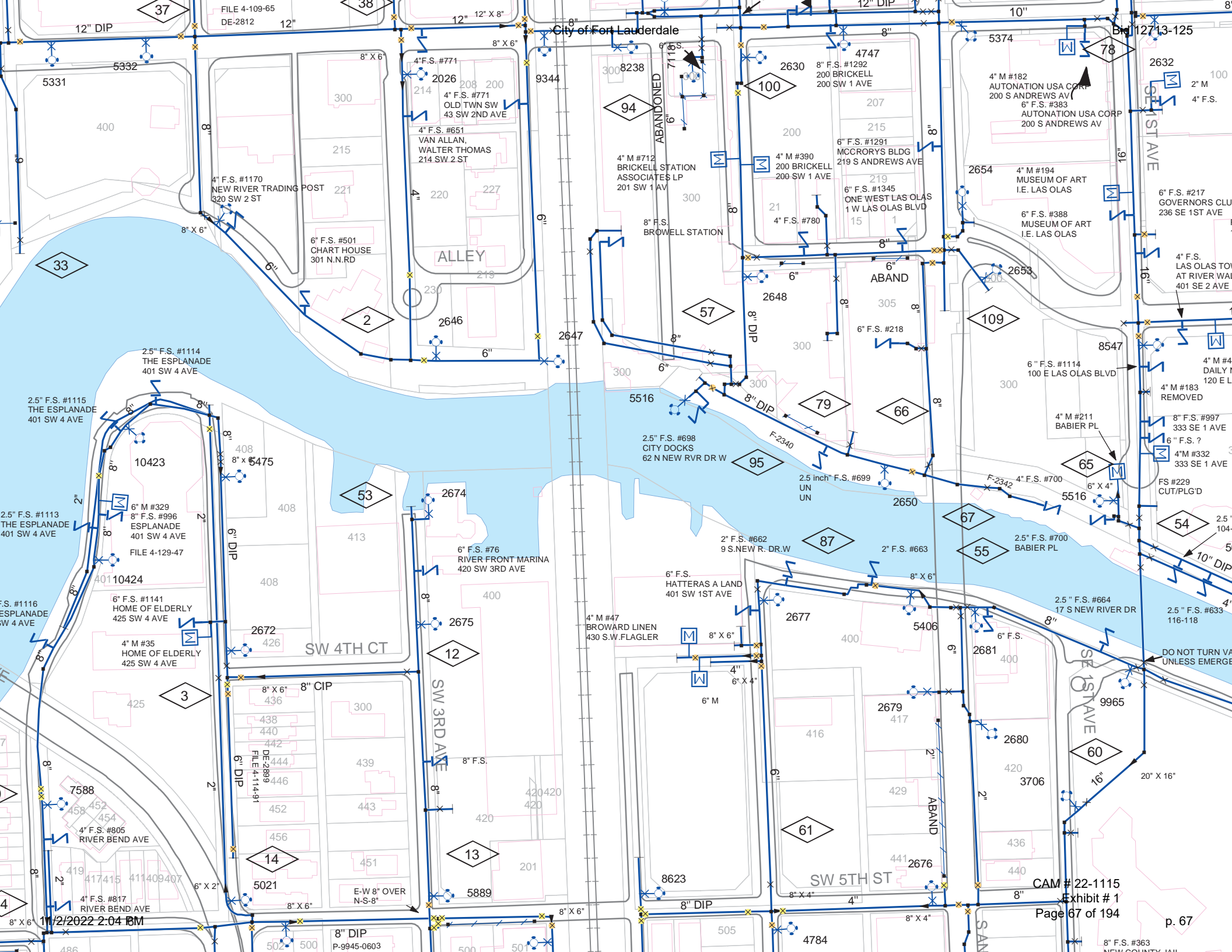
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TOTAL: 2

CAD FILE: 10814-88-TOPO-SHEETS

DRAWING FILE NO. 4-08-2023

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City of Fort Lauderdale

FILE 4-109-65
DE-2812

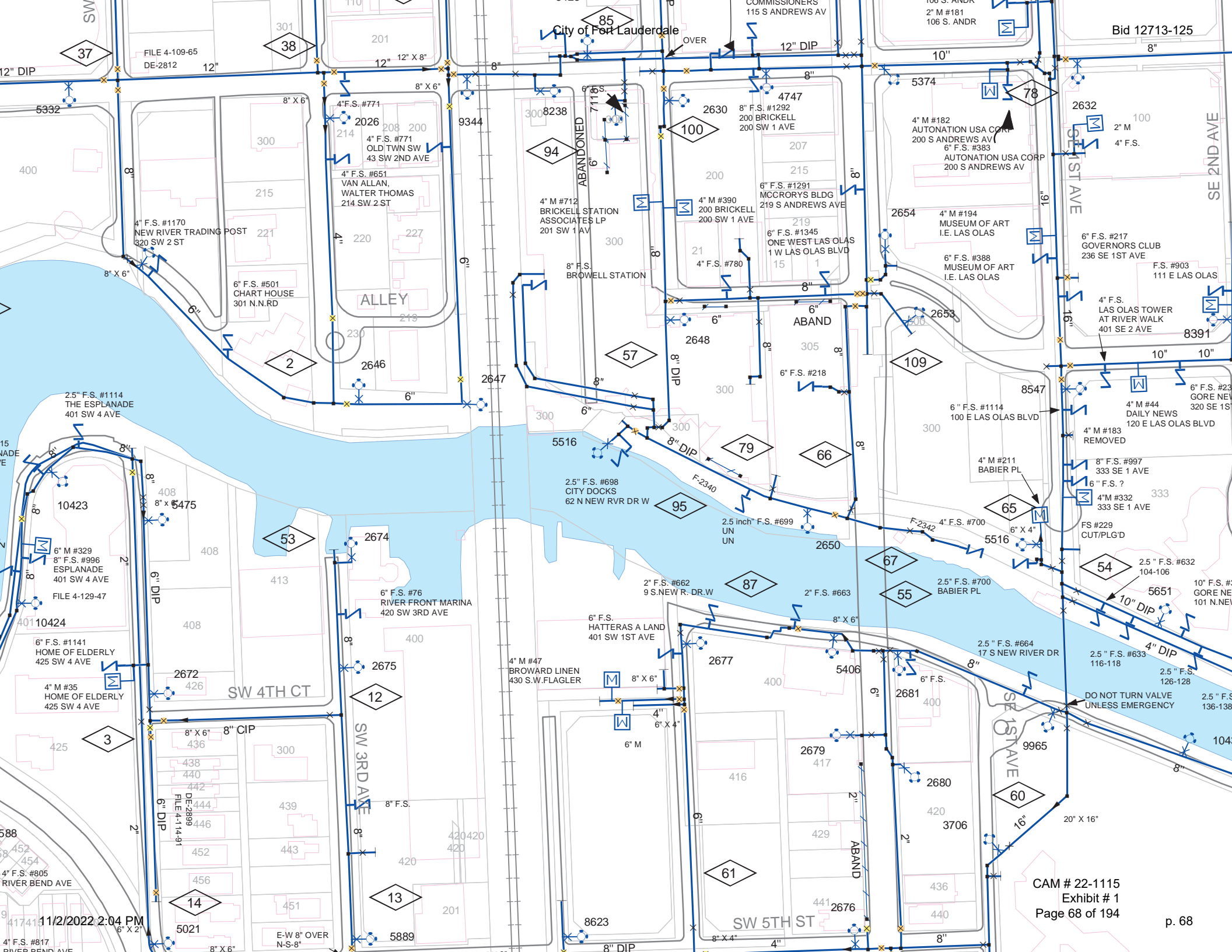
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Exhibit # 1

Page 67 of 194

p. 67

11/2/2022 2:04 PM

8" F.S. #363
NEW COUNTY JAIL

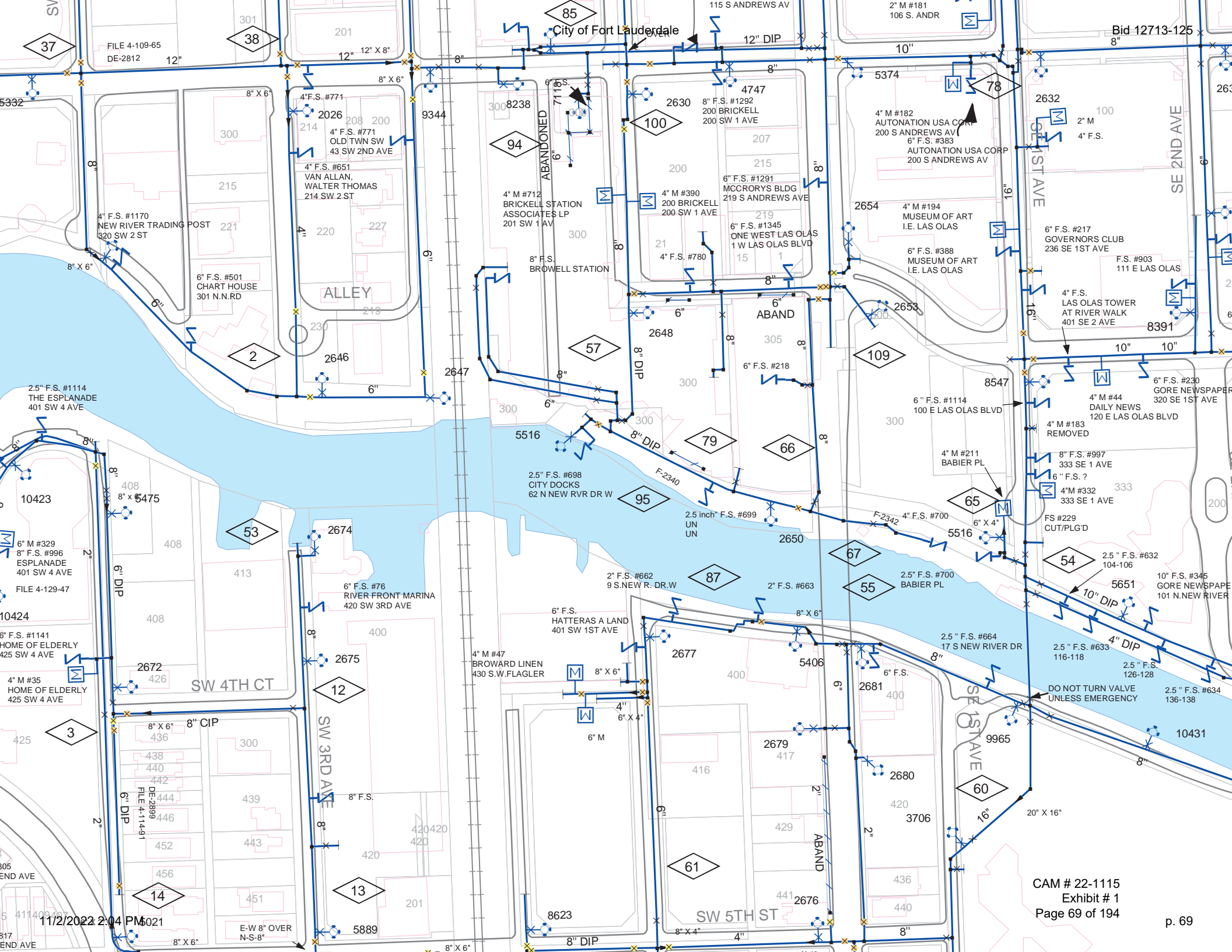


City of Fort Lauderdale

Bid 12713-125

CAM # 22-1115
Exhibit # 1
Page 68 of 194

11/2/2022 2:04 PM



City of Fort Lauderdale

Bid 12713-125

FILE 4-109-65
DE-2812

CAM # 22-1115
Exhibit # 1
Page 69 of 194

11/2/2022 2:04 PM 021

p. 69

Exhibit D

**CITY OF FORT LAUDERDALE PUBLIC WORKS
ENGINEERING & ARCHITECTURAL DEPARTMENT
CADD SPECIFICATIONS FOR PROJECT DRAWINGS**



CITY OF FORT LAUDERDALE

11/2/2022 2:04 PM

OCTOBER 2015

*THIS DOCUMENT WAS PREPARED IN THE CITY OF FORT LAUDERDALE ENGINEERING &
ARCHITECTURAL DEPARTMENT BY THE CADD STANDARDS COMMITTEE*

*THIS DOCUMENT MAY BE DOWNLOADED FROM
[HTTP://WWW.FORTLAUDERDALE.GOV/ENGINEERING/INDEX.HTM](http://www.fortlauderdale.gov/engineering/index.htm)*



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1. PURPOSE

The Engineering division provides engineering, architectural, landscaping and project management services; and has put together a set of drafting standards to be used in all computer-aided drawings. The intent is to standardize the way electronic drawing files are produced and to make all drawing files regardless of who produced them, familiar in look and content to all the production staff in the division.

Consultants are encouraged to familiarize themselves with recent existing City project files prior to commencing a project for the City of Fort Lauderdale, in order to achieve true conformity with the way drawing files are to be produced. Below are some of the criteria, **which must be followed**. This document may not cover all circumstances; therefore it is up to the consultant to secure the pertinent information to any situation that may arise in a particular case that is not covered here. All files submitted to the City shall be free of passwords or any other impediment to their free use. The City of Fort Lauderdale's Engineering Division reserves the right to direct a consultant as to the desired manner to proceed when a situation is not addressed here.

2. VERSION

- 2.1. All drawings shall be produced in an AutoCAD® based product and saved in AutoCAD® 2013 format. Software included but, not limited to:
 - 2.1.1. AutoCAD
 - 2.1.2. AutoCAD LT
 - 2.1.3. AutoCAD Civil 3D
 - 2.1.4. AutoCAD Map 3D
 - 2.1.5. Revit

Please see CADD Coordinator prior to creating drawings with software not listed.

- 2.2. Drawing files submitted will be 100% AutoCAD (dwg) format and 100% editable.
- 2.3. The current version of AutoCAD at the time these standards are established is AutoCAD 2016. These standards can only address those issues pertaining to that version of AutoCAD. If a new version of AutoCAD is released prior to revising these standards, projects shall still be submitted in AutoCAD 2013. Once the City upgrades to the newer version of AutoCAD, that version shall be the official version and at the time the City shall determine if submittals in earlier versions are acceptable. All drawing files in a project shall be saved in the same version of AutoCAD.

3. COVER SHEETS AND TITLE BLOCKS

- 3.1. The City's title block/sheet border symbol shall be used on all drawings except the cover sheet. No modifications shall be made except for values of the attributes present in the block.
- 3.2. All projects shall have a cover sheet. For the cover sheet, consultants shall use the City's cover sheet symbol. Consultants shall not make any modifications to the city's cover sheet, including renaming the block. The cover sheet shall be inserted at an XYZ scale of 1; and plotted with a final size of 36"X24" at scale 1:1, in PAPERSPACE.
- 3.3. The standard title block/sheet border shall be inserted in "paper space" and shall be inserted at an XYZ scale of 1. The viewports can be zoomed to produce the desired final scale within the viewport and will be plotted with a final size of 36X24 at scale 1:1.
- 3.4. All projects will be made to plot in a standard ARCH D 36" X 24" sheet. The City's standard title block/sheet border SHALL NOT be inserted with dissimilar 'x' and 'y' scales in order to plot in a final size other than the standard.

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4. SCALES

- 4.1. All drawing plan-views and horizontal scale of profiles and cross-sections will be drawn in scale 1:1 in model space, and drawing accuracy shall be 0.01' or better. That is, on a 'DIST' inquiry between consecutive 100-foot stations on a baseline, the result should be 100.00'.
- 4.2. Details will be drawn 1:1 and then scaled in a paper space window. Certain details need to be drawn with different horizontal and vertical scales for clarity (e.g. typical roadway cross-section). There are however very few instances where it is not practical to draw details to any scale e.g. where drawings are intended to be diagrammatic or schematic; and for those instances only, a scale will not be required. Such drawings will be noted "NOT TO SCALE" or "NO SCALE".
- 4.3. Plots for projects will be produced at a scale commonly used by the engineering/architectural profession; (e.g. 1" = 20', 1" = 30', 1/4"= 1', etc). Following are examples of unacceptable scales: 1" = 27', 1"=70', etc.
- 4.4. Vertical scale for cross-sections and profiles will be drawn to a scale in the same ratio as the final plotted product i.e.: if the final plot is horizontal 1"= 20', and the vertical 1"= 2', then the vertical scale is 10 times that of the horizontal.
- 4.5. Drawing files that are not scale relevant, like index sheet, notes and schedules, shall fill the scale attribute box with the notation "N/A". The notation "NTS" or "NOT TO SCALE" shall be left to those drawing files that are scalable, but are shown in a scale not measurable with a typical engineering or architectural scale, like details, schematics, etc.

5. EXTERNAL REFERENCES

- 5.1. Projects shall make use of external reference files (x-refs) to separate different disciplines and sub-consultants or design teams involved.
 - 5.1.1. X-ref files shall be limited to one per discipline. There shall be no more than one consultant's work into a single x-ref file i.e.: no design shall be placed directly on a survey file, or electrical design on an architectural file, etc.
 - 5.1.1.1. Within each discipline, all entities shall be drawn in the same file: line work, text, notes, dimensions, leaders, etc. shall all be placed in the same file and space (MODELSPACE). Exception: Revision clouds.
 - 5.1.2. In engineering projects, all civil work (demolition, concrete, asphalt, pavers) may be placed in one x-ref per discipline, per consultant, per building (if project is multi building), or at the discretion of the project manager may be further segregated into several x-refs.
 - 5.1.3. Larger projects that involve multiple buildings and/or sites may make use of more than 1 x-ref per discipline upon approval of x-ref list by the city.
 - 5.1.4. Details, general notes, logos, etc. SHALL not be x-referenced.
 - 5.1.5. If during the course of a project design a consultant decides to make use of x-ref for anything other than background support, the final product shall not contain x-ref and layer names with x-ref file name prefixes will not be accepted.
- 5.2. Survey information shall be in its own x-ref's (see **Base Drawing** section in these standards).
 - 5.2.1. The base drawing shall be x-referenced into all x-refs drawings.
 - 5.2.2. There shall be no duplicate base information. Footprints to be used as a base for design shall not be duplicated. Example: Two or more footprints of a building drawn side by side in an x-ref.
- 5.3. Underground utilities (more than one in a project) may be placed in a single x-ref, or each in its own.
 - 5.3.1. In underground utilities where a profile is needed, the area shall be in the same x-ref as the plan view for the profiled area.

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- 5.4. Architectural projects shall also be segregated by specialty.
- 5.5. Electrical, mechanical, foundation, plumbing, roof, etc. shall be either in its own x-ref file, or grouped by sub-consultant, or design group at the discretion of the project manager.
- 5.6. X-ref files shall have no paths. Project drawing files, which contain x- refs with paths, will not be accepted. Consultants will have to strip all paths from x-refs, or initially x-ref with no paths.
- 5.7. If an x-ref is "bound" it shall be "insert" and not "bind" type of x-ref thereby no extraneous layer names are created.
- 5.8. Profiles shall be drawn in the same file as the plan view and all entities of a profile shall remain together in the same file. Line work, grid, all text, notes, leaders, etc. shall be all together.

6. BASE DRAWING

- 6.1. The base survey shall be made of 4 base files:
 - #####SURV.DWG
 - #####BSLN.DWG
 - #####TOPO.DWG
 - #####UTIL.DWG

The «#s" are place-holders for the project number. If utility markings are gathered at a later date from the original survey, then this information can be added to the «#####UTIL.DWG"

- 6.1.1. The #####SURV.DWG" file shall be the main file and the others shall be XREFED into it. This shall contain any notes which are not location sensitive, and may be moved modified, rotated to accommodate clearer design drawings.
- 6.1.2. The #####BSLN.DWG shall contain the baselines of survey, including stationing and descriptions of points set, the lot and block, boundaries and relevant information. All survey markers, found or set.
- 6.1.3. The #####TOPO.DWG shall contain all topography, elevations and other field collected information, not related to horizontal survey control. All survey benchmarks, descriptions and elevations shall be included in this file. Above ground evidence of utilities and any directly measured utility information, such as inverts and pipe sizes shall be included in this file.
- 6.1.4. The #####UTIL.DWG shall contain the field location of paint marks, stakes or other utility markings, which indicate the presence of an approximate location of underground utilities. Test holes or borings shall also be included. Any other inferred or extrapolated locations shall also be placed in this file.
- 6.1.5. Any issues not clearly covered in this paragraph shall be referred to the city surveyor for clarification prior to the commencement of any survey work.

- 6.2. Topographical surveys in AutoCAD format shall not be cut or disseminated into several files in order to create individual sheets.
- 6.3. Topographic survey files shall not have parts deleted because proposed project does not cover those portions. In that case open a paper space window that will show just the portion of survey needed or use XCLIP.

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- 6.4. Topographic surveys SHALL NOT BE MOVED SPATIALLY within the drawing file, nor shall the consultant or city staff, change the coordinate system to anything other than what was received from survey, UNDER ANY CIRCUMSTANCE. If a consultant furnished the survey it shall be in 'WCS' and the survey shall have the north at 12 o'clock.
- 6.5. Files of topographic survey shall only have topographic information. These files shall be x-referenced into a new file where the proposed project will be designed.
- 6.6. The base topographical survey file shall be produced in several files, x-referenced, one within the other. This will make possible to make adjustments to some aspects of the file without the possibility of making changes to the more critical parts of the survey. The following paragraph is a description of what each file holds and a procedural explanation on how to create such a file. It is not intended directly to the designer, but to the survey personnel responsible for creating the survey base file.
- 6.7. In projects that use a base drawing other than a survey, like an architectural project of plant facility, all disciplines shall make use of a common base drawing, inserted as an x-ref. If there is an update then it is simple to update drawings from all disciplines. No design group shall take the base drawing and modify it in any manner. Through the use of x-referencing, all permitted changes (layer color, line type, etc.) can be accomplished.

7. UNITS

- 7.1. Engineering projects shall use:
 - 7.1.1. Decimal as linear units at all times.
 - 7.1.2. Angular units shall be surveyor (bearings) units.
 - 7.1.3. Angles shall be measured counter-clockwise and 0 shall be to the east.
- 7.2. Architectural projects shall use:
 - 7.2.1. Architectural units.
 - 7.2.2. Angular units shall be degrees, minutes, seconds.
 - 7.2.3. Angles shall be measured counterclockwise and 0 shall be to the right (east).
 - 7.2.4. 1" grid, and entities snap to the grid.
- 7.3. Dimensions shall:
 - 7.3.1. Have a scale factor of 1
 - 7.3.1.1. The scale factor may be changed to 12 or 1/12 when integrating engineering and architectural line work; example site plans, or architectural details displayed in an engineering drawing with decimal units.
 - 7.3.1.2. The scale factor can also be changed to 1/10 in profiles that are drawn 10 times larger vertically than horizontally. Accuracy for plan view design in water, sewer, storm and site electrical projects can be 0.1'.
 - 7.3.2. Precision of 0.01' for decimal units and 1/8 for architectural units, with the default value displayed.

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8. SYMBOLS & ENTITIES

- 8.1. *Blocks will be issued* with the most common symbols used in City projects. From time to time these symbols will be revised and/or new symbols will be added. If for any reason there is a need to create a block either for local use or to keep for future projects, that block shall comply with all City CAD standards.
- 8.2. Standard issue symbols shall NOT be exploded, renamed or changed in any way. Objects that are repeated throughout and/or that are depicted in an exaggerated scale for clarity (fire hydrants, power poles, catch basins, street lamps, etc.) shall be represented by a symbol. If a symbol CAN be used it SHALL be used.
- 8.3. Whenever possible, make use of the City's standard symbols and blocks. If a new symbol or block is created, it shall be submitted to the City for approval. Approved symbols and blocks will be made part of the City's symbols library, royalty free. North arrows, graphical scales, logos, location maps and other similar symbols shall be inserted as blocks and left unexploded.
- 8.4. Consultants may insert their company logo or identification information in the form of a block (symbol) and left unexploded. This block can be placed in all sheets including the cover sheet within the drawing area of each sheet.
- 8.5. Dimensions shall be associative at all times and left at their default value, and shall NOT be exploded.
- 8.6. Hatch patterns shall NOT be exploded. Hatch patterns and closed polylines forming the hatch boundary shall be the only entities permitted on hatch layers.

9. PAPERSPACE

- 9.1. Paper space shall be used for title block/sheet border and viewports. No other entities shall be placed there, especially notes that describe parts of model space entities (notes with a leader). Exceptions: logos, captions, legends, general notes and revision clouds.
- 9.2. Title block/sheet borders or cover sheets shall NOT be x-refed.
- 9.3. All drawing entities will be confined within the sheet border. Extents of the drawing files shall be to the edge of title block/sheet border. Multiple layouts are permitted, however only one sheet border per layout is allowed.

10. COLORS AND LINE WEIGHTS

- 10.1. The City will provide a line weight chart (CTB) to be used.
- 10.2. Submitted drawings shall make use of one of the city's templates, which have the "Layout" page setup, configured with the city's configuration files (PC3, CTB and PMP).
- 10.3. All entities shall be located in their appropriate layer, and have a color and line type "BYLAYER". The ONLY exception to this rule is a Utility XREF drawing (e.g.: 10272XREFUTIL) where the color of the layers continues to be "BYLAYER", but different line types may be used in the same layer to identify different utility types and sizes.
- 10.4. Colors are not fixed to layers; they are dependent on the discipline. When entities for a particular discipline need to be displayed in drawing files for other disciplines, colors may be setup differently in

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order for features to stand out. E.g. Survey drawings will show survey features solid and stand-out. The same survey features will look dimmed in landscape drawings.

- 10.5. The project manager shall be the final judge of the plotted appearance of the drawings. Consultant shall furnish a printed copy of all drawing files using the City's line weight chart (CTB) file for color approval by the City.
- 10.6. There are certain entities which make use of custom line types, and that rely on the line type to be identified. If the line type is changed, then the entity loses its identity. Examples are fences: they can make use of a custom line type that identifies them. These entities can be placed in a layer with a different line type and the identity of the fence is preserved. For these cases, it is permissible to make these entities non- ByLayer. There are other examples in electrical drawings.

11. FONTS

- 11.1. Since fonts are not carried with the drawing files and depends on the computer that is running AutoCAD to find and use these font files. No third party or proprietary fonts shall be used. Drawing files shall not make use of SHAPE files.
- 11.2. It is possible to automatically substitute fonts not found in the AutoCAD path. The City may (at their discretion) substitute odd fonts with ROMANS.SHX.

12. LAYERS

- 12.1. The engineer or technician working on the project must determine what color to use from the "LINE WEIGHTS AND GREY SCALE CHART" supplied by the City, in order to get the desired effect, and the City will give the final approval.
- 12.2. The list of layer names used in all City of Fort Lauderdale projects is a separate document in the form of a MS Excel spreadsheet.
- 12.3. The City of Fort Lauderdale Engineering Division adheres for the most part (but not totally) to the CAD Layer Guidelines and has adopted the long format; it has up to 16 alphanumeric characters, and is divided in fields or groups.

X-XXXX-XXXX-XXXX

Above is an example of the format, also known as the 1-4-4-4.

- 11/2/2022 2:04 PM 12.4. The City will provide a list of layer names to be used. If there is a project for which there are no layer names (which pertain to that discipline), the consultant shall provide a list of proposed layer names based on the layer guidelines, for the City's approval, prior to their use. Once approved by the City, those layer names will become part of the City's list of layer names for all projects thereon or until revised.
- 12.5. No layer names, other than those in the City's layer name list, will be present in drawing files. Exceptions are those layer names automatically created by AutoCAD; "0", "DEFPOINTS", "ASHADE".



- 12.6. Layering:**
 - 12.6.1.** All text, labels, mtext, etc. that is placed in paper space shall be in layers: #-SHBD-TEXT and/or #-SHBD-NOTE;
 - 12.6.2.** Consultants' logo shall be placed in layer #-SHBD-LOGO;
 - 12.6.3.** Viewports shall be placed in layer: #-SHBD-VPRT;
 - 12.6.4.** General line work in paper space like lines to separate areas or viewports, etc. shall be placed in layer: #-SHBD.
 - 12.6.5.** All general text shall be placed in a single layer, unless there is a justification for the contrary.
 - 12.6.6.** North arrows and graphic scales shall be placed in layer: #-SHBD-NARW.
 - 12.6.7.** Leaders shall be placed in a "TEXT" or "NOTE" layer together with the accompanying text.

- 12.7.** Layer names that duplicate the discipline and the major group shall not be used. Examples are: E-ELEC, D-DEMO, H-HVAC, 1-INST, F-FIRE, Q-EQPM.

- 12.8.** Details, sections elevations, do not in general need layer management. Since there is seldom layer manipulation (on, off), the minor group names that distinguish line weight were created. The City uses the discipline, major group designating the object to draw (DETL, SECT, ELEV, etc) and then the minor group designating the line weight. The minor group names are: XFIN, FINE, MEDM, HEVY AND XHEV.

13. GENERAL ISSUES BEFORE SUBMITTAL

- 13.1.** Complete drawing set (DWG) shall be submitted no later than the 60% project submittal for design review and fully compliant with the City's CAD standards' drawing set shall be submitted prior to submittal to the building department for permit. All drawing files shall have all tabs (layouts) zoomed to EXTENTS, prior to any submittal to the City, whether it is the final or a working submittal; XREF drawing files shall be saved with the model tab active and zoomed to EXTENTS. All other drawing files shall be saved with the first paper space layout tab active. All final files shall be fully purged prior to submittal. All files shall be saved and submitted with the current layer set to "0".

- 13.2.** Consultants shall obtain a file number for the project and make sure that the appropriate information is completed in the title block. File numbers can be obtained from the Project Engineer.

- 13.3.** Consultants shall fill in total number of sheets in the title block, prior to final submittal of drawing files.

- 13.4.** Consultants shall submit a hardcopy (bond, 36" X 24"), DWG and PDF files of the project drawings together with any submittal in electronic format (CD, etc), when making partial and final submittal of drawing files. Prior to all submittals, consultants shall coordinate with the City's file room as to the method of creating PDF files, which will make prints satisfactory to the City. All files submitted to the City shall be free of passwords or any other impediment to their free use. PDFs shall be combined into a single file. Sheets shall be oriented landscape with the title block to the right of the screen, arranged in the order that they are to be printed and the set assembled matching the drawing index order. The PDF binder shall contain bookmarks for all of the sheets, displaying the name of each plot file as described in paragraph 70.

- 13.5.** DWG AutoCAD files shall not be compressed using zip or rar or any other compression scheme when submitting files in an optical media (CD, DVD).

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- 13.6. Submittals via FTP sites are not official submittals; and optical media (CD, DVD) is required.
- 13.7. When a project is assigned to a consultant who utilizes the collaboration of other sub-consultants, said prime-consultant shall be responsible for all submittals of drawing files and plot files. Said submittals shall be in the form of a single media (1 CD/DVD) to include the entire project.

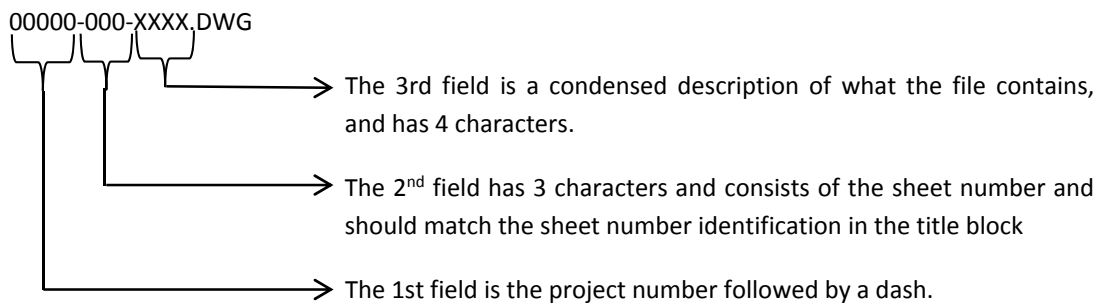
14. MISCELLANEOUS

- 14.1. "MTEXT" (multiline text) shall be used in all cases where more than one line of text occurs and where leaders are used.
- 14.2. These standards are a detailed description of aspects in the creation of drawing files within Engineering. It is by no means the complete description of all the methods used, and it is the consultant's responsibility to alert the City of any point or situation which is not described in these specifications, and which should be addressed. Also if a consultant, after reading these standards and prior to commencing any drafting work, feels that there are points or items in these standards which are not logical, or are onerous to abide by, they should notify the City's Engineering Division at their earliest convenience and their views will be open to discussion.
- 14.3. This document does not address layer colors or line weights. The consultant shall coordinate with the City's project manager on how these items are treated.

15. DWG FILE NAMES

- 15.1. All drawing files shall conform to the City of Fort Lauderdale's file naming convention, as described in the following pages. The names shall be accurate to reflect the desired information as per the naming convention. All file names shall be CAPITALIZED.
- 15.2. The City of Fort Lauderdale Engineering Division has adopted the following file naming convention for project drawings:

15.2.1. The format for single layout drawing files looks like this:



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- 15.2.2. The first field represents the project number.
- 15.2.3. The second field represents the sheet number and reflects the sheet number as shown in the title block. If sheet numbers have dashes or dots, they shall be stripped: example for C-11, use C11. Drawing sheets shall not be numbered using the ConDoc system (i.e. A1.01, A1.02, A2.01, A2.02).

- 15.3. The third field is a 4-letter description of what the project drawing file depicts. There is a list of descriptions used in previous projects. Consultant shall check the list prior to creating a new description. The City will need to approve descriptions prior to their use.



15.4. This proposed 3-field format is only for files that contain final drawing with 1 title block/sheet border.

15.5. Examples for this naming format are the following:

- **09585-001-WATR.DWG**
- **10256-021-SEWR.DWG**
- **10855-M10-HVAC.DWG**
- **10325-A01-PLAN.DWG**

15.6. A drawing index should appear on the cover sheet. If there are too many sheets in the set of drawings to fit on the cover sheet, a separate index sheet or sheets shall be included immediately following the cover sheet. When index sheets are utilized the drawing file name shall be 00000-001-INDX.DWG. The first five digits shall be the project number and the next three digits shall be (001), (002), etc. An example is:

- **10325-001-INDX.DWG indicating the first index sheet.**
- **10325-002-INDX.DWG indicating the second index sheet.**

15.7. X-ref files will have a slightly different format. It will have 3 fields, and will look like this: **OOOOXREFXXX.DWG**

15.7.1. The 1st field (5 characters) will be the project number; the second field shall be the word "XREF". The third field shall be a 4-character description for the file or discipline found in the file. This convention is valid for all XREFS except for the survey XREFS. These shall remain as received by the survey department.

15.7.2. Sheets shall be numbered in a sequential manner and there shall not be any voids in the numbering for any given discipline. All numbering shall start with "1", regardless of the numbering system used, except for the cover sheet which is "0". Example: 1,2,3,4, or A01, A02, A03, BUT NEVER A01, A02, A05.

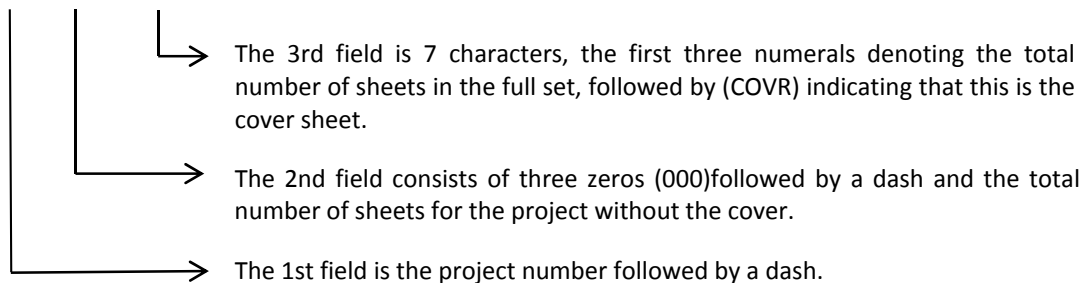
15.8. The Cover Sheet will follow this drawing naming convention with one small exception. The drawing files will contain additional characters denoting the total number of sheets in a project set, including all disciplines.

15.9. The total number of sheets shall NOT include the cover sheet.

15.10. The format for the coversheet drawing files looks like this:

00000-000-000COVR.DWG

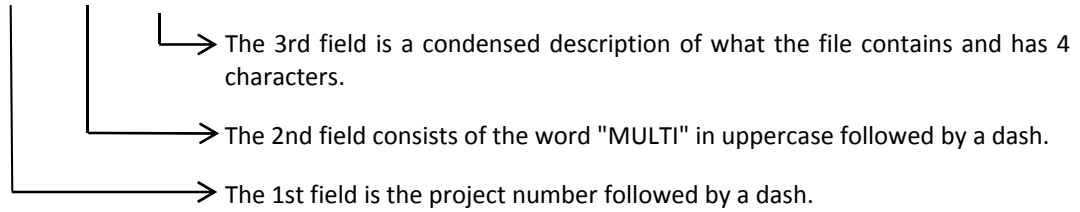
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15.10 For drawing files that contain multiple layouts, the files shall be named as follows:

00000-MULTI-XXXX.DWG



Examples for this naming format are the following:

- **XXXXX-MULTI-DETL.DWG: detail sheets.**
- **XXXXX-MULTI-ELEC.DWG: Electrical sheets.**

15.11. Layout Tab names shall be named with the sheet number and an optional description for the sheet content.

15.12. Additional drawing descriptive information may be placed in comments section of the file "properties" of the drawing file. Access this by right- clicking the file and selecting properties then the "summary" tab.

15.13. Names for sheet description to be used as the third field for file names:

| | |
|------|--|
| BSRV | Boundary Surveys |
| COVR | Cover Sheets |
| DEMO | Demolition |
| DETL | Details |
| ELEV | Elevations |
| EQPM | Equipment |
| FLOR | Floor Plans |
| GRAD | Paving and grading |
| INST | Instrumentation |
| IRRG | Irrigation |
| KMAP | Key map |
| LEGN | Legend, symbols and schedule sheets |
| LITE | Lighting plans |
| MOTP | Maintenance of traffic plans |
| NAID | Navigational Aids |
| NOTE | General Notes |
| PILE | Piles |
| PLAN | Plan and profile sheets |
| PLNT | Plant material |
| PLUM | Plumbing |
| POWR | Power |
| RISR | Riser diagrams |
| RNWX | Runway |
| ROAD | Roadway projects incl. Widening, narrowing, special projects |
| SECT | Cross Sections |
| SSWR | Sanitary sewer lines |
| SGNL | Signalization |
| SIGN | Sign project files |
| SITE | Site-plans |
| STRM | Storm water (drainage) |
| STRP | Pavement Striping |
| TSRV | Topographic Surveys |
| TXWY | Taxiway |
| WALK | Sidewalk project file (asphalt or concrete or other) |
| WATR | Potable water lines |

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16. PDF FILE NAMES

Note: Project Manager: Please refer to Memo No. 11-06 for the new procedure for submitting electronic drawings and documents to the Plans Room. The date format YYYYMMDD shall be used when needed.

XXXXX <- Project number

PERMIT <- Sub Folder

16.1. **Permit drawing PDF naming:**

- 16.1.1. XXXXX-DRC-BINDER-date.PDF
- XXXXX-P&Z-BINDER-date.PDF
- XXXXX-PERMIT-BINDER-date.PDF

16.2. **Bid drawing PDF naming:**

- 16.2.1. XXXXX-BID-SPEC-date.PDF
- XXXXX-BID PLANS-BINDER-date.PDF
- XXXXX-BID ADDENDUM1-SPEC-date.PDF
- XXXXX-BID ADDENDUM1-BINDER-date.PDF
- File as many addendums as needed

16.3. **Final Permit Construction plan naming:**

- 16.3.1. XXXXX-CONSTRUCTION-BINDER-date.PDF
- XXXXX-REV1-CONSTRUCTION-BINDER-date.PDF
- File as many revisions as needed*
- XXXXX-FIELD CHANGE-BINDER-date.PDF
- File as many changes as needed*

16.4. **AS BUILT –SETS**

- XXXXX-ASBUILT-BINDER-date.PDF

16.5. **DRAWING-SETS**

- File all the CADD drawings

16.6. **ARCHIVES**

- File all project files from the Z: drive (Project manager to coordinate with CAD Manager)

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17. STANDARDS SPECIFIC TO ARCHITECTURAL PROJECTS

17.1. Drawings scales are to be as follows:

17.1.1. LTScale=1

17.1.2. PSLTScale=1=on

17.1.3. Precision=1/8"

17.2. Snap Grid settings:

17.2.1. 1/16"=1'-0" scale to 3/8"=1'-0" scale drawings to be drawn with a maximum snap of 1".

17.2.2. 1/2"=1'-0" scale to 3"=1'-0" scale drawings to be drawn with a maximum snap of 1/8".

17.2.3. All drawings shall be created with SNAP ON.

17.3. Dimensions:

17.3.1. Associative DIMASSOC=1.

17.3.2. Dimensions shall not be forced without prior approval from the CAD Administrator.

17.3.3. Dimstyles have been established in the "CFLSTDARCH2007.dwt" file. Dimstyles are to be used as defined and are not to be modified under any circumstances.

17.3.4. Dimension Round-off:

17.3.4.1. 3/8" scale and less round off to 1/2"

17.3.4.2. 1/2" scale to 3" scale round off to 1/8"

17.3.4.3. Fractions to be diagonal stacked when used in conjunction with a whole number (i.e. 3") and not stacked when used as a stand-alone fraction (3/4"). The text sizes of diagonal stacked fractions are to be 75%. The text sizes of non-stacked fractions are to be 100%.

17.4. Drawings sheets shall be:

17.4.1. Numbered sequentially using the traditional numbering system (i.e. A-1, A-2, A-3).

17.4.2. Drawing sheets shall not be numbered using the ConDoc system (i.e. A1.01, A1.02, A2.01, A2.02). This applies to all engineering disciplines within a set of drawings.

17.5. Text heights – see next page:

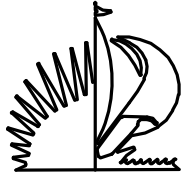


ARCHITECTURAL AND LANDSCAPING TEXT FONTS AND HEIGHTS

| DRAWING SCALE | TEXT HEIGHT | | | | | DIMSTYLE |
|---------------|----------------|---------------------|---------------------------|---------------------------|----------------|----------|
| | Notes (Romans) | Room Names (Romans) | Small Title's (Swis721BT) | Large Title's (Swis721BT) | Title Polyline | |
| 1/16" | 16" | 24" | 48" | 64" | 8" | ARCH 192 |
| 3/32" | 10 2/3" | 16" | 32" | 42 2/3" | 5 1/3" | ARCH 128 |
| 1/8" | 8" | 12" | 24" | 32" | 4" | ARCH 96 |
| 3/16" | 5 1/3" | 8" | 16" | 21 1/3" | 2 2/3" | ARCH 64 |
| 1/4" | 4" | 6" | 12" | 16" | 2" | ARCH 48 |
| 3/8" | 2 2/3" | 4" | 8" | 10 2/3" | 1 1/3" | ARCH 32 |
| 1/2" | 2" | 3" | 6" | 8" | 1" | ARCH 24 |
| 3/4" | 1 1/3" | 2" | 4" | 5 1/3" | 2/3" | ARCH 16 |
| 1" | 1" | 1 1/2" | 3" | 4" | 1/2" | ARCH 12 |
| 1 1/2" | 2/3" | 1" | 2" | 2 2/3" | 1/3" | ARCH 8 |
| 3" | 1/3" | 1/2" | 1" | 1 1/3" | 1/6" | ARCH 4 |
| Paper Space | 1/12" | 1/8" | 1/4" | 1/3" | 1/24" | ARCH 1 |

| DRAWING SCALE | TEXT HEIGHT | | | | | DIMSTYLE |
|---------------|----------------|---------------------|---------------------------|---------------------------|----------------|----------|
| | Notes (Romans) | Room Names (Romans) | Small Title's (Swis721BT) | Large Title's (Swis721BT) | Title Polyline | |
| 1"=10' | 10" | 15" | 30" | 40" | 5" | ARCH 120 |
| 1"=20' | 20" | 30" | 60" | 80" | 10" | ARCH 240 |
| 1"=30' | 30" | 45" | 90" | 120" | 25" | ARCH 360 |
| 1"=40' | 40" | 60" | 120" | 160" | 20" | ARCH 480 |
| 1"=50' | 50" | 75" | 150" | 200" | 25" | ARCH 600 |
| 1"=60' | 60" | 90" | 180" | 240" | 30" | ARCH 720 |
| Paper Space | 1/12" | 1/8" | 1/4" | 1/3" | 1/24" | ARCH 1 |

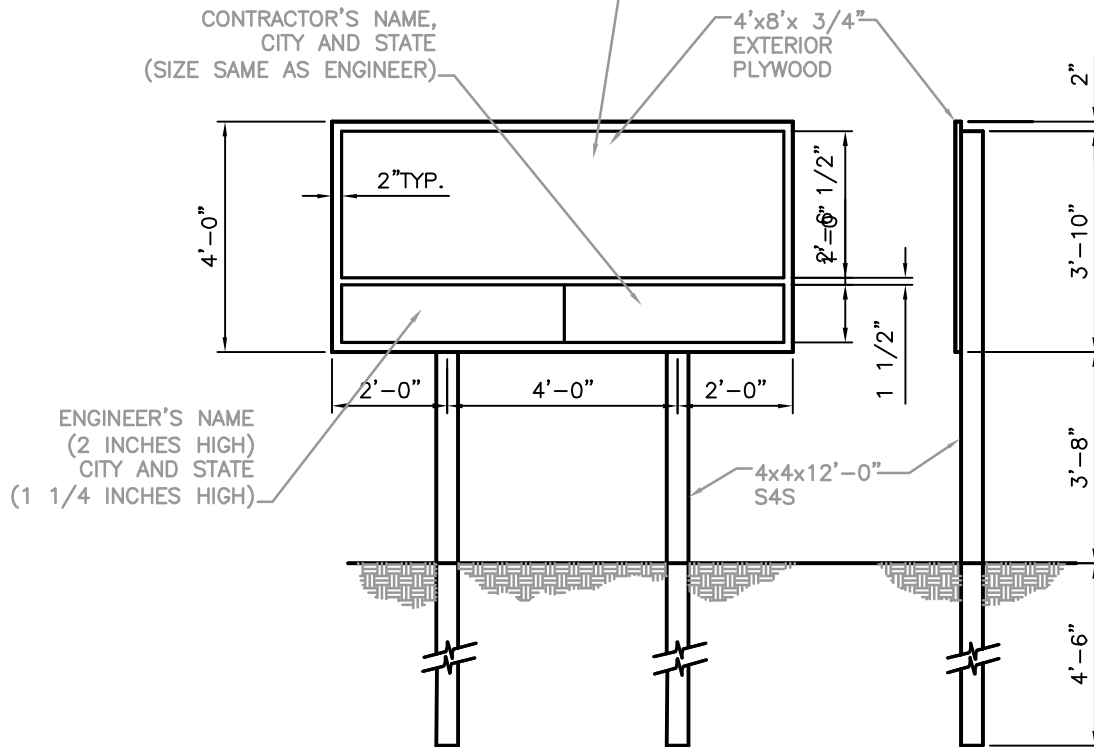
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CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER

SEE SPECIFICATIONS FOR CONSTRUCTION, FACILITIES AND TEMPORARY CONTROLS FOR PROJECT IDENTIFICATION AND RELATED TEXT FOR THIS AREA (MIN. LETTER HEIGHT = 2 INCHES, MAIN TITLE = 3 INCHES)



NOTE:
LETTERS SHALL BE HELVETICA
MEDIUM BLUE (PANTONE 301)
ON WHITE BACKGROUND. BORDER
SHALL BE BLUE (PANTONE 301)

11/2/2022 2:04 PM

PROJECT SIGN

108

DATE: FEB'06

SCALE:
N.T.S.

REVISD:
MARCH '09

DRAWN BY:
R.C.

PROJECT SIGN

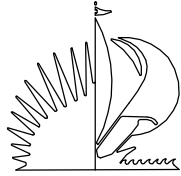
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108

CAM # 22-1115

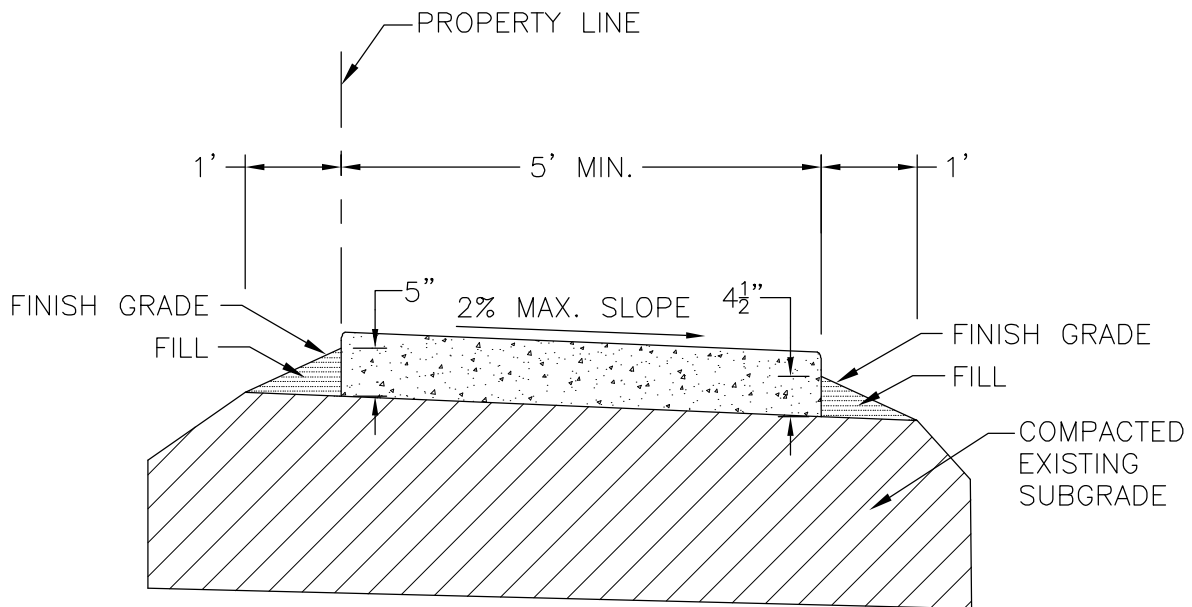
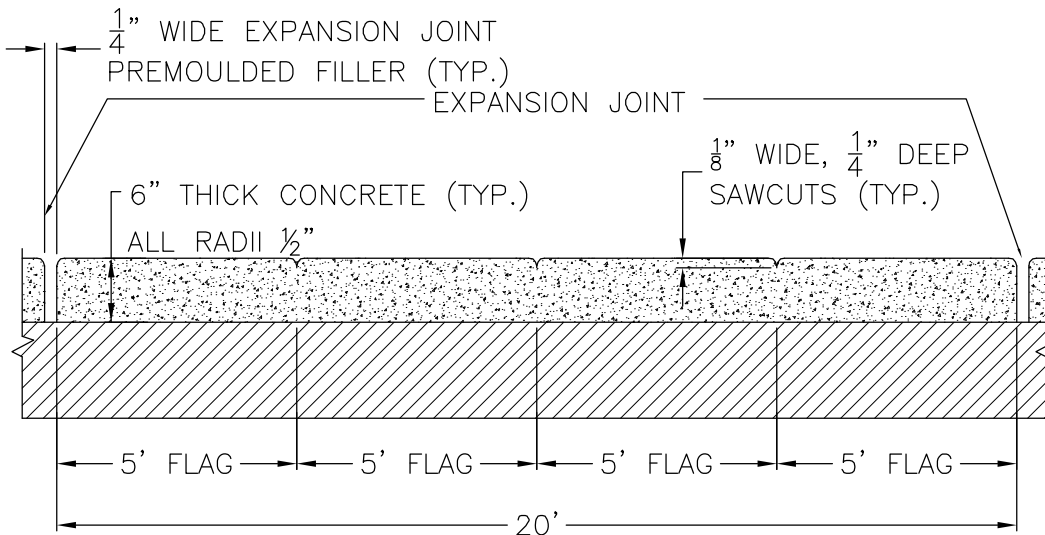
EXHIBIT # 1

Page 86 of 194



CITY OF FORT LAUDERDALE

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NOTES:

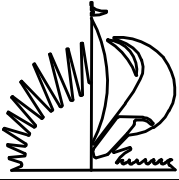
1. A MINIMUM OF 6" THICK SIDEWALK IS REQUIRED ON ALL SIDEWALK APPLICATIONS.
2. CONCRETE STRENGTH SHALL BE 3000 P.S.I.
3. THE USE OF REINFORCEMENT WILL NOT BE PERMITTED.
4. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

| | |
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| REVISD: | OCT. 2015 |

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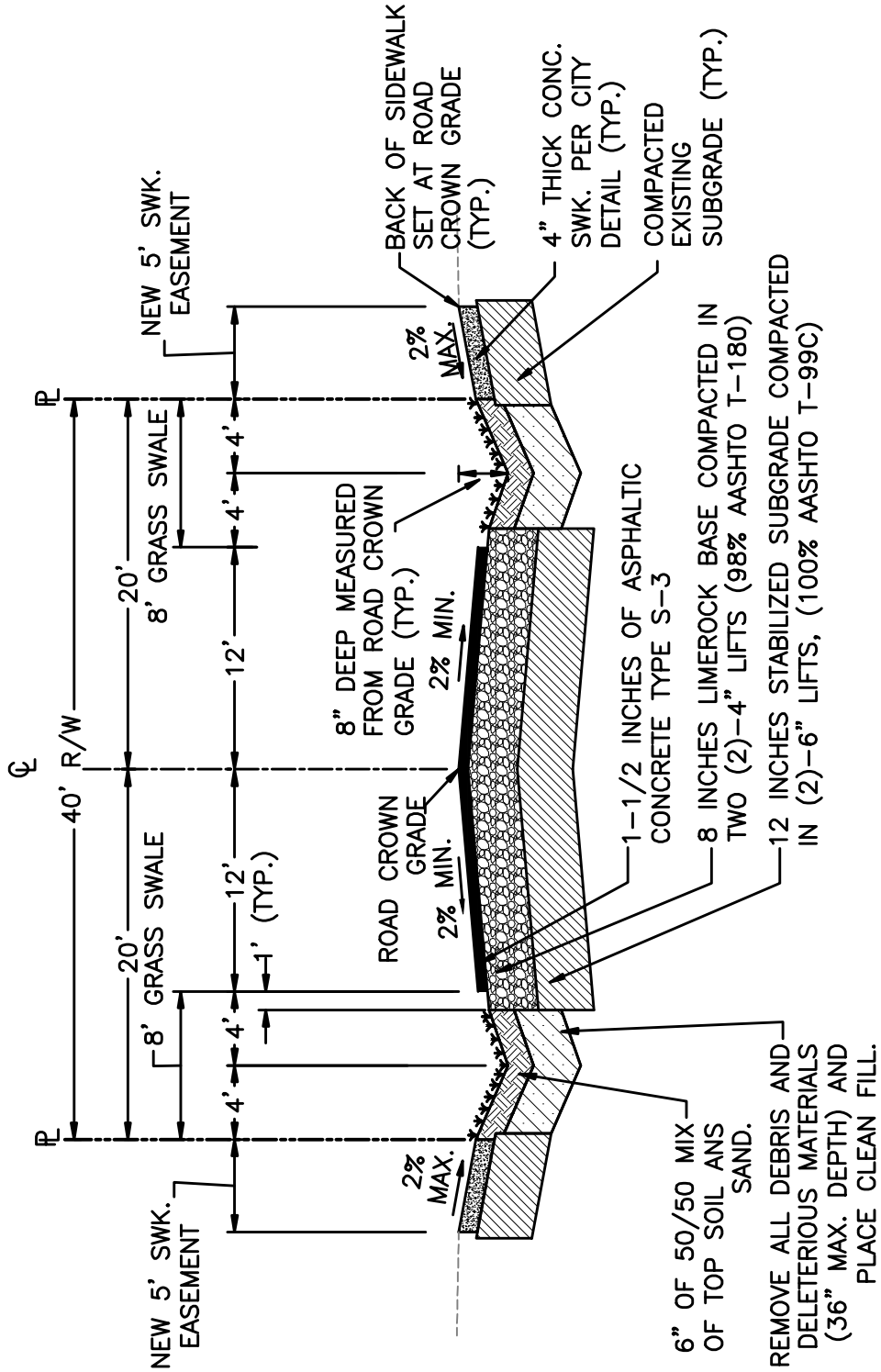
SIDEWALK CONSTRUCTION

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CITY OF FORT LAUDERDALE

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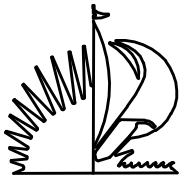
DATE: JAN. '82
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 MARCH '09

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TYPICAL ROAD
40' RIGHT-OF-WAY

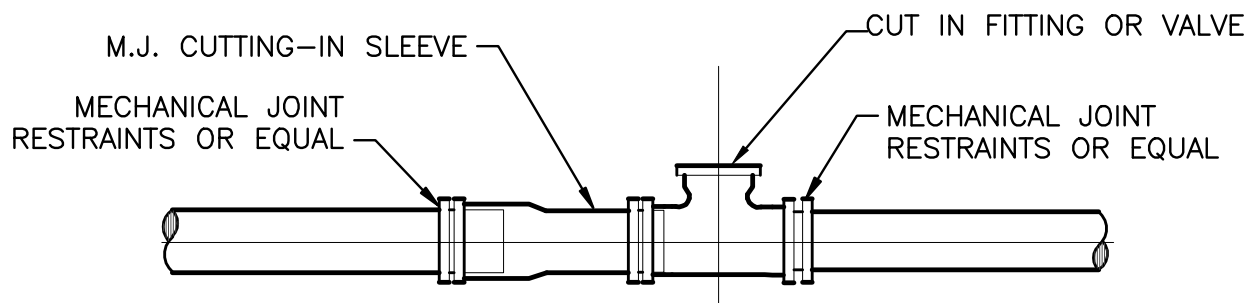
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DUCTILE IRON—MECHANICAL JOINT (FORCE MAIN)

1. MECHANICAL JOINTS RESTRAINTS ARE REQUIRED THROUGHOUT ASSEMBLY.

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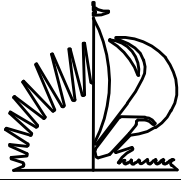
DATE: FEB'06
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SCALE: N.T.S.
 DRAWN BY: R.C.

PRESSURE PIPE STANDARD CUT-IN DETAIL

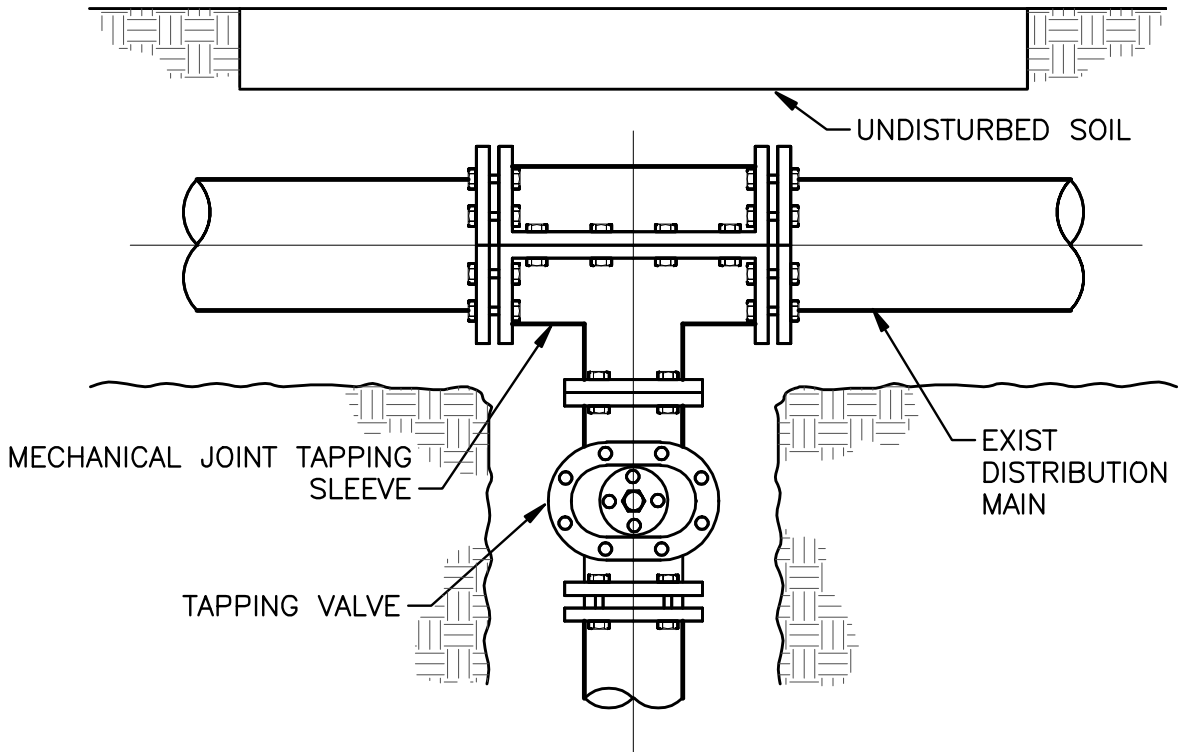
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CITY OF FORT LAUDERDALE

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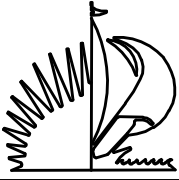
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| REVISED: | MARCH '09 |

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| DRAWN BY: | R.C. |

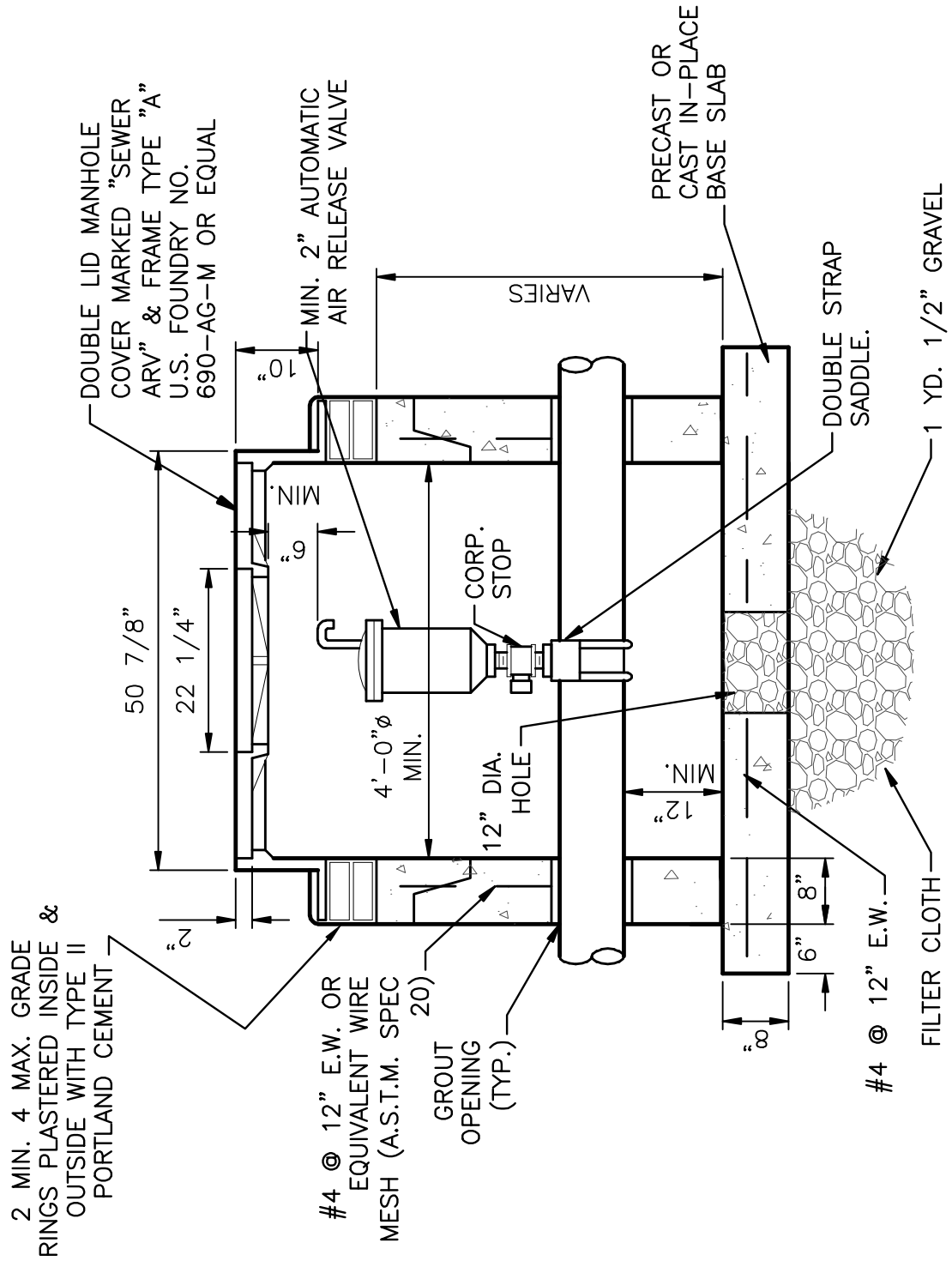
PLAN VIEW
TAPPING TEE ASSEMBLY DETAIL

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405



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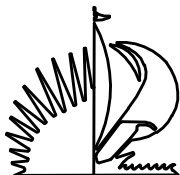
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| DATE: | FEB'06 |
| REVISIONS: | |
| | MARCH '09 |

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| SCALE: | N.T.S. |
| DRAWN BY: | R.C. |

**AIR RELEASE VALVE AND
MANHOLE IN PAVED AREAS**

P
407
1 OF 2



CITY OF FORT LAUDERDALE

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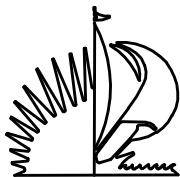
NOTES:

1. PRECAST CONCRETE TYPE # 4000 P.S.I.
2. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF NON-SHRINKING GROUT.
3. LIFT HOLES ARE PERMITTED.
4. ALL PIPE HOLES SHALL BE PRECAST OR CORE-DRILLED.
5. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH A.S.T.M. C-478 LATEST STANDARD.
6. PAINT INSIDE & OUTSIDE WITH 2 COATS OF AN APPROVED PROTECTIVE COATING. (MIN. 10 MIL D.F.T. PER COAT.)
7. CONCRETE COLLAR REQUIRED WHEN MANHOLE IS OUTSIDE PAVEMENT, SEE DETAIL.
8. AIR RELEASE VALVE SHALL BE TYPE AND SIZE APPROPRIATE FOR SERVICE INTENDED (2"MIN.).
9. CONSTRUCTION JOINT AT BASE IS PERMITTED.
10. DUCTILE IRON PIPE IS REQUIRED THROUGH THE MANHOLE.
11. THREADED AREAS OF CORPORATION STOP SHALL BE SPIRAL WRAPPED WITH TWO LAYERS OF TEFLON TAPE.
12. IF MANHOLE IS LARGER THAN 4' DIAMETER USE REDUCING GRADE RING OR CONE SECTION.
13. USE CONFLICT TYPE MANHOLE WITH PRECAST OR CAST IN-PLACE BOTTOM SLAB.

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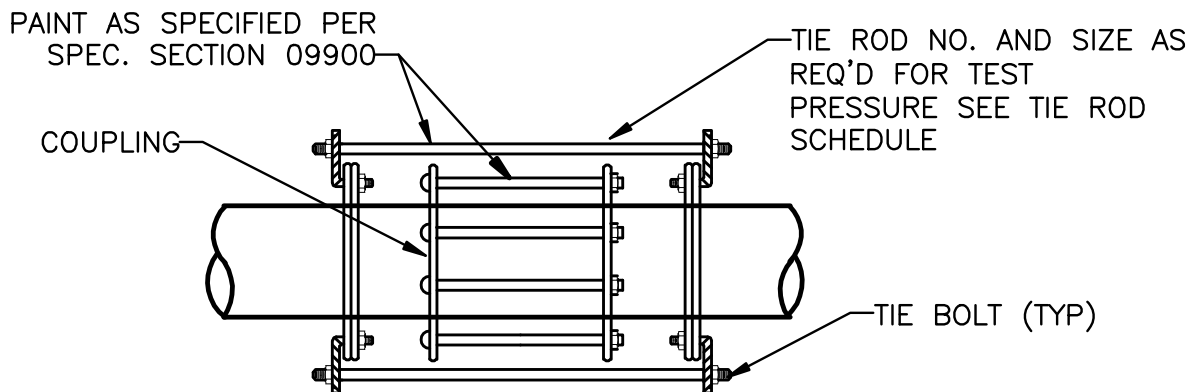
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| DATE: FEB'06 | SCALE: N.T.S. | AIR RELEASE VALVE AND MANHOLE IN PAVED AREAS | P 407 |
| REVISED: MARCH '09 | DRAWN BY: R.C. | | |

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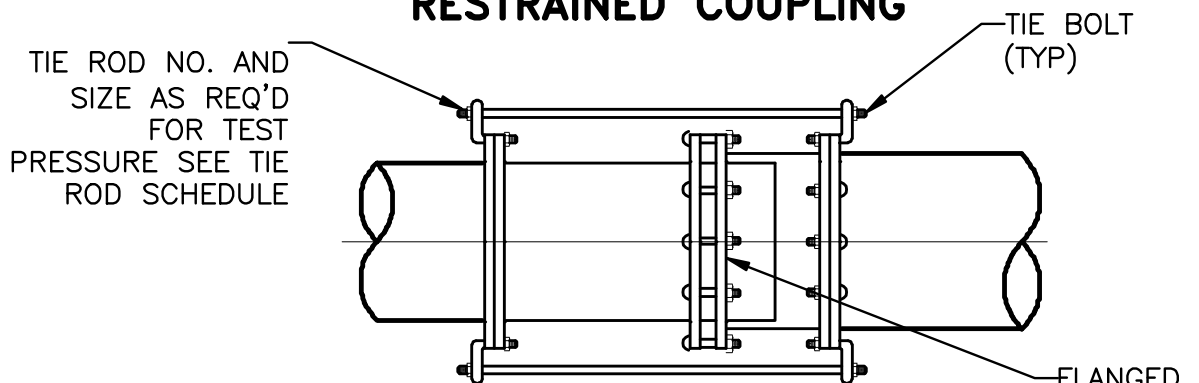


CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



RESTRAINED COUPLING



RESTRAINED FLANGED COUPLING ADAPTER

TIE ROD SCHEDULE

| TEST PRESSURE | | 25 PSI | | 50 PSI | | 100 PSI | | 150 PSI | | 225 PSI | | 375 PSI | |
|---------------------|-------------------------------------|-----------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|----------|
| PIPE DIAMETER (IN.) | MINIMUM PIPE WALL THICKNESS (IN.) * | TIE RODS | | TIE RODS | | TIE RODS | | TIE RODS | | TIE RODS | | TIE RODS | |
| | | DIA (IN.) | NO. REQD | DIA (IN.) | NO. REQD | DIA (IN.) | NO. REQD | DIA (IN.) | NO. REQD | DIA (IN.) | NO. REQD | DIA (IN.) | NO. REQD |
| 6 | 3/16 | — | — | — | — | 5/8 | 2 | 5/8 | 2 | 5/8 | 2 | 5/8 | 2 |
| 8 | 3/16 | — | — | — | — | 5/8 | 2 | 5/8 | 2 | 5/8 | 2 | 3/4 | 2 |
| 10 | 3/16 | — | — | — | — | 5/8 | 2 | 5/8 | 2 | 3/4 | 2 | 7/8 | 2 |
| 12 | 3/16 | 5/8 | 2 | 5/8 | 2 | 5/8 | 2 | 5/8 | 2 | 3/4 | 2 | 7/8 | 4 |

DATE: FEB'06

SCALE:

N.T.S.

REVISED:

MARCH '09

DRAWN BY:

R.C.

RESTRAINED COUPLING DETAILS

PS
501

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EROSION AND SEDIMENT CONTROL:

1. CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES THROUGHOUT CONSTRUCTION IN ORDER TO ENSURE POLLUTION PREVENTION. CONTRACTOR TO COMPLY WITH ALL LOCAL STATE AND OTHER GOVERNMENTAL ENVIRONMENTAL REGULATIONS THROUGHOUT CONSTRUCTION.
2. DURING CONSTRUCTION ALL CATCH BASIN INLETS SHALL BE PROTECTED TO PREVENT SEDIMENT AND DEBRIS FROM ENTERING THE CATCH BASIN.
3. SILT FENCES SHALL BE INSTALLED AS NECESSARY TO CONTROL OR PREVENT DISCHARGE OF SEDIMENT ONTO ADJACENT UNDISTURBED AREAS, OR OFF-SITE AREAS.
4. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITHIN A REASONABLE PERIOD OF TIME TO ASSURE MINIMUM EROSION OF SOILS.
5. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
6. ALL EXPOSED AREAS SHALL BE SODDED AS SPECIFIED WITHIN 30 DAYS OF FINAL GRADING.
7. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
9. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
10. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY CITY, COUNTY, AND STATE OF FLORIDA ON SITE INSPECTION, AT NO ADDITIONAL COST TO THE OWNER.
11. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
12. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
13. BURNING OF DEBRIS WILL NOT BE ALLOWED.
14. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
15. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS. IN ADDITION CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE IF IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES IF EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC. THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES. EROSION CONTROL BARRIER SHALL BE ESTABLISHED AS THE FIRST ITEM OF WORK.

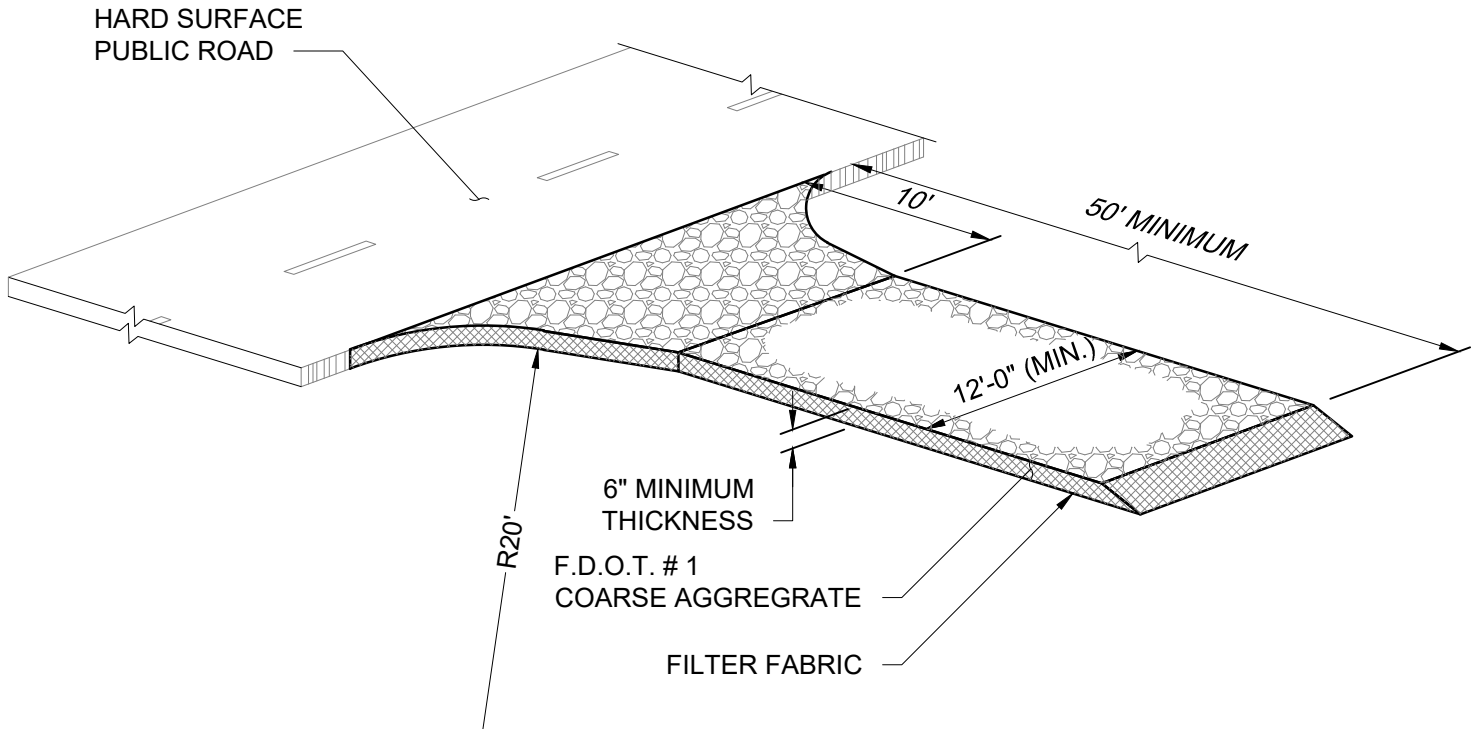
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- 16. THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S STORMWATER PERMITTING PROGRAM APPLIES TO ALL CONSTRUCTION ACTIVITY THAT: 1) CONTRIBUTE STORMWATER DISCHARGES TO SURFACE WATER OF THE STATE OR INTO A MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4); 2) DISTURBS ONE OR MORE ACRES OF LAND; OR 3) LESS THAN ONE ACRE IS INCLUDED IF THE ACTIVITY IS PART OF A LARGER COMMON PLAN OF DEVELOPMENT THAT WILL MEET OR EXCEED THE ONCE ACRE THRESHOLD. DISTURB INCLUDES CLEARING, GRADING AND EXCAVATING.
- 17. FOR CONSTRUCTION ACTIVITY THAT IS SUBJECT TO THE NPDES FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S STORMWATER PERMITTING PROGRAM, THE CONTRACTOR SHALL:
 - 17.1. OBTAIN A GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DOCUMENT 62-621.300(4)(A).
 - 17.2. COMPLY WITH ALL REQUIREMENTS OF THE GENERIC PERMIT.
 - 17.3. DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
 - 17.4. COMPLETE A NOTICE OF INTENT (NOI) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FORM 62-621.300(4)(B) IN ITS ENTIRETY USING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S WEBSITE.
- 18. SUBMIT COPIES OF THE SWPPP AND THE NOI TO THE ENGINEER AS INFORMATIONAL RECORDS. THESE SUBMITTALS WILL NOT BE REVIEWED BY THE ENGINEER.
- 19. CONTRACTOR TO CLEAN AND REPAIR ALL EXISTING STORMWATER INFRASTRUCTURE THAT IS IMPACTED BY CONSTRUCTION ACTIVITIES, BEFORE LEAVING THE JOBSITE.
- 20. CONTRACTOR TO REMOVE ALL FILTER FABRIC AND POLLUTION PREVENTION ITEMS BEFORE THE FINAL WALK-THROUGH.

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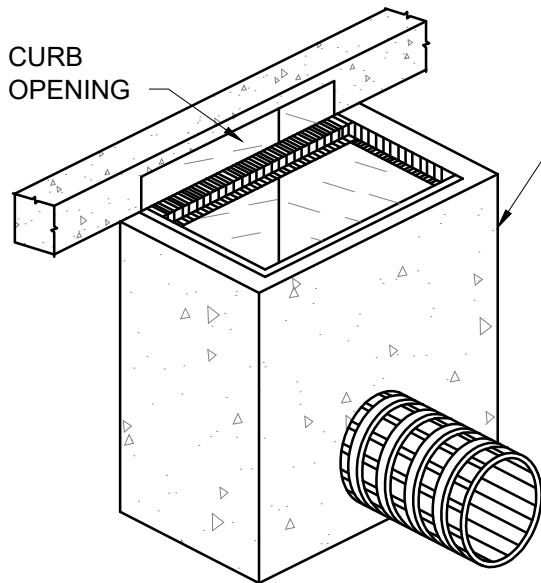
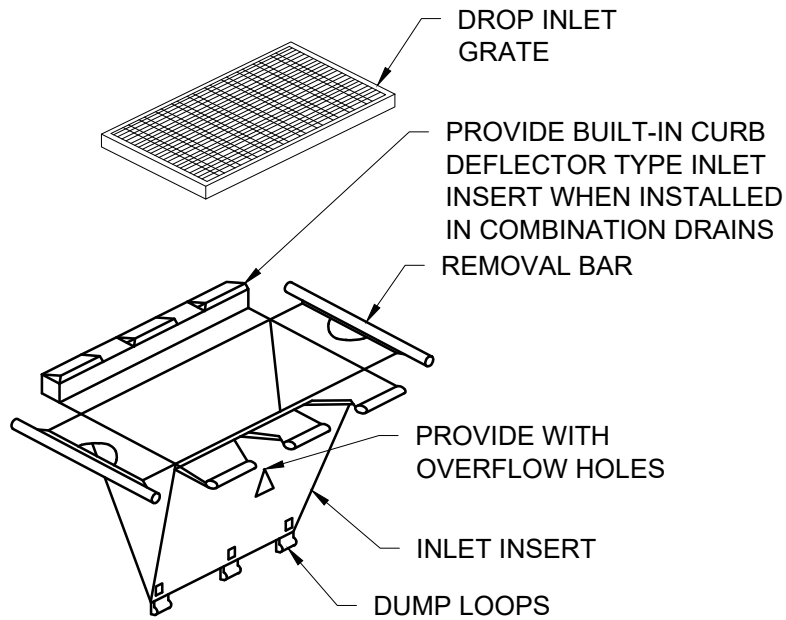


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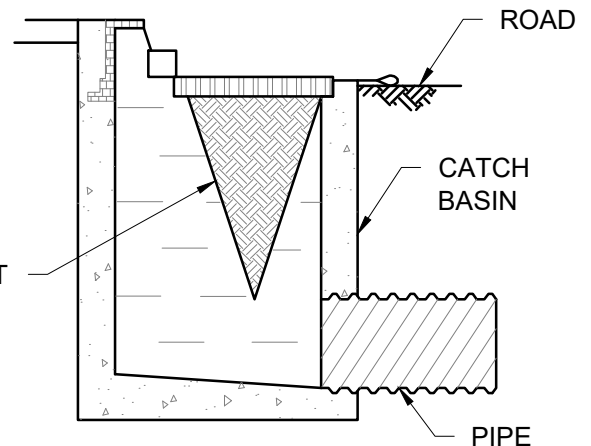
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

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EXPLODED ISOMETRIC VIEW



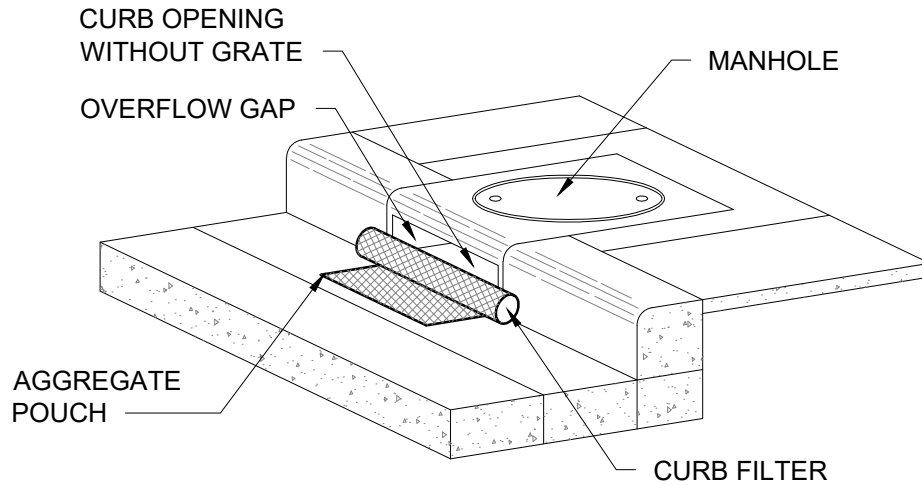
SIDE VIEW INSTALLED

NOTES:

1. THE INLET INSERT SHALL BE A SEDIMENT CONTROL DEVICE DESIGNED FOR DROP INLETS OR COMBINATION DRAINS WHERE A DROP INLET IS COUPLED WITH A CURB INLET.
2. THE INLET INSERT SHALL BE MADE OF A PERMEABLE GEOTEXTILE THAT ALLOWS WATER TO PASS BUT PREVENTS SILT AND SEDIMENT FROM CLOGGING THE DRAIN SYSTEM.
3. THE CONTRACTOR SHALL CLEAN AND INSPECT REGULARLY AND AFTER EVERY MAJOR RAIN EVENT.
4. INLET INSERTS SHALL BE "SILTSACK" BY ACF ENVIRONMENTAL, OR EQUAL. SUBMIT SHOP DRAWINGS IN ACCORDANCE WITH THE SPECIFICATIONS.

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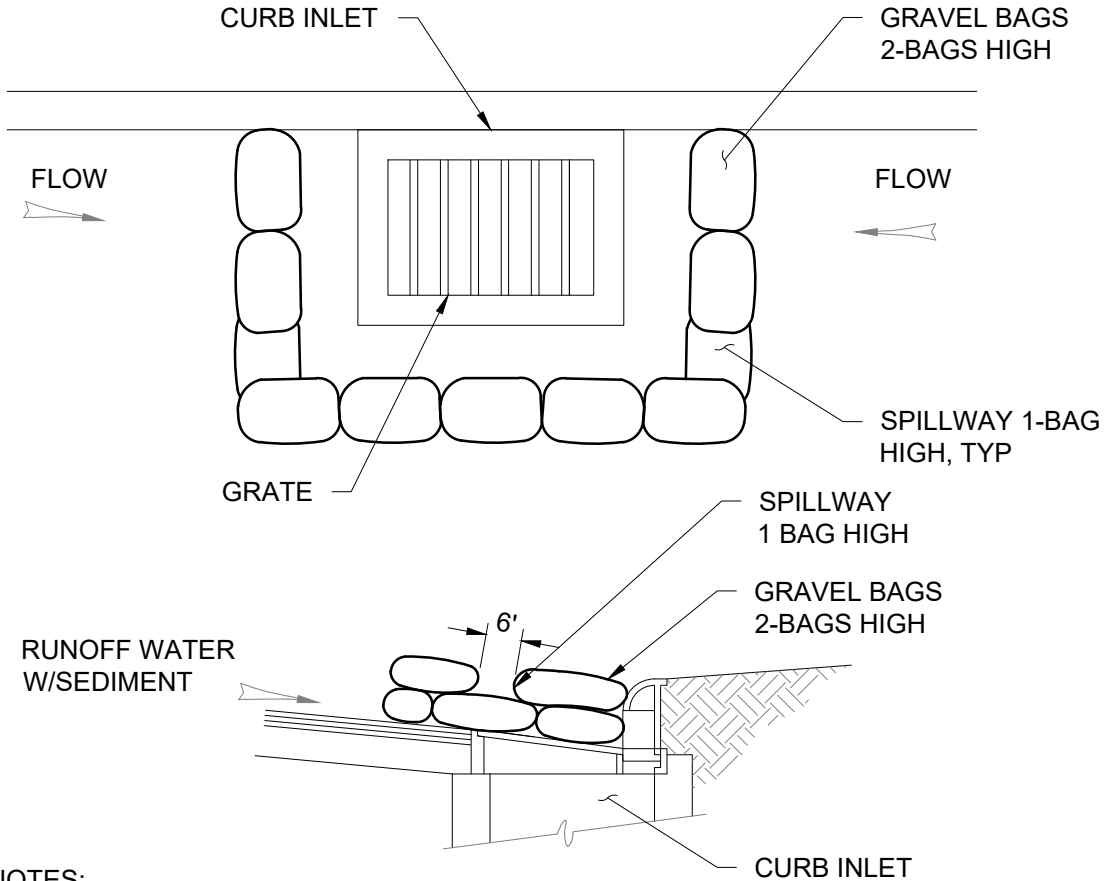


NOTES:

1. INSTALL CURB FILTERS AT ALL INLETS WITHOUT GRATES TO KEEP SILT, SEDIMENT AND CONSTRUCTION DEBRIS OUT OF THE STORM SYSTEM
2. THE CURB FILTER SHALL BE DANDY CURB AS MANUFACTURED BY DANDY PRODUCTS INC., OR EQUAL. SUBMIT SHOP A SHOP DRAWING FOR THE CURB FILTERS.
3. THE CURB FILTER SHALL FORM OF A CYLINDRICAL TUBE PLACED IN FRONT OF AND EXTENDING BEYOND THE INLET OPENING ON BOTH SIDES.
4. THE CURB FILTER SHALL HAVE A POUCH ON THE STREET SIDE OF THE UNIT FOR STONE AGGREGATE TO HOLD THE FILTER IN PLACE.
5. THE CURB FILTER SHALL BE CONSTRUCTED OF A HIGH VISIBILITY ORANGE MONOFILAMENT FABRIC.
6. FILL POUCH WITH FDOT #57 STONE AGGREGATE TO A LEVEL (AT LEAST HALF-FULL) THAT WILL KEEP UNIT IN PLACE DURING A RAIN EVENT AND CREATE A SEAL BETWEEN THE CURB FILTER AND THE SURFACE OF THE STREET.
7. CENTER THE UNIT AGAINST CURB OR MEDIAN INLET OPENING SO THAT THE CURB SIDE OF THE UNIT CREATES A SEAL WITH THE CURB OR MEDIAN BARRIER AND INLET STRUCTURE. THERE WILL BE APPROXIMATELY TWELVE (12) INCHES OF THE INLET PROTECTION UNIT OVERHANGING ON EACH SIDE OF THE OPENING.
8. THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM SURFACE AND VICINITY OF UNIT AFTER EACH RAIN EVENT.

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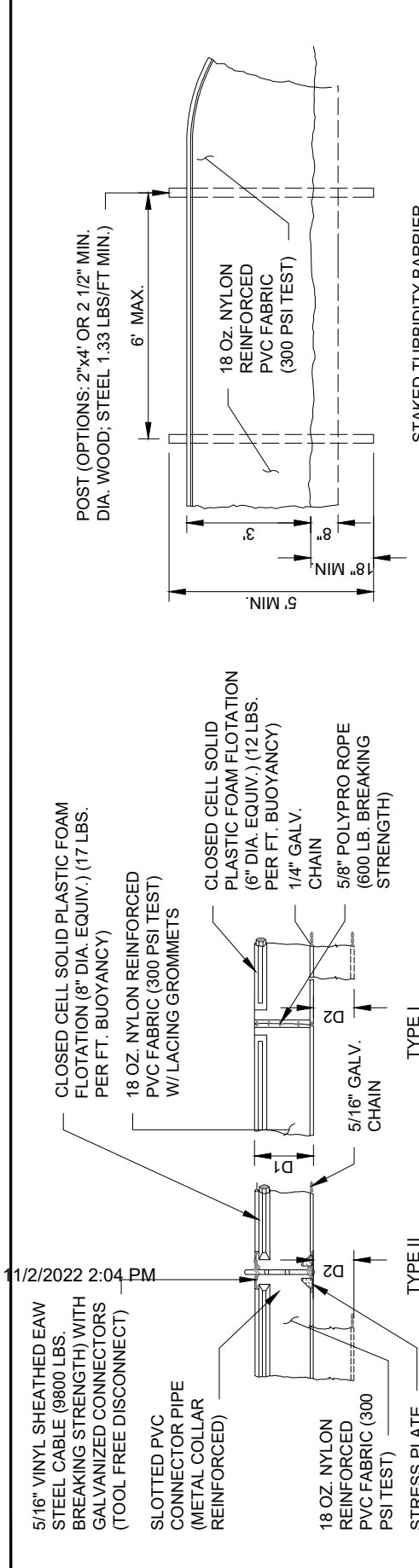


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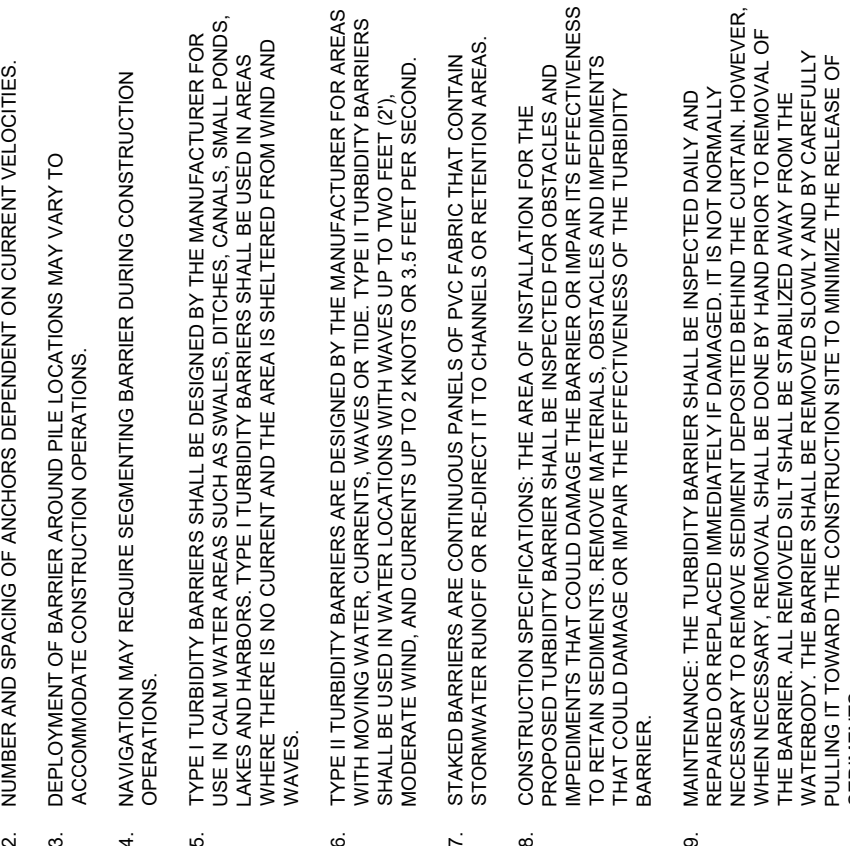
1. A SPILLWAY SHALL BE DESIGNATED FOR EACH DIRECTION OF APPROACHING FLOW AS SHOWN. THE SPILLWAY SHALL BE LOCATED TO ALLOW THE MAXIMUM AMOUNT OF STORMWATER TO POOL WITHOUT FLOODING AREAS UP GRADE OF THE INLET.
2. FOR INLETS THAT ARE NOT ADJACENT TO CURBS, PLACE GRAVEL BAGS ONE BAG HIGH AROUND THE ENTIRETY OF THE INLET TO ACCOMMODATE FLOW FROM ALL DIRECTIONS.
3. BAG MATERIAL: BAGS SHALL BE WOVEN POLYPROPYLENE, POLYETHYLENE OR POLYAMIDE FABRIC, MINIMUM UNIT WEIGHT FOUR OUNCES PER SQUARE YARD, MULLEN BURST STRENGTH EXCEEDING 300 PSI IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM D3786, AND ULTRAVIOLET STABILITY EXCEEDING 70% IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM D4355.
4. BAG SIZE: EACH GRAVEL-FILLED BAG SHALL BE 18-INCHES X 12-INCHES X 3-INCHES AND HAVE A MASS OF APPROXIMATELY 33 LBS. ALTERNATIVE BAG SIZES SHALL BE CONSIDERED BASED ON LOCALLY AVAILABLE MATERIALS.
5. FILL MATERIAL: GRAVEL SHALL BE PEA GRAVEL 3/8 INCHES IN DIAMETER AND SHALL BE CLEAN AND FREE OF CLAY BALLS, ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS.

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- NOTES:**
- TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
 - NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
 - DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
 - NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
 - TYPE I TURBIDITY BARRIERS SHALL BE DESIGNED BY THE MANUFACTURER FOR USE IN CALM WATER AREAS SUCH AS SWALES, DITCHES, CANALS, SMALL PONDS, LAKES AND HARBORS. TYPE I TURBIDITY BARRIERS SHALL BE USED IN AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.
 - TYPE II TURBIDITY BARRIERS ARE DESIGNED BY THE MANUFACTURER FOR AREAS WITH MOVING WATER, CURRENTS, WAVES OR TIDE. TYPE II TURBIDITY BARRIERS SHALL BE USED IN WATER LOCATIONS WITH WAVES UP TO TWO FEET (2'), MODERATE WIND, AND CURRENTS UP TO 2 KNOTS OR 3.5 FEET PER SECOND.
 - STAKED BARRIERS ARE CONTINUOUS PANELS OF PVC FABRIC THAT CONTAIN STORMWATER RUNOFF OR RE-DIRECT IT TO CHANNELS OR RETENTION AREAS.
 - CONSTRUCTION SPECIFICATIONS: THE AREA OF INSTALLATION FOR THE PROPOSED TURBIDITY BARRIER SHALL BE INSPECTED FOR OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE THE BARRIER OR IMPAIR ITS EFFECTIVENESS TO RETAIN SEDIMENTS. REMOVE MATERIALS, OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE OR IMPAIR THE EFFECTIVENESS OF THE TURBIDITY BARRIER.
 - MAINTENANCE: THE TURBIDITY BARRIER SHALL BE INSPECTED DAILY AND REPAIRED OR REPLACED IMMEDIATELY IF DAMAGED. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN. HOWEVER, WHEN NECESSARY, REMOVAL SHALL BE DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT SHALL BE STABILIZED AWAY FROM THE WATERBODY. THE BARRIER SHALL BE REMOVED SLOWLY AND BY CAREFULLY PULLING IT TOWARD THE CONSTRUCTION SITE TO MINIMIZE THE RELEASE OF SEDIMENTS.



1/2/2022 2:04 PM

5/16" VINYL SHEATHED EAW STEEL CABLE (9800 LBS. BREAKING STRENGTH) WITH GALVANIZED CONNECTORS (TOOL FREE DISCONNECT)

SLOTTED PVC CONNECTOR PIPE (METAL COLLAR REINFORCED)

18 OZ. NYLON REINFORCED PVC FABRIC (300 PSI TEST)

STRESS PLATE

5/16" GALV. CHAIN

18 OZ. NYLON REINFORCED PVC FABRIC (300 PSI TEST) W/ LACING GROMMETS

CLOSED CELL SOLID PLASTIC FOAM FLOTATION (8" DIA. EQUIV.) (17 LBS. PER FT. BUOYANCY)

18 OZ. NYLON REINFORCED PVC FABRIC (300 PSI TEST)

CLOSED CELL SOLID PLASTIC FOAM FLOTATION (6" DIA. EQUIV.) (12 LBS. PER FT. BUOYANCY)

1/4" GALV. CHAIN

5/8" POLYPRO ROPE (600 LB. BREAKING STRENGTH)

TYPE I

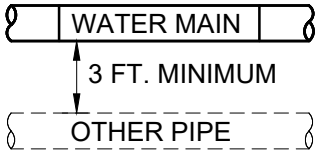
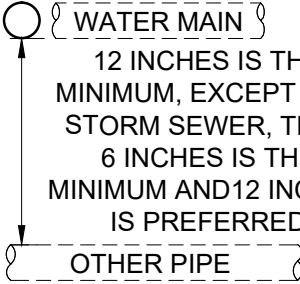
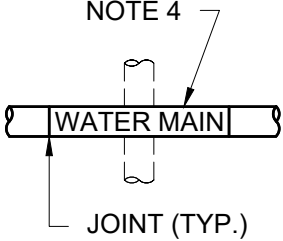
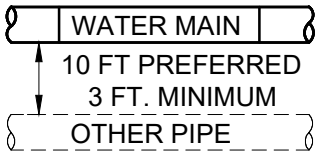
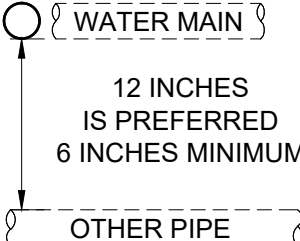
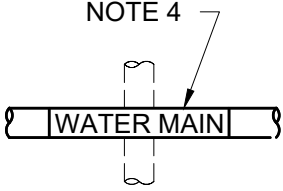
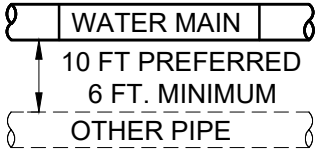
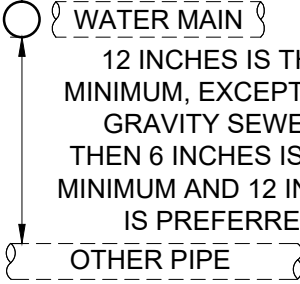
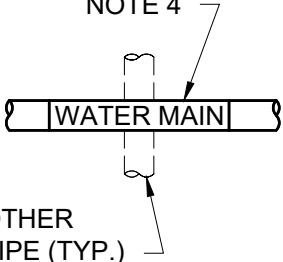
D1 = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D2 = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS > 5').
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

TYPE II

TURBIDITY BARRIER - FLOATING

WATER MAIN SEPARATION IN ACCORDANCE WITH F.A.C. RULE 62-555.314

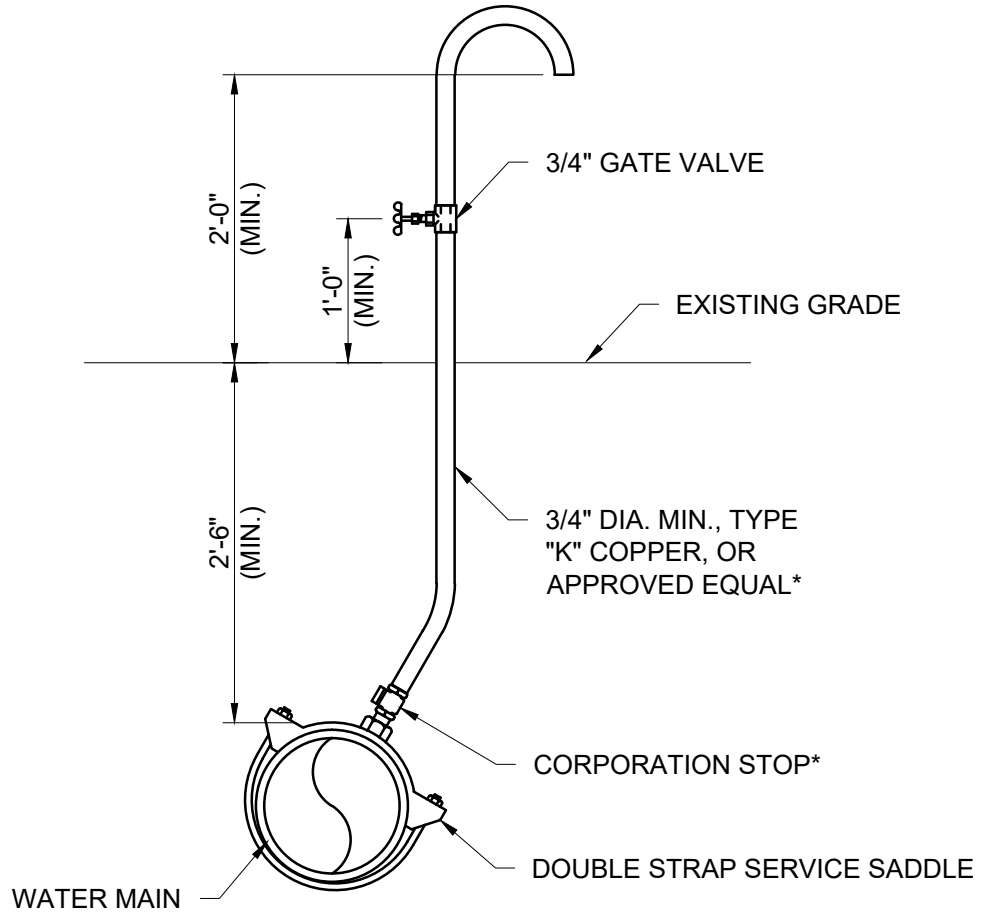
| OTHER PIPE | HORIZONTAL SEPARATION | CROSSINGS (NOTE 1) | JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED) |
|--|---|--|--|
| STORM SEWER, STORM WATER FORCE MAIN, RECLAIMED WATER (NOTE 2) |  |  <p>12 INCHES IS THE MINIMUM, EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED</p> |  |
| VACUUM SANITARY SEWER |  |  <p>12 INCHES IS PREFERRED 6 INCHES MINIMUM</p> |  |
| GRAVITY SANITARY SEWER, (NOTE 3) SANITARY SEWER FORCE MAIN, RECLAIMED WATER |  |  <p>12 INCHES IS THE MINIMUM, EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED</p> |  |
| ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM | 10 FT. MINIMUM | — | — |

NOTES:

1. WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
2. RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
3. 3 FT. FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
4. ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPE SO THAT THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATE JOINT LOCATIONS ALLOWED UNDER FAC 62-555.314 WILL ONLY BE ALLOWED BY THE ENGINEER ON A CASE-BY-CASE BASIS.

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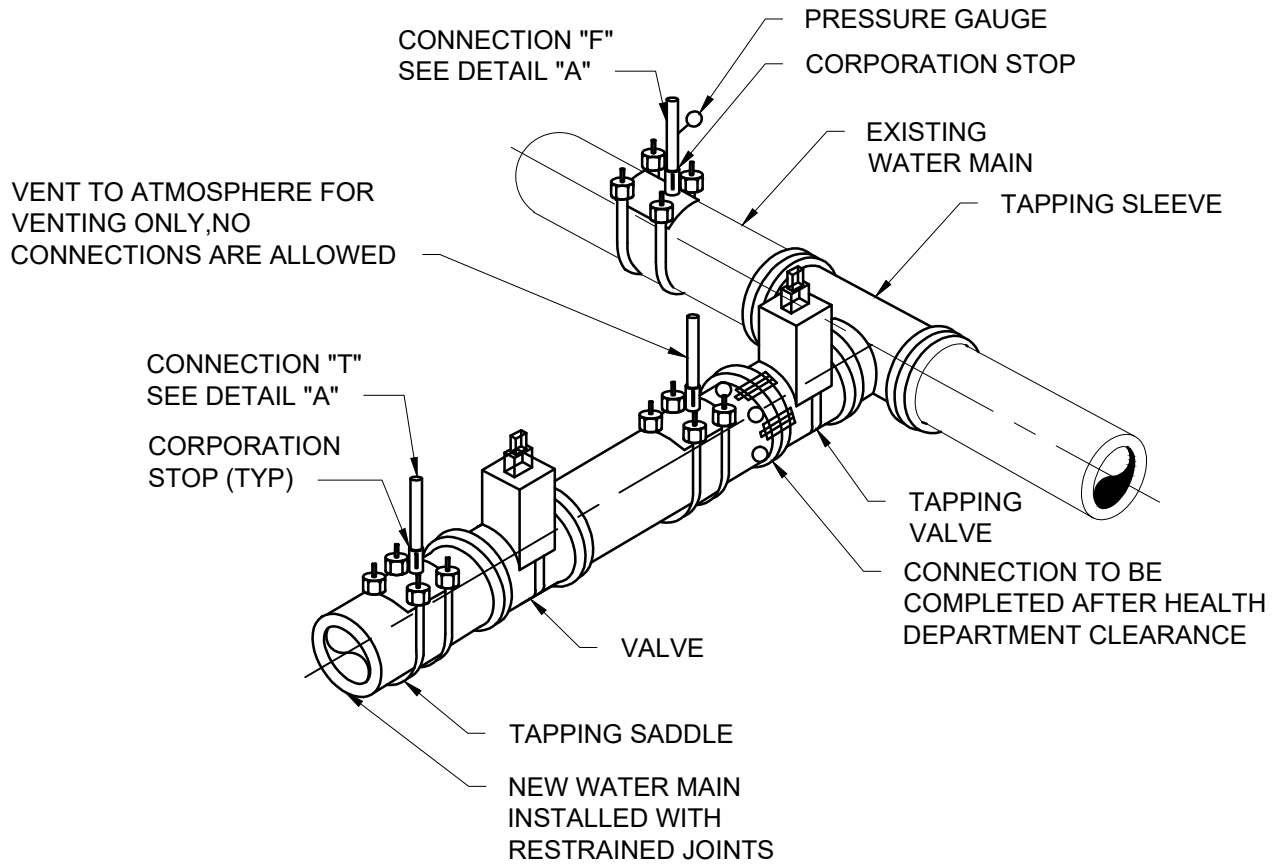
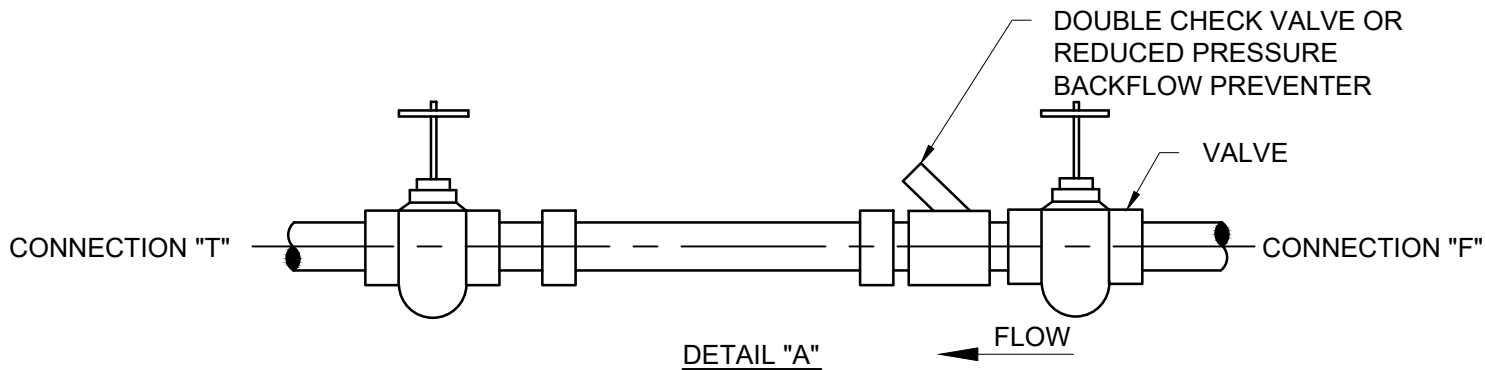




* NOTE: AFTER TESTS REMOVE 3/4" TUBING AND INSTALL PLUG ON CORPORATION STOP.

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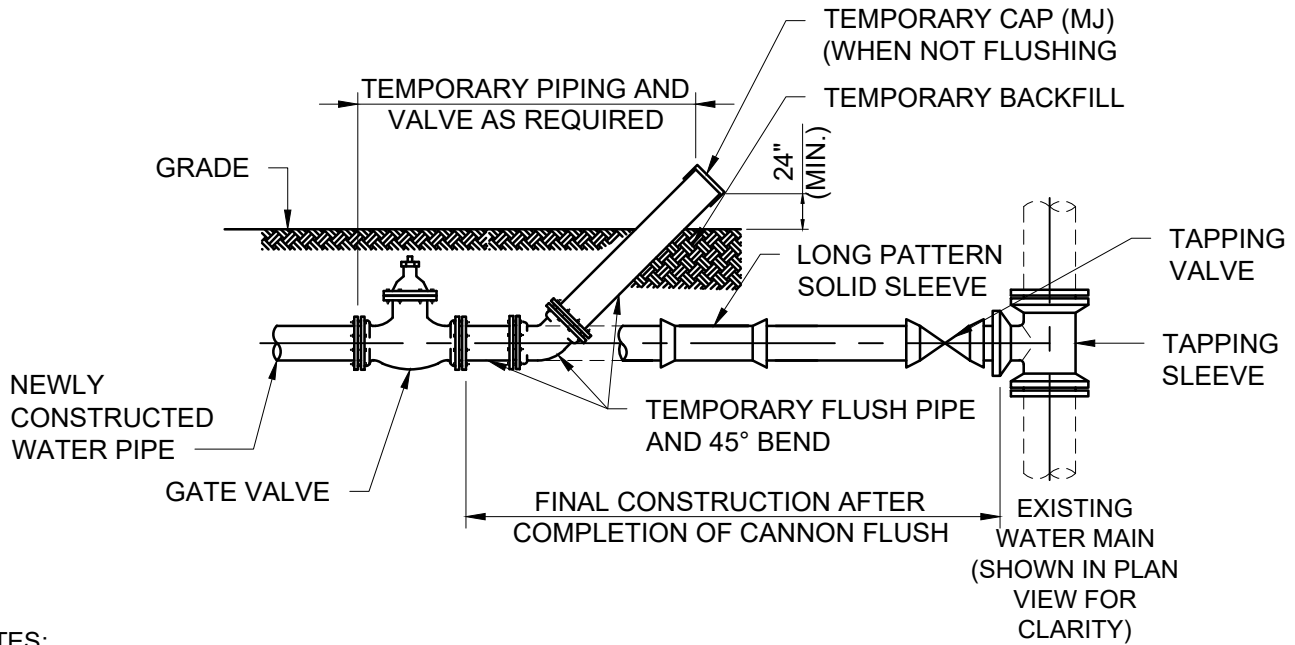


NOTES:

1. REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON EXISTING MAIN AFTER FILLING AND FLUSHING OF NEW LINE.
2. DO NOT REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON NEW MAIN UNTIL ALL TESTING HAS BEEN CLEARED BY HEALTH DEPARTMENT.
3. CLOSE CORPORATION STOPS AND PLUG/CAP WITH LEAD-FREE BRASS FITTINGS AFTER SAMPLING IS COMPLETED.
4. CONTRACTOR WILL INSTALL A PRESSURE GAUGE AT OR NEAR THE FILL AND FLUSH LOCATION AND MAINTAIN A MINIMUM PRESSURE OF 40 PSI AT ALL TIMES. THE FILL VALVE WILL BE OPENED AND CLOSED SLOWLY TO AVOID RAPID PRESSURE CHANGES IN THE WATER SYSTEM.

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**NOTES:**

1. FLUSHING LOCATIONS ARE TO BE PROPOSED BY CONTRACTOR AND APPROVED BY ENGINEER OF RECORD.
2. UPON COMPLETION OF THE PIPE INSTALLATION FOR ANY SECTION, THE MAINS SHALL BE CANNON FLUSHED TO REMOVE DIRT AND ANY OTHER FOREIGN MATTER.
3. INSTALL A TEMPORARY 45° BEND, VALVE AND ASSOCIATED TEMPORARY PIPING AS SHOWN TO DIRECT THE FLUSHING WATER AWAY FROM THE IMMEDIATE WORK AREA AND EXERCISE DUE CARE SO AS TO ENSURE THAT THE WATER USED IN FLUSHING DOES NOT CAUSE A NUISANCE OR INFLICT PROPERTY DAMAGE.
4. BENDS AND PIPING SHALL BE THE SAME SIZE OR LARGER AS THE LINE BEING FLUSHED.
5. PRIOR TO THE ACTUAL LINE FLUSHING OPERATION THE CONTRACTOR SHALL PROPERLY NOTIFY OWNER'S INSPECTOR OF SUCH INTENDED WATER USE.
6. NO EXISTING VALVES SHALL BE OPERATED, EXCEPT BY AUTHORIZED OWNER PERSONNEL.
7. FLUSHING SHALL NOT BE ACCOMPLISHED WITHOUT THE ACTUAL PRESENCE OF THE OWNER'S INSPECTOR.
8. AFTER THE LINE UNDER CONSTRUCTION HAS BEEN SUCCESSFULLY FLUSHED, THE CONTRACTOR SHALL REMOVE THE TEMPORARY PIPING ARRANGEMENT AND PROCEED WITH THE REMAINING CONSTRUCTION AS SPECIFIED.
9. ALL PIPING SHALL BE RESTRAINED.
10. CONTRACTOR WILL INSTALL A PRESSURE GAUGE AT OR NEAR THE FILL AND FLUSH LOCATION AND MAINTAIN A MINIMUM PRESSURE OF 40 PSI AT ALL TIMES. THE FILL VALVE WILL BE OPENED AND CLOSED SLOWLY TO AVOID RAPID PRESSURE CHANGES IN THE WATER SYSTEM.
11. CONTRACTOR IS CAUTIONED THAT GOVERNING AGENCIES OR UTILITIES MAY HAVE REGULATIONS LIMITING OR PROHIBITING DISCHARGE INTO SEWERS, SURFACE WATERS, CANALS, DITCHES AND OTHER CONVEYANCES/RETENTION AREAS. ALL COMPLIANCE WITH GOVERNING AGENCY REQUIREMENTS (INCLUDING PERMITTING, IF REQUIRED) IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
12. CANNON FLUSHING TO PROCEED AFTER HEALTH DEPARTMENT CLEARANCE IS RECEIVED.

FLUSHING CONNECTION

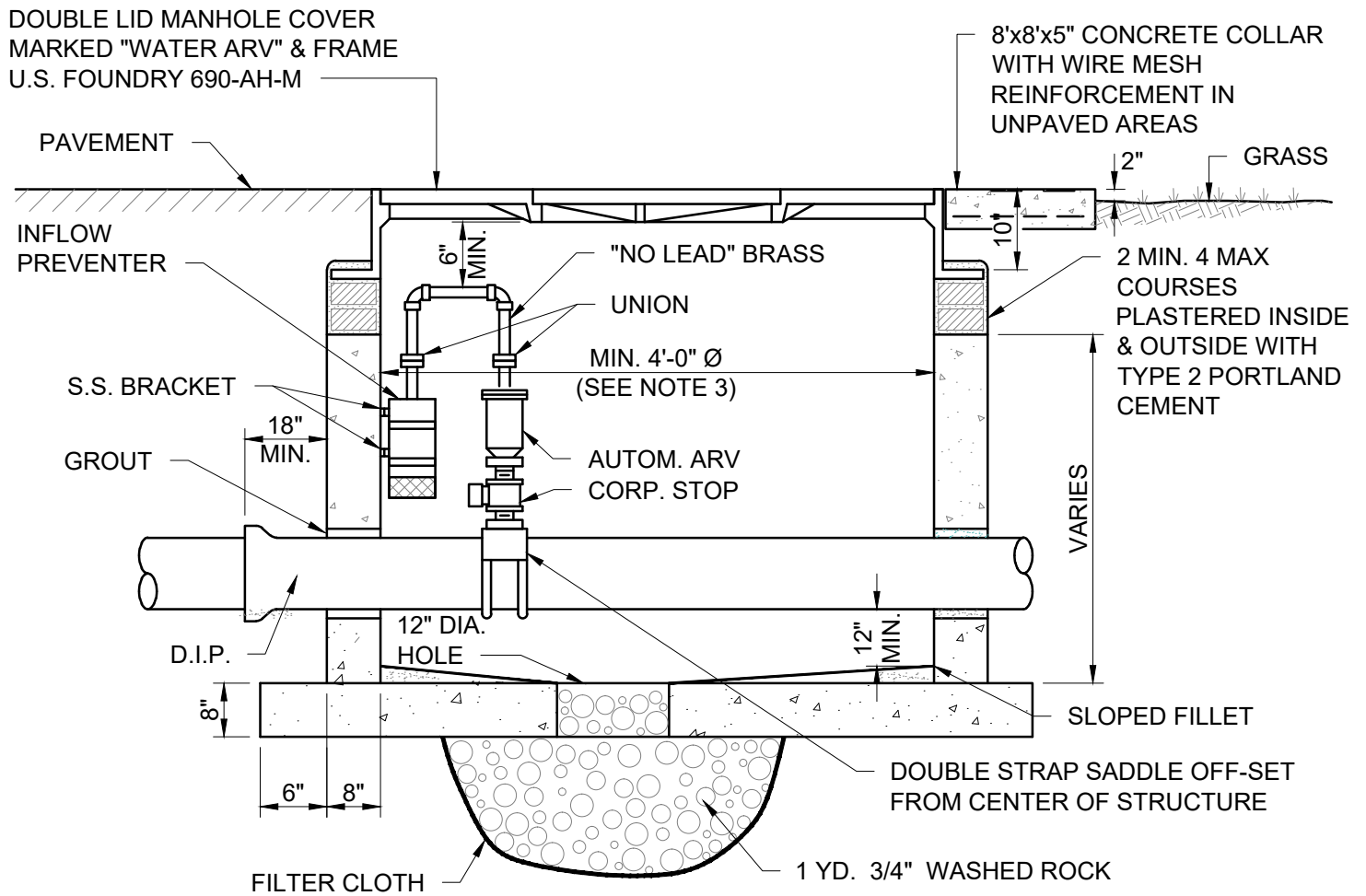
NOT TO SCALE

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DETAILS

CANNON FLUSHING

CAM # 22-1115
Exhibit # 1
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DETAIL NO.
WATR
005
REVISED:
2016/09/21



NOTES:

1. MANHOLE SHALL BE PRECAST AND DESIGNED BY FABRICATOR TO COMPLY WITH FDOT INDEX 200.
2. DUCTILE IRON PIPE IS REQUIRED WITHIN THE MANHOLE. NO PIPE JOINTS INSIDE OF MANHOLE.
3. LARGER MANHOLES REQUIRED FOR PIPES LARGER THAN 12", AS FOLLOWS:

11/2/2022 2:04 PM

| PIPE SIZE | MIN. MANHOLE DIAMETER |
|-----------|-----------------------|
| 16" - 24" | 60" |
| 30" - 42" | 72" |



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DETAILS

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

**AUTOMATIC AIR RELEASE VALVE
FOR AREAS THAT FLOOD
TYPE 1**

CAM # 22-1115
Exhibit # 1
Page 106 of 194

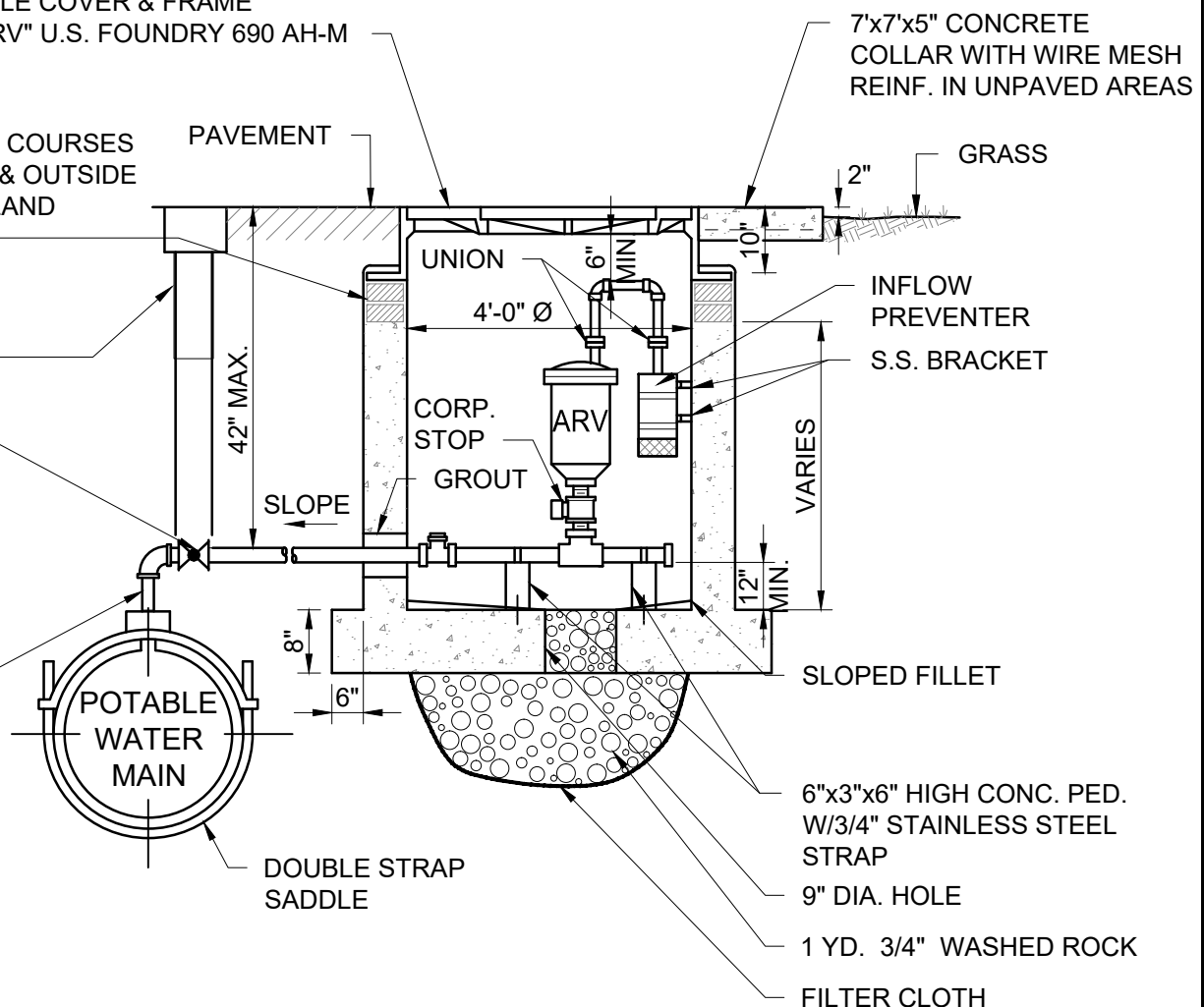
DETAIL NO.
**WATR
006**
REVISED:
2016/09/21

DOUBLE LID MANHOLE COVER & FRAME
 MARKED "WATER ARV" U.S. FOUNDRY 690 AH-M

2 MIN. 4 MAX. BRICK COURSES
 PLASTERED INSIDE & OUTSIDE
 WITH TYPE II PORTLAND
 CEMENT

VALVE BOX
 BALL VALVE

4" THREADED
 BRASS NIPPLE



7'x7'x5" CONCRETE
 COLLAR WITH WIRE MESH
 REINF. IN UNPAVED AREAS

PAVEMENT

GRASS

UNION

4'-0" Ø

CORP.
 STOP

GROUT

INFLOW
 PREVENTER

S.S. BRACKET

SLOPE

VARIES

12" MIN.

SLOPED FILLET

6"x3"x6" HIGH CONC. PED.
 W/3/4" STAINLESS STEEL
 STRAP

9" DIA. HOLE

1 YD. 3/4" WASHED ROCK

FILTER CLOTH

DOUBLE STRAP
 SADDLE

POTABLE
 WATER
 MAIN

NOTES:

1. MANHOLE SHALL BE PRECAST AND DESIGNED BY FABRICATOR TO COMPLY WITH FDOT INDEX 200.
2. ALL VALVES, PIPING AND FITTINGS SHALL BE LEAD-FREE BRASS OR BRONZE.

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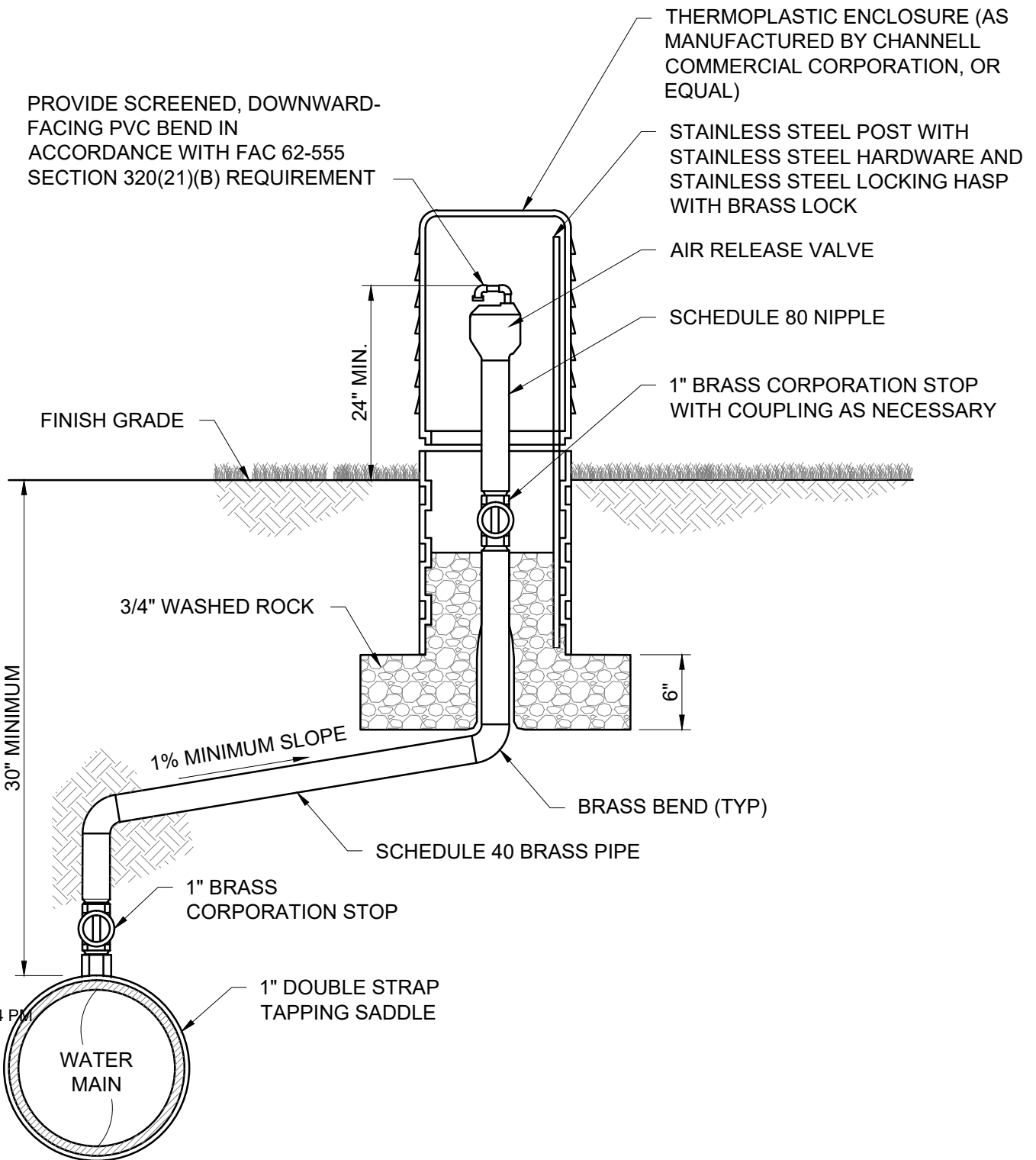
CITY OF FORT LAUDERDALE
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DETAILS

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

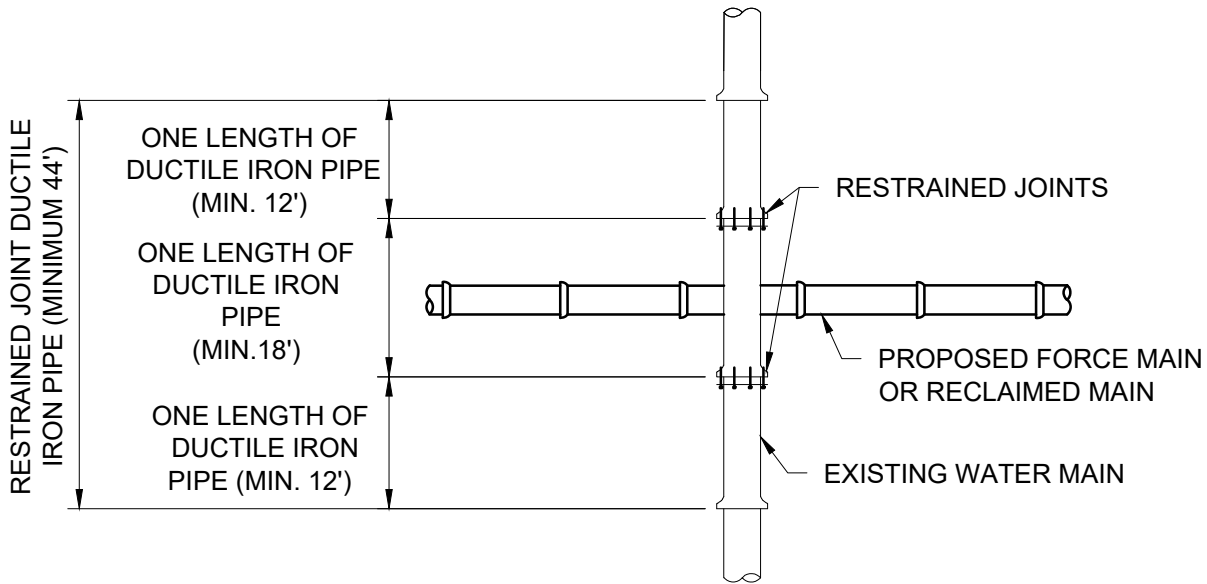
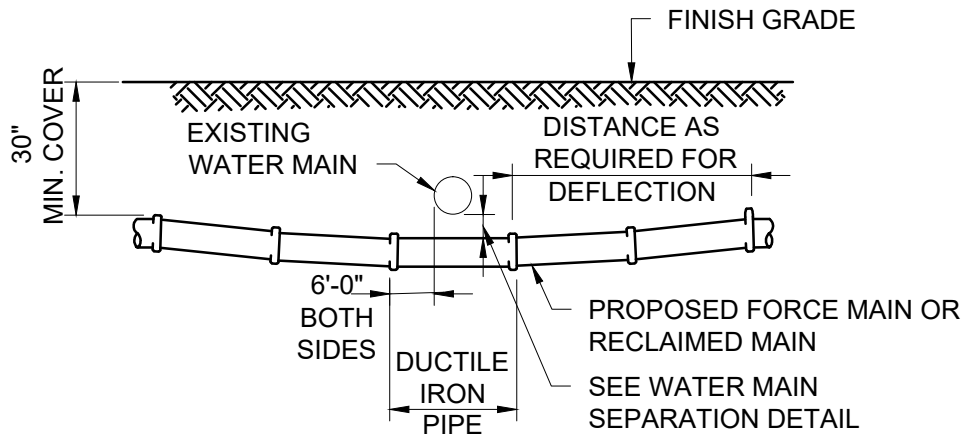
**AUTOMATIC AIR RELEASE VALVE
 FOR AREAS THAT FLOOD
 TYPE 2**

CAM # 22-1115
 Exhibit # 1
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DETAIL NO.
**WATR
 007**
 REVISED:
 2016/09/21



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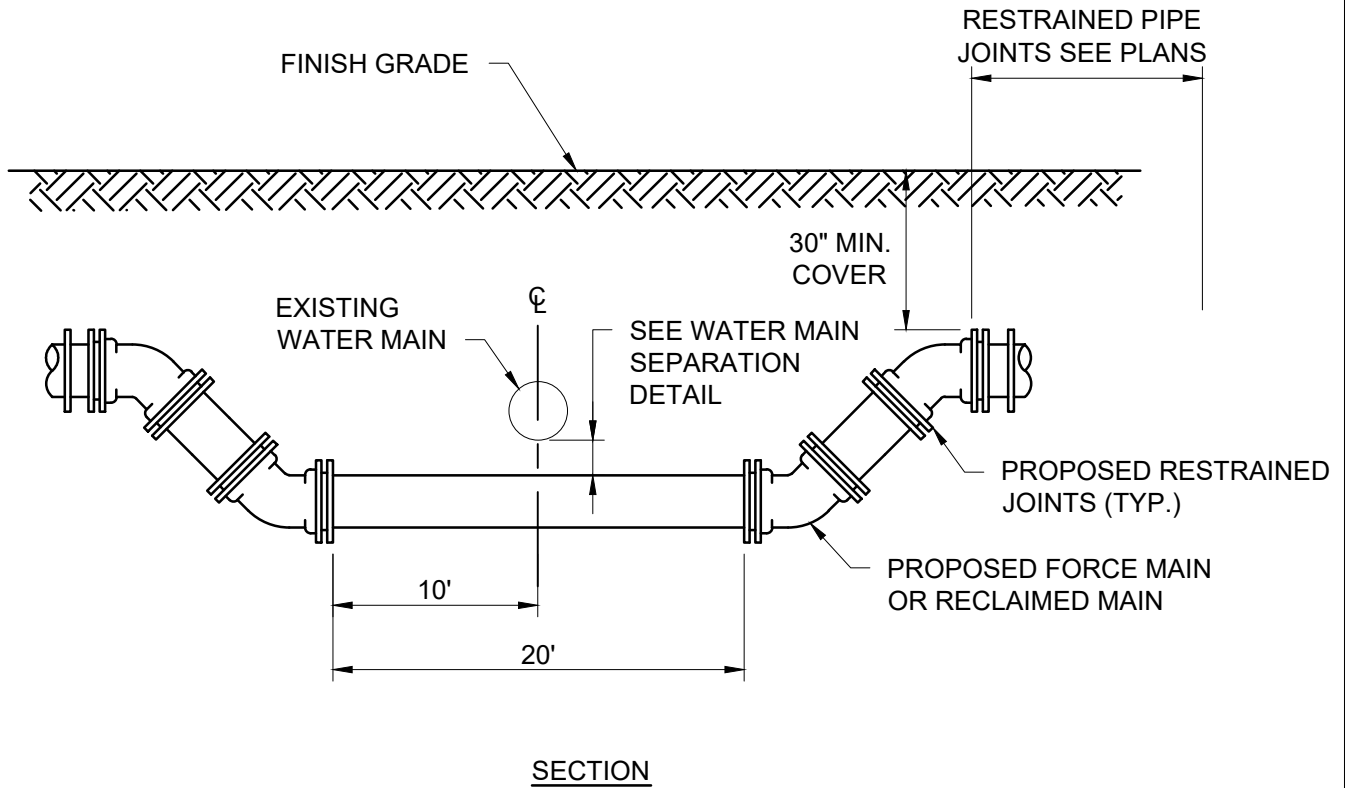


NOTE:

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1. JOINTS SHALL NOT BE DEFLECTED MORE THAN 50% OF MANUFACTURER'S RECOMMENDED DEFLECTION.



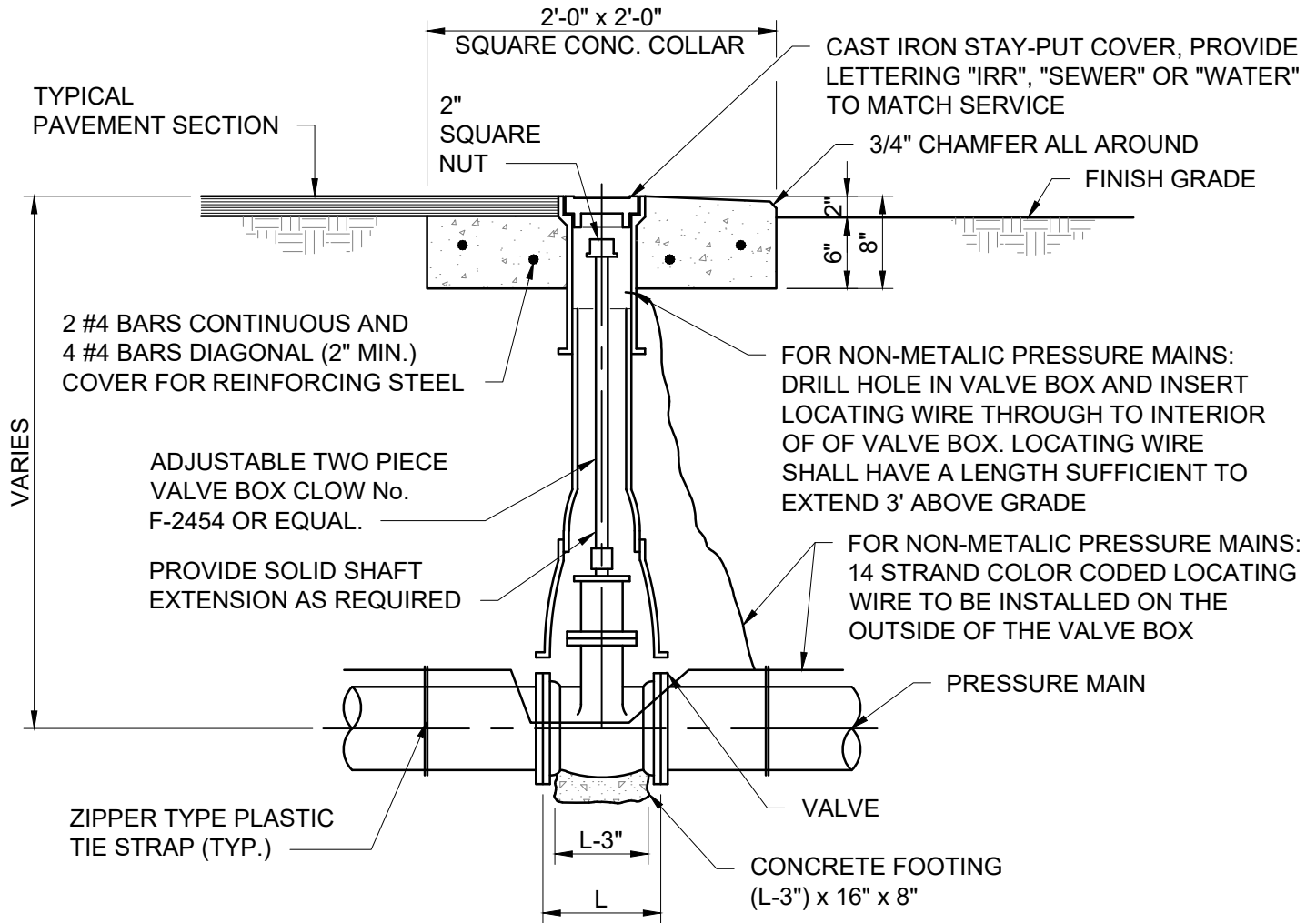


SECTION

NOTE:

1. WHEREVER POSSIBLE, DEFLECTION OF THE PIPE (PER THE DETAIL TITLED "UTILITY CROSSING - DEFLECTION TYPE") SHALL BE USED TO AVOID EXISTING OBSTRUCTIONS. THIS DETAIL SHALL BE USED ONLY WHEN APPROVED BY ENGINEER.





11/2/2022 2:04 PM



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DETAILS

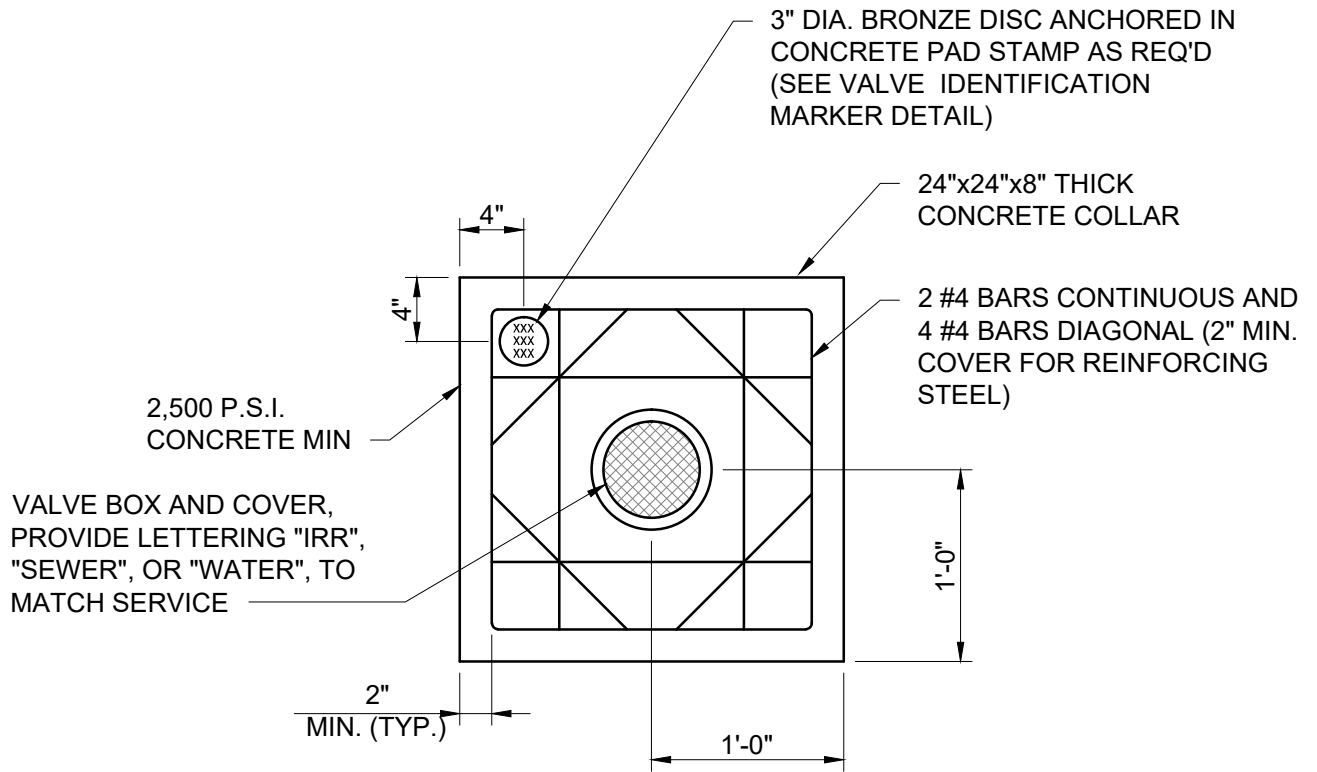
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

VALVE BOX

CAM # 22-1115
Exhibit # 1
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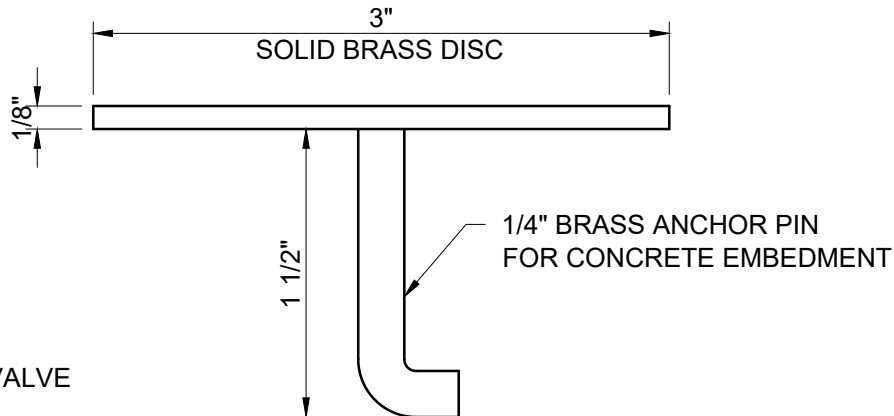
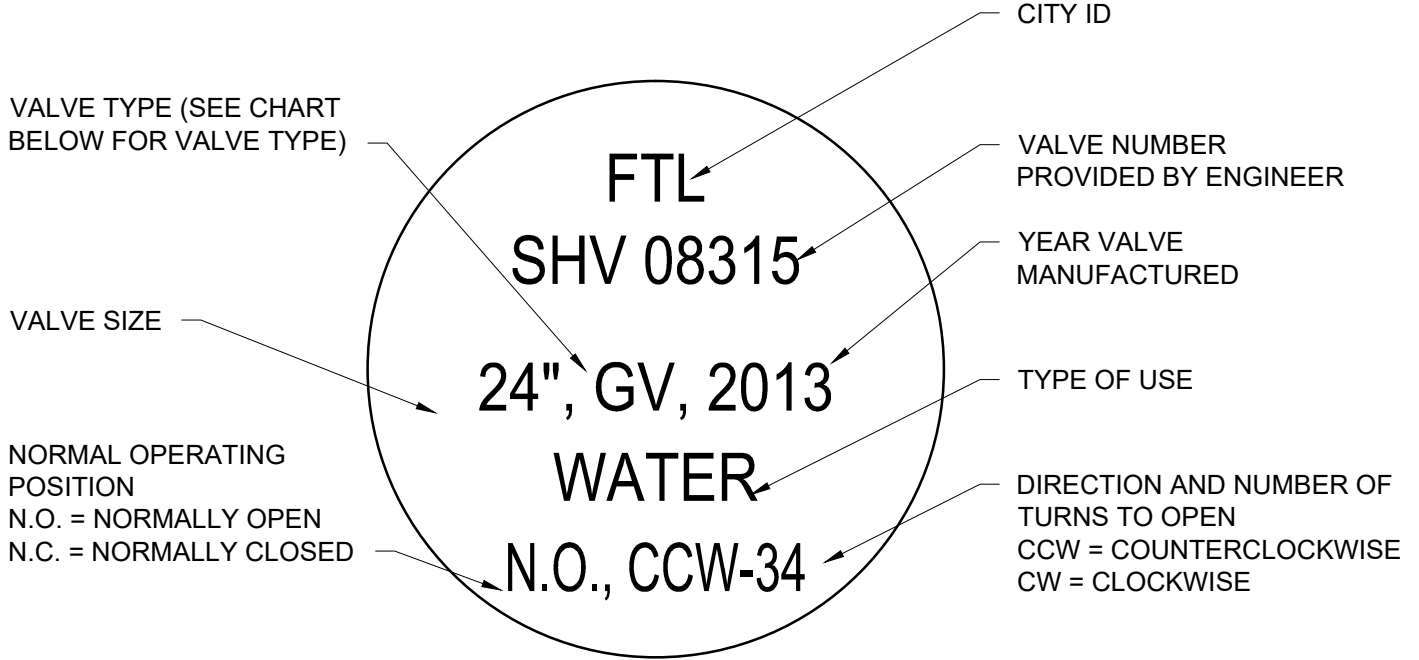
DETAIL NO.
WATR
015

REVISED:
2016/09/21



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VALVE TYPES

- BV - BALL VALVE
- GV - GATE VALVE
- BFV - BUTTERFLY VALVE
- PV - PLUG VALVE

NOTES:

1. VALVE INFORMATION TO BE ENGRAVED INTO TOP SURFACE WITH 1/4" CAPITAL LETTERS.
2. ENTIRE MARKER TO BE COATED WITH CLEAR EPOXY TO PREVENT TARNISHING.
3. MARKERS SHALL BE MANUFACTURED BY WAGER COMPANY OF FLORIDA.



Exhibit E

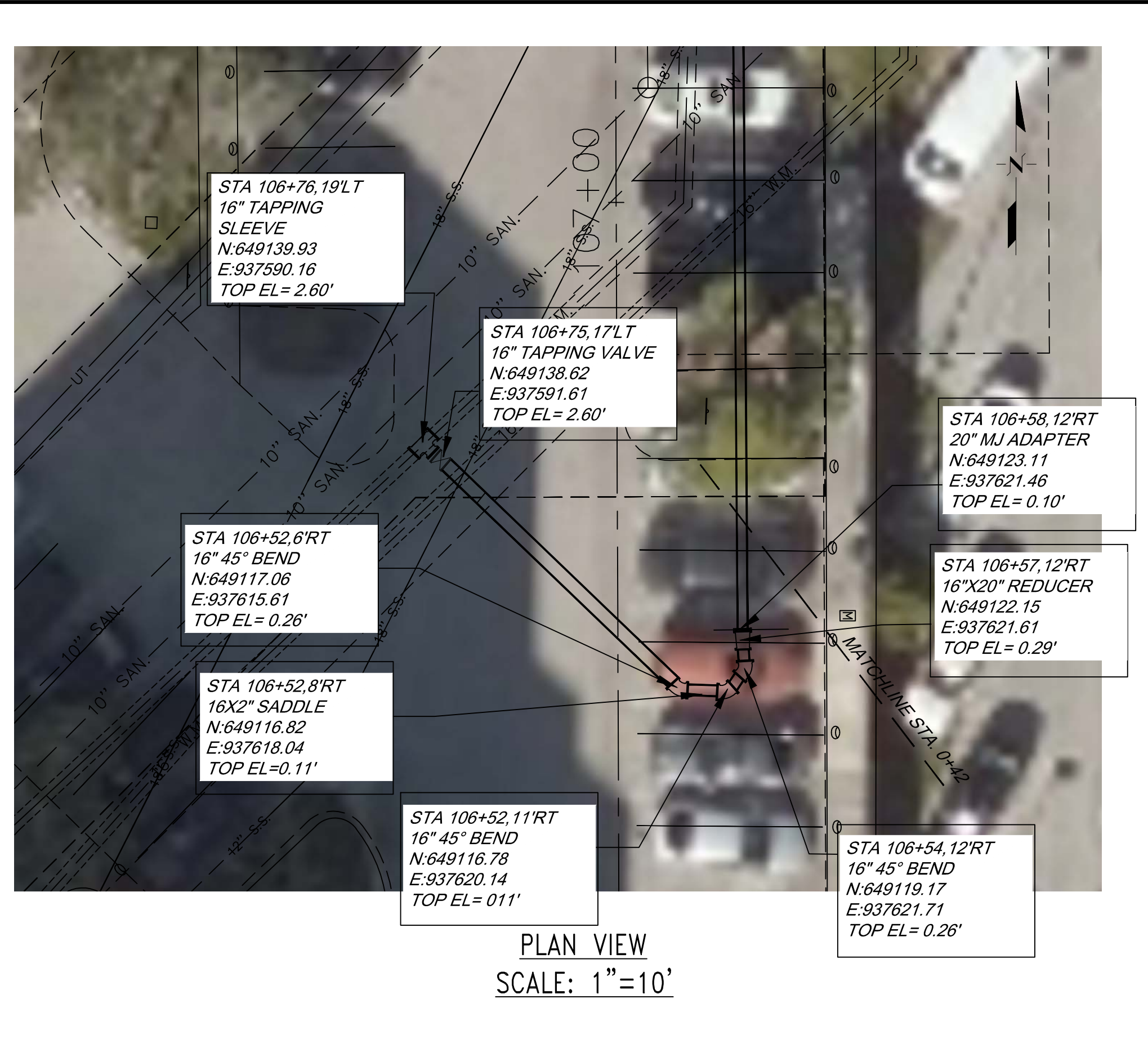
LIST OF APPROVED PRODUCTS - WATER

| | | Water | |
|------------------------------------|---------------------|-----------------------------------|--------------------|
| Description | Manufacturer | Model # | Comments |
| Air Release | ARI | D-040 (nylon body) | Combination |
| | Htec | 986 | Combination |
| ARV Vault | US Foundry | 7665 Water Lid | |
| Auto Blow Off | Hydro Guard | HGI Standard | |
| Backflows | Watts | Model as required for application | |
| | Febco | Model as required for application | |
| | Ames | Model as required for application | |
| | Wilkins | Model as required for application | |
| Casing End Seals | Advance Products | AC and AW | |
| | Cascade Water Works | CCES | |
| | CCI Pipeline | ESW/ESC | |
| | Power Seal | 4810 ES | |
| Casing Spacer | Advance Products | S/12 | |
| | Cascade Water Works | CCS | |
| | CCI Pipeline | CCS 12 | |
| Check Valve | American | N/A | |
| | Clow | | |
| | Clow | | |
| Corporation Ball Stops | Ford | FB1000 | |
| | Mueller | P25008 | |
| Curb Stops | Ford 1" | B41-444W PJ x FIP | 1" Single Service |
| DIP Bell Joint Restraints | EBAA Iron Inc. | Series 1500 TD | |
| 4"-12" | Uni-Flange | Series 1390 | |
| | Sigma | Series PWP | |
| | Smith Blair | Series 165 | |
| | Star | Series 1100 | |
| DIP MJ Restraint | EBBA Iron Inc. | Series 1100 | |
| | Uni-Flange | 1400 | |
| | Sigma | One Lok Series D | |
| | Star | Series 3000 | |
| | Tyler Union | TufGrip Series TLD | |
| DIP Bell Restraints 16" up | EBAA Iron Inc. | Series 1700 | |
| | Sigma | Series PWP/DI | |
| DIP Bell Restraint locking Gaskets | American | Fast Grip Gasket | |
| | U. S. Pipe | Field lok 350 Gasket | |
| DIP Pipe | American | Cement lined | Blue |
| | U. S. Pipe | Cement lined | Blue |
| Fittings M/J | American | Class 350 | Cement lined |
| | Sigma | Class 350 | Cement lined |
| | Star | Class 350 | Cement lined |
| | Tyler Union & Clow | Class 350 | Cement lined |
| Flow Meter | (By City) | | |
| Gate Valves | Mueller | Series-2360/2361 | |
| 4" up | American | Series-2500 | |
| | Clow | 2640 | |
| | Kennedy | KS-RW | |
| Generators | Cummings | | |
| HDPE Drill | JM Eagle | HDPE | Blue-DR11 |
| | Performance Pipe | Drisco Plex 4000 | Blue-DR11 |
| | Poly Pipe, Inc. | EHMW Poly | Blue-DR11 |
| | CertainTeed | Certa-Lok C900/RJ | Blue |
| Hydrants | Mueller 5-1/4" | Super Centurion | Yellow w/blue caps |
| | 3" Metallic Tape | 3" x 1000' Det. Tape | Water buried below |
| Line Stops | JCM | | Stainless Saddles |
| | Romac | | Stainless Saddles |

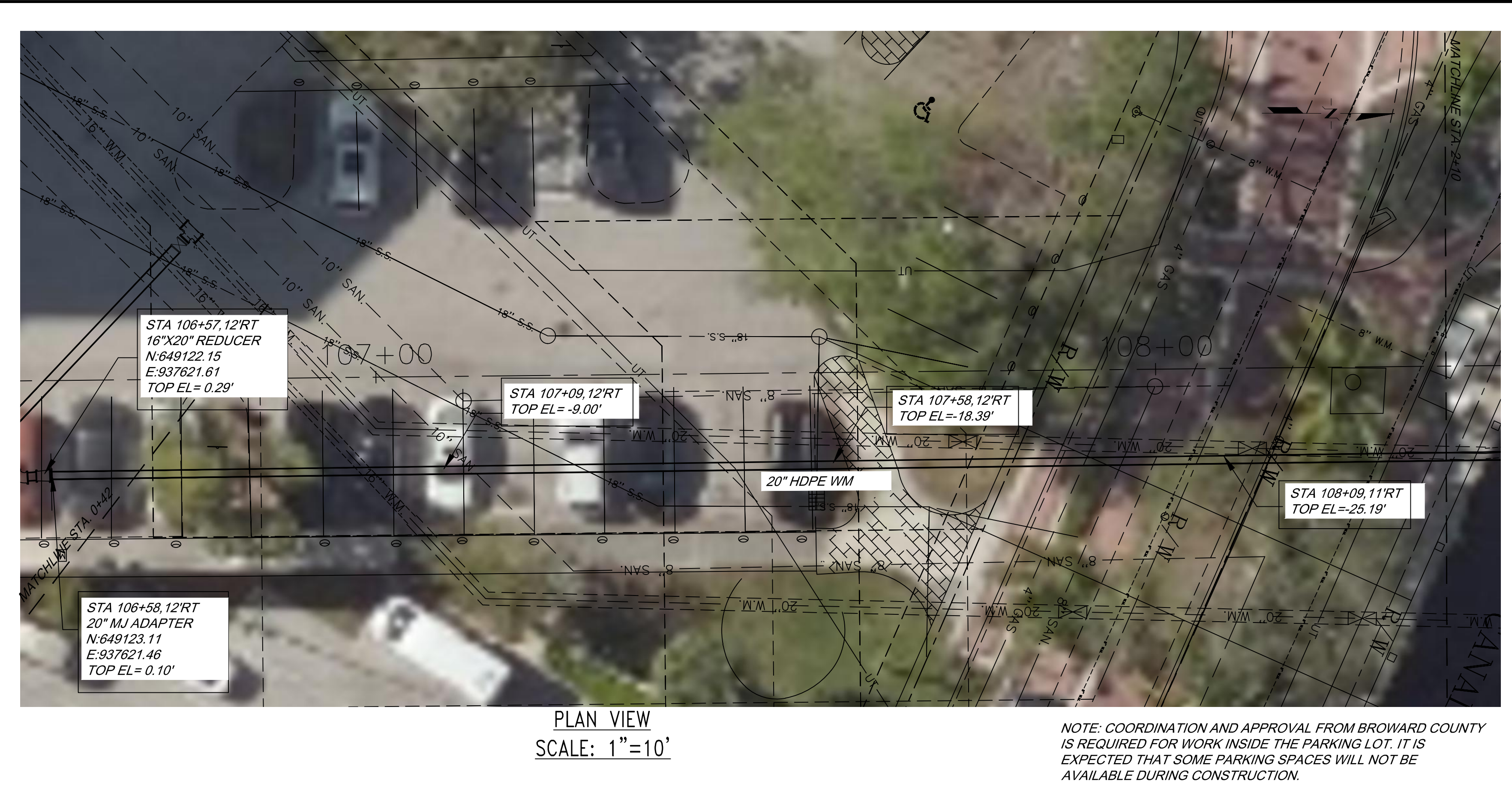
LIST OF APPROVED PRODUCTS - WATER

| | | Water | |
|----------------------------------|-------------------------|--------------------------|-----------------------|
| Description | Manufacturer | Model # | Comments |
| Meterbox | Oldcastle | FL12 / FL36 | |
| PE Tubing | Endot | IPS SDR9 | Blue |
| | Drisco | IPS SDR9 | Blue |
| | Charter Plastics | PE3408/3608 IPS SDR9 | Blue |
| Poly Service Clamp | Ford | FSC w/full wrap gskt | 3" wide for CTS |
| | Smith Blair | 244 full circle redi clp | 3" wide for CTS |
| PRV's | Clay | | |
| | Bermad | 720I | |
| PVC Pipe MJ Restraints | EBBA Iron Inc. | Series 2000 PU | |
| | Uni-Flange | Series 1500 | |
| | Sigma | Series SICE | |
| | Star | Series 4000 | |
| | Tyler Union | Series TLP | |
| PVC Bell Joint Restraints | EBBA Iron Inc. | 1500 | |
| | Uni-Flange | Series 1390 | |
| | Sigma | Series PWP | |
| | Smith Blair | Series 165 | |
| | Star | Series 1100 C | |
| PVC Bell Joint Restraints 16" up | Tyler Union | Tuff Grip 300 C | |
| | Sigma | PV Lok PWP | |
| | Smith Blair | Series 165 | |
| | Star | Series 1100 C | |
| PVC 900 DR18 Bell & Spigot | JM Eagle | C-900 | Blue |
| | Natl Pipe & Plastic Inc | C-900 | Blue |
| | N American Pipe Corp | C-900 | Blue |
| Service Saddles (Brass) | Ford | F202 | |
| | JCM | 402CC | |
| | Romac | 202 NU | |
| | Smith Blair | 313CC | |
| | Mueller | DR2A | |
| Service Saddles HDPE (Brass) | Ford | FCP 202 | SDR9-SDR 17 |
| | Romac | Series 202 N-H | SDR9-SDR 17 |
| | Smith Blair | Series 317-1 for HDPE | SDR9-SDR 17 |
| Single Services | 1 1/2" | BF43-666W PJ x FLG | 1-1/2" Single Service |
| | 2" | BF43-777W PJ x FLG | 2" Single Service |
| | Mueller 1" | P25170 | 1" Single Service |
| | 1 1/2" | P25170 | 1-1/2" Single Service |
| | 2" | P25170 | 2" Single Service |
| Tapping Sleeves Clamps | JCM | 432 S. S | |
| | Romac | SST | |
| Tapping Valves | American | American | |
| | Mueller | Mueller | |
| | Kennedy | Kennedy | |
| Tracing Wire | Main lines & Services | 14 GA | Blue |
| | Directional Drills | Copperhead | Blue |
| Tracing Wire Splice | Wire Connection | 14 GA wire nut | N/A |
| | Waterproofing Conn. | SA-102 | Up to 3 - 10 GA wires |
| Valve Box | Tyler Union | 6850 Water | "WATER" lid |
| | Mueller | 10364 Water | "WATER" lid |
| | Star | VB 001 | "WATER" lid |
| | Sigma | VB 261 | "WATER" lid |
| Wet Well Safety Grates | Halliday Product | | |
| Y Branch | Ford | Y 44-264-NL | |
| | Mueller | P-15343 | |

Exhibit F

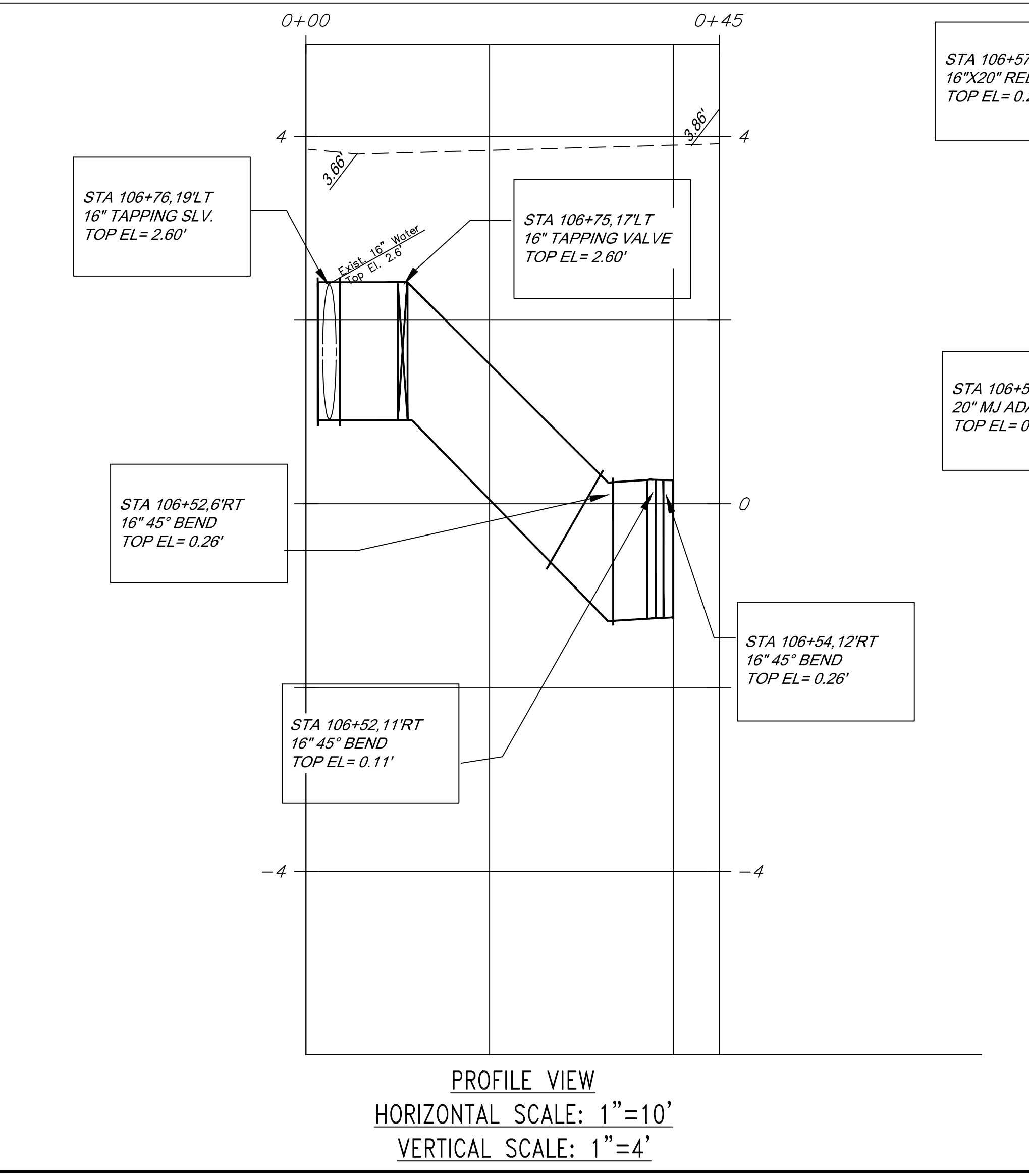


PLAN VIEW
SCALE: 1"=10'

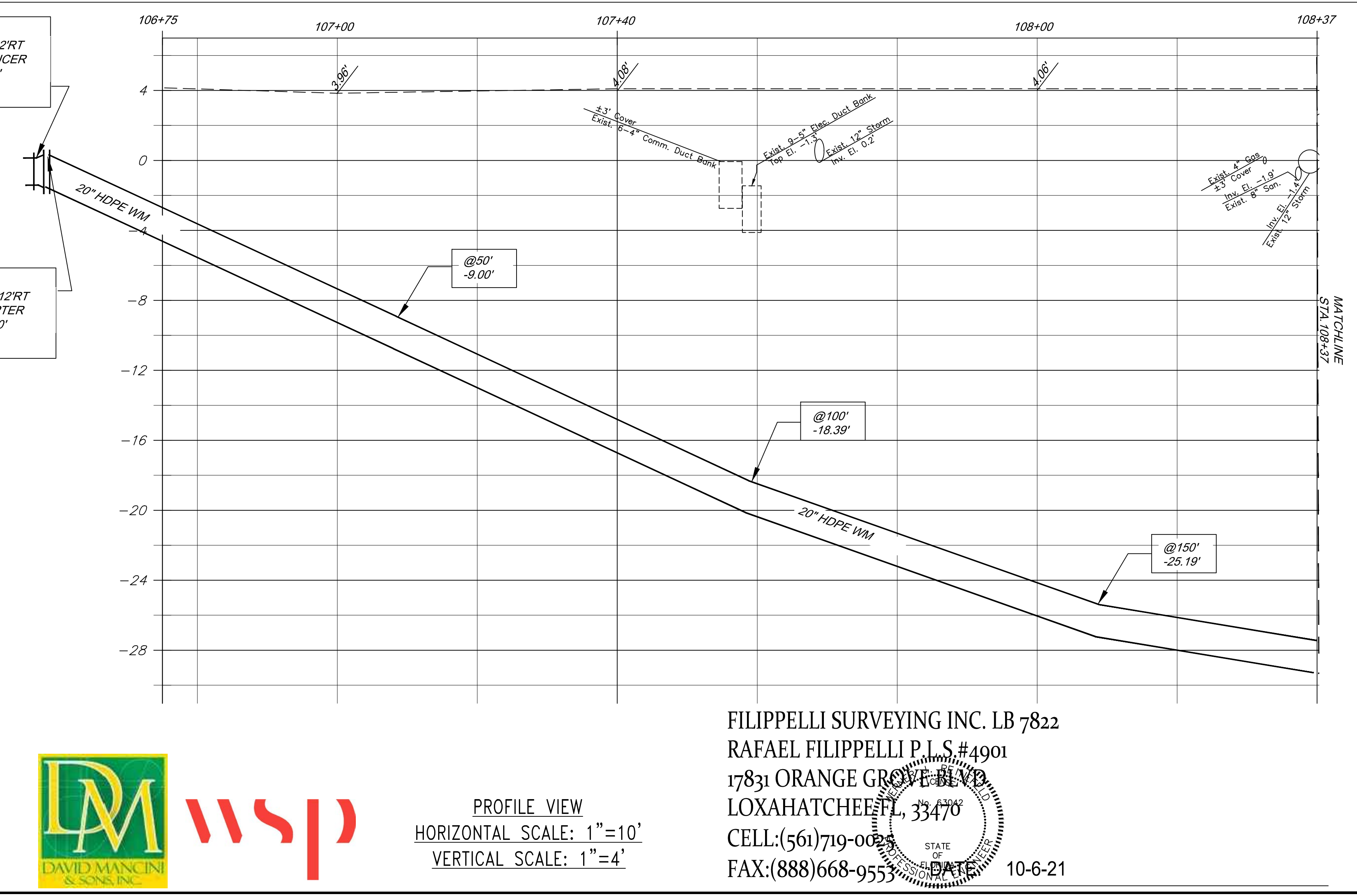


PLAN VIEW
SCALE: 1"=10'

NOTE: COORDINATION AND APPROVAL FROM BROWARD COUNTY IS REQUIRED FOR WORK INSIDE THE PARKING LOT. IT IS EXPECTED THAT SOME PARKING SPACES WILL NOT BE AVAILABLE DURING CONSTRUCTION.



PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=4'



PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=4'

FILIPPELLI SURVEYING INC. LB 7822
RAFAEL FILIPPELLI P.I.S.#4901
17831 ORANGE GROVE BLVD
LOXAHATCHEE FL, 33470
CELL:(561)719-0025
FAX:(888)668-9553
DATE 10-6-21



ENGINEER: Werner Reinefeld
REG. No. 063042
DATE: 06/30/2020
TEL: 905-544-3100
FAX: 905-501-5750

DRAWN BY: JC
DATE: 4/24/2020
DESIGNED BY: JC
CHECKED BY: JC
FIELD BOOK: WR

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

| NO. | DATE | BY | CHKD | DESCRIPTION |
|-----|------|----|------|-------------|
| | | | | |
| | | | | |
| | | | | |

PROJECT # P10814
NEW CENTRAL RIVER
LARGE WATER MAIN CROSSING
PLAN & PROFILE
SE 1ST AVENUE

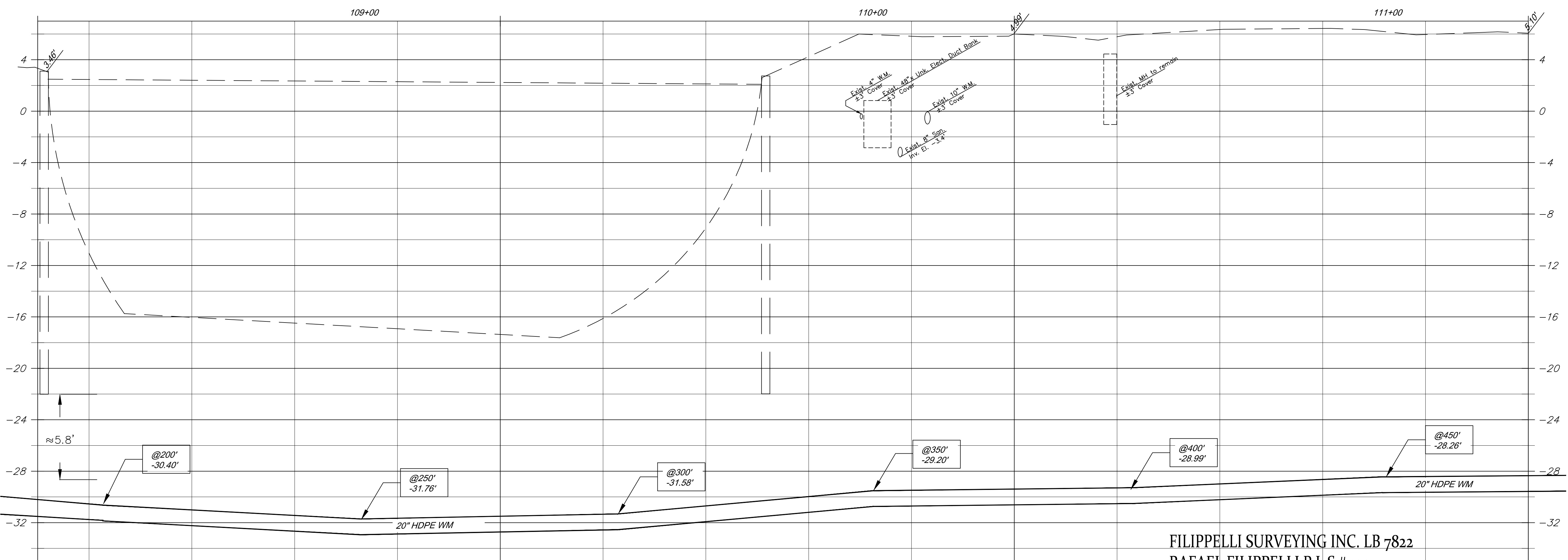
AS-BUILT

| | |
|------------------|----------------|
| SHEET NO. | OF |
| C-2 | 6 |
| TOTAL: | 14 |
| CAD FILE: | 10814-008-PLAN |
| DRAWING FILE NO. | 4-XXX-XX |

I:\NEW RIVER\10814-008-PLAN - STANDARD\10814-008-PLAN.DWG



SCALE: 1"=10'



PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=4'

FILIPPELLI SURVEYING INC. LB 7822
RAFAEL FILIPPELLI P.L.S.#4901
17831 ORANGE GROVE BLVD.
LOXAHATCHEE FL 33470
CELL:(561)719-0025
FAX:(888)668-0055 DATE: 10-6-21



| | |
|--------------|-----------|
| DATE: | 4/24/2020 |
| DESIGNED BY: | JC |
| CHECKED BY: | JC |
| SCALE: | 1"=40' |
| FIELD BOOK: | |

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

| NO. | DATE | BY | CHKD | DESCRIPTION |
|-----|------|----|------|-------------|
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PROJECT # P10814
NEW CENTRAL RIVER
LARGE WATER MAIN CROSSING
PLAN & PROFILE
SE 1ST AVENUE

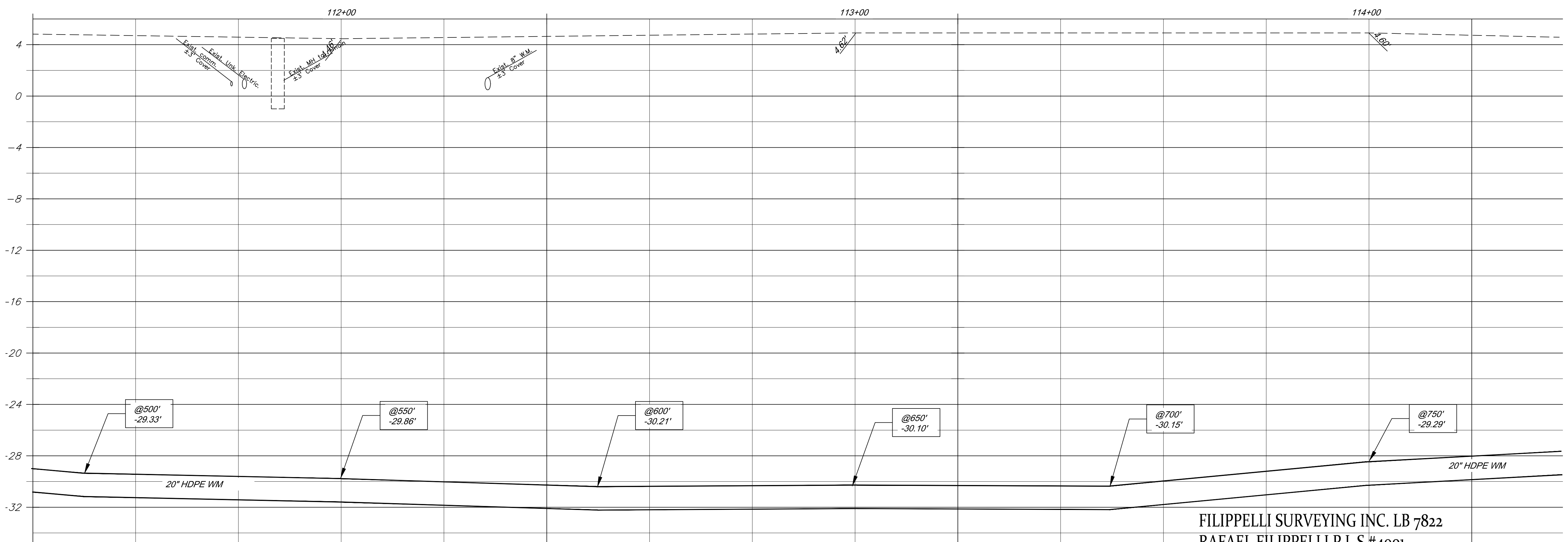
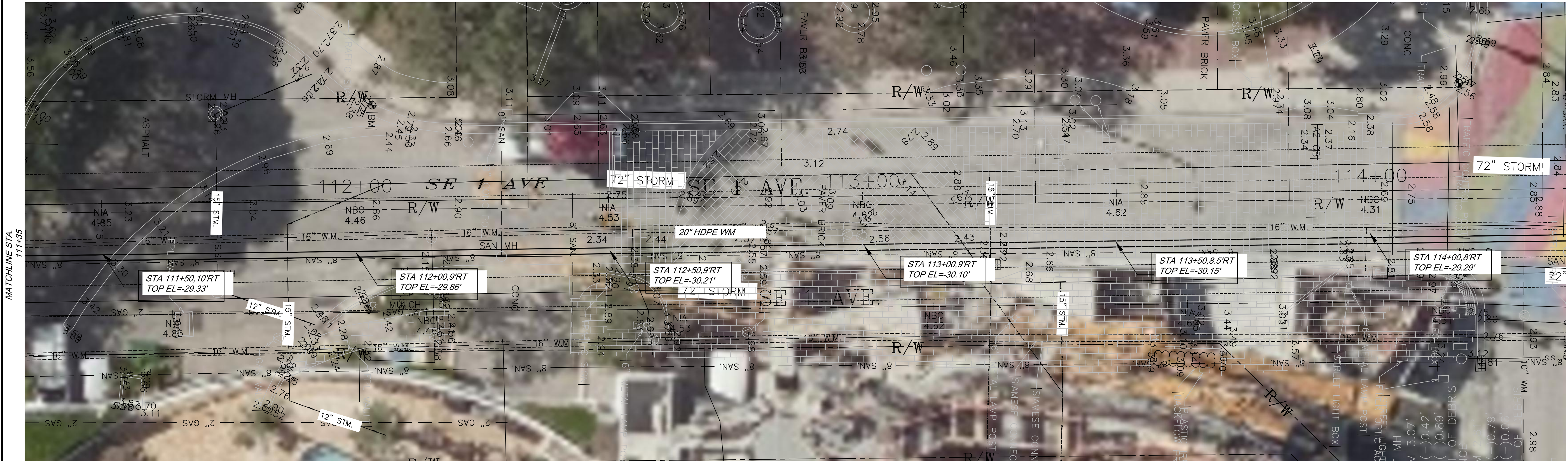
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| SHEET NO. | OF |
| C-3 | 7 |
| TOTAL: | 14 |
| CAD FILE: | 10814-008-PLAN |
| DRAWING FILE NO. | 4-XXX-XX |

AS-BUILT

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PLAN VIEW
SCALE: 1"=10'



I:\NEW RIVER\10814-008-PLAN - STANDARD\10814-008-PLAN.DWG



PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=4'

FILIPPELLI SURVEYING INC. LB 7822
RAFAEL FILIPPELLI P.L.S.#4901
17831 ORANGE GROVE BLVD.
LOXAHATCHEE FL, 33470
CELL:(561)719-0025
FAX:(888)668-9553 DATE: 10-6-21

AS-BUILT

| | | |
|-----------|-------|-------|
| ENGINEER: | NAME: | DATE: |
| REG. NO.: | NO.: | DATE: |
| DATE: | DATE: | DATE: |

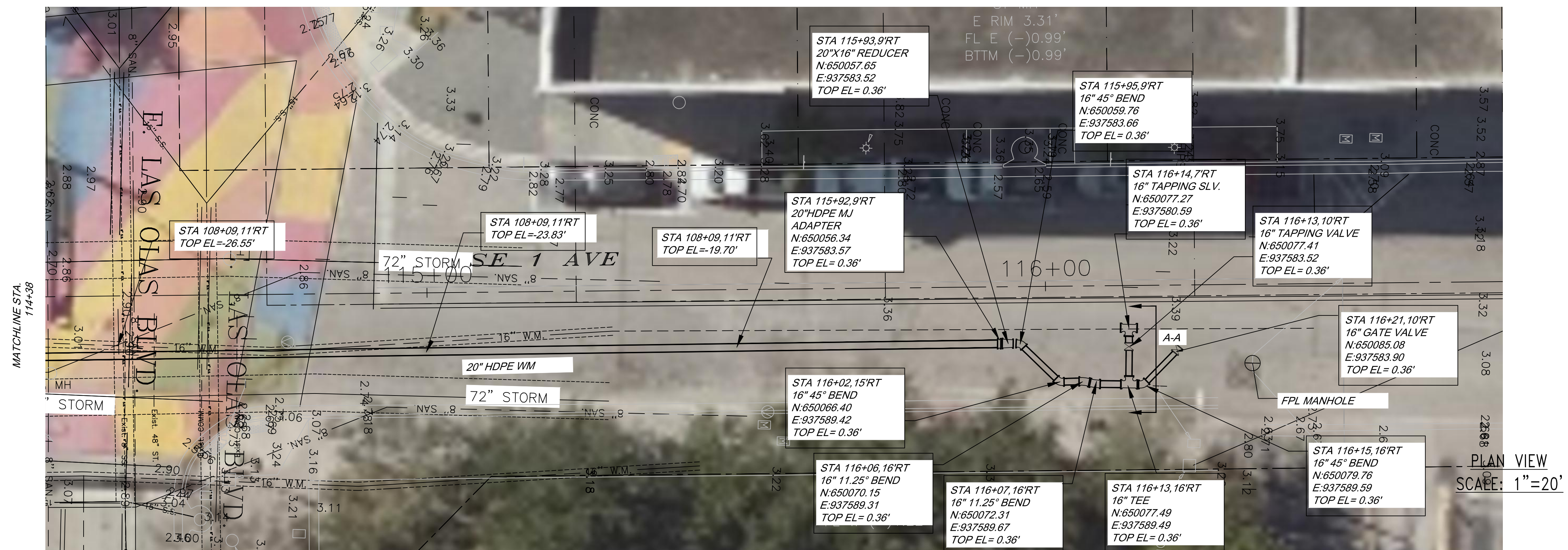
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|--------------|--------|
| DRAWN BY: | JC |
| DESIGNED BY: | JC |
| CHECKED BY: | WR |
| SCALE: | 1"=40' |
| FIELD BOOK: | |

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

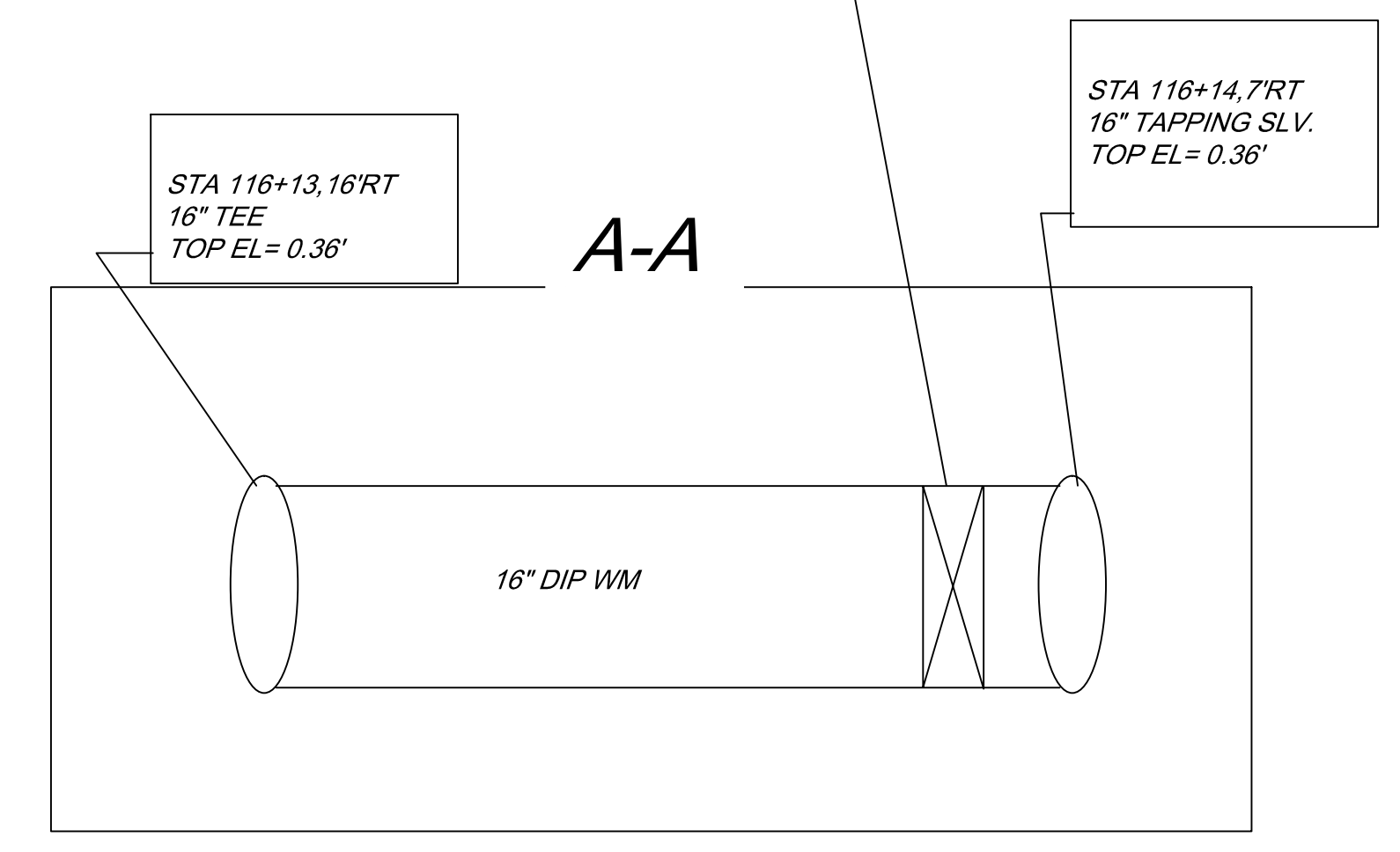
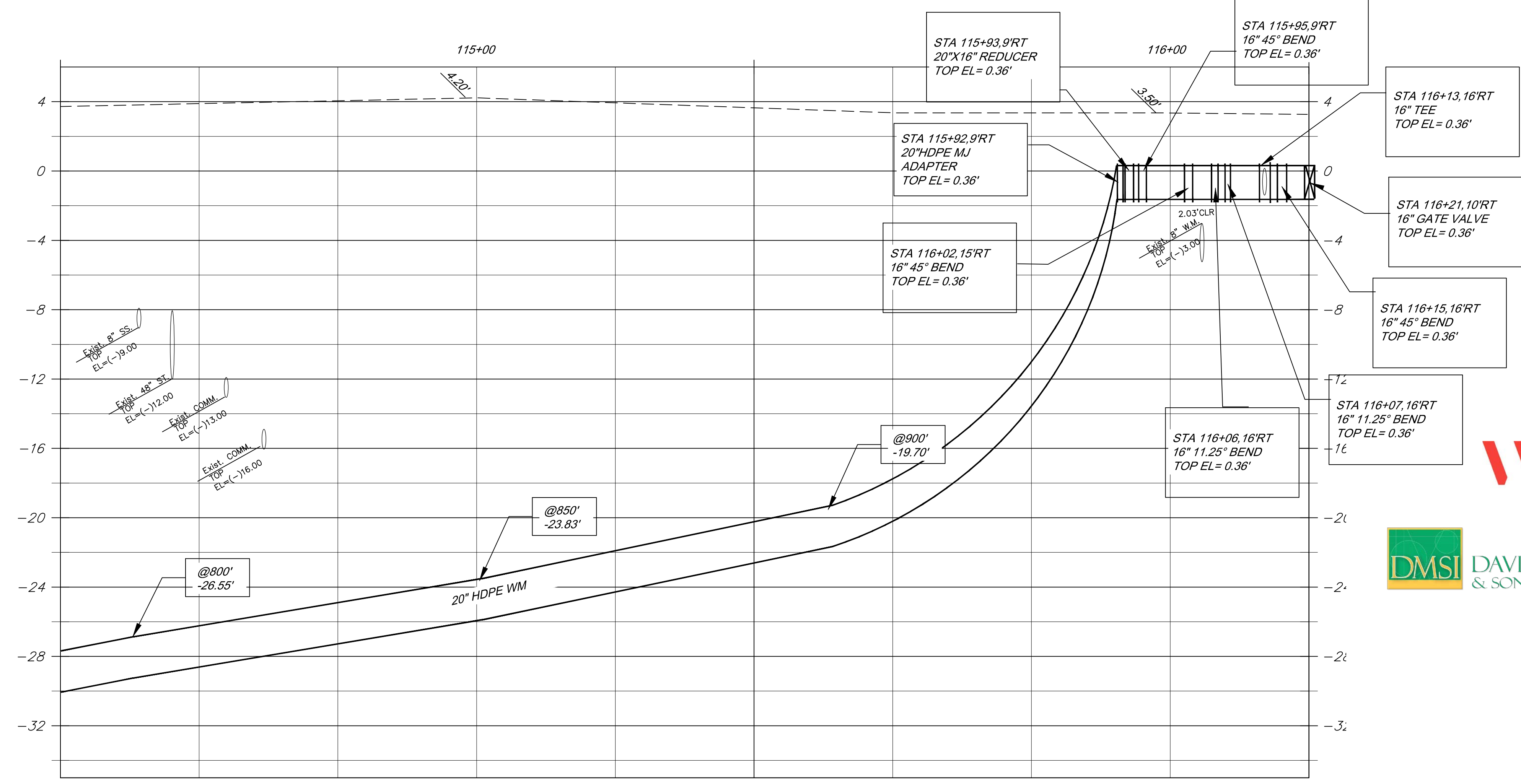
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PROJECT # P10814
NEW CENTRAL RIVER
LARGE WATER MAIN CROSSING
PLAN & PROFILE
SE 1ST AVENUE

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| SHEET NO. | OF |
| C-4 | XX |
| TOTAL: | XX |
| CAD FILE: | 10814-008-PLAN |
| DRAWING FILE NO. | 4-XXX-XX |



PLAN VIEW
SCALE: 1"=20'



FILIPPELLI SURVEYING INC. LB 7822
 RAFAEL FILIPPELLI P.L.S.#4901
 17831 ORANGE GROVE BLVD.
 LOXAHATCHEE FL, 33470
 CELL:(561)719-0025
 FAX:(888)668-9553 DATE: 10-6-21

AS-BUILT

| | | | | |
|--------------|-------|---------------|--------|------|
| ENGINEER: | #Name | REG. No. #NO. | DATE | DATE |
| DESIGNED BY: | JC | SCALE: | 1"=40' | |
| CHECKED BY: | JC | WR | | |
| FIELD BOOK: | | | | |

| | |
|--------------|-----------|
| DATE: | 4/24/2020 |
| DESIGNED BY: | JC |
| CHECKED BY: | JC |
| FIELD BOOK: | |

CITY OF FORT LAUDERDALE
 PUBLIC WORKS DEPARTMENT
 ENGINEERING & ARCHITECTURE
 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

| NO. | DATE | BY | CHKD | DESCRIPTION |
|-----|------|----|------|-------------|
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PROJECT # P10814
 NEW CENTRAL RIVER
 LARGE WATER MAIN CROSSING
 PLAN & PROFILE
 SE 1ST AVENUE

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| SHEET NO. | OF |
| C-5 | XX |
| TOTAL: | XX |
| CAD FILE: | 10814-008-PLAN |
| DRAWING FILE NO. | 4-XXX-XX |

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**PRICE PROPOSAL FORM
RFP #
DESIGN-BUILD SERVICES FOR
P10814 New River Water Watermain Extension- Phase 2**

DESIGN

- 1. Design Development & Permitting \$ _____
- 2. Subsurface Utility Investigation \$ _____
- 3. Construction Administration \$ _____
- SUB-TOTAL DESIGN COSTS \$ _____

CONSTRUCTION

GENERAL

- 4. Mobilization/Demobilization \$ _____
- 5. Maintenance of Traffic \$ _____
- 6. Restoration \$ _____

Watermain

- 7. 10-Inch PVC Watermain – Installation \$ _____
- 8. 16-Inch PVC Watermain – Installation \$ _____
- SUBTOTAL CONSTRUCTION COSTS \$ _____

ALLOWANCES

- 9. Owner Contingency \$ 50,000

_____ (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 (180) 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.

 Name: (Please Print)

 Proposer Signature Title: Date:

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

| Trench Safety Measure (Description) | Units of Measure (LF/SF) | Unit (Quantity) | Unit Cost | Extended Cost |
|-------------------------------------|--------------------------|----------------------|-------------------------|-------------------------|
| A. <input type="text"/> | <input type="text"/> | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| B. <input type="text"/> | <input type="text"/> | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| C. <input type="text"/> | <input type="text"/> | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| D. <input type="text"/> | <input type="text"/> | <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |

Total: \$

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE:

(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,
 affixed his/her signature in the space provided above on this
 day of , 20 .

NOTARY PUBLIC

My Commission Expires:

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

| |
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| |

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

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Date

Title

**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer 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, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response 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 hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, **Exhibit # 1**

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

Revised 4/28/2020

CONSTRUCTION BID CERTIFICATION

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

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

Company: (Legal Registration) [text box]

Address: [text box]

City: [text box] State: [text box] Zip: [text box]

Telephone No.: [text box] FAX No.: [text box] Email: [text box]

Check box if your firm qualifies for MBE / SBE / WBE: [checkbox]

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.

Grid for listing names and titles of officers/partners: 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:

Table with 6 columns: Addendum No., Date Issued, Addendum No., Date Issued, Addendum 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.

[Large empty text box for variances]

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.

Submitted by:

[text box] Name (printed)

[text box] Signature

[text box] Date

[text box] Title

Revised 4/28/2020

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 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 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.

GC-1

GENERAL CONDITIONS (continued)

“Notice” – shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgement 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.

“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 test, 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 of 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.

GC-2

GENERAL CONDITIONS (continued)

1. Requests 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, or 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 – Contract 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 the 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.

GC-3

GENERAL CONDITIONS (continued)

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 alterations 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.

GC-4

GENERAL CONDITIONS (continued)

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 with 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. Contract 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.

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GENERAL CONDITIONS (continued)

GC – 17 – CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION –

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

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

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

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

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

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

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

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

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

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

GC – 24 – SAFETY PRECAUTIONS – Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinance, 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.

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GENERAL CONDITIONS (continued)

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.

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GENERAL CONDITIONS (continued)

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 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 – As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject *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 2877.135, Florida Statutes (2021), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contact 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 (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Ira Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

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GENERAL CONDITIONS (continued)

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 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 purposing 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: prrcontract@fortlauderdale.gov
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GENERAL CONDITIONS (continued)

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 (2021), 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 from 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.

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rev. 12/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020



FINANCE DEPARTMENT PRE-BID MEETING SIGN-IN SHEET



DATE: 07/27/2022

TIME: 10:00

AM PM

OPENING DATE: 08/22/2022

PROCUREMENT CONTACT: Fausto Varga

RFP #: 12713-125

ITB TITLE: Design Build New River Water Watermain Extension- Phase 2

| NAME | COMPANY | PHONE | EMAIL |
|------------------|--------------------------------------|----------------|----------------------------------|
| Mike Sweeney | South Florida Underground Industries | 954-295-1683 | mikes@southfloridaindustries.com |
| Mark Tomczyk | Woolpert | 305-432-1391 | MARK.TOMCZYK@WOOLPERT.COM |
| Luis Silva | Aluces Corporation | 786-505-8665 | LSILVA@ALUCESCORP.COM |
| Mike Givernu | Amiec Engineering | 305-506-5009 | MikeG@AMIEC.COM |
| Felipe dela Cruz | EXP U.S. Services | 305-761-8561 | wis.delaCruz@exp.com |
| Jason Stuckert | Exp U.S. Services | 305-919-7161 | Jason.Stuckert@exp.com |
| REYNALDO ABREU | EXP U.S. SERVICES | 305-606-1683 | REYNALDO.ABREU@EXP.COM |
| Elizabeth Page | Comtech Engineering, Inc | 305 391 8283 | epage@comtecheng.com |
| Jose Colmenares | CITY OF FORT LAUDERDALE | | Jcolmenares@FORTLAUDERDALE.GOV |
| RAFAEL VEGA | RIC-MAN CONSTRUCTION FL | 939-209-0000 | RVEGA@RIC-MANFL.COM |
| Ram Vikhal | Lauzo Construction | (954) 979-0802 | estimating@lauzo.org |
| Werner Vaughan | Winnigham & Fradley, Inc. | (954) 771-7440 | wtr@winnfrad.com |
| Bealinda Pell | " " | " " | bmp@winnfrad.com |
| DRISHWA MADARAJ | DAVID MARCINI & SONS, INC | 954 977 3556 | bids@dmsi.co |
| Fausto Varga | COFC | 954 323 6167 | fvarga@fortHade.gov |

Form approved By: Jodi S. Hart, Chief Procurement Officer | Page: 1 of 1 | Rev: 3 | Revision Date: 01/2/2019 | Author: LP



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

RFP NO. 12713-125

Design Build New River Water Watermain Extension- Phase 2

ADDENDUM NO. 1

ISSUED: August 18, 2022

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

A) New Insurance Requirements Section 2.9 will be replaced for:

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the 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 the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the 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 the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the 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 the Contractor under this Agreement.

ADDENDUM #1

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, 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 the 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 \$1,000,000 each claim and \$2,000,000 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.

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 the Contractor does not own vehicles, the 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.

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.

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, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

ADDENDUM #1

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.

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.

The Contractor waives, and the Contractor shall ensure that the 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.

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

Insurance Certificate Requirements

- a. The 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. The 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 the 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 the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the 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 named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the 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

ADDENDUM #1

The 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 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 Contractor's expense.

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

The Contractor'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 exclusion or provision in any insurance policy maintained by the 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 shall be considered breach of contract. In addition, Contractor 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 Contractor's insurance policies.

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

It is the Contractor's responsibility to ensure that any and all of the 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 the Contractor.

All other terms, conditions, and specifications remain unchanged.

Fausto Vargas

Senior Procurement 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

RFP NO. 12713-125
Design Build New River Water Watermain Extension- Phase 2

ADDENDUM NO. 2

ISSUED: August 22, 2022

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

a) Opening Bid, Questions and Answers will be extended:

New Dates:

Questions and Answers: August 26, 2022

Opening Bid: August 31, 2022

All other terms, conditions, and specifications remain unchanged.

Fausto Vargas
Senior Procurement 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

RFP NO. 12713-125
Design Build New River Water Watermain Extension- Phase 2

ADDENDUM NO. 3

ISSUED: August 23, 2022

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

a) New Document added – Sample Agreement:

All other terms, conditions, and specifications remain unchanged.

Fausto Vargas

Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

AGREEMENT

Between

CITY OF FORT LAUDERDALE

And

for

DESIGN/BUILD SERVICES FOR

Design Build New River Watermain Extension-Phase 2

Project Number 10814

REQUEST FOR PROPOSAL NO. 12713-125

Sample Agreement

This Agreement made and entered into this _____ day of _____, 2022, between the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and _____, a Florida Corporation authorized to transact business in Florida, its successors and assigns, hereinafter referred to as "DESIGN/BUILD FIRM," or collectively the "Party" or "Parties."

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

ARTICLE 1- DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holidays - Those designated non-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, and who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the requirements of this Agreement.

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

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

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

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

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

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

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

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

ARTICLE 2 - GENERAL PROVISIONS

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

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

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

ARTICLE 3 - PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the CITY as Jose Colmenares, Project Manager, whose address is 100 North Andrews Avenue, Fort Lauderdale 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;

ARTICLE 5 - SCOPE OF WORK

DESIGN/BUILD FIRM agrees to complete the Project generally described as Design Build New River Water Watermain Extension- Phase 2 (RFP) NO. 12713-125, submitted by the DESIGN/BUILD FIRM, to provide design-build services for the Design Build New River Water Watermain Extension- Phase 2

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

The scope of work includes:

- Replacement of approximately 1,400 linear feet of 16-inch DIP nominal diameter water mains with a new 16-inch and 10-inch PVC C900 DR 18 water main using open cut installation method.
- Replacement of all existing service connections to comply with City Standards.
- Existing fire hydrants and assembly connected to the existing water main shall be replaced. DBF shall evaluate that the existing fire hydrant coverage is adequate, or not, and provide additional fire hydrants and assemblies as needed. Proposed fire hydrant locations shown on the conceptual drawings shall not be considered final locations, DBF firm shall field locate and finalize locations of hydrants for approval from the City.
- Connect the new 16-inch PVC DR 18 water main piping to the existing 16-inch HDPE watermain located on the north end of the project. The 10-inch PVC is to extend south for existing service connections. Connections to the existing system shall be performed using wet taps to avoid interruption of service.
- Roadway restoration (milling and paving) on SE 1st Ave. shall be full lane restoration, northbound and southbound lanes. Striping shall be per Broward County Standards and permitted accordingly.
- Included in the scope of work are design, permitting, construction, construction administration, FDEP 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, and all exhibits and attachments, shall form the terms and conditions of the Contract.

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

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

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

In addition, the Project Manager shall be copied on these requests for monitoring purposes.

- 5.3.9 The Construction Manager will observe testing, start-up activities, and commissioning of project scope as described in the DCP.
 - 5.4.10 The Construction Manager will secure all equipment brochures and warranties from the DESIGN/BUILD FIRM.
 - 5.4.11 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.
- 5.4 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide the following services:
- 5.4.1 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.
 - 5.4.2 Consultant shall design the Project so as to comply with Applicable Laws.
 - 5.4.3 Consultant shall prepare the Plans and Specifications, as well as obtain all required and necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.
 - 5.4.4 Consultant shall also submit the Plans and Specifications to the Owners Representative, with a copy to Project Manager, for his/her review and written approval. Owners Representative shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Owners Representative's approval of the Plans and Specifications shall not constitute acceptance of any design work which does not comply with Applicable Laws, information provided in the DCP, and/or with the terms of this Agreement. Except as provided herein, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Owners Representative shall constitute a representation by the Owners Representative that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM subcontractors and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.
 - 5.4.5 Consultant shall prepare construction change directives, if necessary, at no additional cost to the CITY, and authorize minor changes in the Work, as provided in the Contract Documents.
 - 5.4.6 Consultant shall receive and review for compliance with the Contract Documents, all written warranties and related documents required hereby to be assembled upon substantial completion and issue applications for payment performed in compliance with the requirements of the Contract Documents.

- 5.5 The approved and permitted Plans and Specifications shall constitute a representation by Consultant to CITY that the Project, if construed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of DESIGN/BUILD FIRM, sub-contractors, and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.
- 5.6 Project Manager will provide the following services:
 - 5.6.1 The Project Manager shall review applications for payment and coordinate the processing thereof with the CITY.
 - 5.6.2 The Project Manager shall monitor the schedule(s).
 - 5.6.3 The Project Manager shall track, log and review all required Project related documents and subsequently address any and all concerns with DESIGN/BUILD FIRM.
 - 5.6.4 The Project Manager shall review and observe the Work and testing thereof for conformance and compliance with the requirements of the Contract Documents.
 - 5.6.5 The Project Manager shall attend all required meetings and maintain and distribute meeting minutes.
 - 5.6.6 At all times, the Project Manager will act as liaison between the Parties to this Agreement and the CITY's Project Manager.

ARTICLE 6 - CONTRACT TIME AND COMPLETION DATE

- 6.1 Time is of the essence for the DESIGN/BUILD FIRM's performance of the Work pursuant to this Agreement. The DESIGN/BUILD FIRM agrees to complete the Work in accordance with the approved and accepted Project Schedule and to achieve substantial completion of the Work, in accordance with this Agreement, and within the Contract Time. The DESIGN/BUILD FIRM acknowledges that failure to achieve substantial completion will result in substantial damages to the CITY, such as loss of beneficial use and/or occupancy of the Project.
- 6.2 DESIGN/BUILD FIRM shall be instructed to execute the Agreement immediately. DESIGN/BUILD FIRM shall immediately commence scheduling activities, permit applications and other preconstruction Work after the Notice to Proceed.
- 6.3 The DESIGN/BUILD FIRM shall complete the Construction Documents Phase.
- 6.4 The DESIGN/BUILD FIRM shall meet the following construction duration:

| MILESTONE | CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE) |
|--------------------------------|--|
| Assumed Notice to Proceed Date | TBD |

| | |
|-----------------------------------|-----|
| Substantial Completion of PROJECT | 274 |
| Final Completion of PROJECT | 304 |

ARTICLE 7 - LIQUIDATED DAMAGES

- 7.1 Failure of the DESIGN/BUILD FIRM to substantially complete the Project in accordance with Section 6.4 above, or meet any of the milestones as indicated in Section 6.4 above, DESIGN/BUILD FIRM shall pay to the CITY the sum of One Thousand Dollars (**\$1000.00**) for each calendar day that the completion of the Work is delayed beyond the time after the time specified in Article 6 Section 6.4 above (plus any approved time extensions at the sole discretion of the CITY) that DESIGN/BUILD FIRM fails to meet time specified in Section 6.4 above.
- 7.2 The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DESIGN/BUILD FIRM.
- 7.3 DESIGN/BUILD FIRM and CITY HEREBY MUTUALLY AGREE AND ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES AMOUNT SET FORTH HEREIN are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Contract on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.
- 7.4 The CITY shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the DESIGN/BUILD FIRM the amount of liquidated damages, and if the amount retained by the CITY is insufficient to pay in full such liquidated damages, the DESIGN/BUILD FIRM shall pay all liquidated damages in full. The DESIGN/BUILD FIRM shall be responsible for reimbursing the CITY, in addition to liquidated damages or other damages for delay, for all costs of engineering fees and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the DESIGN/BUILD FIRM whichever is later.
- 7.5 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Agreement or as much thereof as CITY may, in its sole discretion, deem just and reasonable.

ARTICLE 8 - CHANGE OF THE CONTRACT TIME

- 8.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

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

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

- 9.1 The Contract Price is the Not To Exceed Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and the CITY under this Agreement, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by Change Order.
- 9.2 The Contract Price for the Project, which is also the Not to Exceed Guaranteed Maximum Price is **\$3,615,000.00**. This includes bonds, allowances and material change. 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, but not more frequently than once a month. The Contract Administrator shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule, as indicated in the Project Schedule, DESIGN/BUILD FIRM shall include a written plan demonstrating how the Final Completion date shall be maintained.

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

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

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

9.4.2.2 Payments are scheduled to be made by CITY to DESIGN/BUILD FIRM using a credit card /CITY Procurement Card (P-Card).

9.4.2.3 Payment may be made to CONTRACTOR at:

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

9.4.4 DESIGN/BUILD FIRM shall remain liable for subcontractors' work and for any unpaid laborers, material suppliers of subcontractors in the event it is after discovered

that said work is deficient or that any subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.

- 9.4.5 Undisputed amounts remaining unpaid thirty (30) calendar days after CITY's request of DESIGN/BUILD FIRM's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74(4), Florida Statutes. This Section shall not apply if the CITY has a right to withhold any portion of the payment under this Agreement.
- 9.4.6 Pursuant to Florida Statutes, Section 255.078, five percent (5%) of all monies earned by DESIGN/BUILD FIRM shall be retained by the CITY until the Project has obtained Final Completion and been accepted by the CITY. The CITY may incrementally reduce the rate of retainage pursuant to a schedule provided for in the agreement, or from releasing at any point or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the Consultant or by one or more subconsultant or suppliers, if applicable and determined to be in the City's best interest. If the City makes any payment of retainage to Consultant which is attributable to the labor, services, or materials supplied by one or more subconsultant or suppliers, the Consultant must timely remit payment of such retainage to those subconsultants and suppliers.
- 9.5 If, after the Project has been substantially completed, full completion thereof is delayed through no fault of DESIGN/BUILD FIRM, or by issuance of Change Orders affecting final completion, and the Project Manager so certifies. CITY shall, upon certification of the Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.6 Upon receipt of written notice from DESIGN/BUILD FIRM that the Project is ready for final inspection and acceptance, the Project Manager shall, within seven (7) calendar days, make an inspection thereof. If the Project Manager finds the Project acceptable under the Contract Documents and the Project fully performed, a Final Certificate of Payment shall be issued by the Contract Administrator over his/her own signature, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.
- 9.7 Before issuance of the Final Certificate for Payment, DESIGN/BUILD FIRM shall deliver to the Project Manager a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit certifying that all suppliers, consultant, subcontractors, and subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-builts, warranties, guarantees, operational manuals, and instructions in operation must be delivered to CITY at this time. The warranties provided after the initial warranty period of year one will be covered under the warranty bond attached as an Exhibit to this Agreement. DESIGN/BUILD FIRM shall submit a completed as-built drawings package signed and sealed by a land surveyor registered in the State of Florida and as approved by the CITY's Public Works Department, and proof that all permits have been closed, which shall be delivered prior to requesting final payment.
- 9.8 CITY may withhold final payment or any progress payment to such extent as may be

necessary on account of:

- A. Defective Work not remedied;
 - B. Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM;
 - C. Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, subcontractors or subconsultants, or for material or labor;
 - D. Damage to another subcontractor, subconsultant, supplier, material, person (as provided for in Florida Statute Chapter 713), party or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, servants, employees, contractor, consultant, subconsultants, subcontractors, sub-subcontractors, sub-subconsultants, material person and suppliers;
 - E. Liquidated damages pursuant to Article 7 herein;
 - F. As-built drawings not being in a current and acceptable state.
- 9.9 When the above grounds in 9.4.7 are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.
- 9.10 If the Project Manager, in his/her reasonable judgment, determines that the portion of the Not To Exceed Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN/BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Not To Exceed Price then remaining unpaid is determined by the Project Manager to be sufficient to so complete the Work.
- 9.11 The making and acceptance of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.
- 9.12 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. Any warranties that are extended to the CITY beyond the standard warranty are to be in writing with the servicing firm information attached as an Exhibit. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. The DESIGN/BUILD FIRM's warranty excludes damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient

maintenance, improper operation, or normal wear and tear under normal usage.

ARTICLE 10 - ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

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

ARTICLE 11 - DESIGN/BUILD FIRM'S RESPONSIBILITIES

- 11.1 The Parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the Project according to the DCP.
- 11.2 The DESIGN/BUILD FIRM will be responsible for security, with full cooperation of the CITY all permits for the Project, including without limitation, South Florida Water Management District, Broward County, Army Corps of Engineers and Florida Department of Environmental Protection. Except as provided in the preceding sentences, the DESIGN/BUILD FIRM shall be fully responsible for any and all other permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses require by federal, state or local laws, rules, and regulations necessary for the prosecution of the Project by DESIGN/BUILD FIRM pursuant to this Agreement shall be secured by the DESIGN/BUILD FIRM and paid for by the CITY. It is the DESIGN/BUILD FIRM's responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed, and for all persons working on the Project for whom a certificate of competency is required.
- 11.3 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees, including, but not limited to, the contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, materials persons (pursuant to Chapter 713, Florida Statutes), and any and all other persons working for it in conjunction with the design and construction of the Project.
- 11.4 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its contractor, consultant, subcontractors, sub-consultants, sub-subcontractors, sub-sub-consultants, materials persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for contractor, consultant, subcontractors or sub-consultant; and any and all persons for whose acts any of the aforesaid may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and consultant, or CITY and any subcontractor, sub-consultant, sub-subcontractor, sub-sub-consultant, or any

other person working either for DESIGN/BUILD FIRM or for any of the afore-stated parties in conjunction with the design and construction of the Project, including, without limitation, any obligation on the part of the CITY to pay or to see the payment of any monies due to any of the afore-stated parties pursuant to this Section.

- 11.5 DESIGN/BUILD FIRM agrees to bind its consultant, subcontractors, and sub-consultants to the applicable terms and conditions of this Agreement for the benefit of the CITY.
- 11.6 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, materials, construction and other labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 11.7 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order among its employees, consultants, subcontractors and sub-consultants at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the work and/or services assigned to him or her.
- 11.8 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project, including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the same to the Project Manager in writing. DESIGN/BUILD FIRM shall cause all its employees, agents, consultant, subcontractors, subconsultants, sub-subconsultants and sub-subcontractors to observe and comply with all Applicable Laws.
- 11.9 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 11.10 If DESIGN/BUILD FIRM has knowledge that the Contract Documents do not comply with Applicable Laws, in any respect, the DESIGN/BUILD FIRM shall promptly notify the Project Manager, in writing, and any necessary changes shall be adjusted by appropriate revisions. If the DESIGN/BUILD FIRM performs any Work not in accordance with Applicable Laws, and without such notice to the Project Manager, the DESIGN/BUILD FIRM shall assume full responsibility therefore and shall bear all costs attributable thereto. DESIGN/BUILD FIRM warrants to CITY that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Not To Exceed Price and the Contract Time. DESIGN/BUILD FIRM warrants to CITY that the DCP is consistent, practical, feasible and constructible. DESIGN/BUILD FIRM further warrants to CITY that the Work described in the DCP is constructible for the Not To Exceed Price and the Contract Time.

THE CITY DISCLAIMS ANY WARRANTY THAT THE DCP FOR THE PROJECT

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

The cost to the DESIGN/BUILD FIRM to reimburse the CITY for overtime inspections is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the DESIGN-BUILD FIRM at the actual rate accrued.

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

Overtime: 5:01 pm to 7:59 am

Inspection Overtime Cost: \$100/hr.

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

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

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

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

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

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

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

- 11.18 In the event of an emergency affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, DESIGN/BUILD FIRM, without special instruction or authorization from the CITY is obligated to act to prevent threatened damage, injury or loss. DESIGN/BUILD FIRM shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 11.19 Upon issuance of a hurricane watch by the National Weather Service, DESIGN/BUILD FIRM shall submit to the CITY a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the DESIGN/BUILD FIRM will secure the premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the CITY before, during and immediately after the storm.

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

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

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

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

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

ARTICLE 12 - CITY'S RESPONSIBILITIES

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

ARTICLE 13 - SUPERINTENDENCE AND SUPERVISION

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

DESIGN/BUILD FIRM's sole obligation and duty to immediately inform the Project Manager, in writing, and the Project Manager will promptly verify same. Any Work done prior to or after such discovery will be done at DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, DESIGN/BUILD FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BE CORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN/BUILD FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**

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

ARTICLE 14 - RESOLUTION OF DISPUTES

- 14.1 Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of CITY Project Manager and DESIGN/BUILD FIRM Project Manager shall be submitted to the City Manager or his designee and DESIGN/BUILD FIRM's representative for resolution. When either Party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that Party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the next level of the Parties' respective management levels for resolution. Each Party may determine in such Party's reasonable discretion as to who the "next level of management" is for purposes of resolving disputes.
- 14.2 All non-technical administrative disputes (such as billing and payment) shall be determined by the Project Manager.
- 14.3 During the pendency of any dispute and after a determination thereof, DESIGN/BUILD FIRM, and CITY shall act in good faith to mitigate any potential damages including using construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, DESIGN/BUILD FIRM shall proceed diligently with performance of this Agreement and CITY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.
- 14.4 In the event a resolution of a dispute under this section cannot be resolved, the issue shall be submitted by the DESIGN/BUILD FIRM to the City Manager or designee, in writing within ten (10) days of the impasse. The notice must state the basis of the dispute and the DESIGN/BUILD FIRM's proposed resolution. The notice given by the DESIGN/BUILD FIRM must include a written notarized certification that any NTE adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the City Manager or designee. The City Manager's decision shall be final and

binding on the Parties subject to mediation and judicial review.

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

ARTICLE 15 - CITY'S RIGHT TO TERMINATE AGREEMENT

- 15.1 If DESIGN/BUILD FIRM fails to begin the design and construction of the Project within the time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the Contract Documents and schedules, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the CITY shall give notice, in writing, to DESIGN/BUILD FIRM and its surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may, upon written notice from the Project Manager of the fact of such delay, neglect or default and DESIGN/BUILD FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM, exclude DESIGN/BUILD FIRM from the Project site, and take the prosecution of the Project out of the hands of DESIGN/BUILD FIRM, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the CITY's reasonable discretion. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an Agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DESIGN/BUILD FIRM. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by CITY shall be less than the sum which would have been payable under this Agreement, if it had been completed by said DESIGN/BUILD FIRM, then DESIGN/BUILD FIRM shall be entitled to receive the difference. If such damages and costs exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.
- 15.2 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause, as set forth in Section 15.3 below.
- 15.3 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon

ten (10) business days from the date of DESIGN/BUILD FIRM's receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all Work and reimbursables executed, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOSS PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

- 15.4 Upon receipt of Notice of Termination pursuant to Sections 15.1 and 15.2 above, DESIGN/BUILD FIRM shall, at its sole cost and expense (other than demobilization as a result of the Notice of Termination pursuant to Section 15.3 which shall be paid for by the CITY) and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents, whether completed or in process. Compensation shall be withheld until all documents are produced to CITY pursuant to this Article.

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

- 16.1 If the Project should be stopped under any order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD FIRM or of anyone employed by DESIGN/BUILD FIRM, or if the Project Manager should fail to review and approve or state in writing reasons for non-approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM within thirty (30) calendar days after submittal of a proper requisition for payment, as approved by the Project Manager, then DESIGN/BUILD FIRM may give written notice to CITY, of such delay, neglect or default, specifying same. If CITY, within a period of ten (10) business days after such written notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expenses sustained, but excluding any claim for payments for loss profits, indirect, special, consequential or other damages.

ARTICLE 17 - NOTICES

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

| | |
|---|--|
| <p>FOR THE CITY: CITY Manager CITY of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301</p> <p>with copies to: Project Manager and City Attorney City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301</p> | <p>FOR THE DESIGN/BUILD FIRM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</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:

Performance Bond and Payment Bond (Surety)

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

18.3 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the 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 the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the 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 the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the 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 the

Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, 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 the 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 \$1,000,000 each claim and \$2,000,000 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.

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 the Contractor does not own vehicles, the 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.

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.

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, the Contractor shall procure and maintain any or all of the following coverage, 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.

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.

The Contractor waives, and the Contractor shall ensure that the 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.

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

Insurance Certificate Requirements

- a. The 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. The 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 the 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 the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the 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 named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the 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

The 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 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 Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as

set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor'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 exclusion or provision in any insurance policy maintained by the 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 shall be considered breach of contract. In addition, Contractor 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 Contractor's insurance policies.

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

It is the Contractor's responsibility to ensure that any and all of the 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 the Contractor.

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.

The Certificate Holder must read as follows:

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

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

DESIGN/BUILD FIRM's expense.

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

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

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

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

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

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

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

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

conditions of the Agreement.

ARTICLE 19 - SUBSTANTIAL COMPLETION

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

ARTICLE 20 - FINAL COMPLETION

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

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

Certificate of Final Completion shall be submitted to CITY through the Project Manager and DESIGN/BUILD FIRM for its written acceptance of the responsibilities assigned to it in such certificate.

ARTICLE 21 - SHOP DRAWINGS AND SCHEDULE OF VALUES

- 21.1 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 21.2 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show DESIGN/BUILD FIRM's approval thereon.
- 21.3 If the Shop Drawings show or indicate departures from the Contract requirements, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents. Project Manager shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.
- 21.4 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DESIGN/BUILD FIRM's responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them, and then make one (1) submittal to the Project Manager, along with DESIGN/BUILD FIRM's comments as to compliance, noncompliance, or features requiring special attention.
- 21.5 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.
- 21.6 DESIGN/BUILD FIRM shall submit to Project Manager five (5) copies. Re-submissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.
- 21.7 Project Manager's acceptance of the Shop Drawings, as approved by DESIGN/BUILD FIRM, will be for general compliance with the Plans and Specifications, and shall not relieve DESIGN/BUILD FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the materials or Work required by the Agreement and not indicated on the Drawings.
- 21.8 DESIGN/BUILD FIRM shall keep one (1) set of Shop Drawings, marked with the Project Manager's acceptance, as the Project site at all times.
- 21.9 The DESIGN/BUILD FIRM shall submit a Schedule of Values to the Project Manager as specified in the Technical Specifications. DESIGN/BUILD FIRM shall submit to the Project Manager a separate Schedule of Values for demolition, abatement, and site work ten (10) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8 1/2" x 11" white paper listing: title of Project, location, Project number, Consultant, Contractor,

Contract designation and date of submission. The schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DESIGN/BUILD FIRM shall list the sub-values of major products or operations under the item. Each item shall include the proportion of DESIGN/BUILD FIRM's overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

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

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

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

ARTICLE 22 - FIELD ENGINEERING

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

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

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

ARTICLE 23 - FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

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

ARTICLE 24 - NO DAMAGES FOR DELAY

- 24.1 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF

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

ARTICLE 25- LIMITATION OF LIABILITY

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

ARTICLE 26 - GOVERNING LAW

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

ARTICLE 27 - MISCELLANEOUS PROVISIONS

- 27.1 **OWNERSHIP OF DOCUMENTS:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by DESIGN/BUILD FIRM in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, shall

become the property of CITY and shall be delivered by DESIGN/BUILD FIRM to Project Manager within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. If applicable, CITY may withhold payments then due to DESIGN/BUILD FIRM until DESIGN/BUILD FIRM complies with the provisions of this section.

- 27.2 **AUDIT RIGHT AND RETENTION OF RECORDS:** CITY shall have the right to audit the books, records, and accounts of DESIGN/BUILD FIRM that are related to this Project. DESIGN/BUILD TEAM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. DESIGN/BUILD FIRM shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DESIGN/BUILD FIRM's records, DESIGN/BUILD FIRM shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DESIGN-BUILD FIRM. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.
- 27.3 **ARCHITECT/ENGINEER:** DESIGN/BUILD FIRM shall use the architect/engineer, including subconsultants, identified in the proposal that were a material part of the selection of the DESIGN/BUILD TEAM to provide the services for this Project. DESIGN/BUILD FIRM shall obtain written approval of CITY's Public Works Director prior to changing or modifying the list of subconsultants submitted by the DESIGN/BUILD FIRM. SEE APPENDICES attached hereto and made a part hereof.
- 27.4 **ASSIGNMENT AND PERFORMANCE:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party.
- 27.5 **ONE ORIGINAL AGREEMENT:** This Agreement will be executed in one original.
- 27.6 **ALL PRIOR AGREEMENTS SUPERSEDED:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 27.7 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and of equal dignity herewith.
- 27.8 **INDEPENDENT CONTRACTOR:** DESIGN/BUILD FIRM is an independent contractor under this Agreement. Services provided by DESIGN/BUILD FIRM shall be subject to the

supervision of DESIGN/BUILD FIRM. In providing the services, DESIGN/BUILD FIRM or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DESIGN/BUILD FIRM or its agents any authority of any kind to bind CITY in any respect whatsoever.

- 27.9 **THIRD PARTY BENEFICIARIES:** Neither DESIGN/BUILD FIRM or CITY intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 27.10 **WAIVER OF BREACH AND MATERIALITY:** Failure by the CITY or DESIGN/BUILD FIRM to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.
- 27.11 **MATERIAL TERM:** CITY and DESIGN/BUILD FIRM agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof.
- 27.12 **COMPLIANCE WITH LAWS:** DESIGN/BUILD FIRM shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- 27.13 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:** DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles 1 and 11 of the Act, and all applicable regulations, guidelines and standards.

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

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

DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual

orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

- 27.14 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Sec. 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with the CITY and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section shall result in cancellation of the CITY purchase and may result in debarment
- 27.15 **SEVERENCE:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 27.16 **JOINT PREPARATION:** Preparation of this Agreement has been a joint effort of the CITY and DESIGN/BUILD FIRM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
- 27.17 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 shall prevail and be given effect.
- In the event of a conflict among the Contract Documents, the most stringent requirement shall control.
- 27.18 **TAXES:** DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes as required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements. All such taxes that are required as of the time of Agreement execution shall be included in the Not To Exceed Guaranteed Maximum Price.
- 27.19 **SCRUTINIZED COMPANIES:** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary*,

Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the DESIGN/BUILD FIRM 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The CITY may terminate this Agreement at the CITY’s option if the DESIGN/BUILD FIRM is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

27.20 PUBLIC RECORDS:

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

DESIGN/BUILD FIRM shall:

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 (2020), as may be amended or revised, or as otherwise provided by law.
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.
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.

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.

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Sample Agreement

Design Build New River Water Watermain Extension- Phase 2
Project No. 10814

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: _____

CHRISTOPHER J. LAGERBLOOM
City Manager

Date: _____

ATTEST:

(CORPORATE SEAL)

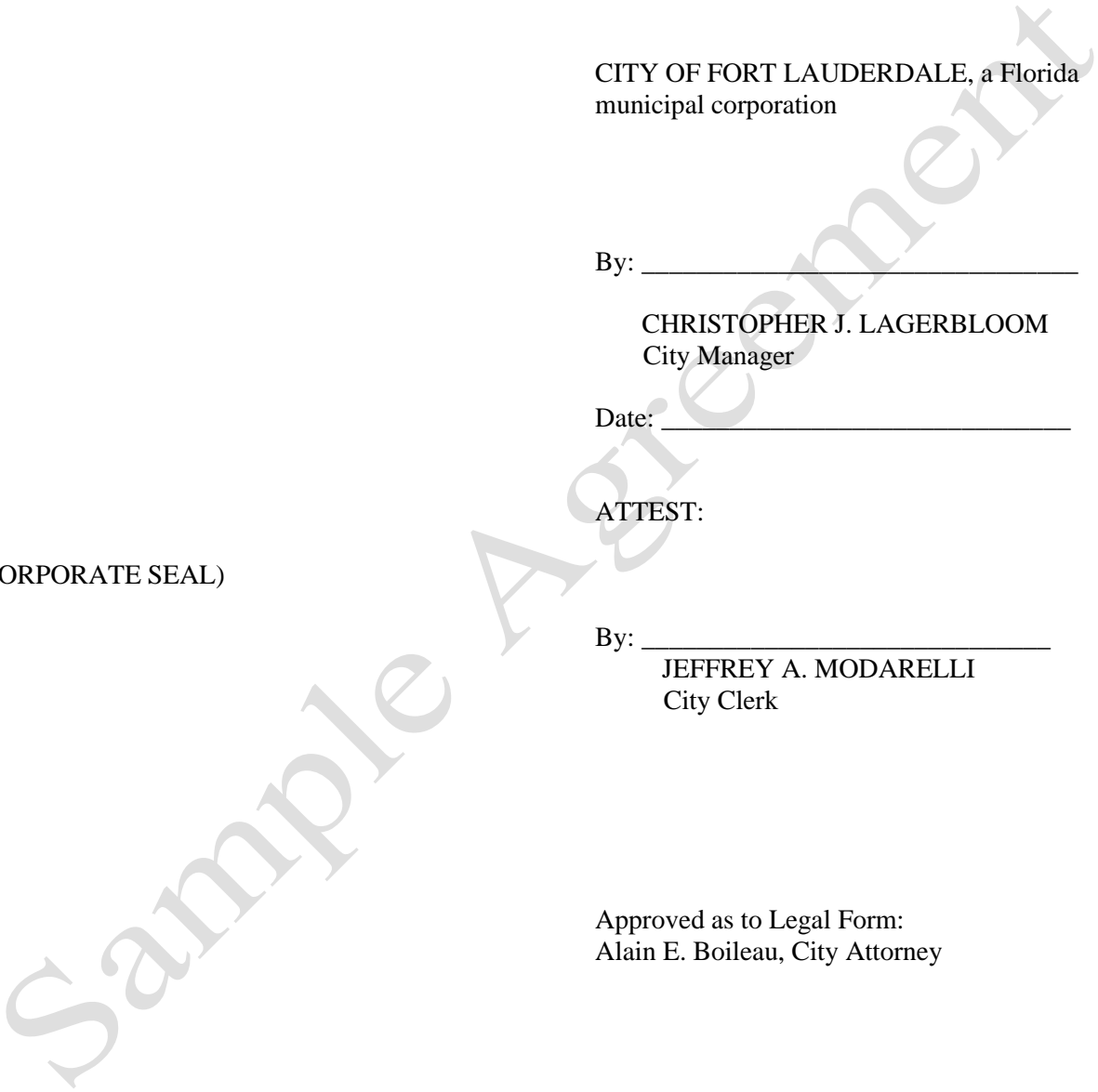
By: _____

JEFFREY A. MODARELLI
City Clerk

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

By: _____

RHONDA MONTROYA HASAN
Assistant City Attorney



Design Build New River Water Watermain Extension- Phase 2
Project No. 10814

CONTRACTOR

WITNESSES:

_____,
a Florida Corporation.

By: _____
_____, President

Print Name

Print Name

ATTEST:

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as President of _____, 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: _____

Question and Answers for Bid #12713-125 - Design Build New River Water Watermain Extension- Phase 2

Overall Bid Questions

Question 1

1. Do you have an engineer's estimate or budget for this project?
2. Do you have a start date or notice to proceed date decided?
3. Do you have a planholder's list available? (Submitted: Jul 19, 2022 11:36:05 AM EDT)

Answer

- 1. The estimated budget for this project is \$1,500,000.00
- 2. As soon as possible after contract award. (Answered: Jul 21, 2022 10:07:25 AM EDT)

Question 2

- 1) Can you please provide as-builts for the WM capping on the south side of the river, was the previous repair was at 10 to 12 ft deep??
- 2) There are Three(3) connections in conflict with the only access for Hyatt parking garage. Will the City coordinate this work and associated parking relocations/ fees?
- 3) Will the contractor be allowed to close Las Olas Blvd. and what are the working hours for this intersection?
- 4) There are many large water service, fire line and main connections. Will the city be providing a take off of size and number of connections?
- 5) The 12 Inch connection is in the middle of Broward Blvd., Will night work and/or police officers be required?
- 6) Can the department confirm a 100% kill for the WM capping or Line stops be required?
- 7) Will parking Fees be included in the bid allowance?
- 8) Will the old water main be Grouted?
- 9) Will we be required to repaint the intersection of Las Olas and 1st. Does the City have the design for the painting or will we have to as-built existing conditions to replace?
- 10) Please note the deteriorating brick crosswalk on SE 1st Ave and SE 2nd Street. What should the contractor do for final restoration?
- 11) It is also apparent the roadway and sections of curb and gutter are failing, Should the Design Builders include cost to design/reconstruct/rebuild the roadway to solve?
- 12) Will Police cost be reimbursable allowance?
- 13) Will the City allow dewatering into the Storm and/or Sanitary Sewer located along the route?
- 14) Will the Contractor need to reopen both lanes of travel at the end of each work day?
- 15) Will the Contractor be allow to close both lanes of travel during working hours?
- 16) Will the Design Builder be required to replace existing meter boxes and existing valve vaults?
- 17) Does the city know if a tapping connection can be achieved for the Broward Blvd. tie-in or will a tee cut-in be required? (Submitted: Jul 28, 2022 4:15:06 PM EDT)

Answer

- 1) The old existing 16" WM is still active. The valve on the south side of the river is inoperable which is why the old existing 16" WM cannot be isolated and abandoned. DBF is excavate this valve, remove, and cut and cap the old existing 16" WM for proper abandonment procedures. Assume depth is 15'-20'.
- 2) DBF is responsible to coordination access with Hyatt and any other building and/or facilities that may be in conflict with the work to ensure access is always maintained.
- 3) DBF is to coordinate all MOT and acceptable working hours from TAM, as well as obtain all required MOT permits from TAM.

- 4) DBF is responsible for locating and verifying all existing utilities and conflicts.
- 5) DBF is to comply with all required permits from the authorities having jurisdiction necessary to perform the work.
- 6) DBF is to coordinate all shutdowns with the City's Project Manager and Operations Staff.
- 7) DBF is to include all parking fees in their proposal.
- 8) DBF to determine proper abandonment procedures for the existing 16" WM, due to the diameter of the pipe it is recommended that grouting is appropriate.
- 9) No, DBF is responsible for asphalt restoration, re-painting is not part of the DCP.
- 10) DBF is to restore all areas disturbed by the work.
- 11) DBF is to restore all areas disturbed by the work.
- 12) DBF is to coordinate all permit requirement with the respective agencies and include all associated costs in their proposal.
- 13) DBF is required to obtain all dewatering permits from SFWMD and/or Broward County.
- 14) DBF is required to obtain all dewatering permits from SFWMD and/or Broward County.
- 15) DBF is to coordinate all MOT requirement with TAM and obtain required MOT permits.
- 16) The intent of the DCP is to connect to existing meters. DBF to determine if existing valve vaults need to be replaced as part of their design.
- 17) DBF to determine, in compliance with required FDOT permit. **(Answered: Aug 1, 2022 9:25:11 AM EDT)**

Question 3

- 1) Due to the limited info provided on existing utilities and with knowledge more utilities have been installed for massive developments since the as-builts dated is from 1982, will the contractor be allowed/required to pre-trench the alignment to ensure no conflicts?
- 2) Will the contractor be required to obtain an FDOT utility permit for the connection on Broward Blvd.? **(Submitted: Jul 28, 2022 4:20:06 PM EDT)**

Answer

- 1) DBF is responsible for locating and verifying all existing utilities as part of their design.
- 2) DBF is required to obtain all required permits from the authorities having jurisdiction necessary to perform the work.. **(Answered: Aug 1, 2022 9:27:24 AM EDT)**

Question 4

Are there any Domestic material requirements or (A.I.S. Requirements) for this project? **(Submitted: Aug 3, 2022 7:13:30 AM EDT)**

Answer

- No. I will not applied. **(Answered: Aug 8, 2022 9:49:18 AM EDT)**

Question 5

For the insurance requirements will the following be required:

1. Jones Act coverage
2. Professional and Builders Risk coverage (Submitted: Aug 10, 2022 2:45:51 PM EDT)

Answer

- Both are not required. (Answered: Aug 18, 2022 11:02:19 AM EDT)

Question 6

We are requesting for CADD files for the Topographic Survey performed as a part of the DCP for this project.

(Submitted: Aug 12, 2022 11:27:46 AM EDT)

Answer

- We will provide the full set of CADD files to the awarded DBF. (Answered: Aug 16, 2022 4:04:32 PM EDT)

Question 7

We are requesting for Soil Boring Reports to study the Underground conditions in the vicinity of project work zone. (Submitted: Aug 12, 2022 11:28:31 AM EDT)

Answer

- Soil borings are the responsibility of the DBF. (Answered: Aug 16, 2022 4:04:32 PM EDT)

Question 8

1) In section 4.2.2.1 Minimum Qualifications, the RFP states that the contractor shall have at least two collaborative delivery projects and shall have experience constructing new pump stations.

- a. Is the design-build experience required for the Contractor only or for the Contractor and Design Engineer as a team on past projects?
- b. The pump station experience does not appear to be necessary for this project. Should this be water main construction experience? (Submitted: Aug 15, 2022 6:41:04 AM EDT)

Answer

- a.RFP should state experience with new water mains not pump stations. Contractor and Design Engineer shall have two collaborative projects each.
- b.Yes (Answered: Aug 16, 2022 4:04:32 PM EDT)

Question 9

2) In section 4.2.2.1 Minimum Qualifications, the RFP states that the Professional Engineer must have designed and placed into service at least three water main projects over 12" in diameter. Is the individual working for a specific company required to have been EOR or can the PE have been involved in previous projects but not have been the EOR? (Submitted: Aug 15, 2022 6:41:39 AM EDT)

Answer

- PE is acceptable. (Answered: Aug 16, 2022 4:04:32 PM EDT)

Question 10

RFP Section 2.1, defines "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..."

However, in Section 4.2.2. it states, "The Proposer shall be licensed as a General Contractor in the State of Florida at the time of submittal of its RFP shall maintain licensure for the duration of the Design-Build Contract."

Please confirm that registered building contractors are qualified to bid per the Florida Statute. (Submitted: Aug 15, 2022 6:47:33 AM EDT)

Answer

- For this project The Proposer shall be licensed as a General Contractor in the State of Florida at the time of submittal of its RFP shall maintain licensure for the duration of the Design-Build Contract. (Answered: Aug 16, 2022 4:41:16 PM EDT)

Question 11

Please confirm that the Proposer can meet the minimum qualification requirements by utilizing the experience of its key personnel. (Submitted: Aug 15, 2022 6:51:33 AM EDT)

Answer

- Yes, proposer can meet the minimum requirements by utilizing the experience of their key personal. (Answered: Aug 18, 2022 11:02:53 AM EDT)

Question 12

Please provide the quantity of water and fire services that will need to be replaced. Please provide a size for each. (Submitted: Aug 15, 2022 10:16:20 AM EDT)

Answer

- DBF is responsible for locating and verifying all existing utilities and conflicts. (Answered: Aug 16, 2022 4:04:32 PM EDT)

Question 13

-Please advise the exact connection point to the existing services and fire lines. Are we to connect up to the existing meters or are we to connect before the meters?

-The existing road is in bad shape. What are the limits of restoration? Trench only ? or are we to include the full reconstruction of the entire roadway? (Submitted: Aug 15, 2022 4:43:58 PM EDT)

Answer

- DBF is responsible for determining connection points. Connect to the existing meters. DCP requires full road restoration. (Answered: Aug 16, 2022 4:04:32 PM EDT)