CITY OF FORT LAUDERDALE CONTRACT

ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE (12504-613) DESCRIPTION

The Stout Group, LLC CONTRACTOR

Unit Price Contract
AMOUNT

June 1, 2021
COMMISSION APPROVAL DATE

CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this <u>1st</u> day of <u>June</u>, <u>2021</u>, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and <u>The Stout</u> <u>Group, LLC</u>, a Florida Limited Liability Company (Contractor), (Party or collectively Parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. <u>12504-613</u>, Project No. <u>12220</u>, which was opened on <u>April 27</u>, <u>2021</u>; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

- 1.10 <u>Contract Price</u> The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 <u>Contract Time</u> The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 <u>Contractor</u> The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 <u>Day</u> A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 <u>Defective</u> When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 <u>Effective Date of the Agreement</u> The effective date of the Agreement shall be the date the Contract is executed by the Parties. The Contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a written notice to proceed (NTP) to the Contractor.
- 1.16 <u>Final Completion Date</u> The date the Task Order Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 <u>Hazardous Materials (HAZMAT)</u> Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 <u>Hazardous Substance</u> As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 <u>Hazardous Waste</u> Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 <u>Holidays</u> Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 <u>Inspection</u> The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 <u>Notice of Award</u> The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.

- 1.23 Notice to Proceed A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run. Contractor will immediately commence work upon receipt of the Notice to Proceed. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 <u>Plans</u> The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in the Contract Documents and/or Task Orders.
- 1.25 <u>Premises (otherwise known as Site or Work Site)</u> means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 <u>Project</u> The total construction of the Work to be provided as defined in the Contract Documents and each executed Task Order.
- 1.27 Project Manager The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 <u>Punch List</u> The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 <u>Record Documents</u> A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 <u>Substantially Completed Date</u> A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 <u>Task Order</u> A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.

1.33 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents and/or Task Order. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

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

ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE ITB 12504-613 PROJECT 12220

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

PROJECT DESCRIPTION

This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

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

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the City as Rares V. Petrica, whose address is 101 NE 3rd Avenue, Suite 1410, Fort Lauderdale, FL 33301-1016, telephone number: (954) 828-6720, and email address is retrica@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [N/A] to [N/A] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number $\underline{1}$ through $\underline{4}$, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., 12504-613, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., <u>12504-613</u>, dated <u>April 13</u>, <u>2021</u>.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications, supplements, Task Orders, change orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any Additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).

- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated <u>June 1, 2021</u>, and any attachments.
- g. Invitation to Bid No., <u>12504-613</u>, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., <u>12504-613</u>, dated <u>April 13, 2021</u>.
- i. Schedule of Values.
- j. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire <u>two</u> (2) years from that date. The City reserves the right to extend the contract for <u>two</u> (2) additional <u>one</u> (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within <u>N/A</u> calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).

- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7 based on the value of the executed Task Orders issued for this Contract.
- 6.2 The Parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the total compensation payable to Contractor for the cumulative value of each executed Task Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 - PAYMENT PROCEDURES

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

- 7.4 Final Payment: Upon final completion of the Work under each Task Order, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2020), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

7.7 Payment Card Industry (PCI) Compliance

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

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

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

8.8 Labor

- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents for each Task Order. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or termination of the Agreement in accordance with Article 17.

8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work under each Task Order.
- 8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.
- 8.10 <u>Work Hours:</u> Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 <u>Permits:</u> The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 <u>Law and Regulations:</u> The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.
- 8.14 <u>Taxes:</u> The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.
- 8.15 <u>Contractor Use of Premises:</u> The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

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

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

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

- 8.16 <u>Project Coordination:</u> The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
 - 8.16.1 Flow of material and equipment from suppliers.
 - 8.16.2 The interrelated work with affected utility companies.
 - 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
 - 8.16.4 The effort of independent testing agencies.
 - 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
 - 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.
- 8.17 Project Record Documents and As-Builts (Record Drawings): Contractor shall be responsible for maintaining up to date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-builts) and a CD of the electronic drawing files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.
- 8.18 Safety and Protection:
 - 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 8.18.1.1 All employees working on the project and other persons who may be affected thereby.

- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.
- 8.19 <u>Emergencies:</u> In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

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

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

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

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

8.22 <u>No Extended Damages:</u> For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused

by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
 - 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
 - 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 <u>Cancellation For Unappropriated Funds</u>: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 - BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

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

10.3 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, 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.

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.

Contractor's 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.

<u>Umbrella/Excess Liability</u>: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

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.

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:

- 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.

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 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.

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

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

- 11.1 <u>Warranty:</u> The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
 - 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
 - 11.1.2 <u>Warranty of Specifications:</u> The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner
 - 11.1.3 <u>Warranty of Merchantability:</u> The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 <u>Tests and Inspections:</u> Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
 - 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

- 11.3 <u>Uncovering Work:</u> If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
 - 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.
- 11.4 <u>City May Stop the Work:</u> If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance of work on each Task Order, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 - INDEMNIFICATION

- 12.1 <u>Disclaimer of Liability:</u> The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 <u>Indemnification:</u> For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
 - 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, servants or employees; (c) any and all bodily

injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

12.2.5The Contractor and the City agree that Section 725.06(2), Florida Statutes (2020), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

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

ARTICLE 15 - CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for **two (2) years** from the date of Commission award subject to **two (2) one (1) year** renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 <u>Rights of Various Interests:</u> Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

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

overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 <u>City May Suspend Work:</u> The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 <u>City May Terminate Work:</u> The City retains the right to terminate this Agreement as well as any task order, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:
 - 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
 - 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
 - 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.

- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
 - 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
 - 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
 - 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
 - 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
 - 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
- 17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:
 - 17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).
- 17.5 <u>Termination for Convenience</u>: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have <u>not</u> been performed.
- 17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 - DISPUTE RESOLUTION

- Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant 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 Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the consultant.
 - 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
 - 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the Parties.
 - 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
 - 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
 - 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

City Manager

City of Fort Lauderdale 100 North Andrews Avenue

Fort Lauderdale, Florida 33301-1016

with copies to:

Project Manager and City Attorney

City of Fort Lauderdale 100 North Andrews Avenue

Fort Lauderdale, Florida 33301-1016

To the Contractor:

Yvette Zuluaga The Stout Group, LLC 10850 NW 138th Street Bay #3

Hialeah Gardens, Florida 33018

Telephone: (786) 452-1481

E-mail: jsanchez@thestoutgroup.com

ARTICLE 20 – LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a 20.1 limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2020), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. By entering into this Agreement, Contractor and City hereby expressly waive any rights either Party may have to a trial by jury in any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Agreement.

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: 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 to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), 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 (2020), 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 (2020), as may be amended or revised.
- Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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

22.10 Public Records

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

Contractor shall:

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

Address

10850 NW 138th Street

Hialeah Gardens, FL 33018

Bay #3

The Stout Group, LLC

Bid Contact Jose Sanchez

bids@thestoutgroup.com

Ph 305-216-8406

Qualifications MBE WBE

Bid Bond

(Status: A bond with the supplied bid security percentage was not found)

Item#	Line Item	Notes	Unit Price	Qty/Unit		Attch. Docs
12504-61301-01	Base Bid: MOBILIZATION - NIGHT WORK	Supplier Product Code:	First Offer - \$2,000.00	20 / each	\$40,000.00	Y Y
12504-61301-02	Base Bid: EMERGENCY MOBILIZATION - MOBILIZE WITHIN 24 HR FOR EACH PROJECT	Supplier Product Code:	First Offer - \$2,000.00	20 / each	\$40,000.00	Υ
12504-61301-03	Base Bid: TRAFFIC CONTROL OFFICER	Supplier Product Code:	First Offer - \$65.00	100 / hourly rate	\$6,500.00	Y
12504-61301-04	Base Bid: WORK ZONE SIGN, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$5.00	2500 / day	\$12,500.00	Y
12504-61301-05	Base Bid: BARRIER WALL, TEMPORARY,FURNISH AND INSTALL, CONCRETE, UP TO 30 DAYS	Supplier Product Code:	First Offer - \$25.00	1500 / linear foot	\$37,500.00	Y
12504-61301-06	Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, WATERFILLED, UP TO 30 DAYS	Supplier Product Code:	First Offer - \$25.00	1500 / linear foot	\$37,500.00	Y
12504-61301-07	Base Bid: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$5.00	5000 / day	\$25,000.00	Y
12504-61301-08	Base Bid: CHANNELIZING DEVICE, TYPE III, 6 FEET, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$1.00	1000 / day	\$1,000.00	Y
12504-61301-09	Base Bid: TRAFFIC CONES, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$2.00	5000 / day	\$10,000.00	Y
12504-61301-10	Base Bid: ARROW BOARD/ADVANCE WARNING ARROW PANEL, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$50.00	50 / day	\$2,500.00	Y
12504-61301-11	Base Bid: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$100.00	50 / day	\$5,000.00	Υ

12504-61301-12	Base Bid: PORTABLE REGULATORY, SIGN, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$100.00	25 / day	\$2,500.00	Y
12504-61301-13	Base Bid: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT, INCLUDES POWER SOURCE (FDOT PAY I	Supplier Product Code:	First Offer - \$150.00	40 / day	\$6,000.00	Y
12504-61301-14	Base Bid: FDOT CERTIFIED FLAG PERSON (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$80.00	1000 / hourly rate	\$80,000.00	Υ
12504-61301-15	Base Bid: ORANGE PLASTIC MESH AND POST(FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$10.00	500 / linear foot	\$5,000.00	Y
12504-61301-16	Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES � DAILY RATE (FDOT P	Supplier Product Code:	First Offer - \$65.00	50 / each	\$3,250.00	Υ
12504-61301-17	Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES • WEEKLY RATE (FDOT	Supplier Product Code:	First Offer - \$350.00	50 / each	\$17,500.00	Y
12504-61301-18	Base Bid: SEDIMENT BARRIER (SILT FENCE)	Supplier Product Code:	First Offer - \$5.00	1500 / linear foot	\$7,500.00	Y
12504-61301-19	Base Bid: SEDIMENT BASIN/CONTANMENT SYSTEM FOR DEWATERING	Supplier Product Code:	First Offer - \$1,000.00	100 / day	\$100,000.00	Y
12504-61301-20	Base Bid: FLOATING TURBIDITY BARRIER	Supplier Product Code:	First Offer - \$25.00	2500 / linear foot	\$62,500.00	Y
12504-61301-21	Base Bid: INLET PROTECTION	Supplier Product Code:	First Offer - \$100.00	500 / each	\$50,000.00	Y
12504-61301-22	Base Bid: SURVEY FIELD WORK AS PERFORMED BY CREW (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$150.00	500 / hourly rate	\$75,000.00	Y
12504-61301-23	Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS (FDOT PAY ITEM NUMBER	Supplier Product Code:	First Offer - \$500.00	50 / each	\$25,000.00	Y
12504-61301-24	Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$750.00	50 / each	\$37,500.00	Y
12504-61301-25	Base Bid: REGULAR EXCAVATION	Supplier	First Offer - \$50.00	1700 / cubic yard	\$85,000.00	Y
7/2021			C-36(b) BidSync		CAMM #22-0579 Exhibit 3	p. 3

		Product Code:				
12504-61301-26	Base Bid: EMBANKMENT	Supplier Product Code:	First Offer - \$100.00	500 / cubic yard	\$50,000.00	Υ
12504-61301-27	Base Bid: FLOWABLE FILL	Supplier Product Code:	First Offer - \$300.00	150 / cubic yard	\$45,000.00	Y
12504-61301-28	Base Bid: SELECT BEDDING MATERIAL	Supplier Product Code:	First Offer - \$100.00	50 / cubic yard	\$5,000.00	Y
12504-61301-29	Base Bid: FILL SAND, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$80.00	50 / cubic yard	\$4,000.00	Υ
12504-61301-30	Base Bid: FDOT PAY ITEM NO 145-1: GEOSYNTHETIC REINFORCED SOIL SLOPE	Supplier Product Code:	First Offer - \$10.00	5000 / square foot	\$50,000.00	Y
12504-61301-31	Base Bid: SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36 INCHES DEEP WITH 1:3 SLOPES OR FL	Supplier Product Code:	First Offer - \$5.00	10000 / square yard	\$50,000.00	Y
12504-61301-32	Base Bid: RETRO-REFLECTIVE PAVEMENT MARKERS	Supplier Product Code:	First Offer - \$5.00	100 / each	\$500.00	Y
12504-61301-33	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6 INCHES	Supplier Product Code:	First Offer - \$2.00	1000 / linear foot	\$2,000.00	Y
12504-61301-34	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND RO	Supplier Product Code:	First Offer - \$5.00	100 / linear foot	\$500.00	Y
12504-61301-35	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR STOP LINE OR CRO	Supplier Product Code:	First Offer - \$5.00	100 / linear foot	\$500.00	Y
12504-61301-36	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 10-30 OR 3-9 SKIP, 6	Supplier Product Code:	First Offer - \$5.00	100 / linear foot	\$500.00	Y
12504-61301-37	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE	Supplier Product Code:	First Offer - \$10.00	100 / square foot	\$1,000.00	Y
12504-61301-38	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD,	Supplier Product	First Offer - \$2.00	1000 / linear foot	\$2,000.00	Υ
7/2021			C-36(c) BidSync		CAMM #22-0579 Exhibit 3	р.

CAMM #22-0579 Exhibit 3 Page 41 of 339

p. 325

WHITE, OR YELLOW, SOLID, 6 INCHES **Code:**

12504-61301-39	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCHES	Supplier Product Code:	First Offer - \$5.00	100 / linear foot	\$500.00	Υ
12504-61301-40	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCHES	Supplier Product Code:	First Offer - \$5.00	100 / linear foot	\$500.00	Y
12504-61301-41	Base Bid: THERMOPLASTIC, REMOVE	Supplier Product Code:	First Offer - \$5.00	1000 / square foot	\$5,000.00	Υ
12504-61301-42	Base Bid: CURB OR CURB AND GUTTER REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$15.00	1500 / linear foot	\$22,500.00	Υ
12504-61301-43	Base Bid: REMOVAL OF EXISTING CONCRETE PAVEMENT	Supplier Product Code:	First Offer - \$20.00	3000 / square yard	\$60,000.00	Y
12504-61301-44	Base Bid: PAVER BLOCK REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$10.00	1500 / square yard	\$15,000.00	Υ
12504-61301-45	Base Bid: REMOVAL AND DISPOSAL OF UNSUITABLE, NON- CONTAMINATED MATERIALS (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$80.00	150 / cubic yard	\$12,000.00	Υ
12504-61301-46	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 5-7.9 INCHES	Supplier Product Code:	First Offer - \$20.00	2000 / linear foot	\$40,000.00	Υ
12504-61301-47	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 8-19.9 INCHES	Supplier Product Code:	First Offer - \$25.00	5000 / linear foot	\$125,000.00	Y
12504-61301-48	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 20-49.9 INCHES	Supplier Product Code:	First Offer - \$50.00	500 / linear foot	\$25,000.00	Y
12504-61301-49	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 50 INCHES OR LARGER	Supplier Product Code:	First Offer - \$100.00	100 / linear foot	\$10,000.00	Υ
12504-61301-50	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 5-7.9 INCHES	Supplier Product Code:	First Offer - \$10.00	100 / linear foot	\$1,000.00	Υ
12504-61301-51	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9 INCHES	Supplier Product Code:	First Offer - \$20.00	300 / linear foot	\$6,000.00	Υ
12504-61301-52	Base Bid: UTILITY PIPE, PLUG AND	Supplier	First Offer - \$40.00	200 / linear foot	\$8,000.00	Υ

C-36(d)

BidSync

Product

PLACE OUT OF SERVICE, 20-49.9

4/27/2021

p. 326

Page 42 of 339

	INCHES	Code:				
12504-61301-53	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 50 INCHES OR LARGER	Supplier Product Code:	First Offer - \$60.00	100 / linear foot	\$6,000.00	Y
12504-61301-54	Base Bid: STORM/SANITARY STRUCTURE REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$1,000.00	200 / each	\$200,000.00	Y
12504-61301-55	Base Bid: LIMEROCK REMOVAL TO A DEPTH OF 8 INCHES (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$15.00	500 / square yard	\$7,500.00	Υ
12504-61301-56	Base Bid: SINGLE POST SIGN, REMOVE	Supplier Product Code:	First Offer - \$30.00	50 / each	\$1,500.00	Υ
12504-61301-57	Base Bid: MILLING EXIST ASPH PAVT, 1 INCH AVG DEPTH, AREA	Supplier Product Code:	First Offer - \$15.00	2500 / square yard	\$37,500.00	Y
12504-61301-58	Base Bid: CONCRETE SIDEWALK AND DRIVEWAYS, 6 INCHES THICK	Supplier Product Code:	First Offer - \$70.00	1000 / square yard	\$70,000.00	Y
12504-61301-59	Base Bid: PAVERS, ARCHITECTURAL, ROADWAY	Supplier Product Code:	First Offer - \$150.00	1500 / square yard	\$225,000.00	Y
12504-61301-60	Base Bid: PAVERS, ARCHITECTURAL, SIDEWALK	Supplier Product Code:	First Offer - \$100.00	1500 / square yard	\$150,000.00	Υ
12504-61301-61	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 3 INCHES	Supplier Product Code:	First Offer - \$10.00	1000 / square yard	\$10,000.00	Υ
12504-61301-62	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 4 INCHES	Supplier Product Code:	First Offer - \$12.00	1000 / square yard	\$12,000.00	Υ
12504-61301-63	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 6 INCHES	Supplier Product Code:	First Offer - \$15.00	3000 / square yard	\$45,000.00	Υ
12504-61301-64	Base Bid: OPTIONAL BASE, BASE GROUP 04 (6 INCHES LIMEROCK)	Supplier Product Code:	First Offer - \$25.00	2500 / square yard	\$62,500.00	Υ
12504-61301-65	Base Bid: TEMPORARY PATCH USING COLD ASPHALTIC MIX, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$100.00	100 / cubic foot	\$10,000.00	Υ
12504-61301-66 7/2021	Base Bid: SUPERPAVE ASPHALTIC	Supplier	First Offer - \$200.00 C-36(e) BidSync	500 / ton	\$100,000.00 CAMM #22-0579 Exhibit 3 Page 42 of 339	Y

CAMM #22-0579

Page 43 of 339

Exhibit 3

p. 327

CONCRETE, TRAFFIC A, B, C, D, OR E

Product Code:

12504-61301-67	Base Bid: MISCELLANEOUS ASPHALT PAVEMENT	Supplier Product Code:	First Offer - \$300.00	100 / ton	\$30,000.00	Y
12504-61301-68	Base Bid: CONCRETE CURB & GUTTER, TYPE E	Supplier Product Code:	First Offer - \$35.00	50 / linear foot	\$1,750.00	Υ
12504-61301-69	Base Bid: CONCRETE CURB & GUTTER, TYPE F	Supplier Product Code:	First Offer - \$35.00	1000 / linear foot	\$35,000.00	Υ
12504-61301-70	Base Bid: CONCRETE CURB, TYPE D	Supplier Product Code:	First Offer - \$25.00	2500 / linear foot	\$62,500.00	Υ
12504-61301-71	Base Bid: VALLEY GUTTER- CONCRETE	Supplier Product Code:	First Offer - \$25.00	1000 / linear foot	\$25,000.00	Υ
12504-61301-72	Base Bid: DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$30.00	500 / square foot	\$15,000.00	Υ
12504-61301-73	Base Bid: ADA COMPLIANT CURB RAMP (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$2,000.00	20 / each	\$40,000.00	Υ
12504-61301-74	Base Bid: DITCH BOTTOM TYPE C (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$4,900.00	100 / each	\$490,000.00	Y
12504-61301-75	Base Bid: DITCH BOTTOM TYPE D (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$5,800.00	20 / each	\$116,000.00	Y
12504-61301-76	Base Bid: DITCH BOTTOM TYPE �E� (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$5,800.00	20 / each	\$116,000.00	Υ
12504-61301-77	Base Bid: DITCH BOTTOM TYPE �F� (INDEX 233) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$5,800.00	10 / each	\$58,000.00	Y
12504-61301-78	Base Bid: DITCH BOTTOM TYPE �G� (INDEX 233) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$7,700.00	10 / each	\$77,000.00	Y
12504-61301-79	Base Bid: TYPE ♦C♦ CATCH BASIN 24X36 INCHES LESS THAN 10 FEET (FDOT PAY ITEM NUMBER NOT	Supplier Product Code:	First Offer - \$5,500.00	30 / each	\$165,000.00	Y
12504-61301-80	Base Bid: LARGE RECTANGULAR TYPE	Supplier	First Offer - \$7,000.00	100 / each	\$700,000.00	Υ

C-36(f)

BidSync

♦C♦ CATCH BASINS WITH TOP SLABS **Product** 4X4 FEET OR TYPE INCHESC **Code:**

12504-61301-81	Base Bid: LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS SX5 FEET OR TYPE INCHESC		First Offer - \$8,500.00	100 / each	\$850,000.00	Υ
12504-61301-82	Base Bid: LARGE RECTANGULAR TYPE ◆C◆ CATCH BASINS WITH TOP SLABS 6X6 FEET OR TYPE INCHESC		First Offer - \$9,800.00	1 / each	\$9,800.00	Y
12504-61301-83	Base Bid: LARGE RECTANGULAR TYPE ◆C◆ CATCH BASINS WITH TOP SLABS 8X8 FEET LESS THAN 10 FE		First Offer - \$16,000.00	5 / each	\$80,000.00	Y
12504-61301-84	Base Bid: LARGE RECTANGULAR TYPE •C• CATCH BASINS WITH TOP SLABS 4X6 FEET LESS THAN 10 FE		First Offer - \$9,100.00	5 / each	\$45,500.00	Υ
12504-61301-85	Base Bid: LARGE RECTANGULAR TYPE •C• CATCH BASINS WITH TOP SLABS 4X8 FEET LESS THAN 10 FE		First Offer - \$9,700.00	5 / each	\$48,500.00	Y
12504-61301-86	Base Bid: STORM MANHOLE TYPE M- 4 (48 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$6,500.00	100 / each	\$650,000.00	Υ
12504-61301-87	Base Bid: STORM MANHOLE TYPE M- 5 (60 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$8,700.00	5 / each	\$43,500.00	Y
12504-61301-88	Base Bid: STORM MANHOLE TYPE M- 6 (72 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$11,400.00	5 / each	\$57,000.00	Υ
12504-61301-89	Base Bid: STORM MANHOLE TYPE M- 7 (84 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$13,700.00	3 / each	\$41,100.00	Υ
12504-61301-90	Base Bid: 18 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB	Supplier Product Code:	First Offer - \$4,700.00	20 / each	\$94,000.00	Υ
12504-61301-91	Base Bid: 24 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB	Supplier Product Code:	First Offer - \$5,000.00	5 / each	\$25,000.00	Υ
12504-61301-92	Base Bid: 8 INCHESTRENCH DRAIN WITH GRATE 6452 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER N	Supplier Product Code:	First Offer - \$260.00	10 / linear foot	\$2,600.00	Y
12504-61301-93	Base Bid: 10 INCHES TRENCH DRAIN WITH GRATE 6453 OR APPROVED EQUAL (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$310.00	50 / linear foot	\$15,500.00	Y
12504-61301-94	Base Bid: 12 INCHES TRENCH DRAIN	Supplier	First Offer - \$350.00	125 / linear foot	\$43,750.00	Υ

p. 329

	WITH GRATE 6454 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER	Product Code:				
12504-61301-95	Base Bid: 15 INCHES TRENCH DRAIN WITH GRATE 6455 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER	Supplier Product Code:	First Offer - \$360.00	100 / linear foot	\$36,000.00	Υ
12504-61301-96	Base Bid: 18 INCHES TRENCH DRAIN WITH GRATE 6456 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER	Supplier Product Code:	First Offer - \$400.00	100 / linear foot	\$40,000.00	Υ
12504-61301-97	Base Bid: INLETS, ADJUST	Supplier Product Code:	First Offer - \$450.00	50 / each	\$22,500.00	Υ
12504-61301-98	Base Bid: MANHOLE, ADJUST	Supplier Product Code:	First Offer - \$450.00	50 / each	\$22,500.00	Y
12504-61301-99	Base Bid: VALVE BOXES, ADJUST	Supplier Product Code:	First Offer - \$400.00	50 / each	\$20,000.00	Υ
12504-61301-100	Base Bid: DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST	Supplier Product Code:	First Offer - \$450.00	50 / each	\$22,500.00	Y
12504-61301-101	Base Bid: DRAINAGE STRUCTURE MODIFY	Supplier Product Code:	First Offer - \$1,500.00	100 / each	\$150,000.00	Υ
12504-61301-102	Base Bid: INLETS RELOCATING	Supplier Product Code:	First Offer - \$5,000.00	25 / each	\$125,000.00	Y
12504-61301-103	Base Bid: MANHOLES AND INLETS CLEANING AND SEALING, LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$250.00	50 / each	\$12,500.00	Y
12504-61301-104	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL	Supplier Product Code:	First Offer - \$100.00	500 / linear foot	\$50,000.00	Y
12504-61301-105	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL	Supplier Product Code:	First Offer - \$100.00	500 / linear foot	\$50,000.00	Y
12504-61301-106	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$70.00	2000 / linear foot	\$140,000.00	Y
12504-61301-107	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$60.00	2000 / linear foot	\$120,000.00	Y
12504-61301-108 7/2021	Base Bid: PIPE CULVERT, RCP	Supplier	First Offer - \$75.00 C-36(h) BidSync	2000 / linear foot	\$150,000.00 CAMM #22-0579 Exhibit 3 Page 45 of 339	Y p. 3

p. 330

		,				
	MATERIAL ONLY, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL	Product Code:				
12504-61301-109	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$65.00	2000 / linear foot	\$130,000.00	Y
12504-61301-110	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$140.00	1500 / linear foot	\$210,000.00	Υ
12504-61301-111	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$124.00	1500 / linear foot	\$186,000.00	Υ
12504-61301-112	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$230.00	1000 / linear foot	\$230,000.00	Y
12504-61301-113	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$190.00	1000 / linear foot	\$190,000.00	Y
12504-61301-114	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$340.00	500 / linear foot	\$170,000.00	Υ
12504-61301-115	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$270.00	400 / linear foot	\$108,000.00	Y
12504-61301-116	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$75.00	250 / linear foot	\$18,750.00	Υ
12504-61301-117	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$87.00	250 / linear foot	\$21,750.00	Υ
12504-61301-118	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24 INCHES	Supplier Product Code:	First Offer - \$80.00	200 / linear foot	\$16,000.00	Υ
12504-61301-119	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 24 INCHES	Supplier Product Code:	First Offer - \$120.00	200 / linear foot	\$24,000.00	Y
12504-61301-120	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$180.00	150 / linear foot	\$27,000.00	Υ
12504-61301-121	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$185.00	150 / linear foot	\$27,750.00	Y
12504-61301-122 7/2021	Base Bid: CLEANING & SEALING	Supplier	First Offer - \$75.00 C-36(i) BidSync	150 / each	\$11,250.00 CAMM #22-0579 Exhibit 3 Page 46 of 339	Y

CAMM #22-0579

Page 47 of 339

Exhibit 3

p. 331

EXISTING PIPE JOINT, 10 INCHES TO 24 **Product** INCHES, STORM SEWER **Code:**

12504-61301-123	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 30 INCHES, 36 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$100.00	50 / each	\$5,000.00	Y
12504-61301-124	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 42 INCHES, 48 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$200.00	50 / each	\$10,000.00	Y
2504-61301-125	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 54 INCHES, 60 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$500.00	50 / each	\$25,000.00	Y
2504-61301-126	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, >60 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$650.00	25 / each	\$16,250.00	Y
2504-61301-127	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 12 INCHES, 15 INCHES,18 INCHES	Supplier Product Code:	First Offer - \$2,000.00	10 / each	\$20,000.00	Y
2504-61301-128	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 24 INCHES	Supplier Product Code:	First Offer - \$2,600.00	5 / each	\$13,000.00	Y
2504-61301-129	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 30 INCHES,36 INCHES	Supplier Product Code:	First Offer - \$4,600.00	5 / each	\$23,000.00	Υ
2504-61301-130	Base Bid: FRENCH DRAIN, LESS THAN 12 INCHES	Supplier Product Code:	First Offer - \$104.00	100 / linear foot	\$10,400.00	Υ
2504-61301-131	Base Bid: FRENCH DRAIN, 12 TO 18 INCHES	Supplier Product Code:	First Offer - \$125.00	3500 / linear foot	\$437,500.00	Y
2504-61301-132	Base Bid: FRENCH DRAIN, 24 INCHES	Supplier Product Code:	First Offer - \$135.00	1000 / linear foot	\$135,000.00	Y
2504-61301-133	Base Bid: STORM SEWER INSPECTION (VIDEO CAMERA)	Supplier Product Code:	First Offer - \$2.00	5000 / linear foot	\$10,000.00	Y
2504-61301-134	Base Bid: OUTFALL BARNACLE REMOVAL FOR 0-24 INCH PIPES	Supplier Product Code:	First Offer - \$20.00	1000 / linear foot	\$20,000.00	Y
2504-61301-135	Base Bid: OUTFALL BARNACLE REMOVAL FOR 25-36 INCH PIPES	Supplier Product Code:	First Offer - \$20.00	500 / linear foot	\$10,000.00	Y
2504-61301-136	Base Bid: OUTFALL BARNACLE	Supplier	First Offer - \$30.00	500 / linear foot	\$15,000.00	Υ

C-36(j)

BidSync

REMOVAL FOR 37-48 INCH PIPES

Product Code:

12504-61301-137	Base Bid: OUTFALL BARNACLE REMOVAL FOR 49-60 INCHES PIPES	Supplier Product Code:	First Offer - \$40.00	500 / linear foot	\$20,000.00	Υ
12504-61301-138	Base Bid: OUTFALL BARNACLE REMOVAL FOR 61 INCHES AND GREATER PIPES	Supplier Product Code:	First Offer - \$60.00	250 / linear foot	\$15,000.00	Y
12504-61301-139	Base Bid: CONCRETE COLLAR AT JOINTS FOR CONNECTING DISSIMILAR TYPES OF PIPE AND CONCRETE P	Supplier Product Code:	First Offer - \$350.00	200 / each	\$70,000.00	Υ
12504-61301-140	Base Bid: PIPE LINER, SLIP LINER, 0-24 INCHES	Supplier Product Code:	First Offer - \$110.00	2000 / linear foot	\$220,000.00	Y
12504-61301-141	Base Bid: PIPE LINER, SLIP LINER, 25- 36 INCHES	Supplier Product Code:	First Offer - \$150.00	1000 / linear foot	\$150,000.00	Υ
12504-61301-142	Base Bid: PIPE LINER, SLIP LINER, 37- 48 INCHES	Supplier Product Code:	First Offer - \$213.00	500 / linear foot	\$106,500.00	Y
12504-61301-143	Base Bid: PIPE LINER, SLIP LINER, 49- 60 INCHES	Supplier Product Code:	First Offer - \$272.00	500 / linear foot	\$136,000.00	Υ
12504-61301-144	Base Bid: PIPE LINER, SLIP LINER, 61 INCHES AND GREATER	Supplier Product Code:	First Offer - \$363.00	500 / linear foot	\$181,500.00	Υ
12504-61301-145	Base Bid: BALLAST ROCK, FRENCH DRAIN AGGREGATE, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$65.00	100 / cubic yard	\$6,500.00	Υ
12504-61301-146	Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH NO OUTFLOW	Supplier Product Code:	First Offer - \$17,000.00	10 / each	\$170,000.00	Y
12504-61301-147	Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH OUTFLOW	Supplier Product Code:	First Offer - \$17,000.00	10 / each	\$170,000.00	Y
12504-61301-148	Base Bid: DEEP WELL OPEN HOLE , 24 INCHES	Supplier Product Code:	First Offer - \$228.00	2000 / linear foot	\$456,000.00	Y
12504-61301-149	Base Bid: DEEP WELL CASING	Supplier Product Code:	First Offer - \$250.00	2000 / linear foot	\$500,000.00	Υ
12504-61301-150	Base Bid: (0-23 INCHES) DEEP WELL	Supplier	First Offer - \$204.00	2000 / linear foot	\$408,000.00	Y

C-36(k)

BidSync

4/27/2021

CAMM #22-0579 Exhibit 3

Page 48 of 339

p. 332

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City of Fort Lauderdale **CLEANING Product** Code: 12504-613--01-151 Base Bid: (24 INCHES) DEEP WELL **Supplier** First Offer - \$204.00 2000 / linear foot \$408,000.00 **CLEANING** Product Code: 12504-613--01-152 Base Bid: (25 INCHES AND GREATER) Supplier First Offer - \$227.00 2000 / linear foot \$454,000.00 DEEP WELL CLEANING Product Code: Supplier First Offer - \$50.00 12504-613--01-153 Base Bid: SHEET PILING, STEEL 1500 / square foot \$75,000.00 TEMPORARY-CRITICAL Product Code: 12504-613--01-154 Base Bid: STORM DRAINAGE Supplier First Offer - \$4.00 2500 / linear foot \$10,000.00 **Product** CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 0-24 INCHES P Code:

	TINISHED CD ON DVD, 0-24 INCHEST	couc.				
12504-61301-155	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 24-36 INCHES	Supplier Product Code:	First Offer - \$8.00	1000 / linear foot	\$8,000.00	Υ
12504-61301-156	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 37-48 INCHES	Supplier Product Code:	First Offer - \$12.00	1000 / linear foot	\$12,000.00	Υ
12504-61301-157	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 49-60 INCHES	Supplier Product Code:	First Offer - \$18.00	1000 / linear foot	\$18,000.00	Υ
12504-61301-158	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 61 INCHES OR	Supplier Product Code:	First Offer - \$30.00	500 / linear foot	\$15,000.00	Y
12504-61301-159	Base Bid: WELL POINT SYSTEM COMPLETE, 4 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$925.00	100 / day	\$92,500.00	Y
	Base Bid: WELL POINT SYSTEM COMPLETE, 6 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$925.00	40 / day	\$37,000.00	Υ
12504-61301-161	Base Bid: WELL POINT SYSTEM COMPLETE, 8 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$1,300.00	20 / day	\$26,000.00	Y
12504-61301-162	Base Bid: BY-PASS PUMP 4 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$600.00	200 / day	\$120,000.00	Υ
12504-61301-163	Base Bid: BY-PASS PUMP 6 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$650.00	80 / day	\$52,000.00	Y
12504-61301-164	Base Bid: BY-PASS PUMP 8 INCHES,	Supplier	First Offer - \$750.00 C-36(I) BidSync	40 / day	\$30,000.00 CAMM #22-0579 Exhibit 3 Page 49 of 339	Y p. 3

p. 334

	FURNISH AND INSTALL (FDOT PAY ITEM NO NA)	Product Code:				
12504-61301-165	Base Bid: 8 TO 12 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INST	Supplier Product Code:	First Offer - \$50.00	200 / each	\$10,000.00	Y
12504-61301-166	Base Bid: 15-24 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$300.00	150 / each	\$45,000.00	Y
12504-61301-167	Base Bid: 30-42 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$500.00	100 / each	\$50,000.00	Y
12504-61301-168	Base Bid: 48-60 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$750.00	50 / each	\$37,500.00	Y
12504-61301-169	Base Bid: 60 INCHES AND ABOVE PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDE	Supplier Product Code:	First Offer - \$1,000.00	25 / each	\$25,000.00	Y
12504-61301-170	Base Bid: RIPRAP, SAND-CEMENT	Supplier Product Code:	First Offer - \$700.00	25 / cubic yard	\$17,500.00	Y
12504-61301-171	Base Bid: RIPRAP- RUBBLE, BANK AND SHORE	Supplier Product Code:	First Offer - \$200.00	5/ton	\$1,000.00	Υ
12504-61301-172	Base Bid: RIPRAP, RUBBLE, FURNISH AND INSTALL, DITCH LINING	Supplier Product Code:	First Offer - \$200.00	5/ton	\$1,000.00	Y
12504-61301-173	Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$30.00	2000 / linear foot	\$60,000.00	Υ
12504-61301-174	Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE GATE OPENING, SINGLE, 0-6� (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$3,000.00	10 / each	\$30,000.00	Y
12504-61301-175	Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE (FDOT PAY ITEM NUMBER NOT AP	Supplier Product Code:	First Offer - \$60.00	1000 / linear foot	\$60,000.00	Y
12504-61301-176	Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE GATE OPENING, SINGLE, 0-6� (FD	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y
12504-61301-177	Base Bid: STANDARD 6 FOOT VINYL FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$30.00	500 / linear foot	\$15,000.00	Υ
12504-61301-178 7/2021	Base Bid: STANDARD 6 FOOT VINYL	Supplier	First Offer - \$3,000.00 C-36(m) BidSync	5 / each	\$15,000.00 CAMM #22-0579 Exhibit 3 Page 50 of 339	Y

FENCE GATE OPENING, SINGLE, 0-6 **Product** (FDOT PAY ITEM NUMBER N Code:

			C-36(n)		CAMM #22-0579	
12504-61301-191	Base Bid: BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM, 4 HR MINIMUM CHARGE (FDOT PAY	Supplier Product Code:	First Offer - \$350.00	100 / hourly rate	\$35,000.00	Υ
12504-61301-190	Base Bid: SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM, 4 HR MINIMUM CHARGE (FDOT PAY IT	Supplier Product Code:	First Offer - \$150.00	100 / hourly rate	\$15,000.00	Y
12504-61301-189	Base Bid: VAC TRUCK, 3-PERSON CREW, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBER NOT APPLIC	Supplier Product Code:	First Offer - \$225.00	100 / hourly rate	\$22,500.00	Y
12504-61301-188	Base Bid: CRANE & OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4 HR MINIMUM CH	Supplier Product Code:	First Offer - \$300.00	100 / hourly rate	\$30,000.00	Y
12504-61301-187	Base Bid: D3 OR D5 DOZER & OPERATOR (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$175.00	100 / hourly rate	\$17,500.00	Y
12504-61301-186	Base Bid: BUCKET TRUCK & OPERATOR, 50 FT REACH, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$125.00	100 / hourly rate	\$12,500.00	Y
12504-61301-185	Base Bid: SERVICE TRUCK & OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS, 4 HR MINIMUM CHAR	Supplier Product Code:	First Offer - \$125.00	100 / hourly rate	\$12,500.00	Y
12504-61301-184	Base Bid: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVE	• • •	First Offer - \$65.00	50 / hourly rate	\$3,250.00	Y
12504-61301-183	Base Bid: DIVER (REGULAR TIME) (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$250.00	50 / hourly rate	\$12,500.00	Υ
12504-61301-182	Base Bid: MASTER ELECTRICIAN (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$95.00	100 / hourly rate	\$9,500.00	Y
12504-61301-181	Base Bid: ADDITIONAL LABORER (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$30.00	5000 / hourly rate	\$150,000.00	Y
12504-61301-180	Base Bid: FDOT PAY ITEM NO 550-60- 212, 550-60-213, OR 550-60-214: FENCE GATE, TYPE B, SI	Supplier Product Code:	First Offer - \$3,000.00	2 / each	\$6,000.00	Y
12504-61301-179	Base Bid: FDOT PAY ITEM NO 550-60- 211: FENCE GATE, TYPE B, SINGLE, 0- 6.0 FEET OPENING	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y

12504-61301-192	Base Bid: DUMP TRUCK & OPERATOR, SINGLE-AXLE, 5 cubic yard MINIMUM CAPACITY, 4 HR MINIMUM	Supplier Product Code:	First Offer - \$65.00	100 / hourly rate	\$6,500.00	Y
12504-61301-193	Base Bid: ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW (FDOT PAY ITEM NUMBER NOT APPLI	Supplier Product Code:	First Offer - \$150.00	24 / hourly rate	\$3,600.00	Y
12504-61301-194	Base Bid: CERTIFIED ARBORIST (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$150.00	10 / hourly rate	\$1,500.00	Υ
12504-61301-195	Base Bid: SINGLE POST SIGN, INSTALL	Supplier Product Code:	First Offer - \$650.00	50 / each	\$32,500.00	Y
12504-61301-196	Base Bid: SINGLE POST SIGN, RELOCATE	Supplier Product Code:	First Offer - \$150.00	50 / each	\$7,500.00	Y
12504-61301-197	Base Bid: FIRE HYDRANT, ADJUST AND MODIFY	Supplier Product Code:	First Offer - \$5,000.00	10 / each	\$50,000.00	Y
12504-61301-198	Base Bid: FIRE HYDRANT, RELOCATE	Supplier Product Code:	First Offer - \$5,000.00	10 / each	\$50,000.00	Y
12504-61301-199	Base Bid: POLLUTION RETARDANT BAFFLE WITH 10 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I	Supplier Product Code:	First Offer - \$450.00	50 / each	\$22,500.00	Y
12504-61301-200	Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I	Supplier Product Code:	First Offer - \$775.00	100 / each	\$77,500.00	Y
12504-61301-201	Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 18-INCH -24 I	Supplier Product Code:	First Offer - \$1,100.00	100 / each	\$110,000.00	Y
12504-61301-202	Base Bid: FURNISH AND INSTALL 10 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$2,800.00	50 / each	\$140,000.00	Y
12504-61301-203	Base Bid: FURNISH AND INSTALL 12 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$3,700.00	50 / each	\$185,000.00	Y
12504-61301-204	Base Bid: FURNISH AND INSTALL 15 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$6,150.00	50 / each	\$307,500.00	Y
12504-61301-205	Base Bid: FURNISH AND INSTALL 18 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$7,700.00	50 / each	\$385,000.00	Y
			C-36(n)		CAMM #22 0570	

12504-61301-206	Base Bid: FURNISH AND INSTALL 24 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$10,450.00	25 / each	\$261,250.00	Y
12504-61301-207	Base Bid: FURNISH AND INSTALL 30 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$15,200.00	25 / each	\$380,000.00	Y
12504-61301-208	Base Bid: FURNISH AND INSTALL 36 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$18,700.00	20 / each	\$374,000.00	Y
12504-61301-209	Base Bid: FURNISH AND INSTALL 42 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$26,600.00	10 / each	\$266,000.00	Y
12504-61301-210	Base Bid: FURNISH AND INSTALL 48 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$42,000.00	10 / each	\$420,000.00	Υ
12504-61301-211	Base Bid: FURNISH AND INSTALL 54 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$61,600.00	10 / each	\$616,000.00	Y
12504-61301-212	Base Bid: FURNISH AND INSTALL 60 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$79,900.00	10 / each	\$799,000.00	Υ
12504-61301-213	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$850.00	20 / each	\$17,000.00	Y
12504-61301-214	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$1,100.00	10 / each	\$11,000.00	Y
12504-61301-215	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$1,500.00	5 / each	\$7,500.00	Y
12504-61301-216	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$1,750.00	5 / each	\$8,750.00	Y
12504-61301-217	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$2,200.00	5 / each	\$11,000.00	Y
12504-61301-218	Base Bid: FURNISH AND INSTALL 8 TO 15 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEA	Supplier Product Code:	First Offer - \$950.00	40 / each	\$38,000.00	Y
12504-61301-219	Base Bid: FURNISH AND INSTALL 18 TO 24 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$1,100.00	25 / each	\$27,500.00	Y
			C-36(p)		CAMM #22-0579	

12504-61301-220	Base Bid: FURNISH AND INSTALL 30 TO 36 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$1,500.00	5 / each	\$7,500.00	Y
12504-61301-221	Base Bid: FURNISH AND INSTALL 42 TO 48 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$2,500.00	5 / each	\$12,500.00	Υ
12504-61301-222	Base Bid: FURNISH AND INSTALL 54 TO 60 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$3,500.00	3 / each	\$10,500.00	Υ
12504-61301-223	Base Bid: FURNISH AND INSTALL 61 INCH AND ABOVE DRAINAGE OUTFALLS BY CORE DRILLING EXISTIN	Supplier Product Code:	First Offer - \$5,000.00	3 / each	\$15,000.00	Y
12504-61301-224	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR PIPES 8 INCHES AND UNDER (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$425.00	50 / linear foot	\$21,250.00	Y
12504-61301-225	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 10 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$375.00	500 / linear foot	\$187,500.00	Y
12504-61301-226	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 12 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$417.00	1000 / linear foot	\$417,000.00	Y
12504-61301-227	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 15 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$708.00	1500 / linear foot	\$1,062,000.00	Y
12504-61301-228	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 18 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$750.00	500 / linear foot	\$375,000.00	Y
12504-61301-229	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 24 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$770.00	300 / linear foot	\$231,000.00	Y
12504-61301-230	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 30 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$792.00	200 / linear foot	\$158,400.00	Y
12504-61301-231	Base Bid: DIRECTIONAL BORE, 10 INCHES OR LESS	Supplier Product Code:	First Offer - \$217.00	500 / linear foot	\$108,500.00	Y
12504-61301-232	Base Bid: DIRECTIONAL BORE, 12 INCHES	Supplier Product Code:	First Offer - \$242.00	500 / linear foot	\$121,000.00	Y
12504-61301-233	Base Bid: DIRECTIONAL BORE, 15 INCHES	Supplier Product Code:	First Offer - \$280.00	1500 / linear foot	\$420,000.00	Y
			C-36(q)		CAMM #22-0579	

12504-61301-234	Base Bid: DIRECTIONAL BORE, 18 INCHES	Supplier Product Code:	First Offer - \$320.00	1000 / linear foot	\$320,000.00	Y
12504-61301-235	Base Bid: DIRECTIONAL BORE, 24 INCHES	Supplier Product Code:	First Offer - \$425.00	100 / linear foot	\$42,500.00	Y
12504-61301-236	Base Bid: DIRECTIONAL BORE, 30 INCHES	Supplier Product Code:	First Offer - \$530.00	100 / linear foot	\$53,000.00	Υ
12504-61301-237	Base Bid: DIRECTIONAL BORE, 36 INCHES	Supplier Product Code:	First Offer - \$1,000.00	100 / linear foot	\$100,000.00	Y
12504-61301-238	Base Bid: DIRECTIONAL BORE, 42 INCHES	Supplier Product Code:	First Offer - \$1,490.00	100 / linear foot	\$149,000.00	Y
12504-61301-239	Base Bid: FERTILIZER 40 LB. BAG, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABL	Supplier Product Code:	First Offer - \$100.00	5 / each	\$500.00	Y
12504-61301-240	Base Bid: ROOT BARRIER, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$20.00	500 / linear foot	\$10,000.00	Y
12504-61301-241	Base Bid: TREE REMOVAL, 0-12 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$250.00	200 / each	\$50,000.00	Y
12504-61301-242	Base Bid: TREE REMOVAL, 12.1-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$450.00	100 / each	\$45,000.00	Y
12504-61301-243	Base Bid: TREE REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$1,800.00	50 / each	\$90,000.00	Y
12504-61301-244	Base Bid: TREE REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y
12504-61301-245	Base Bid: TREE REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I	Supplier Product Code:	First Offer - \$5,000.00	2 / each	\$10,000.00	Y
12504-61301-246	Base Bid: STUMP GRINDING/REMOVAL, 0-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I	Supplier Product Code:	First Offer - \$150.00	100 / each	\$15,000.00	Y
12504-61301-247	Base Bid: STUMP GRINDING/REMOVAL, 24.1-48 INCHES	Supplier Product	First Offer - \$350.00	50 / each	\$17,500.00	Υ
7/2021			C-36(r)		CAMM #22-0579	_

	TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA	Code:				
12504-61301-248	Base Bid: STUMP GRINDING/REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA		First Offer - \$750.00	10 / each	\$7,500.00	Y
12504-61301-249	Base Bid: STUMP GRINDING/REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT	Supplier Product Code:	First Offer - \$1,100.00	5 / each	\$5,500.00	Y
12504-61301-250	Base Bid: HEDGES AND SHRUBS REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$10.00	2000 / linear foot	\$20,000.00	Υ
12504-61301-251	Base Bid: BAHIA SOD (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$5.00	200 / square yard	\$1,000.00	Y
12504-61301-252	Base Bid: FDOT PAY ITEM NO 570-1-2: PERFORMANCE TURF, SOD (ST AUGUSTINE, CENTIPEDE, FLOR	Supplier Product Code:	First Offer - \$5.00	5000 / square yard	\$25,000.00	Y
12504-61301-253	Base Bid: FDOT PAY ITEM NO NA: SALT TOLERANT TURF, SOD (SEASHORE PASPALUM OR APPROVED EQ	Supplier Product Code:	First Offer - \$10.00	2000 / square yard	\$20,000.00	Y
12504-61301-254	Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 3-GALLON CONTAINER (F		First Offer - \$20.00	500 / each	\$10,000.00	Y
12504-61301-255	Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-GALLON CONTAINER (F		First Offer - \$50.00	500 / each	\$25,000.00	Y
12504-61301-256	Base Bid: COMMON PALM SPECIES (BISMARK, DATE, SILVER, CHRISTMAS, ROYAL, THATCH, CABBAGE AN	Supplier Product Code:	First Offer - \$2,000.00	50 / each	\$100,000.00	Y
12504-61301-257	Base Bid: COMMON TREE SPECIES (LIVE OAK, WILD TAMARIND, GREEN OR SILVER BUTTONWOOD, BALD O	Supplier Product Code:	First Offer - \$1,000.00	50 / each	\$50,000.00	Y

Lot Total **\$22,906,900.00**

Supplier Total **\$22,906,900.00**

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By:

CHRISTOPMER J. LAGERBLOOM

City Manager

Pate: JOH A.

ATTEST:

By:

JEFFREY A. MODARELL

City Clerk

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

RHONDA MONTOYA HASAN

Assistant City Attorney

CONTRACTOR

WITNESSES:	THE STOUT GROUP, LLC a Florida limited liability company.
Etralyth RP	By:
Elizabeth Ramirez Print Name	Print Name: Jose Maria Sanchez III
	Title: Manager
Rafael Cepeda	ATTEST:
Rafael Cepeda Print Name	By: Secretary
(CORPORATE SEAL)	
STATE OF Florida:	
COUNTY OF Miami-Dade	
\Box online notarization, this <u>08</u> day	dged before me by means of \(\square\) physical presence or of \(\square\) June, 2021, by \(\square\) bose \(\text{Maria Sanchez III} \), as ROUP, LLC, a Florida Limited Liability Company. (Signature of Notary Public - State of Florida)
	Yvette Zuluaga (Print, Type, or Stamp Commissioned Name of 17, 2022 Notary Public)
Personally Known_X OR Produced Idea Type of Identification Produced:Known	



NIELSON, WOJTOWICZ, NEU & ASSOCIATES

A NIELSON HOOVER GROUP COMPANY

June 8, 2021

City of Fort Lauderdale Annual Construction of General Stormwater Infrastructure Project No. 12220 Bid No. 12504-613

Re: The Stout Group, LLC

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **The Stout Group, LLC**. The name of their surety **Hartford Casualty Insurance Company**, which carries an A.M. Best Rating of **A+ XV**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, Hartford Casualty Insurance Company should be in a position to provide The Stout Group, LLC Performance and Payment Bonds for the single projects in the amount of \$6,000,000.00 and aggregate support in the amount of \$12,000,000.00. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

The Stout Group, LLC is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including yourselves, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin R. Wojtowicz

Producer VDW/imag

KRW/jms

Suite 200

St. Petersburg, FL 33705

P: 727.209.1803

F: 727.209.1335

www.nielsonbonds.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer	rights to the certificate holds	in neu or sucr	i endorsement	ແ(ຣ).			
PRODUCER			CONTACT Ala	in Bencomo			
Gil, Garden, Avetrani Insurance Grou	ıp		PHONE (A/C, No, Ext):	305) 630-4777	FAX (A/C, No):	(305) 2	79-3022
10689 N. Kendall Drive			E-MAIL abe	encomo@ggaig.com			
Suite 208				INSURER(S) AFFORDING COVERAGE			NAIC #
Miami	FI	_ 33176	INSURER A: GI	reenwich Insurance Company			
INSURED			INSURER B : Na	ational Union Fire Insurance Co of PA			
The Stout Group LLC	;		INSURER C : W	esco Insurance Company			
10850 NW 138TH St	reet Bay #3		INSURER D : Fe	ederal Insurance Co.			
			INSURER E :				
Hialeah Gardens	FI	_ 33018	INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	CL205151597	76	REVISION NUM	RFR.		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE CCCUR						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
١.			.,				MED EXP (Any one person) \$ 10,000
A		Υ	Υ	NGL-1000327-01	05/20/2020	07/14/2021	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY PRO-						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
Α	OWNED SCHEDULED AUTOS ONLY	Υ	Υ	NBA-1000328-01	05/20/2020	07/14/2021	BODILY INJURY (Per accident) \$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
	✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE \$ 4,000,000
В	EXCESS LIAB CLAIMS-MADE	Υ	Υ	BE 020434827	05/20/2020	07/14/2021	AGGREGATE \$ 4,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						➤ PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EYECLITIVE	N/A	Υ	WWC3484266	07/14/2020	07/14/2021	E.L. EACH ACCIDENT \$ 1,000,000
`	(Mandatory in NH)	,			0171112020	0171112021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Inland Marine						Limit of Insurance \$1,662,756
D	mana mamo			45468715	07/28/2020	07/14/2021	

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

P12220/Bid #12504-613: Annual Construction of General Stormwater Infrastructure

City of Fort Lauderdale is listed as Additional Insured with respects to the General Liability. Waiver of Subrogation is in favor of City of Fort Lauderdale in regards to the Workers Compensation policy.

CERTIFICAT	E HOLDER		CANCELLATION		
	City of Fort Lauderdale 100 N. Andrews Avenue		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	100 N. Allalews Aveilae		AUTHORIZED REPRESENTATIVE		
	Fort Lauderdale	FL 33301	EJ P		

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	ADDITIONAL COVERAGES									
Ref #	Description Uninsured	n motorist combined si	ngle limit			Coverage Code UMCSL	Form No.	Edition Date		
Limit 1 1,000,0	00	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref #	Description PIP-Basic	1				Coverage Code PIP	Form No.	Edition Date		
Limit 1 10,000		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref #	Description CrisisResp					Coverage Code	Form No.	Edition Date		
Limit 1 250,000)	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref #	Description Excess Ca	n sualty CrisisFund				Coverage Code	Form No.	Edition Date		
Limit 1 50,000		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium			
Ref #	Description Products-C	n Completed Ops				Coverage Code	Form No.	Edition Date		
Limit 1 4,000,0						Deductible Type Premium				
Ref #	Description Increased	n employer's liability				Coverage Code INEL	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type Premium				
Ref #	Description Expense co					Coverage Code EXCNT	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ductible Type Premium \$160.00				
Ref #	Description Experience	n e Mod Factor 1				Coverage Code EXP01	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$16,630	0.00		
Ref #	Description Blkt Waiven	n r of Subrogatn				Coverage Code BLKWS	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$1,208.	00		
Ref #	Description Premium d					Coverage Code PDIS	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium -\$3,442	00		
Ref #	Description WC & Emp	n loyer's liability				Coverage Code WCEL	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium			
OFADTI	LCV						Copyright 2001, AN	IS Services, Inc.		

ADDITIONAL COVERAGES									
Ref #	Description TERRORIS					Coverage Code TEROR	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium \$115.00		
Ref #	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	# Description					Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref # Description						Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	# Description			Coverage Code		Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	1				Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Ref # Description					Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium		
Ref #	Description	1			ı	Coverage Code	Form No.	Edition Date	
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium		
OFADTLCV Copyright 2001, AMS Services, Inc.									

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT#

This endorsement, effective 12:01 a.m. 05/26/2020 , forms a part of

Policy No.NGL-1000327-01 issued to The Stout Group LLC

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

XL Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force Bodily Injury or Property Damage
- B. Damage To Premises Rented To You Extension
 - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
 - Limit increased to \$300,000
- C. Aircraft Chartered with Crew
- D. Non-Owned Watercraft
- **E.** Personal and Advertising Injury Assumed by Insured Contract
- F. Increased Supplementary Payments
 - Cost for bail bonds increased to \$5,000
 - Loss of earnings increased to \$1,000 per day
- G. Broadened Named Insured
- H. Blanket Additional Insured Managers or Lessors of Premises
- I. Blanket Additional Insured Lessor of Leased Equipment
- J. Injury to Co-Employees and Co-Volunteer Workers
- **K.** Knowledge and Notice of Occurrence or Offense
- L. Unintentional Omission
- M. Liberalization
- N. Blanket Waiver of Subrogation
- O. Incidental Medical Malpractice Injury
- P. Extension of Coverage Bodily Injury
- **Q.** Coverage Territory

Form XIL 436 1208 © 2008, XL America, Inc.

Page 1 of 8

A. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

Exclusion **a.** Expected Or Intended Injury of Part **2.**, Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

- **1.** The last paragraph of **2.** Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section **I** Coverages is deleted in its entirety and replaced by the following:
 - Exclusions **c.** through **n.** do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section **III** Limits of Insurance.
- **2.** This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - **a.** Rupture, bursting, or operation of pressure relief devices;
 - **b.** Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - **c.** Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
- **3.** Paragraph **6.** of Section **III-** Limits of Insurance is deleted in its entirety and replaced by the following:
 - 6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.
 - **b.** The Damage to Premises Rented to You Limit will be the higher of:
 - (1) \$300,000; or
 - (2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph **9.a.** of the definition of "insured contract" under Section **V-** Definitions, is deleted in its entirety and replaced by the following:

["Insured contract" means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an "insured contract".
- 5. This Article B. does not apply if coverage for Damage to Premises Rented to You of Coverage A. Bodily Injury And Property Damage Liability of Section I Coverages is excluded by endorsement.

C. AIRCRAFT CHARTERED WITH CREW

 The following is added to the exceptions contained in Exclusion g., Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage of Section I – Coverages:

[This exclusion does not apply to:)

Aircraft chartered with crew to any insured.

- 2. This Article C. does not apply if the chartered aircraft is owned by any insured.
- 3. The insurance provided by this Article C. shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

D. NON-OWNED WATERCRAFT

- The exception contained in Subparagraph (2) of Exclusion g. Aircraft. Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I Coverages is deleted in its entirety and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - **(b)** Not being used to carry persons or property for a charge;
- 2. This Article **D.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
- 3. This insurance provided by this Article **D.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

 Exclusion e. Contractual Liability in Part 2., Exclusions of Coverage B. Personal And Advertising Injury Liability of Section I – Coverages is deleted in its entirety and replaced by the following: [This insurance does not apply to:)

e. Contractual Liability

"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- 1. That the insured would have in the absence of the contract or agreement; or
- 2. Assumed in a written contract or agreement that is an "insured contract"; provided the "personal and advertising injury" is caused by an offense which occurs subsequent to the execution of the contract or agreement.
- 2. Subparagraph f. of the definition of "insured contract" Section V.- Definitions is deleted in its entirety and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of anther party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 - **2.** This Article **E.** does not apply if Coverage **B**. Personal And Advertising Injury Liability is excluded by endorsement.

F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs 1. b. and d. of Supplementary Payments – Coverages A And B of Section I - Coverages are amended as follows:

- 1. In Subparagraph **b.**, the amount we will pay for the cost of bail bonds is increased up to \$5.000.
- 2. In Subparagraph d., the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

G. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organizations named in Item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.

2. This Article **G.** does not apply to any person or organization for which coverage is excluded by endorsement.

H. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

- 1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
 - **a.** Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - **b.** The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - (2) Any premises for which coverage is excluded by endorsement; or
 - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
- 2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

- 1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
 - **a.** Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - **b.** The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after the equipment lease expires; or
 - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
- 2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your "volunteer workers" as insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, Duties In The Event of Occurrence, Offense, Claim or Suit of the Section **IV** - Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any "employee" (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.

L. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, Representations, of Section **IV-** Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article **L.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

M. LIBERALIZATION

The following is added to Section IV-Commercial General Liability Conditions:

Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

N. BLANKET WAIVER OF SUBROGATION

The following is added to Section IV-Commercial General Liability Conditions:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

- **1.** For insurance applicable to this Article O, the definition of "bodily injury" in Section **V** Definitions is amended to include, "Incidental Medical Malpractice Injury".
- 2. The following definition is added to Section V- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- **a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- **b.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. First aid; or
- **d.** "Good Samaritan Services". As used in this Article **O.**, "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
- 3. Paragraph 2.a.(1)(d) of Section II -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- **4.** The following exclusion is added to Paragraph **2.** Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section I Coverages:

This insurance does not apply to:)

Willful Violation of Penal Statute

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

- 5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph 2.a. through 2.d. above to any one person, will be considered one "occurrence".
- **6.** This Article **O.** does not apply if you are in the business or occupation of providing any of the services described in Paragraph **2.** above.

7. The insurance provided by this Article O. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

P. EXTENSION OF COVERAGE - BODILY INJURY

The definition of "bodily injury" Section **V**- Definitions is deleted in its entirety and replaced by the following:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

Q. COVERAGE TERRITORY

The definition of "coverage territory" Section **V**- Definitions is deleted in its entirety and replaced by the following:

4. "Coverage territory" means anywhere in the world.

This insurance does not apply to:

Puerto Rico.

- a. "bodily injury" or "property damage" that takes place; or
- b. "personal and advertising injury" caused by an offense committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a "suit" on the merits (to determine the insured's responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or

This insurance does not apply to damage, loss, cost or expenses in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations				
Blanket as required by written contract	Blanket as required by written contract				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
Blanket as required by written contract	Blanket as required by written contract			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: XIC 421 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage
- B. Who Is An Insured
 - 1. Broad Form Insured
 - 2. Employees As Insureds
 - 3. Additional Insured By Contract, Agreement or Permit
 - 4. Employee Hired Autos
- C. Supplementary Payments
- D. Amended Fellow Employee Exclusion
- E. Physical Damage Coverage
 - 1. Rental Reimbursement
 - 2. Extra Expense Broadened Coverage
 - 3. Personal Effects Coverage
 - 4. Lease Gap
 - 5. Glass Repair Waiver Of Deductible
- F. Physical Damage Coverage Extensions
 - 1. Additional Transportation Expense
 - 2. Hired Auto Physical Damage
- G. Business Auto Conditions
 - 1. Notice Of Occurrence
 - 2. Waiver Of Subrogation
 - 3. Unintentional Failure To Disclose Hazards
 - 4. Primary Insurance
- H. Bodily Injury Redefined
- I. Extended Cancellation Condition

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

- 1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss": or
 - e. Destruction.

B. Who Is An Insured

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - Any covered "auto" hired or rented by your "employee" under a contract in that (2) individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. **Supplementary Payments**

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item (2) is deleted and replaced by the following:

(2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item (4) is deleted and replaced by the following:

All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings (4) up to \$500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision **D**. is excess over any other collectible insurance.

E. **Physical Damage Coverage**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- Thirty (30) days. (2)
- C. Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses incurred. (1)
 - (2) \$50 any one day per private passenger "auto"; \$100 any one day per truck; \$1,500 any one period per private passenger "auto"; \$3,000 any one period per truck; or Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- If "loss" results from the total theft of a covered "auto" of the private passenger type, we will e. pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense - Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

3. **Personal Effects Coverage**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

XIC 421 1013

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- The amount paid under the Physical Damage Coverage Section of the policy; and a.
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - Security deposits not returned by the lessor: (3)
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

Page 78 of 339

5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an "employee" to your workers' compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

7/14/2020

Policy No. WWC3484266

Endorsement No. 0

Insurance Company

The Stout Group LLC Wesco Insurance Company

Premium \$ 64,151

Countersigned by.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2021

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

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

th	is certificate does not confer rights to						may require	an endorsemen	i. A state	incii (J11
PRODUCER					CONTACT Alain Bencomo						
Gil, Garden, Avetrani Insurance Group				PHONE (A/C, No, Ext): (305) 630-4777 FAX (A/C, No): (305) 279-3022				279-3022			
10689 N. Kendall Drive				E-MAIL ADDRES	ohonoome	@ggaig.com	I.	(A/C, NO).			
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	Fort Lauderdale			FL 33301			_	RIP			

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MEMORANDUM

DATE:

June 22, 2021

TO:

James Kelly, Sr. Claims Adjuster

FROM:

Maureen Lewis, Procurement Division

SUBJECT:

Project/Bid No. 12220; 12504-613 - Annual Construction of General

Stormwater Infrastructure

Please review the attachments listed below in connection with the referenced contract:

Surety Bond Capacity Letter

SURETY BOND REQUIREMENT - Unit Price Contract [The Stout Group]

If the City's requirements are met, please sign below and return. Thank you.

James Kelly

Sr. Claims Adjuster

Contract

C:

Bid Bond from Surety Bid Bond Number Bond Type Bond Form Bid Date Bid ID Security Percent % Job Description Agency ID Name Address ,,, Phone Contact Name **Bond Status Execution Date** Contractor ID Name Contractor Tax ID Assigned Contractor ID Address , , ,

Phone

Name

Address

Surety ID

Name

NAIC Number

State of Incorporation

Contact

Address ,,,

Phone

Terror Rider



Insurance Document Management System 3.0

Nielson, Wojtowicz, Neu & Associates - Kevin Wojtowicz

Bond Number: SFL21447247

Contractor Information

Principal: The Stout Group, LLC 305-216-8406

Address: 10850 NW 138th Street Bay #3 Hialeah Gardens Florida 33018 United States

Owner/Obligee Information

Bond Form: Bid Bond in accordance with Contract Specifications

Owner/Obligee: City of Fort Lauderdale

Address: 100 North Andrews Ave Fort Lauderdale Florida 33301 United States

Bond Information

Bid Date: 4/15/2021

Surety: Hartford Casualty Insurance Company

Rider Present: Click here to view

Estimated Contract Price: \$4,000,000.00

Time For Completion: 720 C.D. Liquidated Damages: \$500 pcd **Estimated Work On Hand:** Amount of Bid Security: 10% Contract ID Number: 12504-613

Description of Job: Annual Construction of General Stormwater Infrastructure P12220

Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10 Bid Security Maximum:

Contractor's State Vendor ID Number: 1602625581

Primary Agency:

Nielson, Woitowicz, Neu & Associates

Agency Power of Attorney Limited to: Unlimited

Executed

Bond Entered By: Kevin Wojtowicz - 4/14/2021 11:01:26 AM ET

Bond Approved & Executed By: Kevin Wojtowicz - 4/14/2021 11:01:47 AM ET

Know all men by these presents that Hartford Casualty Insurance Company, a Corporation duly organized under the laws of the State of Indiana, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

© S2000, Inc.

Privacy Policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2020

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this certificate does not confer rights to the certific	cate noider in lieu of such	i endorsement(s).	
PRODUCER		CONTACT Alain Bencomo	
Gil, Garden, Avetrani Insurance Group		(A/C, NO, EXT): (A/C, NO).	279-3022
10689 N. Kendall Drive		E-MAIL abencomo@ggaig.com	
Suite 208		INSURER(S) AFFORDING COVERAGE	NAIC #
Miami	FL 33176	INSURER A: Greenwich Insurance Company	
INSURED		INSURER B: National Union Fire Insurance Co of PA	
The Stout Group LLC		INSURER C: Wesco Insurance Company	
10850 NW 138TH Street Bay #3		INSURER D: Federal Insurance Co.	
		INSURER E:	
Hialeah Gardens	FL 33018	INSURER F:	
COVERAGES CERTIFICATE	CL 205151507	6 DEVICION NUMBER	

COVERAGES CERTIFICATE NUMBER: CL2051515976 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 10,000	
A		Y		NGL-1000327-01	05/20/2020	07/14/2021	PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						Employee Benefits \$ 1,000,000	
1	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000	
	X ANY AUTO				05/20/2020	07/14/2021	BODILY INJURY (Per person) \$	
Α	OWNED SCHEDULED AUTOS ONLY			NBA-1000328-01			BODILY INJURY (Per accident) \$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							Medical payments \$ 5,000	
	✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE \$ 4,000,000	
В	EXCESS LIAB CLAIMS-MADE		BE 020434827	BE 020434827	05/20/2020	07/14/2021	AGGREGATE \$ 4,000,000	
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						➤ PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EYECLITIVE	N/A	,,	WWC3484266	07/14/2020	020 07/14/2021	E.L. EACH ACCIDENT \$ 1,000,000	
`	(Mandatory in NH)	,			0.71.1,2020		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	Inland Marine				·		Limit of Insurance \$1,662,756	
D	mana wame			45468715	07/28/2020	07/14/2021		

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

Bid 12505-613.

City of Fort Lauderdale is listed as Additional Insured with respects to the General Liability. Waiver of Subrogation is in favor of City of Fort Lauderdale in regards to the Workers Compensation policy.

CERTIFICATE	E HOLDER		CANCELLATION
	City of Fort Lauderdale		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	100 IV. / Widiews / Wellac		AUTHORIZED REPRESENTATIVE
1	Fort Lauderdale	FL 33301	EJ P

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Project Name: annual construction of general stormwater infrastructure

Solicitation No: ITB No. 12504-613

Tuesday, April 15th, 2021 at 2:00pm

CITY OF FORT LAUDERDALE
101 NE 3rd Avenue, Suite 1410
Fort Lauderdale, FL 33301-1016

Bidder's Name: THE STOUT GROUP, LLC

Bidder's Address: 10850 NW 138 ST, Bay # 3

Hialeah Gardens, FL 33018

Bidder's Telephone No: 786-452-1481

CITY OF FORT LAUDERDALE CONTRACT AND SPECIFICATIONS PACKAGE

BID NO. 12504-613

PROJECT NO. 12220

ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE



RARES V. PETRICA SENIOR PROJECT MANAGER

MAUREEN LEWIS, MBA, CPPB SENIOR PROCUREMENT SPECIALIST

Telephone: (954) 828-5239 E-mail: maureenl@fortlauderdale.gov

pp3**746**



April 15, 2021

CITY OF FORT LAUDERDALE 101 NE 3rd Avenue, Suite 1410 Fort Lauderdale, FL 33301-1016

RE: Contract Name: ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE

Project Number: ITB No. 12504-613

Letter of Intent

To Whom It May Concern,

Jose M Sanchez III, better known as Joey, has been the Managing Member/Chief Estimator/Sr. Project Manager of The Stout Group, LLC (Stout), an Engineering Construction Firm he started with his partner Yvette Zuluaga since May of 2012.

Stout is Certified by Miami-Dade County (County) as a Minority and Women-Owned business (MBE/WBE), Small Business Enterprise (SBE) and by the Florida Department of Transportation (FDOT) as a Disadvantaged Business Enterprise (DBE).

Since its inception, Stout's original scope of operations consisted primarily of Drainage and highway Construction. The company has worked for a vast array of clients. Stout is working as the Prime Contractor on Florida Department of Transportation (FDOT) projects. Other past clients are: Miami-Dade County Public Works, Miami Dade Water and Sewer Department, Miami Dade Transit, City of Hialeah Streets Department, City of Florida City, City of North Miami Beach, City of Miami Beach Capital Improvements, City of Hollywood Public Works, Town of Miami Lakes, City of Doral, City of Miramar, City of Miami Capital Improvements, Florida Keys Aqueduct Authority, City of South Miami, City of Plantation, Florida Department of Environmental Protection, Army Corp of Engineers, City of Opa-Locka, Port Miami, Miami International Airport, Opa-Locka Airport, Tamiami Executive Airport, Miami Dade Expressway Authority, and Town of Medley. STOUT performs work for most municipalities in South Florida

Stout has a vast experience in the construction industry providing the following services for both governmental and private entities:

- Underground Construction Services (Duct Bank, Water, Sanitary Sewer, Watermain, Force main and Storm drainage)
- Earthwork Construction (Excavation, embankment, Rough and Finish Grading)
- Roadway \ Paving Construction (Concrete flat work paving (Sidewalks, driveways, curb& gutters, concrete slabs), Asphalt Paving (Structural coarse, friction coarse, patch work, Mainline, parking lots))
- General Engineering Consulting (Value engineering services, design consulting, constructability review, survey\layout services)

UNDERGROUND | SITEWORK | EARTHWORKS | PAVING

10850 NW 138th Street, Bay #3 - Hialeah Gardens, FL 33018 - O: 786.452.1481 - F: 305.397.2311



Our commitment is to serve our clients we the highest level of standards and integrity including working safety, on time with quality and in budget. Using safety equipment is mandatory. We perform work the most organized way possible to be able to save time. We like to finish work at the expected time specified in contracts. We make sure every task is performed the most professional way to ensure that our finished product is of the highest quality. Also, we like to work with the promised budget, that is why use our organizational skills to save money on unneeded materials, or doing work double.

Stout thanks you for the opportunity to present its experience, capacity, qualifications and commitment.

Sincerely,

The Stout Group, LLC

Joey Sanchez

Manager

UNDERGROUND | SITEWORK | EARTHWORKS | PAVING

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form <u>must be completed and returned</u> with your bid package.

Name of Firm:	The Stout Group, LLC				
Address of Firm:	10850 NW 138 ST Bay # 3, Hialeah Gardens, FL 33018				
Telephone Number:	786.452.1481				
Name of Person Completing Form:	Jose Maria Sanchez III				
Title:	Manager				
Signature:					
Date:	04/09/2021				
City Project Number:	12504-613				
City Project Description:	Annual Construction of General Stormwater Infrastructure				
Please check the item(s) which properly	y identify the status of your firm:				
Our firm is not a MBE or WBE.					
Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.					
☐ American Indian ☐ Asian	☐ Black ☑ Hispanic				
Our firm is a WBE, as at least 51	percent is owned and operated by one or more women.				
American Indian Asian	□ Black ≅ Hispanic				

MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

List Previous City of Fort Lauderdale Contracts None
Number of Employees in your firm 29Percent (6 %) WomenPercent (100 %) Minorities
Job Classifications of Women and Minorities SBE-G&S / SEB-Con DBE
Use of minority and/or women subcontractors on past projects. Yes
Nature of the work subcontracted to minority and/or women-owned firms. Signal, drainage
How are subcontractors notified of available opportunities with your firm? We will contact the subcontractor

4/27/2021

Exhibit 3

Page 94 of 339

Anticipated amount to be subcontracted on this project.

Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.

Per contract requirements

1

11

Page 95 of 339

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:			
Firm Name: The Stout Group, LLC			
President Yvette Zuluaga			
Business Address:			
10850 NW 138th Street - Bay #3 Hialeah Gardens, FL 33018			
Tildlean Galdens, FE 33016	//		
Telephone: 786-452-1481		F	ax:
10.0pmono. 700-402-1401			305-397-2311
E-Mail Address:			
jsanchez@thestoutgroup.com			
Jean-en-guinestos (group, com			
What was the last project of this nature whic value.	h you completed?	Include the year, des	cription, and contract
FDOT-Hollywood Blvd- Mackendy Philippi-954-	-958-7693		
-\$3,049,774.59 - 2020	//		
The following are named as three corporation have performed work similar to that required references (include addresses, telephone in description, and contract value. FDOT-Rock Island-Alejandro Pina- 954-958-76 FDOT-Campbell Dr-Horizon Constructors, Inc-E	d by this contract, ar numbers and e-mail 629-\$1,247,199-2021	nd which the City ma addresses). Include	ay contact as your
FDOT-Hollywood Blvd- Mackendy Philippi-954-			
1 DOT FIGHT WOOD DIVE WEEKENDY FINISPI-334	-930-7093- 4 3,77-	1.59 - 2020	
How many years has your organization beer	n in business? 9	years	
Have you ever failed to complete work awar	ded to you; if so, wh	nere and why?	
The name of the qualifying agent for the firm	n and his position is:	Jose Maria Sanche	z III - Manager
Certificate of Competency Number of Qualify	ying Agent: CGC	1507974 / CUC122402	2
Effective Date: 9-1-2002 Expirati	ion Date: 8-31-20	022	
Licensed in: Miami Dade/ Florida	Engineering	Contractor's License	# E1400317
(County/State)			
Expiration Date: 9-30-2021			

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1.	Have you personally inspected the proposed work and have you a complete plan for its performance? Yes
2.	Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
a)	No
b)	
c)	
d)	
e)	
f)	
g)	
3.	What equipment do you own that is available for the work?
	The Stout Group, LLC owns all equipment needed to perform the work including: Excavators, Loaders, Dump Trucks, Rollers, buildozers, motor graders and Asphalt Pavers.
4.	What equipment will you purchase for the proposed work? None
	//
5.	What equipment will you rent for the proposed work? None

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. Sloping / Shoring	LF	1000	\$ 1.00	\$ 1000.00
В.			\$	\$
C			\$	\$
D			\$	\$

Total: \$ 1000.00

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: 04/15/2021

(SIGN

STATE OF:

15

Florida

COUNTY OF: Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jose Maria Sanchez III

(Name of Individual Signing)

Jose Maria Sanchez III

day of

who, after first being duly sworn by me,

Jose Maria Sanchez III

April

affixed his/her signature in the space provided above on this

20 21

MY COMMISSION # GG173146 EXPIRES: January 07, 2022

My Commission Expires: 01/07/2022

CAMM #22-0579

Exhibit 3

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>	
In the event the vendor does not indicate a relationships exist.	ny names, the City shall interpret this to mean that the	e vendor has indicated that no such
Authorized Signature	<u>Manager</u> Title	
Jose Maria Sanchez III	04-15-2021	
Name (Printed)	Date	

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(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").
- 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

Jose Maria Sanchez III - Manager

Print Name and Title

04/15/2021 Date

4/2/2021 1:14 PM

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	
The Stout Group, LLC	
Company Name	
Jose Maria Sanchez III	
Name (Printed)	Signature
04/15/2021	Manager
Date	Title

CONSTRUCTION BID CERTIFICATION

<u>Please Note:</u> 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/). The Stout Group, LLC Company: (Legal Registration) Address: 10850 NW 138 ST Bay 3 Hialeah Gardens State: 33018 Telephone No.: 786.452.1481 FAX No.: 305.397.2311 Email: jsanchez@thestoutgroup.com Check box if your firm qualifies for MBE / SBE / WBE: If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. Yvette Zuluaga President Name Title Jose Maria Sanchez III Vice-President Name Name Title ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal: Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued #1 03/16/2021 #3 04/14/2021 #2 04/02/2021 VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button. N/A 11 The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation. Submitted by: Jose Maria Sanchez III Name (printed) 04/15/2021 Manager Date Title



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

BID NO. 12504-613 ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE (P12220)

ADDENDUM NO. 1

ISSUED: March 16, 2021

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.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

Required Licenses/Certifications:

Maureon Rowis, MOBA, 62208

Possession of a State of Florida General Contractor (GC) License $\overline{\text{OR}}$ an Underground Contractor's License is required for this Project.

All other terms, conditions, and specifications remain unchanged.

Senior Procurement Specialist		
Company Name:	The Stout Group, LLC	
, , _	(please print)	
Bidder's Signature:		
Date: 04/15/	/2021	

12504-613



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

BID NO. 12504-613 ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE (P12220)

ADDENDUM NO. 2

ISSUED: April 2, 2021

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.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

(1.) The following is added to SPECIAL CONDITIONS item 09. BID ALLOWANCE

Pass-Thru Allowance Item for (Landscape, Irrigation, Unforeseen Underground Conditions, Miscellaneous Structures/Materials, Specialized Construction Activities and Permit Allowances)

Description

This item includes full compensation for the miscellaneous labor and materials outlined above, which was not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all permits or testing needed to complete this work

Overall Description of the Pass-thru allowances

The purpose of the Pass-thru allowance item listed above is to provide a means of covering the direct cost of the Contractor <u>for any items not contained</u> within the contract documents. Pass-thru items include construction activities for irrigation system and landscaping; unforeseen underground condition; parts, materials, and miscellaneous items; specialized construction activities; and permit fees.

The City Project Manager or his designee must approve use of Pass-thru items. The City reserves the opinion to purchase and furnish materials or services if the



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

City determines that the prices submitted by the Contractor are not fair and reasonable.

The Contractor is not allowed to markup cost of the Pass-thru items. Copy of the Contractor's invoices for materials and services from the supplier(s) or subcontractor(s) will be required before invoice approval.

In cases where the Contractor manufactures its own parts or directly provide the required service, it will charge the City a price within a competitive range. The City reserves the right to request verification or additional quotes.

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the City Project Manager or his designee to identify if any City contracts can be utilized for the required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-thru" shall be the lowest of the provided quotes, subject to approval of the City Project Manager or his designee. Parts provided by the subcontractor(s) must also be on a "Pass-Thru" basis.

The calculated cost for the Pass-through allowances will be \$500,000.00 for the first 2 year contract, and \$250,000 for each additional 1-year renewals.

(2). The following lines Items are deleted from the bid

12504-61301-258	PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE
12504-61301-259	PASS-THRU UNFORSEEN UNDERGROUND CONDITIONS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE
12504-61301-260	PASS-THRU PARTS, STRUCTURES, MATERIALS, AND MISCELLANEOUS ITEMS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
12504-61301-261	PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
12504-61301-262	PASS-THRU PERMIT ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

(3). Bid Due Date Extension

The Bid Due date has been extended to April 15th, 2021 2:00 EDT



Sames Hemphill

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

All other terms, conditions, and specifications remain unchanged.

Assista	nt Manager	Procurement and Contracts
Compa	ny Name:	The Stout Group, LLC
•		(please print)
Bidder's	s Signature:	
Date:	04/15/2021	



RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 KEVIN J. THIBAULT, P.E. SECRETARY

5/4/2020

THE STOUT GROUP LLC 10850 NW 138TH STREET MIAMI, FLORIDA 33018

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due <u>4/30/2021</u>.

In accordance with S.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, LIFT STATION, UNDERGROUND UTILITIES - WATER AND SEWER

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan D. Autry, Manager

Contracts Administration Office

AA:aa

Halsey Beshears, Secretary

d Florida Company

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

THE STOUT GROUP, LLC 10850 NW 138TH STREET BAY #3 HIALEAH GARDENS FL 33018

LICENSE NUMBER: CUC1224022

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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CAMM #22-0579

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

THE STOUT GROUP, LLC 10850 NW 138TH STREET BAY #3 HIALEAH GARDENS FL 33018

LICENSE NUMBER: CGC1507974

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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CAMM #22-0579



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

10850 NW 138 STREET
BAY #3
HIALEAH GARDENS FL 33018

LICENSE NUMBER: PE67764

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



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CAMM #22-0579

JOSE M. SANCHEZ III, P.E.

Jose M Sanchez III, better known as Joey, since young age started working at his father's company Horizon Contractors, Inc. His hard work has allowed him to promote his way up from the unofficial ranks of unskilled laborer, skilled laborer, heavy equipment operator, surveyor's rod man, surveyor party chief, foreman and superintendent. He has performed every field job within the Engineering Contracting genre.

From 2000 to 2012, he worked his way up from the official positions of Assistant Project Manager, Project Engineer and Vice President. During this time, not only did he move up the ranks within his father's company, but he also completed his curriculum in FIU and graduated with a Bachelor of Science in Civil Engineering (2003).

Once Joey received his degree from FIU, he did not stop there. He then obtained the following licensures:

- Florida Professional Engineering License (PE)
- Florida Certified General Contractor License (CGC)
- Florida Certified Underground Contractors License (CUC)
- Florida Certified Home Inspector License
- Miami Dade County Engineering Contractors License
- Broward County Engineering Contractors License.

Along with these licensures, Joey has obtained many State Contracting Certifications allowing him to perform various specialized scopes within state projects.

In the Spring of 2012, The Stout Group was created. Joey has been the Managing Member/ Chief Estimator/Sr. Project Manager. Joey has a vast knowledge of all aspects of underground and highway projects.

EXPERTISE

Over 25 years of experience in the following types of projects:

- Water/Sewer Installation
- Watermain Installation
- Force Main/ Pump Stations
- Highway Construction
- Street Lighting Construction

- Drainage Installation
- Bridge Deck and Pilling Install
- Structural Work
- Asphalt and Concrete Paving
- Signalization Construction

Joey has worked on many of projects from beginning to end. Please see attached a list of other sample projects relative to this bid.



Experience

To Whom It May Concern,

Please find below (6) completed projects and (2) ongoing project within the last five (5) years, in which The Stout Group, LLC with Jose Maria Sanchez III (Joey)) as the Project Manager, provided Florida cities, counties or other Florida governmental agencies similar services to that of the aforementioned bid.

A. COMPLETED PROJECTS

1. Florida Department of Transportation - T4534 - Rock Island Rd

a. Owner Name: Florida Department of Transportation - Prime: Horizon Contractors, Inc

Contact Name: Alejandro Pina - S.E.T Project Administrator

Telephone Number: 954-958-7629

Email Address: Alejandro.pina@dot.state.fl.us Project Address: Rock Island Rd, Coral Springs

b. Narrative:

On the aforementioned project, The Stout Group, LLC is performing various scopes within the project limits of Rock island Rd. The scopes included roadway widening, concrete curb and gutter, concrete sidewalks, landscaping, milling and resurfacing, and striping.

- c. Contract Amount: \$ 1,247,199
- d. Expected final acceptance 03-19-2021



2. Florida Department of Transportation-T6450 - Campbell Dr - Horizon Contractors, Inc.

a. Owner Name: Florida Department of Transportation - Prime: Horizon Contractors, Inc

Contact Name: Bernon Artola - Project Administrator

Telephone Number: 786-367-4674

Email Address: bartola@cgasolutions.com

Project Address: SW 336 St/ Davis Pkwy/ US-1 / Campbell Dr.

b. Narrative:

On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits of Campbell Drive. The scopes self-performed included the removal and replacement of a live lift station, removal and replacement of a live sanitary sewer and the installation of drainage

c. Contract Amount: \$ 16.3 Millions

d. Completion Date: 03, 2021

3. Florida Department of Transportation-T4509 - Hollywood Blvd

a. Owner Name: Florida Department of Transportation - Prime: The Stout Group, LLC Contact Name: Mackendy (Mack) Philippi - Construction Project Administrator II

Telephone Number: (954) 958-7693

Email Address: Mackendy.philippi@dot.state.fl.us
Project Address: City of Hollywood - Broward County

b. Narrative:

On the aforementioned project, The Stout Group, LLC self performed various scopes of work including drainage and water main installation along the project corridor, roadway restoration, concrete curb and gutter, concrete sidewalks, regrade swale, milling and resurfacing and striping.

c. Contract Amount: \$3,049,774.59

d. Completion Date: December 03, 2020



4.. Florida Department of Transportation - T6401-Biscayne Blvd Roadway Improvements

a. Owner Name: Florida Department of Transportation - Prime : The Stout Group, LLC

Contact Name: Jonathan Fundora. - Construction Senior Project Manager

Telephone Number: 305-962-3653

Email Address: Jonathan.fundora@dot.state.fl.us

Project Address: SR 5SR 5 (SE 2nd Ave.) and SR 5 (US 1/Biscayne Blvd.)

b. Narrative:

On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits of Biscayne Blvd. The scopes self performed included were major drainage upgrades along the project corridor, water main upgrades, and sewer main upgrades. The sewer main upgrades included bypassing sewer mains. Full reconstruction of the roadway, concrete curb and gutter, concrete sidewalks, paver sidewalks, lighting upgrades, full intersection signalization installation, pedestrian signalization upgrades, milling and resurfacing, striping, and guardrail installation.

c. Contract Amount: \$5.7 Milliond. Completion Date: May 03, 2019

5. Florida Department of Transportation - T6391 - LeJeune Rd & Alhambra Circle

a. Owner Name: Florida Department of Transportation - Prime : The Stout Group, LLC

Contact Name: Jonathan FFundora. - Construction Senior Project Manager

Telephone Number: 305-962-3653

Email Address: Jonathan.fundora@dot.state.fl.us Project Address: SR 953 (LeJeune Rd./SW 42nd Ave.)

b. Narrative:

On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits. The scopes performed were drainage upgrades, roadway widening, concrete curb and gutter, concrete sidewalks, lighting upgrades, full intersection signalization installation, pedestrian signalization upgrades, Landscaping, Irrigation, ADA upgrades, milling and resurfacing, and striping.

c. Contract Amount \$ 1.1 Million

d. Completion Date: May 21, 2017



6. Miami Dade County – 20150217 – Drainage Improvements Project Multiple Sites

a. Contact Person: Felipe Monteagudo
Telephone Number: 305-323-8192

Email Address: felipe.monteagudo@miamidade.gov

- b. On the aforementioned project, The Stout Group, LLC performed various scopes within the project limits. The scopes performed were major drainage upgrades, roadway restoration, concrete curb and gutter restoration, concrete sidewalks restoration, milling and resurfacing and striping.
- c. The Contract Duration was 480 Calendar Days
- d. The Total Dollar Amount of the contract was \$1.5 Million

B. OTHER SAMPLE PROJECTS

Please see attached a list of other sample projects relative to this bid.

If further information is needed, please do not hesitate in contacting us.

Sincerely,

The Stout Group, LLC Joey Sanchez, P.E.

Manager



ONGOING Contracts

To Whom It May Concern:

Please find below (2) contracts in which The Stout Group, LLC is working:

1. Florida Department of Transportation – E6L97- District-wide Drainage Push Button Contract

Contact Person: Lazaro Mesa Telephone Number: (305-401-1438

Email Address: lazaro.mesa@dot.state.fl.us

Contract amount: \$1,000,000.00 Completion Date \$1,000,000.20

2. Florida Keys Aqueduct Authority Project No 2356-20 - Burton Dr.- US-1 Dist System Upgrade WM Realignment

Contact Person: Keith McMahon Telephone Number: 305-783-8513

Email Address: kmcmahon@fkaa.com

Contract amount: \$517,006.60 Completion Date March 30-2021

If further information is needed, please do not hesitate in contacting us.

Sincerely, The Stout Group, LLC Joey Sanchez, P.E. Manager

Sample Projects

(Completed)

Project Number: 0	001
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Project Name:	I-595 to Turnpike Northbound Ramp – T7 Ramp
Owner:	Florida Department of Transportation
Contractor:	Maytin Engineering Corp.
Contact:	Roly Maytin, PE
Address:	13900 NW 112 th Ave
	Hialeah Gardens, FL 33018
Phone:	305-827-4545
Fax:	305-827-4547

Completed: March 2014 Contract Amount: \$495,000

Contract Scope:

Excava	ation	3500	CY
Embar	nkment	18,00	0 CY
Limer	ock (Finish Grade)	12,00	0 SY
Solid Pipe (Various Diameters) 7			LF
Drainage Structure			EA
Aspha	lt		
0	Traffic Level D (PG 76-22)	420	TN
0	FC-9.5	80	TN
	Embar Limero Solid F Draina Aspha	Drainage Structure Asphalt O Traffic Level D (PG 76-22)	Embankment 18,00 Limerock (Finish Grade) 12,00 Solid Pipe (Various Diameters) 750 Drainage Structure 10 Asphalt o Traffic Level D (PG 76-22) 420

Pro	ject	Num	<u>ber:</u>	002

Project Name:	Phase VI – Storm Water Imp	provem	ents	
Owner:	Village of El Portal			
Contractor:	Horizon Contractors, Inc.			
Contact:	Xavier Salvat, PE			
Address:	8175 West 32 nd Ave – Suite	2		
	Hialeah, FL 33018			
Phone:	305-828-2050			
Fax:	305-820-0905			
Completed:	April 2014			
Contract Amount:	\$35,000			
Contract Scope:				
■ Solid	Pipe (Various Diameters)	190	LF	
■ Draina	age Structure	2	EA	
Aspha	ılt			

40

 TN

o Traffic Level C

Project Number: 003

Project Name: T6207 - SR-5 – Overseas Highway (MM 93 – 97)

Owner: Village of El Portal

Contractor: Horizon Contractors, Inc.

Contact: Xavier Salvat, PE

Address: 8175 West 32nd Ave – Suite 2

Hialeah, FL 33018

Phone: 305-828-2050 Fax: 305-820-0905

Completed: May 2014 Contract Amount: \$29,000

Contract Scope:

■ Finish Grade 17,695 SY

Project Number: 004

Project Name: E6H34 - SR-5 – Overseas Highway (MM 85 – 84)

Owner: Florida Department of Transportation

Contractor: Horizon Contractors, Inc.

Contact: Xavier Salvat, PE

Address: 8175 West 32nd Ave – Suite 2

Hialeah, FL 33018

Phone: 305-828-2050 Fax: 305-820-0905

Completed: March 2015 Contract Amount: \$650,000

Contract Scope:

Solid Pipe (Various Diameters)
 French Drain 24"
 Drainage Structures
 1900 LF
 680 LF
 18 EA

Project Number: 005

Project Name: The Bond – Duct Bank
Owner: 1080 Brickell Development

Owner: 1080 Brickell Development
Contractor: ION Electric, LLC

Contact: Jack Higgins

Address: 2001 N. Andrews Avenue

Pompano Beach, FL 33069

Phone: 954-434-7432 Fax: 954-857-6687

Completed: August 2014
Contract Amount: \$20,000

Contract Scope:

• 6" 15 Way Primary Duct Bank 120 LF

Project Number: 006		
Project Name:	T6314 – Marathon Key -	SR-5 – Overseas Highway (MM 47 – 48)
Owner:	Florida Department of Tr	ransportation
Contractor:	Horizon Contractors, Inc.	
Contact:	Xavier Salvat, PE	
Address:	8175 West 32 nd Ave – Su	ite 2
	Hialeah, FL 33018	
Phone:	305-828-2050	
Fax:	305-820-0905	
Completed:	February 2015	
Contract Amount:	\$377,000	
Contract Scope:		
■ Excava	ation	839 CY
■ Emba	nkment	2,946 CY
■ Limer	ock (Finish Grade)	6,749 SY
■ Rip Ra	ıp	150 CY
- Gradiı	ng	13,786 SY
		•

Project Number: 007			
Project Name:	E6I00 - SE 26 th Rd		
Owner:	Florida Department of Trans	sportati	ion
Contractor:	The Stout Group, LLC (Prime	2)	
Contact:	Joey Sanchez, PE		
Address:	10850 NW 138 th Street – Ba	y 3	
	Hialeah Gardens, FL 33018		
Phone:	305-216-8406		
Fax:	305-397-2311		
Completed:	March 2015		
Contract Amount:	\$95,480		
Contract Scope:			
Sidew	alk	159	SY
Aspha	lt		
0	Traffic Level C – 12.5	42	TN
0	FC-9.5 (PG76-22) (ARB)	30	TN

Project Number: 008	
Project Name:	T6333 – NW 74 th Street and 72 nd Ave Intersection
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE

Address: 10850 NW 138th Street – Bay 3

Hialeah Gardens, FL 33018

Phone: 305-216-8406 Fax: 305-397-2311

Completed: April 2015 Contract Amount: \$154,744

Contract Scope:

Sidewalk 80 SYCurb and Gutter 123 LF

Asphalt

o FC-9.5 (PG76-22) (ARB) 153 TN

Project Number: 009	
Project Name:	PAMM Footing Installation
Owner:	Perez Art Museum Miami (PAMM)
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138 th Street – Bay 3
	Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	January 2015
Contract Amount:	\$29,200
Contract Scope:	

Class I -	 Structural 	Concrete	50	CY

Project Number: 010	
Project Name:	Building 6 – Asphalt Improvements
Owner:	Broward Community College
Contractor:	Thornton Construction Company
Contact:	Frank Gunn
Address:	4300 Biscayne Blvd #207
	Miami, FL 33137
Phone:	305-649-1995
Fax:	305-649-1295
Completed:	January 2015
Contract Amount:	\$237,750
Contract Scope:	
■ As	phalt
	o Traffic Level C – 9.6 60 TN

Project Name:	T4386 – SRA1A / Ocean Drive
Owner:	Florida Department of Transportation
Contractor:	ION Electric
Contact:	Jack Higgins
Address:	2001 N. Andrews Avenue
	Pompano Beach, FL 33069
Phone:	954-434-7432
Fax:	954-857-6687
Completed:	July 2015
Contract Amount:	\$51,200

Contract Scope:

Structural Concrete (Pile Caps)

40 CY

Project Number: 013	
Project Name:	E6J26 – R0 – Districtwide Asphalt Maintenance
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138 th Street – Bay 3
	Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2015
Contract Amount:	\$250,000
Contract Cooper	

Contract Scope:

Asphalt

o FC-12.5 (PG76-22)

625 TN

Project Number: 014	
Project Name:	Saxony Beach Walk
Owner:	The Saxony Development
Contractor:	ValleyCrest Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Drive
	Homestead, FL 33033
Phone:	305-258-8011
Fax:	305-258-0809
Completed:	August 2015
Contract Amount:	\$295,000
Contract Scope:	

DemolitionLimerock (Finish Grade)2,722 SY

Number: 015			
Project Name:	T6393 – Krome Ave (450+00 – 49		
Owner:	Florida Department of Transport	ation	
Contractor:	Horizon Contractors, Inc.		
Contact:	Xavier Salvat, PE		
Address:	8175 West 32 nd Ave		
	Hialeah, FL 33018		
Phone:	305-345-7816		
Fax:	305-820-0905		
Completed:	Scheduled for December 2016		
Contract Amount:	\$2,655,311		
Contract Scope:			
Clear	ing and Grubbing	1	LS
Regu	lar Excavation	3,805	CY
■ Subs	oil Excavation	52,475	CY
■ Emba	ankment	133,077	CY
■ Prepa	ared Soil Layer	60,978	SY
Optic	onal Base, Base Group 02	7,622	SY
Optic	onal Base, Base Group 10	26,133	SY
Number: 016 Project Name:	Opalocka Airport Interior Service	Road	
	•	Road	
Project Name:	Miami Dade Airport Department	Road	
Project Name: Owner: Contractor:	Miami Dade Airport Department Horizon Contractors, Inc.	Road	
Project Name: Owner:	Miami Dade Airport Department	Road	
Project Name: Owner: Contractor: Contact:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE	Road	
Project Name: Owner: Contractor: Contact:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave	Road	
Project Name: Owner: Contractor: Contact: Address:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018	Road	
Project Name: Owner: Contractor: Contact: Address: Phone: Fax:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905	Road	
Project Name: Owner: Contractor: Contact: Address: Phone:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016	Road	
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905	Road	
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016	Road	ACRE
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope: Clear	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555	17	ACRE SY
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope: Clear Demo	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555		
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555 ring and Grubbing olition of Bituminous Pavement ite Excavation	17 1,600 30,500	SY
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555 ring and Grubbing olition of Bituminous Pavement	17 1,600	SY CY
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555 ring and Grubbing olition of Bituminous Pavement ite Excavation f Rolling	17 1,600 30,500 34,700	SY CY SY
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555 Fing and Grubbing olition of Bituminous Pavement ite Excavation f Rolling Thick Stabilization Subgrade	17 1,600 30,500 34,700 29,471	SY CY SY SY
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope:	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555 Fing and Grubbing colition of Bituminous Pavement ite Excavation f Rolling Thick Stabilization Subgrade hick Limerock Base Course	17 1,600 30,500 34,700 29,471 33,300	SY CY SY SY SY
Project Name: Owner: Contractor: Contact: Address: Phone: Fax: Completed: Contract Amount: Contract Scope: Clear Demo On-Si Proof 12" T 9" Th 24" R	Miami Dade Airport Department Horizon Contractors, Inc. Xavier Salvat, PE 8175 West 32 nd Ave Hialeah, FL 33018 305-345-7816 305-820-0905 January 2016 \$960,555 Fing and Grubbing colition of Bituminous Pavement ite Excavation f Rolling Thick Stabilization Subgrade nick Limerock Base Course RCP Class V (Cross Drain)	17 1,600 30,500 34,700 29,471 33,300 430	SY CY SY SY SY LF

Project Name:	Tamiami Canal Bridge Replacement			
Owner:	Miami Dade County Public Works and Waste Management			
Contractor:	Archer Western			
Contact:	Dhaval Gandhi			
Address:	3201 NW 24 th Street Road			
	Miami, FL 33142			
Phone:	786-804-6252			
Completed:	Scheduled to Complete February 2018			
Contract Amount:	\$ 932,749			
Contract Scope:				
■ F&I F	PERMANENT SAMPLE POINTS	2.0	E	
CON	NECT TO EXISTING WM (20.0 - 49.9")	1.0	E	
ARV	ASSEMBLIES	2.0	E	
■ F&I F	OLYETHYLENE ENCASEMENT	200.0	LF	
■ F&I7	APPING SLEEVE (20.0 - 49.9")	1.0	E	
■ S&D	FIRE HYDRANT ASSSEMBLIES	2.0	E	
■ S&D	DIP (6 - 7.9") VALVE & FITTINGS	70.0	LI	
■ S&D	DIP (8 - 9.9") VALVE & FITTINGS	120.0	LI	
FURI	NSH DIP (20 - 49.9") & FITTINGS	200.0	LI	
■ FURI	NISH MJ RSGV (20.0 - 49.9")	1.0	E	
INST.	ALL FIRE HYDRANT ASSEMBLIES	2.0	E	
INST.	ALL DIP (6 - 7.9") VALVE & FITTINGS	70.0	LF	
INST.	ALL DIP (8 - 9.9") VALVE & FITTINGS	120.0	LF	
INST.	ALL DIP (20 - 49.9") & FITTINGS	200.0	LF	
INST.	ALL MJ RSGV (20.0 - 49.9")	1.0	E	
INLE	ΓS (CURB)(TYPE P-1) <10'	1.0	E	
	ΓS (CURB)(TYPE P-5) <10'	3.0	E	
INLE	ΓS (CURB)(TYPE P-5) >10'	3.0	E	
	ΓS (CURB)(TYPE F) <10'	4.0	E	
	HOLES (TYPE P-7)(PARTIAL)	4.0	E	
	HOLES, P-8, <10'	1.0	E	
	HOLES, P-8, >10'	3.0	E	
	HOLES, J-8, <10'	1.0	E	
	HOLES, J-8, >10'	1.0	E	
	IST MANHOLE	4.0	E	
	IST MANHOLE (UTILITIES)	3.0	E	
	IST VALVE BOX (MDC ONLY)	9.0	E	
	CULVERT - 18"	364.0	LI	
	CULVERT - 24"	216.0	LF	
■ DIDE	CULVERT - 24" (ELLIPTICAL\OTHER)	19.0	LF	

•	FRENCH DRAIN 24"	647.0	LF
•	REMOVAL OF EXISTING PAVEMENT	100.0	SY
•	REGULAR EXCAVATION	1,100.0	CY
•	SUBSOIL EXCAVATION	3,597.0	CY
•	CHANNEL EXCAVATION	4,408.0	CY
•	EMBANKMENT	7,026.5	CY
•	REINFORCEMENT GRID	2,083.0	SY
•	TYPE "B" STABILIZATION (12" THICK)	6,419.0	SY
•	OPTIONAL BASE, BASE GROUP 06	6,484.0	SY
•	TURNOUT CONSTRUCTION	440.0	SY
•	SP ASPHALTIC CONCRETE (TRAFFIC C)	17.4	TN

Project Number: 018					
Project Name:	T6396 – Krome Ave (54+21 – 10	9+00)			
Owner:	Florida Department of Transpor	tation			
Contractor:	Horizon Contractors, Inc.				
Contact:	Xavier Salvat, PE				
Address:	8175 West 32 nd Ave				
	Hialeah, FL 33018				
Phone:	305-345-7816				
Fax:	305-820-0905				
Completed:	Scheduled for December 2016				
Contract Amount:	\$3,489,368				
Contract Scope:					
Clearing	ng and Grubbing	1	LS		
Regula	ar Excavation	3,837	CY		
Subsoi	il Excavation	73,025	CY		
■ Embar	nkment	174,449	CY		
■ Type E	3 Stabilization	54,596	SY		
Prepar	red Soil Layer	69,630	SY		
Optior	nal Base, Base Group 02	9,131	SY		
Optior	nal Base, Base Group 10	30,018	SY		

Project Number: 019	
Project Name:	Miscellaneous Drainage Repairs
Owner:	Interstate Screw Corp.
Owner:	Interstate Screw Corp.
Contact:	Dominick Menendez
Address:	475 West 18 th Street
	Hialeah, FL 33010
Phone:	305-888-8700
Fax:	305-888-7081
Completed:	Scheduled for December 2016

Contract Amount: \$4,375.00

Contract Scope:

Miscellaneous Drainage Repairs1LS

Project Number: 020			
Project Name:	Shenandoah Middle School Re	novation	
Owner:	Miami Dade County Public Sch	ools	
Contractor:	Thornton Construction Compa	ny, Inc.	
Contact:	Dan Sheehy		
Address:	4300 Biscayne Blvd		
	Suite 207		
	Miami, FL 33137		
Phone:	305-649-1995		
Fax:	305-649-1295		
Completed:	April 2016		
Contract Amount:	\$11,500.00		
Contract Scope:			
■ Limero	ock Base	1	LS
Super	pave - Traffic Level C – 9.5	1	LS

Project Number: 021					
Project Name:	Emergency Asphalt Repair at the Downtown Mover (TPSS)				
Owner:	Miami Dade Transit				
Contact:	Nury Perez				
Address:	6601 NW 72 nd Ave				
	Miami, FL 33166				
Phone:	305-884-7578				
Fax:	305-884-7538				
Completed:	January 2016				
Contract Amount:	\$9,850.00				
Contract Scope:					
Aspha	alt Repair 1 LS				

Project Number: 02	<u>3</u>
Project Name	e: Drainage Improvements Project Multiple Sites
Owner:	Miami Dade County Public Works Department
Contact:	Felipe Monteagudo
Address:	111 NW 1 st Street
	Suite 1410
	Miami, FL 33128
Phone:	305-323-8192

Complete		Anticipated Comple	tion June 2017		
Contract A	Amount:	\$1,504,737.12			
Contract Scope:					
•	BARRICADES			18600	ED
•		WARNING ARROW PAN	IEL	1050.0	ED
•	Sediment E			600.0	LF
•		ction System		91.0	EA
•		AND GRUBBING		1.0	LS
•	RE-GRADE	EXISTING SWALE		140.0	SY
•	FLOWABLE			28.0	CY
•		XISTING TRENCH WITH	I SELECT FILL	278.0	CY
•	MILLING -	1" Depth		4878.0	SY
•	ROADWAY	PAVEMENT RESTORAT	TON	2524.0	SY
•	INLET PAVI	EMENT		393.0	SY
•	Hot Mix As	phalt, Traffic C, SP-9.5		555.0	TN
•	Driveway F	Pavement-Asphalt		100.0	SY
•	Driveway F	Pavement-Concrete		20.0	SY
•	CLASS I CO	NCRETE		30.0	CY
•	SWALE INL	ET TYPE D-3 (36"Dia.)		37.0	EA
•	SWALE INL	ET TYPE D-3 (36"X36")		17.0	EA
•	SWALE INL	ET TYPE D-1 (17" X 27") (< 10' Deep)	14.0	EA
•	SWALE INL	ET TYPE P-10M		14.0	EA
•	SWALE INL	ET TYPE J-10		1.0	EA
•	POLLUTION	N RETARDANT BAFFLE		3.0	EA
•	MANHOLE	(Type P-7T)		30.0	EA
•	CORE AND	TIE TO EXIST. DRAINAG	SE	9.0	EA
•	MODIFY ST	RUCTURE-		17.0	EA
•	DESILT PIP	E (0 TO 48")		1000.0	LF
•	Desilting D	rainage Structure		12.0	EA
•	Pipe Culve	rt 15" Diameter (Round	d)	1541.0	LF
•	Pipe Culve	rt 18" Diameter (Round	d)	410.0	LF
•	French Dra	in (18" diameter pipe,	10 ft bls)	3445.0	LF
•	French Dra	in (18" diameter pipe,	15 ft bls)	380.0	LF
•	French Dra	in (18" diameter pipe,	20 ft. BLS)	550.0	LF
•	CONCRETE	SIDEWALK [4" THICK,]		463.0	SY
•	CONCRETE	SIDEWALK (6" Thick)		110.0	SY
•	DETECTAB	LE SURFACE		94.0	SF
•	RIP RAP (SA	AND CEMENT)		17.0	CY
•	SODDING-S	St Augustine		12520.0	SY
•	REFLECTIV	E PAVEMENT MARKERS	5	25.0	EA
•	THERMOPI	LASTIC (White) (Solid) (12")	54.0	LF
•	THERMOPI	LASTIC (White) (Solid) (24")	200.0	LF
•		LASTIC (Yellow) (Solid)	•	450.0	LF
		•			

Project Number: 024			
Project Name:	Joseph Caleb Center New Park	ing Garage	
Owner:	Miami Dade County		
Contractor:	ABC Construction, Inc.		
Contact:	Jorge Gonzalez		
Address:	7215 NW 7 th Street		
	Miami, FL 33126		
Phone:	305-663-0322		
Fax:	305-267-2403		
Completed:	April 2017		
Contract Amou	ınt: \$196,514.26		
Contract Scope	2:		
•	Milling Existing Asphalt (1" AVG)	7505	SY
•	Superpave - Traffic Level C – 9.5	489	TN
•	Friction Course - Traffic Level C – 9.5	396	TN

Project Number: 025			
Project Name:	SR 953 – Lejeune Rd from Almeria Ave to Majorca A	lve	
Owner:	Florida Department of Transportation		
Contractor:	The Stout Group, LLC (Prime)		
Contact:	Joey Sanchez, PE		
Address:	10850 NW 138 th Street – Bay 3		
	Hialeah Gardens, FL 33018		
Phone:	305-216-8406		
Fax:	305-397-2311		
Completed:	April 2017		
Contract Amount:	\$1,155,672.82		
Contract Scope:			
 MOBILIZA 	TION	1	LS
MAINTENA	ANCE OF TRAFFIC	1	LS
 TRAFFIC C 	ONTROL OFFICER	456	MH
WORK ZOI	NE SIGN	6650	ED
BARRIER V	VALL, TEMPORARY, F&I, CONCRETE	185	LF
CHANNELI	ZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	5900	ED
CHANNELI	ZING DEVICE, TYPE III, 6'	570	ED
 ARROW B0 	DARD / ADVANCE WARNING ARROW PANEL	440	ED
TEMPORA	RY RETROREFLECTIVE PAVEMENT MARKER	194	EA
PORTABLE	CHANGEABLE MESSAGE SIGN, TEMPORARY	388	ED
TEMPORA	RY SIGNALIZATION AND MAINTENANCE, INTERSECTION	180	ED
TEMPORA	RY TRAFFIC DETECTION AND MAINTENANCE,		
INTERSECT	TION	180	ED

-	INLET PROTECTION SYSTEM	19	EA
•	LITTER REMOVAL	7.08	AC
•	MOWING	1.8	AC
•	MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT		
	MONITORING	1	LS
•	MONITOR EXISTING STRUCTURES- VIBRATION MONITORING	1	LS
•	CLEARING & GRUBBING 43349215201	1	LS
•	DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 43349215201	1	LS
•	REGULAR EXCAVATION (3-R PROJECTS ONLY) 43349215201	1	LS
•	TYPE B STABILIZATION	532	SY
•	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	604	SY
•	OPTIONAL BASE, BASE GROUP 11	478	SY
•	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	4398	SY
•	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	52.6	TN
•	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-		
	22, ARB	402.4	TN
•	INLETS, CURB, TYPE 9, <10'	2	EA
•	INLETS, GUTTER, TYPE S, <10'	1	EA
•	MANHOLES, P-7, <10'	1	EA
•	MANHOLE, ADJUST	10	EA
•	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	49	LF
•	FRENCH DRAIN, 24"	120	LF
•	CONCRETE CURB & GUTTER, TYPE F	880	LF
•	CONCRETE CURB, TYPE D	616	LF
•	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	395	SY
•	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	36	SY
•	DETECTABLE WARNINGS	116	SF
•	PERFORMANCE TURF, SOD	427	SY
•	IRRIGATION SYSTEM REPAIRS 43349215201	1	LS
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.324	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR		
	INTERCHANGE AND URBAN ISLAND, 8"	0.077	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR		
	CROSSWALK AND ROUNDABOUT, 12"	540	LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR		
	DIAGONAL OR CHEVRON, 18"	187	LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR		
	STOP LINE OR CROSSWALK, 24"	190	LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30		
	OR 3-9 SKIP, 6" WIDE	0.015	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED		
	GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	0.013	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE		
	OR SYMBOL	10	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	27	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.585	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR		
	DIAGONAL OR CHEVRON, 18"	28	LF

	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4		
	DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.026	GM
-	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	18	AS
•	SINGLE POST SIGN, RELOCATE	1	AS
•	SINGLE POST SIGN, REMOVE	11	AS
-	SIGN PANEL, RELOCATE, UP TO 12 SF	8	EA
-	DELINEATOR, FLEXIBLE HIGH PERFORMANCE 48"	15	EA
-	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND		
	NOSE	38	SF
	PAINTED PAVEMENT MARKINGS, FINAL SURFACE 43349215201	1	LS
	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK		
	AND ROUNDABOUT	540	LF
	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS		
	AND CHEVRONS	187	LF
-	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE		
	AND CROSSWALK	190	LF
•	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10		
	GAP EXTENSION, 6"	0.013	GM
•	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	3	EA
•	THERMOPLASTIC, STANDARD, WHITE, ARROW	22	EA
•	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL		
	OR CHEVRON	28	LF
•	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-		
	10 DOTTED EXTENSION LINE, 6"	0.026	GM
•	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	7	EA
•	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	5	EA
•	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.324	GM
•	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.077	GM
•	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR		
	3-9 LANE DROP	0.015	GM
•	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.585	GM
•	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT		
	MARKINGS	20	SF
•	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	458	LF
•	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	354	LF
•	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	12	EA
•	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	646	LF
•	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	4765	LF
•	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	6914	LF
•	LUMINAIRE, RELOCATE	30	EA
•	LUMINAIRE, REMOVE	60	EA
•	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	4	EA
•	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1178	LF
•	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH		
	& INSTALL	1	PΙ
•	SIGNAL CABLE, REMOVE- INTERSECTION	1	PΙ
•	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	31	EΑ

12504-613

•	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER		
	PURCHASED BY CONTRACTOR	1	AS
•	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	1	AS
•	ELECTRICAL SERVICE WIRE, REMOVE	195	LF
•	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EΑ
•	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-		
	PEDESTAL/SERVICE POLE	1	EA
•	ALUMINUM SIGNALS POLE, PEDESTAL	4	EA
•	ALUMINUM SIGNALS POLE, REMOVE	2	EA
•	STEEL MAST ARM,F&I, WIND SPEED-150,SINGLE ARM, W/0		
	LUMINAIRE-36	2	EA
•	MAST ARM,F&I, WIND SPEED-150,SINGLE ARM,W/0 LUMINAIRE-46	2	EA
•	MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON		
	ATTACHMENT	4	EA
•	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1		
	WAY	3	AS
•	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION		
	STRAIGHT, 1 WAY	5	AS
•	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1		
	WAY	4	AS
•	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2		
	WAYS	2	AS
•	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	6	EA
•	LOOP ASSEMBLY- F&I, TYPE A	8	AS
•	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	4	EA
•	TRAFFIC CONTROLLER ASSEMBLY, F&I, 170	1	AS
•	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH		
	CABINET	1	AS
•	SYSTEM AUXILIARIES, F&I, MODEM	1	EA
•	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD		
	MOUNT, UP TO 12 SF	4	EA
•	LANDSCAPE COMPLETE- SMALL PLANTS 43349215201	1	LS
•	LANDSCAPE COMPLETE- LARGE PLANTS 43349215201	1	LS
•	VALVE BOXES, ADJUST	7	EA

Project Number: 026

Project Name:	Miami Dade Countywide Drainage Pushbutton
Owner:	Florida Department of Transportation
Contractor:	The Stout Group, LLC (Prime)
Contact:	Joey Sanchez, PE
Address:	10850 NW 138 th Street – Bay 3
	Hialeah Gardens, FL 33018
Phone:	305-216-8406
Fax:	305-397-2311
Completed:	December 2018

Contract Amount: \$848,713.00

Contract Scope:

ict 5	cope:		
•	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINT	ENANC	E
		50	CY
•	TRAFFIC CONTROL OFFICER	300	MH
•	WORK ZONE SIGN	5000	ED
•	BUSINESS SIGN	20	EA
•	BARRIER WALL, TEMPORARY, F&I, CONCRETE	500	LF
•	BARRIER WALL, TEMPORARY, F&I, TYPE K	500	LF
•	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	6000	ED
•	CHANNELIZING DEVICE, TYPE III, 6'	1025	ED
•	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHA	ANNELI	ZING
	DEVICE)	50	ED
•	ARROW BOARD / ADVANCE WARNING ARROW PANEL	275	ED
•	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	50	EA
•	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	5	LO
•	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	100	ED
•	PAVEMENT MARKING REMOVABLE TAPE, WHITE OR BLACK, SO	DLID	
		1163	LF
•	PAVEMENT MARKING REMOVABLE TAPE, YELLOW, SOLID	1513	LF
•	SEDIMENT BARRIER	400	LF
•	FLOATING TURBIDITY BARRIER	250	LF
•	INLET PROTECTION SYSTEM	40	EA
•	LITTER REMOVAL	1	AC
•	MOWING	1	AC
•	REMOVAL OF EXISTING CONCRETE PAVEMENT	200	SY
•	REGULAR EXCAVATION	300	CY
•	BORROW EXCAVATION, TRUCK MEASURE	600	CY
•	LATERAL DITCH EXCAVATION	350	CY
•	SUBSOIL EXCAVATION	200	CY
•	EMBANKMENT	600	CY
•	FLOWABLE FILL	100	CY
•	EXCAVATION FOR STRUCTURES Excavation for Structures and	Pipes	
		200	CY
•	TYPE B STABILIZATION	150	SY
•	OPTIONAL BASE, BASE GROUP 04	10	SY
•	OPTIONAL BASE, BASE GROUP 09	1500	SY
•	OPTIONAL BASE, BASE GROUP 11	1500	SY
•	OPTIONAL BASE, BASE GROUP 13	250	SY
•	MILLING EXIST ASPH PAVT, 1 AVG DEPTH	4000	SY
•	MILLING EXIST ASPH PAVT, 1 1/2 AVG DEPTH	300	SY
•	MILLING EXIST ASPH PAVT, 1 3/4 AVG DEPTH	300	SY
•	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	150	TN
•	SUPERPAVE ASPHALTIC CONC, TRAFFIC D	20	TN

•	SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22, PMA	60	TN
•	ASPHALT CONCRETE FRICTION COURSE, FC-5, PG 76-22, ARB	40	TN
•	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG	76-22, F	PMA
		1	TN
•	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG	i 76-22.	РМА
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	5	TN
	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC D, FC-12.5, PC	_	
	7.5117/EF CONCRETE FINCTION COOKSE, FIX KITTE B, FC 12.5, FC	5	TN
	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG		
_	ASPITALI CONCRETE INICIION COORSE, INAITIC B, I C-5.5, FO	160	TN
	ACRIBAT CONCRETE EDICTION COLUDE TRAFFIC D. EC. 13 F. DO		
•	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG		
_	ACRUALT CONCRETE EDICTION COLUDES TRAFFIC C. FC.O.F. DO	40	TN
•	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG		
		160	TN
•	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG		
		20	TN
•	MISCELLANEOUS ASPHALT PAVEMENT	20	TN
•	CONCRETE CLASS II, CULVERTS	50	CY
•	CONCRETE CLASS IV, CULVERTS	30	CY
•	CONC CLASS IV, RETAINING WALLS	30	CY
•	REINFORCING STEEL- RETAINING WALL	350	LB
•	REINFORCING STEEL- MISCELLANEOUS	1000	LB
•	INLETS, CURB, TYPE P-1, <10'	2	EA
•	INLETS, CURB, TYPE P-5, <10'	6	EA
•	INLETS, CURB, TYPE P-5, >10'	2	EA
•	INLETS, CURB, TYPE P-5, PARTIAL	2	EA
•	INLETS, CURB, TYPE P-5, MODIFY	2	EA
•	INLETS, CURB, TYPE P-6, <10'	6	EA
•	INLETS, CURB, TYPE P-6, >10'	1	EA
•	INLETS, CURB, TYPE P-6, PARTIAL	2	EA
•	INLETS, CURB, TYPE P-6, MODIFY	2	EA
•	INLETS, CURB, TYPE J-5, <10'	2	EA
•	INLETS, CURB, TYPE J-5, >10'	1	EA
	INLETS, CURB, TYPE J-6, <10'	2	EA
-	INLETS, CURB, TYPE J-6, >10'	2	EA
•	INLETS, DT BOT, TYPE C,<10'	1	EA
•	INLETS, DT BOT, TYPE C,JBOT, <10'	2	EA
	INLETS, DT BOT, TYPE C, JBOT, >10'	1	EA
•	INLETS, DT BOT, TYPE D, <10'	4	EA
	INLETS, DT BOT, TYPE D, >10'	2	EA
	INLETS, DITCH BOTTOM, TYPE F, PARTIAL	2	EA
•	INLETS, DITCH BOTTOM, TYPE G, <10'	2	EA
-	INLETS, DITCH BOTTOM, TYPE G, <10	1	EA
	· · · · · · · · · · · · · · · · · · ·		
•	INLETS, DITCH BOTTOM, TYPE G, J BOT, <10'	2	EA

•	INLETS, DITCH BOTTOM, TYPE G, J BOT, >10'	1	EA
•	INLETS, GUTTER, TYPE V, <10'	4	EΑ
•	INLETS, GUTTER, TYPE V, >10'	2	EA
•	INLETS, GUTTER, TYPE V, J BOT, <10'	2	EA
•	INLETS, GUTTER, TYPE V, J BOTTOM, >10'	2	EA
•	MANHOLES, P-7, <10'	2	EΑ
•	MANHOLES, P-7, >10'	4	EΑ
•	MANHOLES, P-7, PARTIAL	2	EΑ
•	MANHOLES, J-7, <10'	4	EΑ
•	MANHOLES, J-7, >10'	2	EΑ
•	MANHOLES, J-7, PARTIAL	2	EA
•	INLETS, ADJUST	10	EA
•	MANHOLE, ADJUST	10	EA
•	VALVE BOXES, ADJUST	5	EA
•	DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST	5	EA
•	REPLACE GRATE	10	EA
•	DESILTING PIPE, 0 - 24 Desilt in the Wet	273	LF
•	DESILTING PIPE, 25 - 36 Desilt in Dry Condition	750	LF
•	DESILTING PIPE, 37 - 48 Desilt in Dry Condition	400	LF
•	DESILTING PIPE, 49 - 60 Desilt in the Wet	159	LF
•	DESILTING PIPE, 61 OR GREATER Desilt in the Wet	400	LF
•	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15S/CD	100	LF
•	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18S/CD	500	LF
•	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24S/CD	200	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 30S/CD	200	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 36S/CD	200	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 42S/CD	100	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 48S/CD	100	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 54S/CD	100	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 60S/CD	100	LF
•	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 15S/C	.D	
		50	LF
•	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18S/C	.D	
		50	LF
•	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH	, 24S/C	D
		50	LF
•	U-ENDWALL, STD 261, 1:4 SLOPE, 18PIPE	4	EA
•	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE	20	CY
•	TRENCH DRAIN, STANDARD	150	LF
•	FRENCH DRAIN, 24	400	LF
•	FRENCH DRAIN, 36	100	LF
•	PIPE HANDRAIL - GUIDERAIL, STEEL	150	LF
•	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	150	LF
•	CONCRETE CURB & GUTTER, TYPE F	600	LF

•	CONCRETE CURB, TYPE D	100	LF
•	VALLEY GUTTER- CONCRETE	100	LF
•	SHOULDER CONCRETE BARRIER WALL, RIGID RETAINING	20	LF
•	CONCRETE SIDEWALK AND DRIVEWAYS, 4 THICK	150	SY
•	CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK	50	SY
•	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4	10	SY
•	CONCRETE DITCH PAVEMENT, 4, REINFORCED	50	SY
•	PAVERS, ARCHITECTURAL, SIDEWALK	150	SY
•	DETECTABLE WARNINGS	8	SF
•	GUARDRAIL -ROADWAY	100	LF
•	SPECIAL GUARDRAIL POST	5	EA
•	GUARDRAIL REMOVAL	100	LF
•	FENCING, TYPE B, 5.1-6.0', STANDARD	200	LF
•	FENCING, TYPE B, 5.1-6.0, RESET EXISTING	50	LF
•	PERFORMANCE TURF	1000	SY
•	PERFORMANCE TURF, SOD	1000	SY
•	SINGLE POST SIGN, RELOCATE	5	AS
•	SINGLE POST SIGN, REMOVE	5	AS
•	MULTI- POST SIGN, F&I GROUND MOUNT, RELOCATE	5	AS
•	MULTI- POST SIGN, REMOVE	5	AS
•	OBJECT MARKER, TYPE 1 TWO # 04	5	EA
•	RETRO-REFLECTIVE PAVEMENT MARKERS	100	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID,	. 6	
		0.1	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID	FOR	
	INTERCHANGE AND URBAN ISLAND, 8	0.1	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID	FOR	
	CROSSWALK AND ROUNDABOUT, 12	400	LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID		
	OR CHEVRON, 18	600	LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID		
	OR CROSSWALK, 24	100	LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP,		
	SKIP, 6 WIDE	0.1	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DC		
	GUIDELINE/ 6-10 DOTTED EXTENSION, 6	0.2	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSA		
		2	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROV		
		5	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLII		
		0.1	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLII		
	DIAGONAL OR CHEVRON, 18	20	LF

•	PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID FO	or Park	(ING
	LOT- ACCESSIBLE MARKINGS, 6	50	LF
•	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12 FOR CROSSW	ALK AN	D
	ROUNDABOUT	600	LF
•	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18 FOR DIAGON	ALS AND)
	CHEVRONS	400	LF
•	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24 FOR STOP LIN	IE AND	
	CROSSWALK	50	LF
•	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE	/ 6-10	SAP
	EXTENSION, 6	0.1	GM
•	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	5	EA
•	THERMOPLASTIC, STANDARD, WHITE, ARROW	5	EA
•	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18 FOR DIAGO	NAL OR	
	CHEVRON	100	LF
•	THERMOPLASTIC, STANDARD, BLUE, SOLID,6	100	LF
•	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFA		HITE,
	SOLID, 8	0.1	GM
•	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFA		
	SOLID, 8	0.1	GM
•	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6,10-30 SKI		
	DROP	0.1	GM
•	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEN		
	MARKINGS	50	SF
•	LIGHT POLE COMPLETE, REMOVE	5	EA
•	LUMINAIRE, REMOVE	5	EA
•	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	100	LF
•	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	50	LF
•	PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE	5	EA
•	ALUMINUM SIGNALS POLE, PEDESTAL	5	EA
•	ALUMINUM SIGNALS POLE, REMOVE	2	EA
•	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN,	1 WAY	۸۲
	DEDECTRIAN CICNIAL FURNICII 9 INICTALI LED COLINITOOMINI	5	AS
-	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN,		
_	LOOP DETECTOR INDUCTIVE FOLLTVING	5	AS
•	LOOP ASSEMBLY EST TYPE A	5	EA AS
:	LOOP ASSEMBLY- F&I, TYPE A	5	AS EA
•	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	10	
-	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	1	AS

Project Number: 027

Project Name: Bay Shore One Project – 1100 100th Street – Bay Harbor Island, FL

Owner: Thornton Construction

Contractor:	Thornton Construction		
Contact:	Anthony Pasqualone		
Address:	4300 Biscayne Blvd – Suite 207		
	Miami, FL 33137		
Phone:	305-649-1995		
Fax:	305-649-1295		
Completed:	December 2016		
Contract Amount:	\$34,841.25		
Contract Scope:			
MOBIL	IZATION	1	LS
SITE C	LEARING & GRUBBING	0.45	ACRE
SILT FE	ENCE	560	LF
SUBSC	OIL EXCAVATION	1185	CY
■ EARTH	I RAMP	1	LS
LIMER	OCK BASE	1	LS

Project Number: 028					
	Project Name:	CT A – Relocation of Onsite Utilities and Drainage			
	Owner:	Port of Miami			
	Contractor:	Central Florida Equipment Rentals, Inc. (Prime)			
	Contact:	Ana Depriest			
	Address:	9030 NW 97 th Terrace			
		Medley, FL 33178			
	Phone:	305-345-9039			
	Fax:	305-887-7804			
	Completed:	June 2017			
	Contract Amount:	\$1,413,688.89			
	Contract Scope:				
	UTILITIES				
	MOBILIZA	TION	1	LS	
	■ 12 DIP WA	ATER MAIN (L&E)	1	LS	
	6 DIP WAT	ΓER MAIN (L&E)	1	LS	
	 FIRE HYDE 	RANT w/ 6 GV & 4 BOLLARDS(L&E)	1	LS	
	12 BENDS	(L&E)	1	LS	
	■ 12 x 6 TEE	S (L&E)	1	LS	
	 12 GATE V 	'ALVES	1	LS	
	SANITARY	SEWER MANHOLE	1	LS	
	SANITARY	SEWER CAPS	1	LS	
	ASPHALT I	DEMO / RESTORATION	1	LS	
	DRAINAGI				
	MOBILIZA	TION	1	LS	
	 CURB INLE 	ET TYPE 5, 6	1	LS	

 MEDIAN BARRIER INLET, TYPE 3 	1	LS
CATCH BASIN	1	LS
 DRAINAGE MANHOLE 	1	LS
 ADJUST MANHOLES 	1	LS
 PIPE CULVERT OPTIONAL MATERIAL, 18 	1	LS
 PIPE CULVERT OPTIONAL MATERIAL, 24 	1	LS
■ FRENCH DRAIN, 24	1	LS
SPECIAL STRUCTURE, TWO CHAMBERED (6'x9.5'x9.5')	1	LS
 ASPHALT DEMO / RESTORATION 	1	LS

Pro	iect	Num	ber:	029
		Droio	c+ Ni	ama:

Project Number:	029			
Project Na	ame:	Kendall Town Center (SW 96th Street and SV	V 157 th Ave)	
Owner:		Howard Hughes Corp.		
Contracto	r:	Brightview Landscape Development		
Contact:		Ariel Caballero		
Address:		4155 East Mowry Dr.		
		Homestead, FL 33033		
Phone:		305-986-2249		
Complete	d:	February 2017		
Contract /	Amount:	\$107,422.20		
Contract S	Scope:			
•	MOBILIZA	ATION	1.00	LS
•	CLEARING	G AND GRUBBING	1.00	LS
•	SURVEYIN	NG	1.00	LS
•	EXCAVAT	ION (4 AVERAGE DEPTH)	215.00	CY
•	STABILIZE	ED SUBGRADE	1250.00	SY
•	SOD GRA	DING (5' EACH SIDE OF SIDEWALK)	2084.00	SY
•	CONC. SII	DEWALK (4 THK w/ 6X6 W2.9/W2.9 WWM)	1250.00	SY
•	BENCH PA	ADS (5' x 8')	4.00	EA
•	SIDEWAL	K RAMP	1.00	LS
•	GRADING	i	1.00	LS

Project Number: 030

Project Name:	Ballpark of the Palm Beaches
Owner:	Palm Beach County
Contractor:	Brightview Landscape Development
Contact:	Ariel Caballero
Address:	4155 East Mowry Dr.
	Homestead, FL 33033
Phone:	305-986-2249
Completed:	January 2017

Contract Amount: \$214,397.29

Contract Scope:

•	4in THICK SIDEWALK w/ WELDED WIRE MESH	73976.00	SF
•	LOADING DOCK (2 DOCKS - 6500 SF TOTAL)	1.00	LS
•	FLUSH REINFORCED HEADER CURB	718.00	LF
•	BATTING CAGE TUNNEL SLAB	7890.00	SF
•	PUMP RENTAL - 2 DAILY RATE	2.00	DA
•	PUMP RENTAL - 2 DAILY RATE	7.00	DA
•	FLUSH REINFORCED HEADER CURB	705.00	LF
•	6in THICK SIDEWALK w/ WELDED WIRE MESH (COLOF	R) 2970.00	SF
•	8in THICK SIDEWALK w/ #4 O.C.E.W (COLOR)	1430.00	SF

Project Number: 031

Project Name:	SR – 823 NW 57 th Ave
Owner:	Florida Department of Transportation
Contractor:	Central Florida Equipment Rentals, Inc. (Prime)
Contact:	Ana Depriest
Address:	9030 NW 97 th Terrace
	Medley, FL 33178
Phone:	305-345-9039
Fax:	305-887-7804
Completed:	February 2017
Contract Amount:	\$11,912.00
Contract Scope:	

■ FINISH GRADE WORK 1 LS

Project Number: 032

Project Name:	SR 874 Project		
Owner:	MDX – Miami Dade Expressway Authority		
Contractor:	The de Moya Group		
Contact:	Fabricio Cedillo		
Address:	14600 SW 136 th Street		
	Miami, FL 33186		
Phone:	305-987-4097		
Fax:	305-255-1935		
Completed:	December 2018		
Contract Amount:	\$584,780.45		
Contract Scope:			
■ M	OBILIZATION	1.0	LS

LS

1.0

CLEARING AND GRUBBING

•	C&G - CONTROL STRUCTURE	1.0	EΑ
•	C&G - DITCH BOTTOM INLET	10.0	EΑ
•	C&G - ENDWALL	1.0	EΑ
•	C&G - MANHOLE	2.0	EΑ
•	C&G - FRENCH DRAIN 36	310.0	LF
•	C&G - PIPE	210.0	LF
•	CONCRETE CLASS I - ENDWALLS	1.00	EΑ
•	INLETS, DT BOT, TYPE B, <10'	5.0	EΑ
•	INLETS, DT BOT, TYPE D, MODIFY	2.0	EΑ
•	INLETS, DT BOT, TYPE E, <10'	6.0	EΑ
•	INLETS, DT BOT, TYPE E, PARTIAL	2.0	EΑ
•	INLETS, BARRIER WALL, <10'	8.0	EΑ
•	INLETS, BARRIER WALL, >10'	1.0	EΑ
•	INLETS, BARRIER WALL, J BOT, <10'	3.0	EΑ
•	INLETS, BARRIER WALL, J BOT, >10'	2.0	EΑ
•	MANHOLES, P-7, <10'	6.0	EΑ
•	MANHOLES, TYPE 7, PARTIAL	2.0	
•	MANHOLES, J-7, <10'	1.0	
•	MANHOLES, J-7, >10'	2.0	EΑ
•	PIPE CULV, OPT MATL, ROUND, 18S/CD	1,379.0	LF
•	PIPE CULV, OPT MATL, ROUND, 18S/CD	144.0	
•	PIPE CULV, OPT MATL, ROUND, 24S/CD	793.0	
•	PIPE CULV, OPT MATL, ROUND, 30S/CD	28.0	LF
•	PIPE CULV, OPT MATL, ROUND, 36S/CD	20.0	
•	FRENCH DRAIN, 24	1,006.0	
•	18 RCP CLASS IV	15.0	
•	18 RCP CLASS V	34.0	
•	CLEAN\VIDEO PIPE (NEW PIPE ONLY)	2,269.0	LF
•	CLEAN STRUCTURES	40.0	
•	MOBILIZATION 24961435201	1.0	LS
•	TEMP PAVEMENT (SUBGRADE & 6 BASE)	1.0	SY
•	PULVERIZE EXISTING ASPHALT (4 MAX DEPTH)	16,685.0	SY
•	REGULAR EXCAVATION	5,887.0	CY
•	EMBANKMENT	4,885.0	CY
•	TYPE B STABILIZATION	41,101.0	SY
•	OPTIONAL BASE, BASE GROUP 06	41,101.0	SY
•	CURB TYPE E, GRADING ONLY	727.0	LF
•	CONC CURB & GUTR, F (4 LRB PAD & GRADING	•	
_	WALLEY CUTTED 21 CDADING ONLY	18,447.0	LF
•	VALLEY GUTTER, 2' GRADING ONLY	2,021.0	LF
•	TRAF SEP CONC, IV, 6' W (GRADING ONLY)	1.0	LF
•	MED CONC BARRIER WALL (GRADING ONLY)	1.0	LF
•	SIDEWALK 4 (GRADING ONLY)	8,998.0	SY
•	SIDEWALK 6 (GRADING ONLY)	2,565.0	SY

•	GUARDRAIL ?ROADWAY (GRADING ONLY)	1.0	LF
•	FENCE B, 6' STANDARD (GRADING ONLY)	1.0	LF
•	PERFORMANCE TURF, SOD, (GRADING ONLY)	5,406.0	SY

Project Number: 033			
Project Name:	Turnpike (HEFT) from Eureka Drive to Killian Parkwa	ay	
Owner:	Florida Department of Transportation		
Contractor:	The de Moya Group		
Contact:	Fabricio Cedillo		
Address:	14600 SW 136 th Street		
	Miami, FL 33186		
Phone:	305-987-4097		
Fax:	305-255-1935		
Completed:	April 2017		
Contract Amount:	\$17,241.00		
Contract Scope:			
■ RIPRAP, S.	AND CEMENT	20	CY

Project Number: 035			
Project Name:	•		
	12 th Ave to West 9 th Avenue; West 11 th		t 9 th
	Avenue from West 30 th Street to West 3	33 rd Street	
Owner:	City of Hialeah		
Contractor:	Horizon Contractors, Inc.		
Contact:	Jose M Sanchez		
Address:	8175 West 32 nd Ave – Bay 2		
	Hialeah, FL 33018		
Phone:	305-216-8403		
Fax:	305-820-0905		
Completed:	July 2017		
Contract Amount:	\$580,593.75		
Contract Scope:			
CONCRET	E CURB AND GUTTER TYPE F	11,777.0	LF
CONCRET	E CURB TYPE D	1,650.0	LF
CONCRET	E VALLEY GUTTER (2')	1,177.0	LF
CONCRET	E SIDEWALK (4 THICK)	5,416.0	SY
CONCRET	E SIDEWALK (6 THICK)	6,267.0	SY

Project Number: 036

Project Na	ıma:	SR 5 (SE 2 nd Ave) and SR 5 (US 1/Biscayne	Rlvd)		
Owner:	iiiie.	Florida Department of Transportation	bivaj		
 Contracto	r·	The Stout Group, LLC (Prime)			
Contracto		Joey Sanchez, PE			
Address:		10850 NW 138 th Street – Bay 3			
Addiess.		Hialeah Gardens, FL 33018			
Phone:		305-216-8406			
Fax:		305-210-8400 305-397-2311			
	۸.	December 2018			
Completed Contract A		\$3,499,047.23			
Contract S		<i>33,433,047.23</i>			
Contract 3	•	ION 41247375201		1	LS
-		ION 41247375201		1	LS
-	_	ION 41247373202 ION 41247395201		1	LS
	_	NCE OF TRAFFIC 41247375201		1	LS
		NCE OF TRAFFIC 41247375201		1	LS
		NCE OF TRAFFIC 41247395201		1	LS
		TOUR 1 41247395201		1	LS
		IAL MATERIAL FOR TEMPORARY DRIVEWA	AV MAINITI	_	
	COMMINICA	IAL WATERIAL FOR TEINI ORARI DRIVEWA	~! IVI/~!!V!!	38	CY
	TRAFFIC CO	NTROL OFFICER		374	HR
	WORK ZON			13446	
		ALL, TEMPORARY, F&I, TYPE K		2166	
•		ALL, TEMPORARY, RELOCATE, TYPE K		2500	LF
•		ZING DEVICE- TYPES I, II, DI, VP, DRUM, OF	RICD	32492	
		ZING DEVICE, TYPE III, 6'	. 202	6042	
		ZING DEVICE- PEDESTRIAN LCD (LONGITUI	DINAL CHA		
	DEVICE)			34100	
•	•	ARD / ADVANCE WARNING ARROW PANI	EL	1638	ED
•		RY RETROREFLECTIVE PAVEMENT MARKER		246	EA
•		RY CRASH CUSHION, REDIRECTIVE OPTION		32	LO
•		CHANGEABLE MESSAGE SIGN, TEMPORAI		1160	ED
•	TEMPORAI	RY SIGNALIZATION AND MAINTENANCE, IN	NTERSECTI	ON	
				1680	ED
•	TEMPORAI	RY TRAFFIC DETECTION AND MAINTENANG	CE, INTER	SECTIO	N
				1680	ED
•	INLET PRO	FECTION SYSTEM		30	EA
•	LITTER REN	10VAL		33.97	AC
•	MOWING			0.18	AC
•	MONITOR	EXISTING STRUCTURES- INSPECTION AND	SETTLEM	ENT	
	MONITORI	NG 41247375202		1	LS
•	MONITOR	EXISTING STRUCTURES- INSPECTION AND	SETTLEM	ENT	
	MONITORI	NG 41247395201		1	LS

	MONITOR EXISTING STRUCTURES- VIBRATION MONITORING 4	124739	95201
		1	LS
•	CLEARING & GRUBBING 41247375202	1	LS
•	CLEARING & GRUBBING 41247395201	1	LS
•	REMOVAL OF EXISTING CONCRETE PAVEMENT	322	SY
•	DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 41247375202	1	LS
•	DELIVERY OF SALVAGEABLE MATERIAL TO FDOT 41247395201	1	LS
-	REGULAR EXCAVATION	1061	CY
-	EMBANKMENT	10	CY
•	TYPE B STABILIZATION	2389	SY
•	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6	149	SY
•	REWORKING LIMEROCK BASE, 6	2177	SY
•	OPTIONAL BASE, BASE GROUP 10	2211	SY
•	ASPHALT TREATED PERMEABLE BASE	20	CY
-	MILLING EXIST ASPH PAVT, 2 AVG DEPTH	6210	SY
•	MILLING EXIST ASPH PAVT, 2 1/2 AVG DEPTH	7456	SY
•	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	1402	TN
•	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG	76-22	
		876.2	TN
•	MISCELLANEOUS ASPHALT PAVEMENT	4.5	TN
•	PLAIN CEMENT CONCRETE PAVEMENT, 10	178	SY
-	PLAIN CEMENT CONCRETE PAVEMENT, 12	4	SY
-	REINFORCED CEMENT CONCRETE PAVEMENT,6	8	SY
-	CONCRETE CLASS II, CULVERTS	1	CY
-	CONC CLASS IV, BULKHEAD	6.3	
•	REINFORCING STEEL- MISCELLANEOUS	308	LB
•	REINFORCING STEEL- BULKHEAD	274	LB
•	INLETS, CURB, TYPE 9, <10'	6	EA
-	INLETS, CURB, TYPE 9, J BOT, >10'	1	EA
•	INLETS, CURB, TYPE 9, PARTIAL	1	EA
•	INLETS, CURB, TYPE 9, MODIFY	2	EA
•	INLETS, CURB. TYPE P-3, >10'	1	EA
•	INLETS, CURB, TYPE P-5, <10'	1	EA
-	INLETS, CURB, TYPE P-5, >10'	2	EA
•	INLETS, CURB, TYPE P-6, <10'	3	EA
-	INLETS, CURB, TYPE P-6, >10'	4	EA
•	INLETS, CURB, TYPE J-6, <10'	1	EA
-	INLETS, CURB, TYPE J-6, >10'	1	EA
•	MANHOLES, P-7, >10'	5	EA
-	MANHOLES, P-8, <10'	1	EA
•	MANHOLES, J-7, <10'	2	EA
-	MANHOLES, J-7, >10'	6	EA
•	MANHOLES, J-8, PARTIAL	1	EA

•	DRAINAGE MANHOLES, PROJECT 412473-9-52-02, J-7 6' x 10'	WITH	
	ADDITIONAL RISER AND WALL	1	EΑ
•	DRAINAGE MANHOLES, PROJECT 412473-9-52-02, J-7 5' x 8.5	' WITH	
	ADDITIONAL RISER AND WALL	1	EΑ
•	MANHOLE, ADJUST	1	EΑ
•	MODIFY EXISTING DRAINAGE STRUCTURE	1	EΑ
•	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 12S/CD	24	LF
•	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15S/CD	24	LF
•	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18S/CD	327	LF
•	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24S/CD	804	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 30S/CD	119	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 42S/CD	9	LF
•	PIPE CULVERT, OPT MATERIAL, ROUND, 48S/CD	47	LF
•	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 15S/0	CD	
		37	LF
•	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18S/0	CD	
		22	LF
•	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30	S/CD	
		143	LF
•	FLAP GATES, 0-24	1	EΑ
•	FLAP GATES, 37-48	1	EΑ
•	FLAP GATES, 49-60	1	EΑ
•	TRENCH DRAIN, STANDARD	181	LF
•	SHEET PILING STEEL, F&I PERMANENT	561	SF
•	CONCRETE CURB & GUTTER, TYPE F	1805	LF
•	CONCRETE CURB, TYPE D	36	LF
•	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	119	SY
•	CONCRETE SIDEWALK AND DRIVEWAYS, 4 THICK	709	SY
-	CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK	427	SY
•	PAVERS, ARCHITECTURAL, SIDEWALK	654	SY
•	DETECTABLE WARNINGS	450	SF
•	GUARDRAIL -ROADWAY, GENERAL TL-3	119	LF
•	GUARDRAIL REMOVAL	124	LF
•	GUARDRAIL END ANCHORAGE ASSEMBLY/END TREATMENT-	PARALLE	ΞL
		1	EA
•	CRASH CUSHION	2	EΑ
•	PERFORMANCE TURF, SOD	60	SY
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID,		
		2.058	GΝ
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID		
	INTERCHANGE AND URBAN ISLAND, 8	0.291	GΝ
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID		
	CROSSWALK AND ROLINDAROLIT 12	17/15	IF

•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID OR CHEVRON, 18	FOR DIA 360	GONAL LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID		
	OR CROSSWALK, 24	1078	
	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 1		
	SKIP, 6 WIDE	0.483	
	PAINTED PAVEMENT MARKING, STANDARD, WHITE, 3'-9' SKIP		
-			
_	AND APPROACH TO TOLL PLAZA, 12 WIDE,	0.018	GIVI
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DO		C1 4
_	GUIDELINE/ 6-10 DOTTED EXTENSION, 6	0.188	
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSA		
		17	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW		
		38	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID	•	
		0.995	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID		
	INTERCHANGE AND URBAN ISLAND, 8	0.166	GM
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID	FOR	
	DIAGONAL OR CHEVRON, 18	507	LF
•	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 D	OTTED	
	GUIDELINE/6-10 DOTTED EXTENSION, 6	0.032	
•	POLLUTION CONTROL STRUCTURE WITH BAFFLE AND FILTER,	6' DIAM	ETER,
	PROJECT 412473-9-52-02	1	EA
•	POLLUTION CONTROL STRUCTURE WITH BAFFLE AND FILTER,	8' DIAM	ETER,
	PROJECT 412473-9-52-02	1	EA
•	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375201	1	LS
•	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375202	1	LS
•	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395201	1	LS
•	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395202	1	LS
•	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	43	AS
•	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	1	AS
•	SINGLE POST SIGN, RELOCATE	2	AS
•	SINGLE POST SIGN, REMOVE	17	AS
•	MULTI- POST SIGN, REMOVE	1	AS
•	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100	SF	
		4	EA
•	SIGN PANEL, INSTALL, UP TO 12 SF	1	EA
•	SIGN PANEL, REMOVE, UP TO 12 SF	2	EA
•	SIGN PANEL, REMOVE, 101-200 SF	3	EA
•	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ISLAND	_	
	, , , , , , , , , , , , , , , , , , , ,	7	SF
	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAN		
	==, = : : : = = , : = = = = : : : = = : : : : : : : : : : : : : :	10	SF

•	PAINTED PAVEMENT MARKINGS, FINAL SURFACE 4124737520	1	
		1	LS
•	PAINTED PAVEMENT MARKINGS, FINAL SURFACE 4124739520	1	
		1	LS
•	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8 FOR INTERCHA	ANGE A	ND
	URBAN ISLAND	0.104	_
•	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12 FOR CROSSW	ALK AN	D
	ROUNDABOUT	775	LF
•	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18 FOR DIAGONA		
	CHEVRONS	360	LF
•	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24 FOR STOP LIN		
_	CROSSWALK	389	LF
•	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE EXTENSION, 6	0.173	GM
	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	9	FA
	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR STIMBOL THERMOPLASTIC, STANDARD, WHITE, ARROW	35	EA
	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18 FOR DIAGO		LA
	CHEVRON	492	LF
	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LIN	_	
	DOTTED EXTENSION LINE, 6	0.002	
•	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12 FOR CROSS	WALK	
		777	LF
•	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24 FOR CROSS	WALK	
		1286	LF
•	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	9	EA
•	THERMOPLASTIC, PREFORMED, WHITE, ARROW	3	EA
•	THERMOPLASTIC, PREFORMED, MULTI COLOR ROUTE SHIELD		EA
•	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLI		
	THE DATE OF A STATE OF	1.402	GM
•	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLI		CN 4
_	THERMORI ACTIC OTHER CHREACES WHITE SHIP C 10 20 SHI	0.187	
•	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6,10-30 SKII DROP	0.483	
	THERMOPLASTIC, STANDARD-OTHER SURFACES WHITE, SKIP,		_
_	TO TOLL PLAZA OR 3-9 LANE DROP	0.018	
	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOL		GIVI
	THERMOTERSTIC, STANDARD OTHER SORFACES, TELEOW, SOL	0.42	GM
	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOL	_	C
	,,	0.141	GM
•	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	293	LF
•	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	450	LF
•	PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE	7	EA
•	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	3002	LF
•	LIGHT POLE COMPLETE, F&I, WIND SPEED 150, POLE - 40'	1	EA

•	LIGHT POLE COMPLETE, REMOVE	2	EA
•	LOAD CENTER, F&I, SECONDARY VOLTAGE	1	EA
•	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING	POLE/A	RM,
	ROADWAY, COBRA HEAD	3	EA
•	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING	POLE/A	RM,
	ROADWAY, POLE TOP	9	EA
•	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	6	EA
•	LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM SH	HOULDE	R
	MOUNT, ALUMINUM, 30'	5	EA
•	LIGHT POLE COMPLETE- SPECIAL DESIGN, RELOCATE	1	EA
•	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395203	1	LS
•	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1003	LF
•	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FUR	NISH &	
	INSTALL	1	PI
•	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	1185	LF
•	SIGNAL CABLE, REMOVE- INTERSECTION	1	PI
•	PULL & SPLICE BOX, F&I, 13 x 24 COVER SIZE	43	EA
•	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PU	RCHASI	ED BY
	CONTRACTOR	3	AS
•	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	1	AS
•	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	370	LF
•	ELECTRICAL SERVICE WIRE, REMOVE	450	LF
•	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	2	EA
•	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINE		
_	DESTRESSED COMODETE DOLE FOL TWOED IN SERVICE DOLE	1	EA
•	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	2	EA
•	ALUMINUM SIGNALS POLE, PEDESTAL	6	EA
•	ALUMINUM SIGNALS POLE, RELOCATE	1	EA
•	ALUMINUM SIGNALS POLE, REMOVE	1	EA
-	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINA	1KE, 30-	
_	MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTA	_	EA
_	MAST ARM, REMOVE STALLOW TOOMDATION, BOLT ON ATTA	2	EA
	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION,		
	THAITIC SIGNAL, FORMISH & INSTALL ALOMINOM, 5 SECTION,	8	AS
•	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION,	-	
		2	AS
•	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	2	AS
	TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINST	_ ΓALLATI	_
	,	2	AS
	VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT-	FURNIS	_
	INSTALL, BACKPLATE- BLACK WITH REFLECT BORDER	2	EA
•	VEHICULAR SIGNAL AUXILLIARIES, FRAME BOX, PROJECT 4124	73-7-52	-02
	· · ·	4	EA

•	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN,	1 WAY	
		6	AS
•	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN,	2 WAYS	5
		2	AS
•	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL T	O REM	
		2	AS
•	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	2	EΑ
•	LOOP ASSEMBLY- F&I, TYPE A	8	AS
•	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	7	EΑ
•	PEDESTRIAN DETECTOR, RELOCATE	1	EA
•	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMA	AIN	
		5	EA
•	TRAFFIC CONTROLLER ASSEMBLY, F&I, 170	1	AS
•	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	5	AS
•	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WIT		
		1	AS
•	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	1	AS
•	SINGLE POST SIGN, REMOVE	1	AS
•	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12		
		2	EA
•	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO		_ ^
_	CION DANIEL DEMOVE LID TO 12 CF	9	EA
•	SIGN PANEL, REMOVE, UP TO 12 SF	5	EA
-	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEUP TO 12 SF	2 NIC	EA
	INTERNALLY ILLUMINATED SIGN, RELOCATE	2	EA
•	SIGN BEACON, F&I GROUND MOUNT- AC POWERED, TWO BE	_	LA
-	SIGN BEACON, FAI GROUND MOUNT- AC POWERED, TWO BE	ACONS 1	AS
	LANDSCAPE COMPLETE- SMALL PLANTS 41247395201	1	LS
	LANDSCAPE COMPLETE- LARGE PLANTS 41247375202	1	LS
	LANDSCAPE COMPLETE- LARGE PLANTS 41247395201	1	LS
	MANHOLE, ADJUST, UTILITIES	10	EA
	VALVE BOXES, ADJUST	26	EA
	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247375601	1	LS
	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395601	1	LS
•	INITIAL CONTINGENCY AMOUNT, DO NOT BID 41247395602	1	LS
•	UTILITY PIPE, F&I, PVC, WATER / SEWER, 5 - 7.9	15	LF
•	UTILITY PIPE, F&I, PVC, WATER / SEWER, 8-19.9	273	LF
•	UTILITY PIPE, F&I, DI/CI, WATER / SEWER, 8 - 19.9	25	LF
•	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9	295	LF
•	UTILITY FITTINGS, F&I, DI/CI, ELBOW, 8 - 19.9	4	EA
•	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, UNIO	N, 10	
		1	EΑ

-	UTILITY STRUCTURE, BELOW GROUND, F&I, WATER/SEWER,	0 - 80 I	T3, 0 - 6'
		1	EA
-	UTILITY STRUCTURE, BELOW GROUND, ADJUST/MODIFY	1	EA
-	UTILITY STRUCTURE, BELOW GROUND, REMOVE&DISPOSE C	ONTRA	CTOR
	TAKES OWNERSHIP	1	EA
-	UTILITY FIXTURES, F&I, 8.0-19.9, TAPPING SADDLE/SLEEVE	2	EA
-	LIFT STATION, SANITARY SEWER	1	EA

MIAMI-DADE COUNTY PUBLIC SCHOOLS



Minority/Women Business Enterprise (MWBE) Certificate

THIS CERTIFIES THAT The Stout Group LLC

IS OWNED AND CONTROLLED BY A(N) HISPANIC AMERICAN

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02

August 11, 2020 Issue Date

August 11, 2023 Expiration Date

6519199 Vendor No.

Jennifer D. Andreu Economic Equity & Diversity Compliance Officer Office of Economic Opportunity Miami-Dade County Public Schools 1450 NE 2nd Avenue - Suite 428 Miami, Florida 33132

Semifer D. Andrew

MIAMI-DADE COUNTY PUBLIC SCHOOLS



Small Business Enterprise (SBE) Certificate

THIS CERTIFIES THAT The Stout Group LLC

SBE Tier 2

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02

August 11, 2020 Issue Date August 11, 2023 Expiration Date

6519199 Vendor No.

Jennifer D. Andreu Economic Equity & Diversity Compliance Officer Office of Economic Opportunity Miami-Dade County Public Schools 1450 NE 2nd Avenue - Suite 428 Miami, Florida 33132

Semifer D. Andrew

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form <u>must be completed and returned</u> with your bid package.

Naı	me of Firm:	The Stout Group, LLC		
Add	dress of Firm:	10850 NW 138 St, Bay # 3		
Tele	ephone Number:	3052168406		
Naı	me of Person Completing Form:	Jose Maria Sanchez III		
Title	e:	Manager		
Sig	nature:	Jose Maria Sanchez III		
Dat	e:	04-15-2021		
City Project Number:		12504-613		
City Project Description:				
City	/ Project Description:	Annual Construction of General Stormwater Infrastructure (P12220)		
•	/ Project Description: se check the item(s) which properly	(P12220)		
•	·	(P12220)		
Plea	se check the item(s) which properly Our firm is not a MBE or WBE.	(P12220) y identify the status of your firm: t 51 percent is owned and operated by one or more socially and		
Plea 	se check the item(s) which properly Our firm is not a MBE or WBE. Our firm is a MBE, as at leas	(P12220) y identify the status of your firm: t 51 percent is owned and operated by one or more socially and dividuals.		
Plea 	se check the item(s) which properly Our firm is not a MBE or WBE. Our firm is a MBE, as at leas economically disadvantaged incompleted and a seconomical or the seco	(P12220) y identify the status of your firm: t 51 percent is owned and operated by one or more socially and dividuals.		
Plea ✔	se check the item(s) which properly Our firm is not a MBE or WBE. Our firm is a MBE, as at leas economically disadvantaged incompleted and a seconomical or the seco	(P12220) y identify the status of your firm: to 51 percent is owned and operated by one or more socially and dividuals. □ Black Hispanic percent is owned and operated by one or more women.		

MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

	List Previous City of Fort Lauderdale Contracts
NONE	·

- Number of Employees in your firm 29
 - --Percent (6%) Women
 - --Percent (100%) Minorities
 - --Job Classifications of Women and Minorities

SBE-G&S / SBE- Con

DBE

■ Use of minority and/or women subcontractors on past projects.

Yes

✓ Nature of the work subcontracted to minority and/or women-owned firms.

Signal, drainage

How are subcontractors notified of available opportunities with your firm?

We will contact the subcontractor

Anticipated amount to be subcontracted on this project.

30%

Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.

Per contract requirements.

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: The Stout Group, LLC

President Yvette Zuluaga

Business Address: 10850 NW 138th

Street - Bay #3

Hialeah Gardens, FL 33018

Telephone: **786-452-1481** Fax: **305-397-2311**

E-Mail Address:

jsanchez@thestoutgroup.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

FDOT-Hollywood Blvd- Mackendy Philippi-954-958-7693-\$3,049,774.59 - 2020

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

FDOT-Rock Island-Alejandro Pina- 954-

958-7629-\$1,247,199-2021

FDOT-Campbell Dr-Horizon

Constractors, Inc-Bernon Artola-786-

367-4674-\$16.3 M-2021

FDOT-Hollywood Blvd- Mackendy

Philippi-954-958-7693-\$3,049,774.59

2020

How many years has your organization been in business? 9

Have you ever failed to complete work awarded to you; if so, where and why?

No

The name of the qualifying agent for the firm and his position is: Jose Maria Sanchez - Manager

Certificate of Competency Number of Qualifying Agent: CGC 1507974 / CUC1224022

Effective Date: 9-1-2002Expiration Date: 8-31-2022

Licensed in: Miami Dade/ Florida Engineering Contractor's License # E1400317

(County/State)

Expiration Date: 9-30-

2021

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1.	Have you personally inspected the proposed work and have you a complete plan for its performance? Yes
2.	Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
a) No	
b)	
c)	
d)	
e)	
f)	
g)	
3.	What equipment do you own that is available for the work? The Stout Group, LLC owns all equipment needed to perform the work including: Excavators, Loaders, Dump Trucks, Rollers, bulldozers, motor graders and Asphalt Pavers.
4.	What equipment will you purchase for the proposed work? None
5.	What equipment will you rent for the proposed work? None

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:

Units of	Unit	Unit	Extended
(LF/SF)	(Quantity)	Cost	Cost
LF	1000	\$1.00	\$1000.00
		\$	\$
		\$	\$
		¢	\$
	Measure (LF/SF)	Measure (Quantity) (LF/SF)	Measure (LF/SF) (Quantity) Cost LF 1000 \$1.00 \$ \$

Total: \$1000.00

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: **04-15-2021**

Jose Maria Sanchez III (SIGNATURE)

STATE OF: FloridaCOUNTY OF: Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jose Maria Sanchez III

(Name of Individual Signing)

Jose Maria Sanchez IIIwho, after first being duly sworn by me,

Jose Maria Sanchez IIIaffixed his/her signature in the space provided above on this 15thday of April, 2021.

Yvette Zuluaga - GG173146 NOTARY PUBLIC

My Commission Expires: 1/7/2022

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Jose Maria Sanchez III Manager
Authorized Signature Title

Jose Maria Sanchez III 04-15-2021
Name (Printed) Date

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(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.

Jose Maria Sanchez III
Authorized Signature

Jose Maria Sanchez III - Manager Print Name and Title

04-15-2021Date

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	
The Stout Group, LLC Company Name	
Jose Sanchez Name (Printed)	Jose Sanchez Signature
Jose Sanchez	Manager

p. 416

Date

Title

p. 417

CONSTRUCTION BID CERTIFICATION

<u>Please Note:</u> 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) The Stout Group, LLC

Address: 10850 NW 138th Street Bay #3

City: Hialeah GardensState: FloridaZip: 33018

Telephone No.: 786-452-1481FAX No.: 305-397-2311Email: bids@thestoutgroup.com

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

✓

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Jose Sanchez
Name
Title
Name
Title
Name
Title
Title

<u>ADDENDUM ACKNOWLEDGEMENT</u> - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	3-16-2021	2	4-2-2021	3	04-14-2021

<u>VARIANCES</u>: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost

profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Jose SanchezJose SanchezName (printed)Signature

04/13/21ManagerDateTitle

Revised 4/28/2020

Solicitation 12504-613

Annual Construction of General Stormwater Infrastructure (P12220)

Bid Designation: Public



City of Fort Lauderdale

Bid 12504-613 **Annual Construction of General Stormwater Infrastructure (P12220)**

Bid Number 12504-613

Bid Title Annual Construction of General Stormwater Infrastructure (P12220)

Bid Start Date Mar 5, 2021 8:53:33 AM EST Bid End Date Apr 27, 2021 2:00:00 PM EDT

Question &

Mar 25, 2021 5:00:00 PM EDT **Answer End Date**

Bid Contact Maureen Lewis, MBA, CPPB

Senior Procurement Specialist

Finance 954-828-5239

maureenl@fortlauderdale.gov

Bid Contact Jim Hemphill

> Sr. Procurement Specialist **Procurement Department**

954-828-5143

jhemphill@fortlauderdale.gov

Contract Duration 2 years

Contract Renewal 2 annual renewals

Prices Good for 120 days

Bid Comments

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

Sealed bids will be received electronically until 2:00 p.m., local time, on THURSDAY, APRIL 8, 2021, and opened online immediately thereafter for BID NO.,12504-613, PROJECT NO., 12220, ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE.

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 opening may also be viewed in real time through a "Zoom meeting" or similar type platform by using the following information:

Join Zoom Meeting

Phone one-tap:US: +16692545252,,1610225445#,,1#,277413# or +16468287666,,1610225445#,,1#,277413#

Meeting URL:https://fortlauderdale.zoomgov.com/j/1610225445?pwd=cmJ4emU5Mm5nSkVqQXUrY3VnR1FqZz09

Meeting ID:161 022 5445 Password:277413

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: US: +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

Meeting ID:161 022 5445 Password:277413

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.

This Project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

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

Drawing Plans: There are no drawing plans for this Project.

Licensing Requirements: Possession of Underground contractor's licenses is required for this Project.

Pre-Bid Meeting/Site visit: There will not be a pre-bid meeting or site visit for this Invitation to Bid.

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

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

Bid Bonds:

Bidders can submit bid bonds 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) Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.
- 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 bidder to ensure that his bid is submitted prior to the bid opening date and time listed. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM

Certified Checks, Cashier's Checks and Bank Drafts:

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

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

to consider the bid as non-responsive.

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

For information concerning technical specifications, please utilize the 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. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). <u>Bidders please note:</u> No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

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

Added on Mar 16, 2021:

Licensing/Certification requirement has been revised.

Added on Apr 14, 2021:

Bid date extended to THURSDAY, APRIL 22, 2021.

Added on Apr 22, 2021:

Bid due date has been extended to 4/27/21.

Addendum #1

New Documents P12220.ADDENDUM 1.pdf

Addendum # 2

New Documents P12220.ADDENDUM 2.pdf

Previous End Date Apr 8, 2021 2:00:00 PM EDT New End Date Apr 15, 2021 2:00:00 PM ED

Changes were made to the following items:

PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE (FDOT PAY

ITEM NUMBER NOT APPLICA

PASS-THRU UNFORSEEN UNDERGROUND CONDITIONS

ALLOWANCE (FDOT PAY ITEM NUMBER NOT

PASS-THRU PARTS, STRUCTURES, MATERIALS, AND

MISCELLANEOUS ITEMS ALLOWANCE (FDOT

PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE

(FDOT PAY ITEM NUMBER

PASS-THRU PERMIT ALLOWANCE (FDOT PAY ITEM NUMBER NOT

APPLICABLE)

Addendum #3

Previous End Date **Apr 15, 2021 2:00:00 PM EDT** New End Date **Apr 22, 2021 2:00:00 PM EDT**

Addendum #4

Previous End Date Apr 22, 2021 2:00:00 PM EDT New End Date Apr 27, 2021 2:00:00 PM EDT

Item Response Form

Item 12504-613--01-01 - Base Bid: MOBILIZATION - NIGHT WORK

Lot Description Base Bid
Quantity 20 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 20

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 101-1

Item 12504-613--01-02 - Base Bid: EMERGENCY MOBILIZATION - MOBILIZE WITHIN 24 HR FOR EACH PROJECT

Lot Description Base Bid
Quantity 20 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 20

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 101-1

Item 12504-613--01-03 - Base Bid: TRAFFIC CONTROL OFFICER

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-14

Item 12504-613--01-04 - Base Bid: WORK ZONE SIGN, FURNISH AND INSTALL

Lot Description Base Bid
Quantity 2500 day

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-60

Item 12504-613--01-05 - Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, CONCRETE, UP TO 30

DAYS

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-71-11

12504-613--01-06 - Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, WATERFILLED, UP TO 30

DAYS

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-71-12

12504-613--01-07 - Base Bid: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, FURNISH AND

INSTALL

Lot Description Base Bid
Quantity 5000 day

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-74-1

Item 12504-613--01-08 - Base Bid: CHANNELIZING DEVICE, TYPE III, 6 FEET, FURNISH AND INSTALL

Lot Description Base Bid
Quantity 1000 day

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-74-2

Item 12504-613--01-09 - Base Bid: TRAFFIC CONES, FURNISH AND INSTALL

Lot Description Base Bid
Quantity 5000 day

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E102-74-9

Item 12504-613--01-10 - Base Bid: ARROW BOARD/ADVANCE WARNING ARROW PANEL, FURNISH AND INSTALL

Lot Description Base Bid
Quantity 50 day

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-76

Item 12504-613--01-11 - Base Bid: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, FURNISH AND INSTALL

Lot Description Base Bid
Quantity 50 day

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-99

Item 12504-613-01-12 - Base Bid: PORTABLE REGULATORY, SIGN, FURNISH AND INSTALL

Lot Description Base Bid

Quantity	25 day
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-150-1

Item

12504-613--01-13 - Base Bid: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT, INCLUDES POWER SOURCE (FDOT PAY I

Lot Description

Base Bid

Quantity

40 day

Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 40

Description

See description for Light Tower with Power Source in the specifications section

Item12504-613--01-14 - Base Bid: FDOT CERTIFIED FLAG PERSON (FDOT PAY ITEM NO NA)Lot DescriptionBase BidQuantity1000 hourly rateUnit Price

Delivery Location

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See description for FDOT Flag Person in the specifications section

Item 12504-613--01-15 - Base Bid: ORANGE PLASTIC MESH AND POST(FDOT PAY ITEM NO NA)

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 500

Description

See description for Orange Plastic Mesh and Post in the specifications section

12504-613--01-16 - Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES � DAILY Item **RATE (FDOT P Base Bid** Lot Description 50 each Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 50 Description See description for Steel Traffic Plates for up to 12 FEET Lanes in the specifications section 12504-613--01-17 - Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES � WEEKLY Item **RATE (FDOT Base Bid** Lot Description Quantity 50 each **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 50 Description See description for Steel Traffic Plates for up to 12 FEET Lanes in the specifications section

Item 12504-613--01-18 - Base Bid: SEDIMENT BARRIER (SILT FENCE)

Lot Description Base Bid

Quantity **1500 linear foot**

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-10-3

Item 12504-613-01-19 - Base Bid: SEDIMENT BASIN/CONTANMENT SYSTEM FOR DEWATERING

Lot Description Base Bid
Quantity 100 day

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications

See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-7

Item 12504-613--01-20 - Base Bid: FLOATING TURBIDITY BARRIER

Lot Description Base Bid

Quantity 2500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-11

Item 12504-613--01-21 - Base Bid: INLET PROTECTION

Lot Description Base Bid
Quantity 500 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-18

ltem 12504-613--01-22 - Base Bid: SURVEY FIELD WORK AS PERFORMED BY CREW (FDOT PAY ITEM NUMBER NOT

APPLICABLE)

Lot Description Base Bid

Quantity **500 hourly rate**

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See description for Survey Field Work by Crew in the specifications section

Item 12504-613–01-23 - Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS (FDOT PAY

ITEM NUMBER

Lot Description Base Bid

Quantity	50 each	
Unit Price		
Delivery Location	City of Fort Lauderdale	
	See ITB Specifications	
	See ITB Specifications	
	Fort Lauderdale FL 33301	
	Otv 50	

Description

See description for Utility Locating and Excavation Test Hole in Green Areas in the specifications section

Item

12504-613--01-24 - Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS (FDOT PAY ITEM NU

Lot Description

Quantity

50 each

Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

See description for Utility Locating and Excavation Test Hole in Paved Areas in the specifications section

Item 12504-613--01-25 - Base Bid: REGULAR EXCAVATION

Lot Description Base Bid

Quantity 1700 cubic yard

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301

Qty 1700

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 120-1

Item 12504-613--01-26 - Base Bid: EMBANKMENT

Lot Description Base Bid

Quantity 500 cubic yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 120-6

12504-613--01-27 - Base Bid: FLOWABLE FILL Item Lot Description **Base Bid** 150 cubic yard Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 150 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 121-70 12504-613--01-28 - Base Bid: SELECT BEDDING MATERIAL Item Lot Description **Base Bid** 50 cubic yard Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 50 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 125-3 Item 12504-613--01-29 - Base Bid: FILL SAND, FURNISH AND INSTALL Lot Description Base Bid 50 cubic yard Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 50 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 142-70 Item 12504-613--01-30 - Base Bid: FDOT PAY ITEM NO 145-1: GEOSYNTHETIC REINFORCED SOIL SLOPE Lot Description **Base Bid** 5000 square foot Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 145-1

Item 12504-613--01-31 - Base Bid: SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36 INCHES DEEP WITH

1:3 SLOPES OR FL

Lot Description Base Bid

Quantity 10000 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10000

Description

See description for Utility Locating and Swale Excavation, Grading and Restoration in the specifications section

Item 12504-613--01-32 - Base Bid: RETRO-REFLECTIVE PAVEMENT MARKERS

Lot Description Base Bid
Quantity 100 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 706-3

ltem 12504-613--01-33 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE,

SOLID, 6 INCHES

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-101, 710-11-201, OR 710-11-421

12504-613--01-34 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR

CROSSWALK AND RO

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

Item

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-123 OR 710-11-22

12504-613--01-35 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR

STOP LINE OR CRO

Lot Description Base Bid

Quantity 100 linear foot

Delivery Location

Unit Price

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-125 OR 710-11-225

12504-613--01-36 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 10-30

OR 3-9 SKIP, 6

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-131 OR 710-11-231

12504-613--01-37 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND

NOSE

Lot Description Base Bid

Quantity 100 square foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-190 OR 710-11-290

Item 12504-613--01-38 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, OR YELLOW,

SOLID, 6 INCHES

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-1A-BCD

Item 12504-613--01-39 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCHES

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-11-123

Item 12504-613--01-40 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCHES

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-11-125

Item 12504-613--01-41 - Base Bid: THERMOPLASTIC, REMOVE

Lot Description Base Bid

Quantity 1000 square foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-17

12504-613--01-42 - Base Bid: CURB OR CURB AND GUTTER REMOVAL (FDOT PAY ITEM NUMBER NOT

APPLICABLE)

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1500

Description

See description for Curb or Curb and Gutter Removal in the specifications section

Item 12504-613--01-43 - Base Bid: REMOVAL OF EXISTING CONCRETE PAVEMENT

Lot Description Base Bid

Quantity 3000 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 3000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 110-4

Item 12504-613--01-44 - Base Bid: PAVER BLOCK REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)

Lot Description Base Bid

Quantity 1500 square yard

Unit Price

Delivery Location

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1500

Description

See description for Paver Block Removal in the specifications section

Item 12504-613--01-45 - Base Bid: REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS

(FDOT PAY ITEM

Lot Description

Quantity

150 cubic yard

Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301 **Qty** 150

Description

See description for Removal and Disposal of Unsuitable Non-Contaminated Materials in the specifications section

Item 12504-613--01-46 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 5-7.9 INCHES

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-003

Item 12504-613--01-47 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 8-19.9 INCHES

Lot Description Base Bid

Quantity 5000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-004

Item 12504-613--01-48 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 20-49.9 INCHES

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-005

Item Lot Description	12504-61301-49 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 50 INCHES OR LARGER Base Bid
·	100 linear foot
Quantity	100 iiilear 100t
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 100
Description See Florida Departm	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-006
Item	12504-61301-50 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 5-7.9 INCHES
Lot Description	Base Bid
Quantity	100 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301 Qty 100
See Florida Departm	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-003 12504-61301-51 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9 INCHES
Lot Description	Base Bid
Quantity	300 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
•	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
Description	Qty 300
Description See Florida Departm	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-004
ltem	12504-61301-52 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9 INCHES
Lot Description	Base Bid
Quantity	200 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications

Fort Lauderdale FL 33301

Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-005

Item 12504-613--01-53 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 50 INCHES OR LARGER

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-006

12504-613--01-54 - Base Bid: STORM/SANITARY STRUCTURE REMOVAL (FDOT PAY ITEM NUMBER NOT

APPLICABLE)

Lot Description Base Bid
Quantity 200 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 200

Description

See description for Storm/Sanitary Structure Removal in the specifications section

Item 12504-613--01-55 - Base Bid: LIMEROCK REMOVAL TO A DEPTH OF 8 INCHES (FDOT PAY ITEM NUMBER NOT

APPLICABLE)

Lot Description Base Bid

Quantity **500 square yard**

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See description for Limerock Removal and Disposal up to 8 INCHES in the specifications section

Item 12504-613--01-56 - Base Bid: SINGLE POST SIGN, REMOVE

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-60

Item 12504-613--01-57 - Base Bid: MILLING EXIST ASPH PAVT, 1 INCH AVG DEPTH, AREA

Lot Description Base Bid

Quantity 2500 square yard

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 327-70-1

Item 12504-613--01-58 - Base Bid: CONCRETE SIDEWALK AND DRIVEWAYS, 6 INCHES THICK

Lot Description Base Bid

Quantity 1000 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 522-2

Item 12504-613--01-59 - Base Bid: PAVERS, ARCHITECTURAL, ROADWAY

Lot Description Base Bid

Quantity 1500 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 526-1-1

12504-613--01-60 - Base Bid: PAVERS, ARCHITECTURAL, SIDEWALK

Item

Lot Description Base Bid

Quantity 1500 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 526-1-2

Item 12504-613-01-61 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 3 INCHES

Lot Description Base Bid

Quantity 1000 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-9

Item 12504-613–01-62 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 4 INCHES

Lot Description Base Bid

Quantity 1000 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-8

Item 12504-613-01-63 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 6 INCHES

Lot Description Base Bid

Quantity 3000 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 3000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-1

Item	12504-61301-64 - Base Bid: (OPTIONAL BASE, BASE GROUP 04 (6 INCHES LIMEROCK)
Lot Description	Base Bid	
Quantity	2500 square yard	
Unit Price		
Delivery Location	City of Fort Lauderdale	
	See ITB Specifications	
	See ITB Specifications	
	Fort Lauderdale FL 33301	
Description	Qty 2500	
Description See Florida Departm	ent of Transportation (FDOT) Basis	s of Estimates Manual for description: FDOT Pay Item NO 285-704
Item	12504-61301-65 - Base Bid: 1	TEMPORARY PATCH USING COLD ASPHALTIC MIX, FURNISH AND INSTALL
Lot Description	Base Bid	
Quantity	100 cubic foot	
Unit Price		
Delivery Location	City of Fort Lauderdale	
	See ITB Specifications	
	See ITB Specifications	
	Fort Lauderdale FL 33301	
De a substitue	Qty 100	
Description See description for T	emporary Cold Patch Asphalt up to	8 INCHES in the specifications section
•		·
ltem	12504-61301-66 - Rase Rid: 9	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E
Lot Description	Base Bid	JOI EN AVE ASI HALTIC CONCRETE, TRAITIC A, B, C, B, OK E
Quantity	500 ton	
Unit Price		
	City of Frank Landson date	
Delivery Location	City of Fort Lauderdale	
	<u>See ITB Specifications</u> See ITB Specifications	
	Fort Lauderdale FL 33301	
	Qty 500	
Description		
See Florida Departm 13, 334-1-14, OR 33		s of Estimates Manual for description: FDOT Pay Item NO 334-1-11, 334-1-12, 334-1-
,		
ltem	12504-61301-67 - Base Bid: I	MISCELLANEOUS ASPHALT PAVEMENT
Lot Description	Base Bid	
Quantity	100 ton	
Unit Price		

CAMM #22-0579 Exhibit 3 Page 182 of 339

Delivery Location

City of Fort Lauderdale
See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 339-1

Item 12504-613--01-68 - Base Bid: CONCRETE CURB & GUTTER, TYPE E Lot Description **Base Bid** 50 linear foot Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 50 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-1-7 12504-613--01-69 - Base Bid: CONCRETE CURB & GUTTER, TYPE F Item Lot Description **Base Bid** 1000 linear foot Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1000 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-1-10 Item 12504-613--01-70 - Base Bid: CONCRETE CURB, TYPE D Lot Description **Base Bid** Quantity 2500 linear foot **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2500 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-2-4 12504-613--01-71 - Base Bid: VALLEY GUTTER- CONCRETE Item **Base Bid** Lot Description Quantity 1000 linear foot **Unit Price**

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-3

12504-613--01-72 - Base Bid: DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, FURNISH

AND INSTALL

Lot Description Base Bid

Quantity **500 square foot**

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 527-2

Item 12504-613--01-73 - Base Bid: ADA COMPLIANT CURB RAMP (FDOT PAY ITEM NO NA)

Lot Description Base Bid Quantity 20 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 20

Description

See description for ADA Ramp in the specifications section

Item 12504-613--01-74 - Base Bid: DITCH BOTTOM TYPE C (INDEX 232) LESS THAN 10 FEET

Lot Description Base Bid
Quantity 100 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-52

12504-613--01-75 - Base Bid: DITCH BOTTOM TYPE D (INDEX 232) LESS THAN 10 FEET

Item

Lot Description	Base Bid
Quantity	20 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 20

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-54

Item 12504-613--01-76 - Base Bid: DITCH BOTTOM TYPE ♦ E♦ (INDEX 232) LESS THAN 10 FEET

Lot Description Base Bid

Quantity 20 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications

Qty 20

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-55

Item 12504-613--01-77 - Base Bid: DITCH BOTTOM TYPE &F& (INDEX 233) LESS THAN 10 FEET

Lot Description Base Bid
Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Fort Lauderdale FL 33301

Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-56

Item 12504-613--01-78 - Base Bid: DITCH BOTTOM TYPE &G& (INDEX 233) LESS THAN 10 FEET

Lot Description Base Bid
Quantity 10 each
Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-57

Item	12504-61301-79 - Base Bid: TYPE �C� CATCH BASIN 24X36 INCHES LESS THAN 10 FEET (FDOT PAY ITEM NUMBER NOT
Lot Description	Base Bid
Quantity	30 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 30
Description See description for C	atch Basins/Manholes/ADS Drains/Trench Drains in the specifications section
ltem	12504-61301-80 - Base Bid: LARGE RECTANGULAR TYPE �C� CATCH BASINS WITH TOP SLABS 4X4 FEET OR TYPE INCHESC
Lot Description	Base Bid
Quantity	100 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications Fort Lauderdale FL 33301 Qty 100
Description See description for C	atch Basins/Manholes/ADS Drains/Trench Drains in the specifications section
ltem	12504-61301-81 - Base Bid: LARGE RECTANGULAR TYPE �C� CATCH BASINS WITH TOP SLABS 5X5 FEET OR TYPE INCHESC
Lot Description	Base Bid
Quantity	100 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 100
Description See description for C	atch Basins/Manholes/ADS Drains/Trench Drains in the specifications section
ltem	12504-61301-82 - Base Bid: LARGE RECTANGULAR TYPE �C� CATCH BASINS WITH TOP SLABS 6X6 FEET OR TYPE INCHESC
Lot Description	Base Bid
Quantity	1 each

Unit Price

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item 12504-613-01-83 - Base Bid: LARGE RECTANGULAR TYPE �C� CATCH BASINS WITH TOP SLABS 8X8 FEET

LESS THAN 10 FE

Lot Description Base Bid Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

Item

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

12504-613--01-84 - Base Bid: LARGE RECTANGULAR TYPE �C� CATCH BASINS WITH TOP SLABS 4X6 FEET

LESS THAN 10 FE

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

12504-613--01-85 - Base Bid: LARGE RECTANGULAR TYPE &C& CATCH BASINS WITH TOP SLABS 4X8 FEET

LESS THAN 10 FE

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

12504-613--01-86 - Base Bid: STORM MANHOLE TYPE M-4 (48 INCHES ROUND) LESS THAN 10 FEET (FDOT Item **PAY ITEM NUM** Lot Description **Base Bid** 100 each Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 100 Description See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section 12504-613--01-87 - Base Bid: STORM MANHOLE TYPE M-5 (60 INCHES ROUND) LESS THAN 10 FEET (FDOT Item **PAY ITEM NUM** Lot Description **Base Bid** Quantity 5 each **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 5 Description See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section 12504-613--01-88 - Base Bid: STORM MANHOLE TYPE M-6 (72 INCHES ROUND) LESS THAN 10 FEET (FDOT Item **PAY ITEM NUM Base Bid** Lot Description Quantity 5 each **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item 12504-613--01-89 - Base Bid: STORM MANHOLE TYPE M-7 (84 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM

Lot Description Base Bid

Quantity 3 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications

See ITB Specifications Fort Lauderdale FL 33301

Qty 3

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item 12504-613-01-90 - Base Bid: 18 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER

NOT APPLICAB

Lot Description Base Bid
Quantity 20 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 20

Description

Item

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

12504-613--01-91 - Base Bid: 24 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER

NOT APPLICAB

Lot Description Base Bid
Quantity 5 each

Unit Price
Delivery Location

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

ltem 12504-613--01-92 - Base Bid: 8 INCHESTRENCH DRAIN WITH GRATE 6452 OR APPROVED EQUAL (FDOT PAY

ITEM NUMBER N

Lot Description Base Bid
Quantity 10 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 10

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

12504-613--01-93 - Base Bid: 10 INCHES TRENCH DRAIN WITH GRATE 6453 OR APPROVED EQUAL (FDOT PAY

Item

Lot Description Base Bid
Quantity 50 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

ltem 12504-613--01-94 - Base Bid: 12 INCHES TRENCH DRAIN WITH GRATE 6454 OR APPROVED EQUAL (FDOT PAY

ITEM NUMBER

Lot Description Base Bid

Quantity 125 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 125

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item 12504-613--01-95 - Base Bid: 15 INCHES TRENCH DRAIN WITH GRATE 6455 OR APPROVED EQUAL (FDOT PAY

ITEM NUMBER

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

12504-613--01-96 - Base Bid: 18 INCHES TRENCH DRAIN WITH GRATE 6456 OR APPROVED EQUAL (FDOT PAY

ITEM NUMBER

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item 12504-613--01-97 - Base Bid: INLETS, ADJUST

Lot Description Base Bid

Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-4

Item 12504-613--01-98 - Base Bid: MANHOLE, ADJUST

Lot Description Base Bid
Quantity 50 each

Delivery Location

Unit Price

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-5

Item 12504-613--01-99 - Base Bid: VALVE BOXES, ADJUST

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-6

Item 12504-613--01-100 - Base Bid: DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST

Lot Description Base Bid
Quantity 50 each

Unit Price

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-8

Item 12504-613--01-101 - Base Bid: DRAINAGE STRUCTURE MODIFY

Lot Description Base Bid
Quantity 100 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-11

Item 12504-613--01-102 - Base Bid: INLETS RELOCATING

Lot Description Base Bid
Quantity 25 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-71

Item 12504-613--01-103 - Base Bid: MANHOLES AND INLETS CLEANING AND SEALING, LESS THAN 10 FEET

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-74-1

ltem 12504-613--01-104 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, LESS THAN 12 INCHES STORM

DRAIN (INSTALL

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

Item

See description for Pipe Culvert Installation in the specifications section

12504-613--01-105 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, LESS THAN 12 INCHES STORM

DRAIN (INSTALL

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See description for Pipe Culvert Installation in the specifications section

ltem 12504-613--01-106 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 12 INCHES, 15 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-112, 430-174-115

12504-613--01-107 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12 INCHES, 15 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-112, 430-174-115

Item 12504-613--01-108 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 18 INCHES, 24 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-118, 430-174-124

12504-613-01-109 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCHES, 24 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-118, 430-174-124

ltem 12504-613--01-110 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 30 INCHES, 36 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-130, 430-174-136

ltem 12504-613-01-111 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30 INCHES, 36 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-130, 430-174-136

12504-613--01-112 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 42 INCHES, 48 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-142, 430-174-148

12504-613--01-113 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42 INCHES, 48 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-142, 430-174-148

12504-613--01-114 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 54 INCHES, 60 INCHES STORM

DRAIN (INSTAL

Lot Description Base Bid

Quantity **500 linear foot**

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-154, 430-174-160

Item	12504-61301-115 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54 INCHES, 60 INCHES STOP DRAIN (INSTAL		
Lot Description	Base Bid		
Quantity	400 linear foot		
Unit Price			
Delivery Location	City of Fort Lauderdale		
	See ITB Specifications		
	See ITB Specifications Fort Lauderdale FL 33301		
	Qty 400		
Description			
See Florida Departm	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-154, 430-174-160		
ltem	12504-61301-116 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15 INCHES		
Lot Description	18 INCHES Base Bid		
Quantity	250 linear foot		
Unit Price	230 iii cui 1000		
Delivery Location	City of Fort Lauderdale		
Delivery Location	See ITB Specifications		
	See ITB Specifications		
	Fort Lauderdale FL 33301		
	Qty 250		
Description See Florida Departm 218	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-215 OR 430-174-		
Item	12504-61301-117 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15 INCHES 18 INCHES		
Lot Description	Base Bid		
Quantity	250 linear foot		
Unit Price			
Delivery Location	City of Fort Lauderdale		
-	See ITB Specifications		
	See ITB Specifications		
	Fort Lauderdale FL 33301 Qty 250		
Description See Florida Departm 218	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-215 OR 430-174-		
Item	12504-61301-118 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24 INCHES		
Lot Description	Base Bid		
Quantity	200 linear foot		
Unit Price			

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-224

Item 12504-613-01-119 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 24 INCHES

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-224

12504-613-01-120 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 30 INCHES,

36 INCHES

Lot Description Base Bid

Quantity 150 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 150

Description

See Fiorida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-230 OR 430-174-236

ltem 12504-613--01-121 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 30 INCHES,

36 INCHES

Lot Description Base Bid

Quantity 150 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 150

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-230 OR 430-174-236

Item	12504-61301-122 - Base Bid: CLEANING & SEALING EXISTING PIPE JOIN SEWER	IT, 10 INCHES TO 24 INCHES, STORM
Lot Description	Base Bid	
Quantity	150 each	
Unit Price		
Delivery Location	City of Fort Lauderdale	
	See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 150	
Description See Florida Departm 430-821-29	tment of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pa	y Item NO 430-821-23, 430-821-25, OF
Item	12504-61301-123 - Base Bid: CLEANING & SEALING EXISTING PIPE JOIN SEWER	T, 30 INCHES, 36 INCHES, STORM
Lot Description	Base Bid	
Quantity	50 each	
Unit Price		
Delivery Location	City of Fort Lauderdale	
	See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50	
Description See Florida Departm	tment of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pa	y Item NO 430-821-33 OR 430-821-38
Item	12504-61301-124 - Base Bid: CLEANING & SEALING EXISTING PIPE JOIN SEWER	IT, 42 INCHES, 48 INCHES, STORM
Lot Description	Base Bid	
Quantity	50 each	
Unit Price		
Delivery Location	City of Fort Lauderdale	
	See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50	
Description See Florida Departm	tment of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pa	y Item NO 430-821-40 OR 430-821-41
ltem	12504-61301-125 - Base Bid: CLEANING & SEALING EXISTING PIPE JOIN SEWER	T, 54 INCHES, 60 INCHES, STORM
Lot Description	Base Bid	
Quantity	50 each	
Unit Price		

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-42 OR 430-821-43

Item 12504-613-01-126 - Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, >60 INCHES, STORM SEWER

Lot Description Base Bid
Quantity 25 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-61

Item 12504-613--01-127 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 12 INCHES, 15 INCHES, 18 INCHES

Lot Description Base Bid
Quantity 10 each

Unit Price
Delivery Location

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-121, 430-982-123, OR 430-982-12

Item 12504-613--01-128 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 24 INCHES

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-129

Item 12504-613--01-129 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 30 INCHES,36 INCHES

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-133 OR 430-982-138

Item 12504-613--01-130 - Base Bid: FRENCH DRAIN, LESS THAN 12 INCHES

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for French Drain in the specifications section

Item 12504-613--01-131 - Base Bid: FRENCH DRAIN, 12 TO 18 INCHES

Lot Description Base Bid

Quantity 3500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 3500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 443-70-3

Item 12504-613--01-132 - Base Bid: FRENCH DRAIN, 24 INCHES

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 443-70-4

Itom	12504 612 01 122 Page Bid: CTORM CEWER INICRECTION (VIDEO CAMERA)
Item Lot Description	12504-61301-133 - Base Bid: STORM SEWER INSPECTION (VIDEO CAMERA) Base Bid
Quantity	5000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
Delivery Location	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
D	Qty 5000
Description See Florida Departm	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E432-4
Item	12504-61301-134 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 0-24 INCH PIPES
Lot Description	Base Bid
Quantity	1000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301 Qty 1000
Description See Florida Departm Item	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-1 12504-613-01-135 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 25-36 INCH PIPES
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
,	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
Description	Qty 500
	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-2
ltem	12504-61301-136 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 37-48 INCH PIPES
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications

Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-3

Item 12504-613--01-137 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 49-60 INCHES PIPES

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-4

Item 12504-613--01-138 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 61 INCHES AND GREATER PIPES

Lot Description Base Bid

Quantity 250 linear foot

Delivery Location

Unit Price

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 250

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-5

12504-613--01-139 - Base Bid: CONCRETE COLLAR AT JOINTS FOR CONNECTING DISSIMILAR TYPES OF PIPE

AND CONCRETE P

Lot Description Base Bid
Quantity 200 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-96

Item 12504-613--01-140 - Base Bid: PIPE LINER, SLIP LINER, 0-24 INCHES

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-32

Item 12504-613-01-141 - Base Bid: PIPE LINER, SLIP LINER, 25-36 INCHES

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-33

Item 12504-613--01-142 - Base Bid: PIPE LINER, SLIP LINER, 37-48 INCHES

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-34

Item 12504-613--01-143 - Base Bid: PIPE LINER, SLIP LINER, 49-60 INCHES

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-35

Item 12504-613--01-144 - Base Bid: PIPE LINER, SLIP LINER, 61 INCHES AND GREATER

Lot Description Base Bid

Quantity **500 linear foot**

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-36

Item 12504-613-01-145 - Base Bid: BALLAST ROCK, FRENCH DRAIN AGGREGATE, FURNISH AND INSTALL

Lot Description Base Bid

Quantity 100 cubic yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for French Drain Aggregate in the specifications section

Item 12504-613-01-146 - Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH NO OUTFLOW

Lot Description Base Bid Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-74-1

Item 12504-613--01-147 - Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH OUTFLOW

Lot Description Base Bid
Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-74-1

Item	12504-61301-148 - Base Bid: DEEP WELL OPEN HOLE , 24 INCHES
Lot Description	Base Bid
Quantity	2000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
Description	Qty 2000
	ent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-70-11
Item	12504-61301-149 - Base Bid: DEEP WELL CASING
Lot Description	Base Bid
Quantity	2000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
Description	Qty 2000
	ent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-11
ltem	12504-61301-150 - Base Bid: (0-23 INCHES) DEEP WELL CLEANING
Lot Description	Base Bid
Quantity	2000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
•	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
D	Qty 2000
Description See Florida Departm	nent of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-10
Item	12504-61301-151 - Base Bid: (24 INCHES) DEEP WELL CLEANING
Lot Description	Base Bid
Quantity	2000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-11

Item 12504-613--01-152 - Base Bid: (25 INCHES AND GREATER) DEEP WELL CLEANING Lot Description **Base Bid** 2000 linear foot Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 2000 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-12 Item 12504-613--01-153 - Base Bid: SHEET PILING, STEEL TEMPORARY-CRITICAL Lot Description **Base Bid** 1500 square foot Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 **Qty** 1500 Description See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 455-133-2 12504-613--01-154 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, Item 0-24 INCHES P Lot Description **Base Bid** 2500 linear foot Quantity **Unit Price Delivery Location City of Fort Lauderdale** See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-1

12504-613--01-155 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, Item **24-36 INCHES Base Bid** Lot Description

1000 linear foot Quantity

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications

See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-2

Item 12504-613--01-156 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD,

37-48 INCHES

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-3

12504-613--01-157 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD,

49-60 INCHES

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-4

12504-613--01-158 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD,

61 INCHES OR

Lot Description Base Bid

Quantity **500 linear foot**

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-5

12504-613--01-159 - Base Bid: WELL POINT SYSTEM COMPLETE, 4 INCHES PUMP, FURNISH AND INSTALL

Item

(FDOT PAY ITEM

Lot Description Base Bid
Quantity 100 day

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 100

Description

See description for Well Point Dewatering System in the specifications section

12504-613--01-160 - Base Bid: WELL POINT SYSTEM COMPLETE, 6 INCHES PUMP, FURNISH AND INSTALL

(FDOT PAY ITEM

Lot Description Base Bid
Quantity 40 day

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 40

Description

See description for Well Point Dewatering System in the specifications section

12504-613--01-161 - Base Bid: WELL POINT SYSTEM COMPLETE, 8 INCHES PUMP, FURNISH AND INSTALL

(FDOT PAY ITEM

Lot Description Base Bid
Quantity 20 day

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 20

Description

See description for Well Point Dewatering System in the specifications section

Item 12504-613-01-162 - Base Bid: BY-PASS PUMP 4 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)

Lot Description Base Bid
Quantity 200 day

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 200

Description

See description for By-pass Pump in the specifications section

Item 12504-613-01-163 - Base Bid: BY-PASS PUMP 6 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)

Lot Description Base Bid
Quantity 80 day

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 80

Description

See description for By-pass Pump in the specifications section

Item 12504-613--01-164 - Base Bid: BY-PASS PUMP 8 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)

Lot Description Base Bid
Quantity 40 day

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 40

Description

See description for By-pass Pump in the specifications section

Item 12504-613--01-165 - Base Bid: 8 TO 12 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE -

INCLUDES INST

Lot Description Base Bid
Quantity 200 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 200

Description

See description for Drainage Line Plugs in the specifications section

ltem 12504-613--01-166 - Base Bid: 15-24 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE -

INCLUDES INSTAL

Lot Description Base Bid
Quantity 150 each

Unit Price

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 150

Description

See description for Drainage Line Plugs in the specifications section

Item 12504-613--01-167 - Base Bid: 30-42 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE -

INCLUDES INSTAL

Lot Description Base Bid
Quantity 100 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Drainage Line Plugs in the specifications section

ltem 12504-613--01-168 - Base Bid: 48-60 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE -

INCLUDES INSTAL

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See description for Drainage Line Plugs in the specifications section

12504-613--01-169 - Base Bid: 60 INCHES AND ABOVE PLUG FOR BLOCKING DRAINAGE LINE WITHIN

WATERTABLE - INCLUDE

Lot Description Base Bid
Quantity 25 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 25

Description

See description for Drainage Line Plugs in the specifications section

Item 12504-613--01-170 - Base Bid: RIPRAP, SAND-CEMENT

Lot Description Base Bid

Quantity 25 cubic yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-1

Item 12504-613--01-171 - Base Bid: RIPRAP- RUBBLE, BANK AND SHORE

Lot Description Base Bid Quantity 5 ton

Delivery Location

Unit Price

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-3-3

Item 12504-613--01-172 - Base Bid: RIPRAP, RUBBLE, FURNISH AND INSTALL, DITCH LINING

Lot Description Base Bid
Quantity 5 ton
Unit Price

Delivery Location

City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-3-4

12504-613--01-173 - Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE (FDOT PAY ITEM NUMBER NOT

APPLICABLE)

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See description for Fencing and Gates in the specifications section

ltem 12504-613--01-174 - Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE GATE OPENING, SINGLE, 0-6� (FDOT

PAY ITEM NUM

Lot Description Base Bid
Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See description for Fencing and Gates in the specifications section

12504-613--01-175 - Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE (FDOT PAY ITEM

NUMBER NOT AP

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See description for Fencing and Gates in the specifications section

ltem 12504-613--01-176 - Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE GATE OPENING,

SINGLE, 0-6♦ (FD

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Fencing and Gates in the specifications section

Item 12504-613--01-177 - Base Bid: STANDARD 6 FOOT VINYL FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 500

Description

See description for Fencing and Gates in the specifications section

ltem 12504-613--01-178 - Base Bid: STANDARD 6 FOOT VINYL FENCE GATE OPENING, SINGLE, 0-6♦ (FDOT PAY

ITEM NUMBER N

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Fencing and Gates in the specifications section

12504-613--01-179 - Base Bid: FDOT PAY ITEM NO 550-60-211: FENCE GATE, TYPE B, SINGLE, 0-6.0 FEET

OPENING

Lot Description Base Bid
Quantity 5 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 550-60-211

12504-613--01-180 - Base Bid: FDOT PAY ITEM NO 550-60-212, 550-60-213, OR 550-60-214: FENCE GATE, TYPE

В, 3

B, SI

Lot Description

Base Bid

Quantity

Item

2 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 550-60-212, 550-60-213, OR 550-60-214

Item	12504-61301-181 - Base Bid: ADDITIONAL LABORER (FDOT PAY ITEM NUMBER NOT APPLICABLE)
Lot Description	Base Bid
Quantity	5000 hourly rate
Unit Price	
Delivery Location	City of Fort Lauderdale
•	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301 Qty 5000
Description	Qty 3000
	Aiscellaneous Hourly Rates in the specifications section
ltem	12504-61301-182 - Base Bid: MASTER ELECTRICIAN (FDOT PAY ITEM NUMBER NOT APPLICABLE)
Lot Description	Base Bid
Quantity	100 hourly rate
Unit Price	
Delivery Location	City of Fort Lauderdale
•	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
Description	Qty 100
Description See description for N	Miscellaneous Hourly Rates in the specifications section
·	
	40504 C42 04 402 David D' L DIVED (DECLII AD TIME) (ED OT DAVITEM AU MADED MOT ADDI ICADI E)
Item	12504-61301-183 - Base Bid: DIVER (REGULAR TIME) (FDOT PAY ITEM NUMBER NOT APPLICABLE)
Lot Description	Base Bid
Quantity	50 hourly rate
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>See ITB Specifications</u> See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 50
Description	
See description for N	Aiscellaneous Hourly Rates in the specifications section
Item	12504-61301-184 - Base Bid: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP)
item	ASPHALT PAVING LEVE
Lot Description	Base Bid
Quantity	50 hourly rate
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item 12504-613--01-185 - Base Bid: SERVICE TRUCK & OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS, 4 HR

MINIMUM CHAR

Lot Description Base Bid

Quantity **100 hourly rate**

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

12504-613–01-186 - Base Bid: BUCKET TRUCK & OPERATOR, 50 FT REACH, 4 HR MINIMUM CHARGE (FDOT

PAY ITEM NUMBE

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item 12504-613--01-187 - Base Bid: D3 OR D5 DOZER & OPERATOR (FDOT PAY ITEM NUMBER NOT APPLICABLE)

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

ltem 12504-613--01-188 - Base Bid: CRANE & OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4

HR MINIMUM CH

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item 12504-613--01-189 - Base Bid: VAC TRUCK, 3-PERSON CREW, 4 HR MINIMUM CHARGE (FDOT PAY ITEM

NUMBER NOT APPLIC

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

12504-613--01-190 - Base Bid: SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM, 4 HR MINIMUM

CHARGE (FDOT PAY IT

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item 12504-613--01-191 - Base Bid: BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM, 4 HR MINIMUM

CHARGE (FDOT PAY

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

ltem 12504-613--01-192 - Base Bid: DUMP TRUCK & OPERATOR, SINGLE-AXLE, 5 cubic yard MINIMUM CAPACITY,

4 HR MINIMUM

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item 12504-613-01-193 - Base Bid: ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW (FDOT PAY ITEM

NUMBER NOT APPLI

Lot Description Base Bid

Quantity 24 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 24

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item 12504-613--01-194 - Base Bid: CERTIFIED ARBORIST (FDOT PAY ITEM NUMBER NOT APPLICABLE)

Lot Description Base Bid

Quantity 10 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item 12504-613--01-195 - Base Bid: SINGLE POST SIGN, INSTALL

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-40

Item 12504-613--01-196 - Base Bid: SINGLE POST SIGN, RELOCATE

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-50

Item 12504-613--01-197 - Base Bid: FIRE HYDRANT, ADJUST AND MODIFY

Lot Description Base Bid Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1644-700

Item 12504-613--01-198 - Base Bid: FIRE HYDRANT, RELOCATE

Lot Description Base Bid
Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1644-800

ltem 12504-613--01-199 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 10 INCHES CLEANOUT ACCESS TO

COVER 12-INCH -15 I

Lot Description Base Bid

Quantity
Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

Item 12504-613--01-200 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO

COVER 12-INCH -15 I

Lot Description Base Bid
Quantity 100 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

12504-613--01-201 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO

COVER 18-INCH -24 I

Lot Description Base Bid
Quantity 100 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

12504-613--01-202 - Base Bid: FURNISH AND INSTALL 10 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 50 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item 12504-613--01-203 - Base Bid: FURNISH AND INSTALL 12 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item 12504-613-01-204 - Base Bid: FURNISH AND INSTALL 15 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

12504-613-01-205 - Base Bid: FURNISH AND INSTALL 18 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 50 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

12504-613--01-206 - Base Bid: FURNISH AND INSTALL 24 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 25 each

Unit Price

CAMM #22-0579 Exhibit 3 Page 220 of 339 Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 25

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item

12504-613--01-207 - Base Bid: FURNISH AND INSTALL 30 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 25 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 25

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

12504-613--01-208 - Base Bid: FURNISH AND INSTALL 36 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 20 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 20

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

12504-613--01-209 - Base Bid: FURNISH AND INSTALL 42 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 10 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item

12504-613--01-210 - Base Bid: FURNISH AND INSTALL 48 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A

Lot Description

Base Bid

Quantity

10 each

Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 10

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item 12504-613-01-211 - Base Bid: FURNISH AND INSTALL 54 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item 12504-613-01-212 - Base Bid: FURNISH AND INSTALL 60 INCHES INLINE WASTOP CHECK VALVES WITH ALL

FITTINGS OR A

Lot Description Base Bid
Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item

12504-613-01-213 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO

230 WITH ALL FITTI

Lot Description Base Bid
Quantity 20 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications

See ITB Specifications Fort Lauderdale FL 33301

Qty 20

Description

See description for Aluminum Manatee Grate in the specifications section

Item

12504-613-01-214 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO

230 WITH ALL FITTI

Lot Description Base Bid
Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 10

Description

See description for Aluminum Manatee Grate in the specifications section

12504-613--01-215 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO

230 WITH ALL FITTI

Lot Description Base Bid
Quantity 5 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Aluminum Manatee Grate in the specifications section

12504-613--01-216 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO

230 WITH ALL FITTI

Lot Description Base Bid
Quantity 5 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Aluminum Manatee Grate in the specifications section

12504-613--01-217 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO

Item

230 WITH ALL FITTI

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Aluminum Manatee Grate in the specifications section

12504-613-01-218 - Base Bid: FURNISH AND INSTALL 8 TO 15 INCH DRAINAGE OUTFALLS BY CORE

DRILLING EXISTING SEA

Lot Description Base Bid
Quantity 40 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 40

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

12504-613--01-219 - Base Bid: FURNISH AND INSTALL 18 TO 24 INCH DRAINAGE OUTFALLS BY CORE

DRILLING EXISTING SE

Lot Description Base Bid
Quantity 25 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 25

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

12504-613-01-220 - Base Bid: FURNISH AND INSTALL 30 TO 36 INCH DRAINAGE OUTFALLS BY CORE

DRILLING EXISTING SE

Lot Description Base Bid
Quantity 5 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications

Fort Lauderdale FL 33301

Qty 5

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item 12504-613-01-221 - Base Bid: FURNISH AND INSTALL 42 TO 48 INCH DRAINAGE OUTFALLS BY CORE

DRILLING EXISTING SE

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

12504-613--01-222 - Base Bid: FURNISH AND INSTALL 54 TO 60 INCH DRAINAGE OUTFALLS BY CORE

DRILLING EXISTING SE

Lot Description Base Bid
Quantity 3 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 3

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item 12504-613--01-223 - Base Bid: FURNISH AND INSTALL 61 INCH AND ABOVE DRAINAGE OUTFALLS BY CORE

DRILLING EXISTIN

Lot Description Base Bid
Quantity 3 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 3

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item

12504-613--01-224 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR PIPES 8 INCHES AND UNDER

(FDOT PAY ITEM

Lot Description Base Bid

Quantity 50 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

Item

See description for Pipe Bursting in the specifications section

12504-613--01-225 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 10 INCHES PIPES (FDOT PAY ITEM

NUMBER NO

Lot Description Base Bid
Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 500

Description

See description for Pipe Bursting in the specifications section

ltem 12504-613--01-226 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 12 INCHES PIPES (FDOT PAY ITEM

NUMBER NO

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1000

Description

See description for Pipe Bursting in the specifications section

12504-613--01-227 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 15 INCHES PIPES (FDOT PAY ITEM

NUMBER NO

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 1500

Description

See description for Pipe Bursting in the specifications section

Item

12504-613--01-228 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 18 INCHES PIPES (FDOT PAY ITEM

NUMBER NO

Lot Description Base Bid

Quantity **500 linear foot**

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See description for Pipe Bursting in the specifications section

12504-613--01-229 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 24 INCHES PIPES (FDOT PAY ITEM

NUMBER NO

Lot Description Base Bid

Quantity 300 linear foot

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 300

Description

See description for Pipe Bursting in the specifications section

Item

12504-613--01-230 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 30 INCHES PIPES (FDOT PAY ITEM

NUMBER NO

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 200

Description

See description for Pipe Bursting in the specifications section

Item 12504-613--01-231 - Base Bid: DIRECTIONAL BORE, 10 INCHES OR LESS

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 500

Description

See description for Directional Bore in the specifications section

Item 12504-613--01-232 - Base Bid: DIRECTIONAL BORE, 12 INCHES

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-112

Item 12504-613--01-233 - Base Bid: DIRECTIONAL BORE, 15 INCHES

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-115

Item 12504-613--01-234 - Base Bid: DIRECTIONAL BORE, 18 INCHES

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-118

Item 12504-613--01-235 - Base Bid: DIRECTIONAL BORE, 24 INCHES

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-124

Item 12504-613--01-236 - Base Bid: DIRECTIONAL BORE, 30 INCHES

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-130

Item 12504-613--01-237 - Base Bid: DIRECTIONAL BORE, 36 INCHES

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-136

Item 12504-613--01-238 - Base Bid: DIRECTIONAL BORE, 42 INCHES

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-142

Item 12504-613--01-239 - Base Bid: FERTILIZER 40 LB. BAG, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT

APPLICABL

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Fertilizer in the specifications section

ltem 12504-613--01-240 - Base Bid: ROOT BARRIER, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT

APPLICABLE)

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See description for Root Barrier in the specifications section

12504-613--01-241 - Base Bid: TREE REMOVAL, 0-12 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY

ITEM NUMBE

Lot Description Base Bid
Quantity 200 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 200

Description

See description for Tree Removal in the specifications section

Item 12504-613-01-242 - Base Bid: TREE REMOVAL, 12.1-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT

PAY ITEM NU

Lot Description Base Bid
Quantity 100 each

D.P. . . I

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications

Unit Price

Fort Lauderdale FL 33301

Qty 100

Description

See description for Tree Removal in the specifications section

Item 12504-613-01-243 - Base Bid: TREE REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT

PAY ITEM NU

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See description for Tree Removal in the specifications section

Item 12504-613-01-244 - Base Bid: TREE REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT

PAY ITEM NU

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 5

Description

See description for Tree Removal in the specifications section

12504-613--01-245 - Base Bid: TREE REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST

HEIGHT (FDOT PAY I

Lot Description Base Bid
Quantity 2 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2

Description

See description for Tree Removal in the specifications section

ltem 12504-613--01-246 - Base Bid: STUMP GRINDING/REMOVAL, 0-24 INCHES TRUNK DIAMETER AT BREAST

HEIGHT (FDOT PAY I

Lot Description Base Bid
Quantity 100 each
Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 100

Description

Item

See description for Stump Grinding-Removal in the specifications section

12504-613--01-247 - Base Bid: STUMP GRINDING/REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST

HEIGHT (FDOT PA

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See description for Stump Grinding-Removal in the specifications section

12504-613--01-248 - Base Bid: STUMP GRINDING/REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST

HEIGHT (FDOT PA

Lot Description Base Bid
Quantity 10 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 10

Description

See description for Stump Grinding-Removal in the specifications section

ltem 12504-613--01-249 - Base Bid: STUMP GRINDING/REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER

AT BREAST HEIGHT

Lot Description Base Bid
Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

See description for Stump Grinding-Removal in the specifications section

Item 12504-613--01-250 - Base Bid: HEDGES AND SHRUBS REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)

Lot Description Base Bid

Quantity 2000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See description for Tree Removal in the specifications section

Item 12504-613--01-251 - Base Bid: BAHIA SOD (FDOT PAY ITEM NUMBER NOT APPLICABLE)

Lot Description Base Bid

Quantity 200 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 200

Description

See description for Sod in the specifications section

Item 12504-613-01-252 - Base Bid: FDOT PAY ITEM NO 570-1-2: PERFORMANCE TURF, SOD (ST AUGUSTINE,

CENTIPEDE, FLOR

Lot Description Base Bid

Quantity **5000 square yard**

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 570-1-2

Item 12504-613--01-253 - Base Bid: FDOT PAY ITEM NO NA: SALT TOLERANT TURF, SOD (SEASHORE PASPALUM

OR APPROVED EQ

Lot Description Base Bid

Quantity 2000 square yard

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 2000

Description

See description for Sod in the specifications section

12504-613--01-254 - Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 3-

GALLON CONTAINER (F

Lot Description Base Bid
Quantity 500 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 500

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

12504-613--01-255 - Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-

GALLON CONTAINER (F

Lot Description Base Bid
Quantity 500 each

Unit Price

Item

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 500

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

ltem 12504-613--01-256 - Base Bid: COMMON PALM SPECIES (BISMARK, DATE, SILVER, CHRISTMAS, ROYAL,

THATCH, CABBAGE AN

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301

Qty 50

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

Item 12504-613--01-257 - Base Bid: COMMON TREE SPECIES (LIVE OAK, WILD TAMARIND, GREEN OR SILVER

BUTTONWOOD, BALD O

Lot Description Base Bid
Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

<u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301

Qty 50

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

CITY OF FORT LAUDERDALE CONTRACT AND SPECIFICATIONS PACKAGE

BID NO. 12504-613

PROJECT NO. 12220

ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE



RARES V. PETRICA SENIOR PROJECT MANAGER

MAUREEN LEWIS, MBA, CPPB SENIOR PROCUREMENT SPECIALIST

Telephone: (954) 828-5239 E-mail: maureenl@fortlauderdale.gov

TABLE OF CONTENTS

<u>Description</u>		<u>Pages</u>
I.	BID INFORMATION	
	Invitation to Bid Instruction to Bidders General Conditions Special Conditions	IB-1 thru IB-7
II.	CONSTRUCTION AGREEMENT (SAMPLE)	C-1 thru C-38
III.	DETAILED SPECIFICATIONS	16

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

CITB Prime Contractor Identification CITB Questionnaire Sheet CITB Trench Safety Non-Collusion Statement Non-Discrimination Certification Form Contract Payment Method Construction Bid Certification Page

INVITATION TO BID

Sealed bids will be received electronically until 2:00 p.m., local time, on THURSDAY, APRIL 8, 2021, and opened online immediately thereafter for BID NO.,12504-613, PROJECT NO., 12220, ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE.

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 opening may also be viewed in real time through a "Zoom meeting" or similar type platform by using the following information:

Join Zoom Meeting

Phone one-tap:: US: +16692545252,1610225445#,,1#,277413# or +16468287666,,1610225445#,,1#,277413#

Meeting URL: https://fortlauderdale.zoomgov.com/i/1610225445?pwd=cmJ4emU5Mm5nSkVqQXUrY3VnR1FqZz09

Meeting ID: 161 022 5445 Password: 277413

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: US +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

Meeting ID:161 022 5445 Password:277413

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.

This Project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

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

Drawing Plans: There are no drawing plans for this Project.

<u>Licensing Requirements:</u> Possession of Underground contractor's licenses is required for this Project.

<u>Pre-Bid Meeting/Site visit:</u> There will not be a pre-bid meeting or site visit for this Invitation to Bid.

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

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

Bid Bonds:

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

- 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) Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.
- 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 bidder to ensure that his bid is submitted prior to the bid opening date and time listed. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM

Certified Checks, Cashier's Checks and Bank Drafts:

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

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

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

For information concerning technical specifications, please utilize the 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. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website

— http://www.fortlauderdale.gov/departments/finance/procurement-services. For general inquiries, please call (954) 828-5933.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

<u>PUBLIC ENTITY CRIMES</u> - 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.

<u>FORMS OF PROPOSALS</u> - Each proposal and its accompanying statements must be made on the blanks provided. <u>THE FORMS MUST BE SUBMITTED ELECTRONICALLY</u>, <u>IN GOOD ORDER WITH ALL BLANKS COMPLETED</u>, and must show the name of the bidder and a statement as to its contents.

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.

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

<u>BID BOND</u> - A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City of Fort Lauderdale, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder 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 bidder 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 bidder 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, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid 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.

<u>FILLING IN BIDS</u> - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

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

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

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

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

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

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

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

<u>REJECTION OF BIDS</u> - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. 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.

<u>BID PROTEST PROCEDURE:</u> Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: http://www.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?nodeld=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

<u>WITHDRAWALS</u> - Any bidder may, without prejudice to himself, withdraw his 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.

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

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

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

<u>COPIES OF DRAWING PLANS</u> - There are no drawing plans for this Project.

<u>SURETY BOND</u> – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2020), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and 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 Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

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

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

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

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

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

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

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION AND SMALL BUSINESS - It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least fifty-one percent (51%) of which is owned by females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK includes persons having origins in any of the Black racial groups of Africa.

- WHITE includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
- HISPANIC includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
- NATIVE AMERICAN includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- ASIAN AMERICAN includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

<u>DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS</u> - 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.

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **GC- 04 CONSTRUCTION RESOURCES** Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.
- GC 05 CONTROL OF THE WORK The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.
- GC 06 SUB-CONTRACTOR The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

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

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

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

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

- **GC 08 NO ORAL CHANGES** Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.
- **GC 09 PERMITS AND PROTECTION OF PUBLIC** Permits on file with the City and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

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

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

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

- GC 10 DISEASE REGULATIONS The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.
- GC 11 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.
- GC 12 MATERIALS AND WORKMANSHIP All material shall be new and the workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of a dispute, the Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

Florida Power & Light Company will provide all Project conduit, conduit couplings, conduit bends, splice boxes, pull boxes, equipment pads, equipment chambers, etc. necessary for the installation of those facilities to be installed for FP&L's use. Contractor shall be responsible for obtaining materials from FP&L. Contractor shall also be responsible for the quantity and maintaining quality of the material obtained from FP&L. Contractor shall be responsible for obtaining and providing all non-FP&L provided materials including but not limited to AT&T materials and Comcast materials. Contractor shall be responsible for material storage and security. Contractor shall provide details for storage and security in Contractor's Work Plan.

- GC 13 COMPLETED WORK, INSPECTIONS AND ACCEPTANCE Contractor shall schedule Project inspections two (2) business days in advance with FP&L and the City. Contractor shall coordinate with FP&L to have all completed work inspected and accepted in writing by the FP&L inspector. Contractor will secure such acceptance in writing for Completed tasks prior to obtaining approval and acceptance from the City, and prior to issuance of a pay request being released for progress payment. Contractor shall notify the Project Manager in advance of scheduled FP&L inspections as to the work to be inspected and the scheduled time. As-built survey, sealed and signed by the a Professional Surveyor registered in the State of Florida, for each task shall be provided by the Contractor prior to City's acceptance and final payment.
- GC 14 SAFEGUARDING MARKS The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of reestablishing 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 15 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. Employees shall not relieve themselves at any other place within the City Limits.
- **GC 16 PROGRESS MEETINGS** Weekly Status meetings will be conducted with representatives from the City, FP&L and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.
- **GC 17 ISSUE RESOLUTION** Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.
- GC 18 CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION Prior to commencing work, Contractor shall provide to the City a list of all personnel and subcontractors 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 19 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 20 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 work. Contractor's onsite superintendent shall be knowledgeable and experienced in such overhead to underground conversion work.
- **GC 21 EXISTING UTILITY SERVICE** All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.
- **GC 22 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 - 23 - 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 - 24 - 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 - 25 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

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

GC - 26 - 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 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 - 27 - 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 - 28 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

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

- GC 29 PLACING BARRICADES AND WARNING LIGHTS The Contractor shall furnish and place, at his 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 30 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 - 31 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

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

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

GC - 32 - 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 33 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 to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), 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 (2020), 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 (2020), as may be amended or revised.
- **GC 34 LOCATION OF UNDERGROUND FACILITIES** If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- GC 35 USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

GC - 36 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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

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

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 (2020), 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 Contractor 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 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 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.

SPECIAL CONDITIONS

01. PURPOSE

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

02. TRANSACTION FEES

The City uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through BidSync at www.bidsync.com., and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Maureen Lewis**, **Procurement Specialist**, at (954) 828-5239 or email at maureenl@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information 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. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

05. CONTRACT TIME

- The initial contract term shall commence upon the date specified in the Notice to Proceed given by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **N/A** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date, and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or **four (4) years** from effective date of the Agreement, whichever comes first. All task orders issued before the contract termination must be completed under this C ontract even if the contract has expired.

The City of Fort Lauderdale reserves the right to waive any informality <u>in any bid and to reject any</u> or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the bid items.

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

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, 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.

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

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

<u>Underground contractor's licenses</u>, bonded and insured.

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor must have extensive experience with underground infrastructure replacement, specifically storm water pipe, structures, pavement restoration, concrete work, tidal valve installation and landscape installation and removal. Additionally, the contractor shall have previous construction experience in storm water infrastructure projects, in the State of Florida within the last ten (10) years. Bidder shall submit proof of construction experience for a minimum of three (3) storm water infrastructure projects with a construction budget of \$500,000 (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

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

09. BID ALLOWANCE

There are no allowances for this Project.

10. INSURANCE REQUIREMENTS (See Article 10, Bonds and Insurance, of the Contract for details)

Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, 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.

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.

Contractor's 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.

<u>Umbrella/Excess Liability</u>: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

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.

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:

- 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.

<u>Insurance Certificate Requirements</u>

- 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 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.

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

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

11.	PERFORMANCE AND PAYMENT BOND:		<u>100%</u>	
	Number of awards anticipated:	7		

The City may award up to **seven (7)** contracts to responsive and responsible contractors providing the lowest bid amounts in sequential order. The selected contractors will receive Task Orders during the effective term of the contract. Each Task Order shall require surety bonds equal to 100% of the Task Order total. (See complete Performance bond requirements under Article 10 of the Sample Agreement).

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Rares v. Petrica, whose address is 101 NE 3rd Avenue Suite 1410, Fort Lauderdale, Florida 33301-1016, telephone number: (954) 828-6720, and e-mail address is rpetrica@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

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

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

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

Payment Card Industry (PCI) Compliance

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

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

15. WORK SCHEDULE (including overtime hours):

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

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

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

CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this	day (of
, <u>2021</u> , by and between the City of Fort Lauderdale,	a Florid	la
	a Florid	
Company/Corporation (Contractor), (Party or collectively	Parties):	,
WHEREAS, the City desires to retain a contractor for the Project as expres Invitation to Bid No, Project No, which was op; and,		
WHEREAS, the Contractor has expressed its willingness and capability to penecessary work to accomplish the Project.	rform th	ıe

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

ARTICLE 1 - DEFINITIONS

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

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

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

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

- 1.10 <u>Contract Price</u> The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 <u>Contract Time</u> The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 <u>Contractor</u> The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 <u>Day</u> A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 <u>Defective</u> When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 <u>Effective Date of the Agreement</u> The effective date of the Agreement shall be the date the Contract is executed by the parties. The Contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a written notice to proceed (NTP) to the Contractor.
- 1.16 <u>Final Completion Date</u> The date the Task Order Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 <u>Hazardous Substance</u> As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 <u>Hazardous Waste</u> Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 <u>Holidays</u> Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 <u>Inspection</u> The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 <u>Notice of Award</u> The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.

- 1.23 Notice to Proceed A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run. Contractor will immediately commence work upon receipt of the Notice to Proceed. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 <u>Plans</u> The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in the Contract Documents and/or Task Orders.
- 1.25 <u>Premises (otherwise known as Site or Work Site)</u> means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 <u>Project</u> The total construction of the Work to be provided as defined in the Contract Documents and each executed Task Order.
- 1.27 Project Manager The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 <u>Punch List</u> The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 <u>Record Documents</u> A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 <u>Substantially Completed Date</u> A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 <u>Task Order</u> A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.

1.33 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents and/or Task Order. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

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

ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE ITB 12504-613 PROJECT 12220

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

PROJECT DESCRIPTION

This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

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

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the City as Rares V. Petrica, whose address is 101 NE 3rd Avenue, Suite 1410, Fort Lauderdale, FL 33301-1016, telephone number: (954) 828-6720, and email address is retrica@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 - CONTRACT DOCUMENTS

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

4.1	This Agreement.				
4.2	Exhibits to this Agreement [Plans (sheets [] to [] inclusive)].				
4.3	Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.				
4.4	Notice of Award and Notice to Proceed.				
4.5	General Conditions as amended by the Special Conditions.				
4.6	Technical Specifications.				
4.7	Plans/Drawings.				
4.8	Addenda number through, inclusive.				
4.9	Bid Form and supplement Affidavits and Agreements.				
4.10	All applicable provisions of State and Federal Law.				
4.11	Invitation to Bid No.,, Instructions to Bidders and Bid Bond.				
4.12	Contractor's response to the City's Invitation to Bid No.,, dated				
4.13	Schedule of Completion.				
4.14	All amendments, modifications, supplements, Task Orders, change orders, and worldirective changes, issued on or after the Effective Date of the Agreement.				
4.15	Any Additional documents that are required to be submitted under the Agreement.				

directive in nature and will be considered a part of this Agreement.

Permits on file with the City and or those permits to be obtained shall be considered

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

- a. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).

- d. Supplemental conditions or special terms.
 e. General Terms and Conditions.
 f. This Agreement dated _______, and any attachments.
 g. Invitation to Bid No., ______, and the specifications prepared by the City.
 h. Contractor's response to the City's Invitation to Bid No., ______, dated _____.
 i. Schedule of Values.
- i. Concadic of values.
- j. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire <u>two</u> (2) years from that date. The City reserves the right to extend the contract for <u>two</u> (2) additional <u>one</u> (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within <u>N/A</u> calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).

- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7 based on the value of the executed Task Orders issued for this Contract.
- 6.2 The parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the total compensation payable to Contractor for the cumulative value of each executed Task Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT PROCEDURES

- 7.1 Contractor shall submit Applications for Payment, for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's executed Task Order and corresponding Application for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested, or upon completion of the work of the executed Task Order. All progress payments will be made on the basis of the progress of the Work completed on the executed Task Order.
- 7.3 Prior to Final Completion of each Task Order, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.

- 7.4 Final Payment: Upon final completion of the Work under each Task Order, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2020), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

7.7 Payment Card Industry (PCI) Compliance

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

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

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

8.8 Labor

- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents for each Task Order. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or termination of the Agreement in accordance with Article 17.

8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work under each Task Order.
- 8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.
- 8.10 <u>Work Hours:</u> Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 <u>Permits:</u> The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 <u>Law and Regulations:</u> The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.
- 8.14 <u>Taxes:</u> The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.
- 8.15 <u>Contractor Use of Premises:</u> The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

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

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

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

- 8.16 <u>Project Coordination:</u> The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
 - 8.16.1 Flow of material and equipment from suppliers.
 - 8.16.2 The interrelated work with affected utility companies.
 - 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
 - 8.16.4 The effort of independent testing agencies.
 - 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
 - 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.
- 8.17 Project Record Documents and As-Builts (Record Drawings): Contractor shall be responsible for maintaining up to date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-builts) and a CD of the electronic drawing files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.
- 8.18 Safety and Protection:
 - 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 8.18.1.1 All employees working on the project and other persons who may be affected thereby.

- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.
- 8.19 <u>Emergencies:</u> In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

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

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

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

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

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused

by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
 - 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
 - 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 <u>Cancellation For Unappropriated Funds</u>: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 - BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

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

10.3 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, 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.

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.

Contractor's 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.

<u>Umbrella/Excess Liability</u>: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

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.

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:

- 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.

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 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.

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

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

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

- 11.1 <u>Warranty:</u> The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
 - 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
 - 11.1.2 <u>Warranty of Specifications:</u> The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
 - 11.1.3 <u>Warranty of Merchantability:</u> The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 <u>Tests and Inspections:</u> Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
 - 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

- 11.3 <u>Uncovering Work:</u> If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
 - 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.
- 11.4 <u>City May Stop the Work:</u> If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance of work on each Task Order, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 <u>Acceptance of Defective Work, Deductions:</u> If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 <u>Disclaimer of Liability:</u> The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 <u>Indemnification:</u> For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
 - 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, suppliers, employees, or laborers; (c) any and all bodily

injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

12.2.5The Contractor and the City agree that Section 725.06(2), Florida Statutes(2020), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

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

ARTICLE 15 - CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for **two (2) years** from the date of Commission award subject to **two (2) one (1) year** renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 <u>Rights of Various Interests:</u> Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

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

overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 <u>City May Suspend Work:</u> The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 <u>City May Terminate Work:</u> The City retains the right to terminate this Agreement as well as any task order, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:
 - 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
 - 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
 - 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.

- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
 - 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
 - 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
 - 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
 - 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
 - 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
- 17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:
 - 17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).
- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant 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 Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the consultant.
 - 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
 - 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the Parties.
 - 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
 - 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
 - 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 - NOTICES

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

To the City: City Manager

City of Fort Lauderdale 100 North Andrews Avenue

Fort Lauderdale, Florida 33301-1016

with copies to:

Project Manager and City Attorney City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301-1016

To the	Con	tract	or:			
				 	 	 -

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28 (2020), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis

such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. By entering into this Contract, Contractor and City hereby expressly waive any rights either Party may have to a trial by jury in any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.

ARTICLE 22 – MISCELLANEOUS

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

- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- Prohibition Against Contracting With Scrutinized Companies: As to any contract for 22.7 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 to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), 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 (2020), 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 (2020), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

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

Contractor shall:

- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), 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 Contractor 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 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 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.

Annual Construction of General Stormwater Infrastructure (Contractor) Project 12220

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation
By:CHRISTOPHER J. LAGERBLOOM City Manager
ATTEST:
By: JEFFREY A. MODARELLI City Clerk
Approved as to Legal Form: Alain E. Boileau, City Attorney
By: RHONDA MONTOYA HASAN Assistant City Attorney

CONTRACTOR

WITNESSES:	CONTRACTOR., a Florida company/corporation.
	By:
Print Name	Print Name:
	Title:
	ATTEST:
Print Name	By: Secretary
STATE OF:	
COUNTY OF:	
The foregoing instrument was acl ☐ online notarization, this day AUTHORIZED OFFICER), as (NAME OF COMP	knowledged before me by means of \square physical presence or of, 2021, by, (NAME OF, (TITLE OF AUTHORIZED OFFICER,) for PANY), a Florida(TYPE OF COMPANY).
	(Signature of Notary Public - State of Florida)
SAIN	(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known OR Production Produced:	ced Identification

DETAILED SPECIFICATIONS

SPECIFICATIONS GENERAL STORMWATER ANNUAL CONSTRUCTION CONTRACT

For all pay items not detailed below, please reference the FDOT Basis of Estimate, latest edition, for descriptions.

http://www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/BOEOnline .shtm

FDOT PAY ITEM # 101-1 / MOBILIZATION – NIGHT WORK / UNIT EA

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item for projects where the Contractor needs to be mobilized at nighttime, 8 p.m. to 5 a.m., as requested by the City Project Manager or his designee.

• FDOT PAY ITEM # 101-1 / MOBILIZATION - MOBILIZE WITHIN 24 HOURS FOR EACH PROJECT / UNIT EA

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item for projects where the Contractor needs to be mobilized within twenty-four (24) hours after requested by the City Project Manager or his designee. mobilization.

LIGHT TOWER WITH POWER SOURCE, AMIDA /TEREX AL4000 OR EQUIVALENT, F&I / UNIT ED

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly furnish a light source, operate as needed, and remove after use.

FDOT CERTIFIED FLAG PERSON / UNIT HR

Description

Unit price of this item includes full compensation for worked performed by a FDOT certified flagman. Proof of certification must be provided to City Project Manager.

ORANGE PLASTIC MESH AND POST/ UNIT LF

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

STEEL TRAFFIC PLATES FOR UP TO 12' LANES/ UNIT DAILY/WEEKLY RATES

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. Reimbursement of this pay item will be based on the daily/weekly rates specified.

The steel traffic plates must be able to withstand H-20 traffic loads, meet ASTM A36 steel requirements, and when installed, must extend a minimum of 12-inches beyond the edges of the excavation.

This item includes steel pins and temporary asphalt/plastic transition ramps

SURVEY FIELD WORK BY CREW / UNIT HR

Description

Unit price of this item includes full compensation for all work performed by a survey crew. This includes boundary and topographic surveys, staking out utility locations and/or as-builts. It shall be noted that layout, staking, construction surveying, data collection, and as-built drawing preparation and certification is required on all pipe and structure installation work and is considered incidental to the work being performed under each Task Order and no other payment will be made for such incidental work. This pay item is intended for survey work and drawings that are outside the scope of work of an approved Task Order.

UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS/ UNIT EA

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.

UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS/ UNIT EA

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.

SWALE EXCAVATION, GRADING AND RESTORATION/ UNIT SY

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the swale work per the geometry depicted in engineering plans and specifications. The maximum depth of the swale cannot exceed 36" with side slopes 3:1 or less. This bid item includes the shaping of the swale area and the sod, but does not include additional items like washed rock trench, filter fabric or slope stabilization. Reimbursement of this item will be based on surface area of the finished swale (SY).

PAVEMENT MARKINGS PAINTED/THERMOPLASTIC / UNIT LF/SF

Description

Unit price of these items include full compensation for all work described in the referenced FDOT pay items.

In addition to the FDOT pay item scope, temporary pavement tape/paint shall be included as part of this bid item until the permanent markings are applied.

CURB OR CURB AND GUTTER REMOVAL / UNIT LF

Description

Unit price of this item includes full compensation for performing and completing all the work of removal and legal disposal of concrete curb or curb and gutter and the underlying limerock layer, if present.

PAVER BLOCK REMOVAL / UNIT SF

Description

Unit price of this item includes full compensation for performing and completing all the work of removal and legal disposal of pavers and the underlying support layer. Concrete paver band removal shall be invoiced as curb and gutter removal.

REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS/ UNIT CY

Description

Unit price of this item includes full compensation for all work necessary for the proper removal and legal disposal of unsuitable materials not covered under other pay items. This pay item also includes the removal and legal disposal of miscellaneous utility infrastructure items which are not specifically addressed in the line items of this contract.

UTILITY PIPE REMOVAL AND DISPOSAL / UNIT LF

Description

Unit price of these items include full compensation for all work described in the referenced FDOT pay items.

In addition to the pipe itself, this item shall include the removal and disposal of all valves, fittings and appurtenances that are part of the utility pipe. are not specifically addressed in the line items of this contract.

STORM/SANITARY STRUCTURE REMOVAL / UNIT EA

Description

Unit price of these items include full compensation for removal and disposal of structure less than 7' in diameter or square equivalent.

In addition to the structure itself, this item shall include the removal and disposal of all bedding, frames, grates appurtenances that are part of the structure. For larger structure, the pass thru item may be used.

LIMEROCK REMOVAL AND DISPOSAL UP TO A MAXIMUM DEPTH OF 8"/ UNIT SY

Description

Unit price of these items include full compensation for removal and disposal of limerock up to 8" thick.

This item does not include the removal of asphalt or other substrate layers. If the limerock thickness being removed exceeds 8", the remaining material removal shall be invoiced on a prorated basis.

TEMPORARY COLD PATCH ASPHALT/ UNIT CF

Description

Unit price of these items include full compensation for placement and removal of cold patch asphalt for temporary applications.

FDOT PAY ITEM # 522-2 / CONCRETE SIDEWALK, 6" THICK / UNIT SY

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item.

ADA ramps and detectable warning installation are not covered under this line item.

FDOT PAY ITEM # 527-2 / DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, F&I / UNIT SF

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item; however the unit of measurement is square feet of installed detectable warning.

ADA RAMP / UNIT EA

Description

Unit price of the item listed above includes full compensation for:

- Item includes detectable warning surface.
- Ramp must conform to FDOT Design Standards Index #300 and #304 or variation approved by the City Project Manager.
- Ramp size area shall not exceed 100 SF. Any area beyond the 100 SF, will be invoiced per the 6" thick concrete sidewalk pay item (FDOT #522-2)

CATH BASINS/MANHOLES/ADS DRAINS/TRENCH DRAINS / UNIT EA/LF

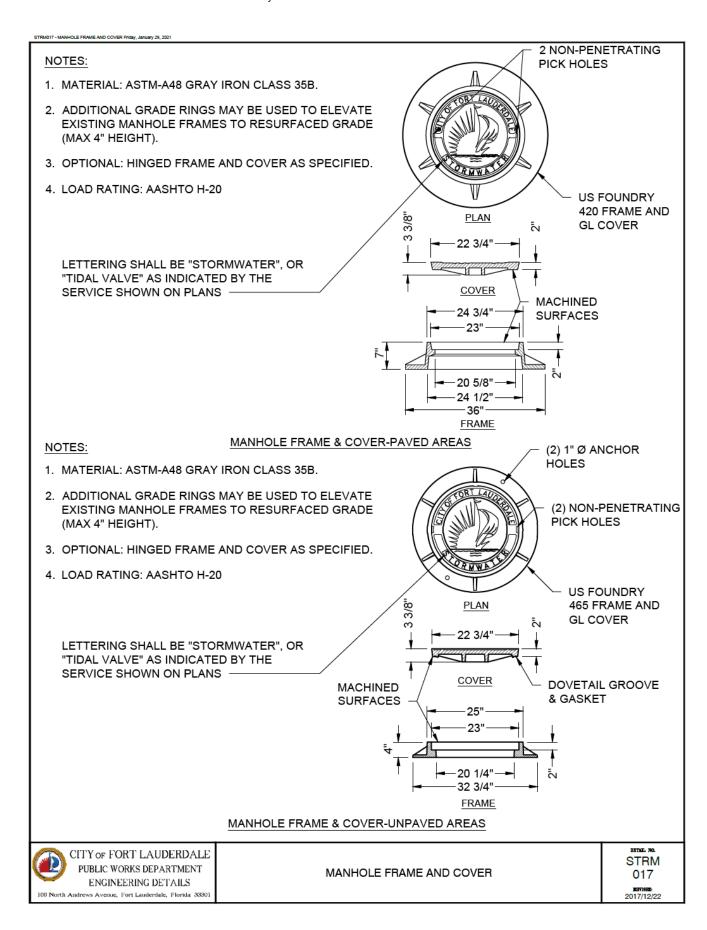
Description

Unit price of this item includes full compensation for all the work described under the referenced pay item regardless of the type of structure.

Unit price of the items listed above include full compensation for all work necessary to place the structure in the ground, this includes gravel for the base, frame and grates and the usage of a trench box, sheeting and/or dewatering pumps during the installation.

Sodding, landscaping and pavement restoration will be paid under separate items.

^{***}The manhole frames and covers must have the City of Fort Lauderdale Logo embossed, per the detail below.



FDOT PAY ITEM # 425-11: DRAINAGE STRUCTURE MODIFY / UNIT EA

Description

Unit price for this item shall include core drilling a new opening for a pipe into an existing structure, enlarging or reducing and existing structure opening to accommodate a new pipe and filling in an existing invert opening.

PIPE CULVERT INSTALLATION / UNIT LF

Description

Unit price of the items listed above include full compensation for all work described in the referenced FDOT pay items. Pipe material is to be selected by the City Project Manager depending on the field conditions.

Unit price of the items listed above include full compensation for all work described in the referenced FDOT pay items, this includes pipe bedding, and the usage of a trench box, sheeting and backfilling the trench.

Dewatering activities, sodding, landscaping and asphalt/concrete/paver pavement restoration will be paid under separate items.

FDOT PAY ITEM 443-70-3/4: FRENCH DRAIN / UNIT LF

Description

Unit price of the items listed above include full compensation for all work and materials needed to install the French drain system per the specifications described in the referenced FDOT pay items (#433-70-3/4). This price must include the perforated/slotted pipe, RCP or optional material, filter fabric, #57 washed rock trench not to exceed maximum 5' width and 6' depth.

FRENCH DRAIN AGGREGATE/ UNIT CY

Description

Unit price of the items listed above include full compensation for all work and materials needed to install additional French drain aggregate consisting of #57 washed rock.

FDOT PAY ITEM E430-94-1/2/3/4/5: DESILTING AND CLEANING OF DRAINAGE PIPE/ UNIT LF

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work per the FDOT pay items (#430-94-1/2/3/4/5).

In addition to the scope of work outlined above, a video taping of the pipe afterwards will be required for approval by the City Project Manager.

WELL POINT DEWATERING SYSTEM / UNIT ED

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install and successfully operate the well point dewatering system, including sheet pilling, well points, pump and settlement box if necessary.

The line item must cover different sized pit excavations as required to install the stormwater infrastructure.

BY-PASS PUMP / UNIT ED

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install and successfully operate the by-pass pump for dewatering purposes.

DRAINAGE LINE PLUGS / UNIT EA

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install and remove a drainage line plug.

The type of plug and material will be left to the Contractor's discretion as long as it provides a proper seal with no leaks and as approved by the City Project Manager.

FENCING AND GATES / UNIT FL

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install standard fence types per the local building department codes of municipalities.

This line item does not cover removal of the old fence, landscape and hardscape elements, these can be invoiced as their respective line items.

MISCELLANEOUS HOURLY RATES / UNIT HR

Description

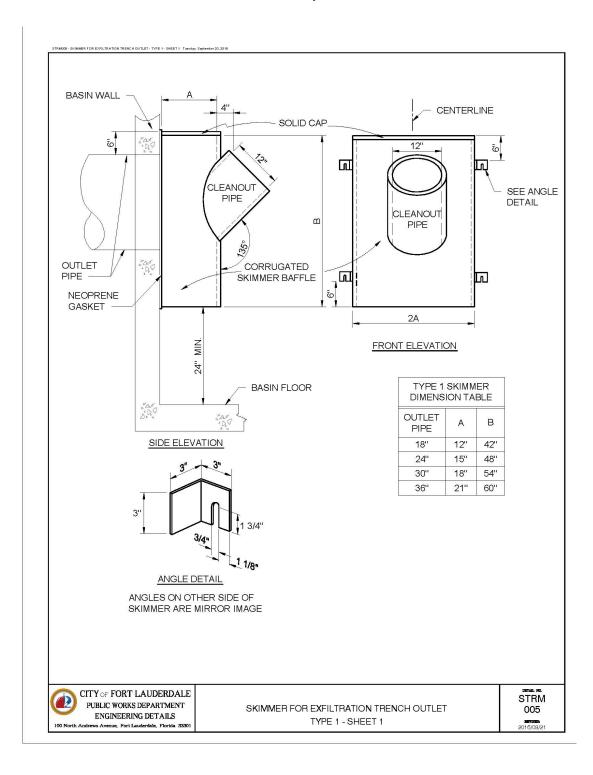
Unit price of the item listed above includes full compensation for all labor and equipment specified in the bid items.

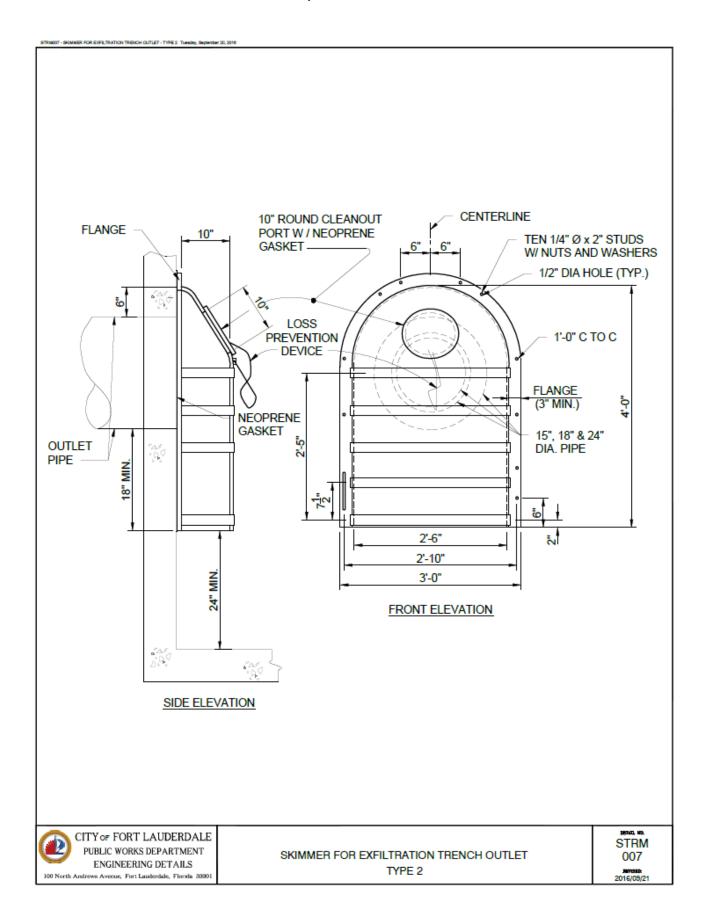
This is only for work to be performed in above and beyond the scope specified in each bid item of this contract.

POLLUTION RETARDANT BAFFLE WITH CLEANOUT ACCESS FOR / UNIT EA

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install the skimmer per the City standard detail below.





STRINGS - SHAWER FOR EXPLITRATION TRENCH OUTLET - NOTES. Tuesday, Section ber 20, 2016.

NOTES:

- THE SKIMMER IS A HOODED COVER, MOUNTED OVER AN OUTLET IN A CATCHBASIN, THAT PREVENTS OIL AND FLOATING DEBRIS FROM EXITING THE BASIN. USE THIS SKIMMER IN CATCHBASINS WHERE THERE IS A NEED TO PREVENT OIL, DEBRIS OR OTHER FLOATING CONTAMINANTS FROM EXITING CATCHBASINS THROUGH OUTLET PIPES.
- PLACE NEOPRENE GASKET MATERIAL BETWEEN THE SKIMMER AND THE CATCHBASIN AT ALL POINTS OF CONTACT. TRIM THE GASKET NEATLY TO EXTEND 1/2 INCH BEYOND THE JOINT ON ALL SIDES.
- SKIMMER BAFFLE, CLEANOUT PIPE AND ANGLES SHALL BE PRIMARILY CONSTRUCTED OF EITHER GALVANIZED STEEL, ALUMINUM, POLYVINYL CHLORIDE, POLYETHYLENE, FIBERGLASS OR ACRYLONITRITE BUTADIENE STYRENE. ALL STEEL COMPONENTS, OTHER THAN STAINLESS STEEL, SHALL BE HOT-DIP GALVANIZED.
- MOUNTING HARDWARE, HINGES AND LATCHES SHALL ALL BE 316 STAINLESS STEEL. LOSS PREVENTION DEVICE SHALL BE EITHER 316 STAINLESS STEEL CHAIN OR RIVETED NYLON STRAP.
- MATERIAL USED IN CONSTRUCTION OF SKIMMER BODIES (BAFFLES) AND CLEANOUT PIPE SHALL COMPLY WITH FDOT STANDARD SPECIFICATION 943 FOR STEEL, 945 FOR ALUMINUM OR 948 FOR PLASTICS.
- ALL COST FOR FURNISHING AND INSTALLING A SKIMMER SHALL BE INCLUDED IN THE COST OF THE BASIN IN WHICH IT IS INSTALLED.
- PLASTIC SKIMMER SHALL CONTAIN A MINIMUM OF 1.5% BY WEIGHT OF CARBON BLACK FOR UV PROTECTION.
- THE BACKS OF SKIMMERS MUST CONFORM TO THE SHAPE OF THE BASIN WALLS ON WHICH THEY ARE MOUNTED.
- THE CLEANOUT PORT FOR THE TYPE 2 SKIMMER SHALL BE GASKETED, WITH EITHER A THREADED SCREW-IN LID OR A LID SECURED BY FOUR STAINLESS STEEL QUICK-RELEASE LATCHES.
- TYPE II SKIMMER ARE TO BE USED ONLY WITH OUTLET PIPE DIAMETERS OF 15", 18" AND 24".

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DETAILS
100 North Andrews Avenue, Fort Lauderdale, Florida 38301

SKIMMER FOR EXFILTRATION TRENCH OUTLET NOTES

DESCO, NO.
STRM
008
MAY(SEE: 2016/09/21

INLINE TIDAL CHECK VALVE: WASTOP OT APPROVED EQUAL / UNIT EA

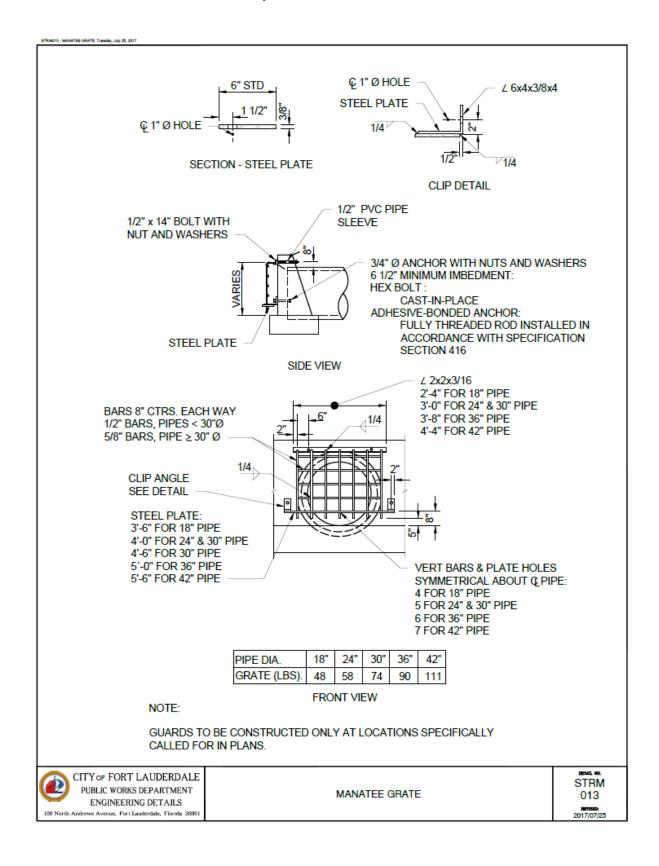
Description

Contractors working on City projects will receive special pricing from the supplier of Wapro Wastop tidal valves. Pricing shown reflects pre-negotiated sale prices that will be honored for the City's Contractors. For the purpose of this item, "Furnish" includes purchasing the valve at City pricing and delivering the valve with all fittings, accessories and appurtenances to the Project site. "Install" includes labor, tools and equipment to install a Wastop check valve with all fittings; including excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances per City and manufacturer's specifications. See www.wapro.com for latest Wastop inline valve details and specifications.

• ALUMINUM MANATEE GRATE / UNIT EA

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install the manatee grate, per the detail below.



CORE DRILL EXISTING SEWALL OUTFALLS/ UNIT EA

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to core drill new drainage outfalls in existing seawalls.

This item also covers enlarging existing outfalls to accommodate larger diameter pipes and grouting associated with the work to ensure a watertight seal between the pipe and the seawall.

PIPE BURSTING / UNIT LF

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

Furnish all materials, labor, and equipment necessary to install new HDPE pipe by pipe bursting mechanism replacing existing broken pipe, including, but not limited to, contractor to perform CCTV of existing piping condition and post-construction condition, soil boring tests to find out the soil conditions, selection of machinery, unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, pipe laying, core drilling concrete seawalls or catch basins, connecting new pipe to existing catch basins, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers, compliance with Florida Safety Act (90-96, Laws of Florida), and all other necessary appurtenances.

DIRECTIONAL BORE / UNIT LF

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

Furnish all materials, labor, and equipment necessary to install new HDPE pipe by directional boring mechanism replacing existing broken pipe, including, but not limited to, contractor to perform CCTV of existing piping condition and post-construction condition, soil boring tests to find out the soil conditions, selection of machinery, unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, pipe laying, core drilling concrete seawalls or catch basins, connecting new pipe to existing catch basins, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers, compliance with Florida Safety Act (90-96, Laws of Florida), and all other necessary appurtenances.

FERTILIZER, F&I / UNIT EA

Description

Unit price of this item includes full compensation for all work, labor, material, and equipment necessary for placement of fertilizer in compliance with Section 982 of the FDOT Standard Specifications.

ROOT BARRIER, F&I / UNIT LF

Description

Unit price of the item listed above includes full compensation for work, labor, material, and equipment required to furnish and install a 2-foot tall, high density polyethylene root barrier. Trench work must also be included in the unit price for this item.

TREE REMOVAL / UNIT EA

Description

Unit price of the items listed above include full compensation for all work, labor, equipment, and material required for the tree removal in its entirety. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the plant removal operation such as, all tree trunks, limbs, leaves, twigs, sawdust and chips. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Removal and/or treatment of any existing bee hives, wasps, hornets, or other hazardous pests within the tree.
- Utility location.
- Stumps and all visible surface roots shall be mechanically ground out to a minimum depth of 8 inches below the surrounding grade. For locations where sidewalk and curb exist, the surrounding grade shall be established by means of an imaginary line extending from the top of the curb to the street side edge. All excess stump chips shall be physically removed from the sites. Sufficient stump chips shall be left on site to fill the resulting depression slightly above the surrounding grade (to allow for some settlement).

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements.

• STUMP GRINDING/REMOVAL / UNIT EA

Description

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to remove the tree stump in its entirety either by pulling or grinding it out. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the stump removal operation. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Grading of the landscaping area from which the stump was removed.
- Utility location.

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements.

SOD / UNIT SY

Description

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to install sod, level it and water it for 2 weeks as needed.

HEDGE-TREE-PALM REPLACEMENT / UNIT SY

Description

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to install the landscape bid item, species and height. The price must include 2 weeks of watering as need.

For exotic species replacement not covered under these bid items, the landscape pass thru item may be used.

PASS-THRU ITEMS

PASS-THRU COST – IRRIGATION SYSTEM AND LANDSCAPING / UNIT ALLOWANCE

Description

This item includes full compensation for all labor, materials and equipment needed to install, repair and/or replace sprinkler systems, and landscape not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

PASS-THRU COST – UNFORESEEN UNDERGROUND CONDITION / UNIT ALLOWANCE

Description

This item includes full compensation for all labor, materials and equipment needed to install, repair and/or replace underground infrastructure encountered during construction activities, which was not specifically covered in the bid items of this contract and it was not identified by utility locators. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

PASS-THRU COST - PARTS, MATERIALS, AND MISCELLANEOUS ITEMS / UNIT ALLOWANCE

Description

This item includes full compensation for miscellaneous materials needed during construction, which was not specifically covered in the bid items of this contract, including precast structures of large sizes and irregular shapes and replacement of restoration items. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

PASS-THRU COST – SPECIALIZED CONSTRUCTION ACTIVITIES / UNIT ALLOWANCE

Description

This item includes full compensation for miscellaneous labor and equipment needed during construction, which was not specifically covered in the bid items of this contract. Contractor

shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

PASS-THRU COST – PERMIT AND CONSTRUCTION TESTING / UNIT ALLOWANCE

Description

This item includes full compensation for miscellaneous permit and geotechnical testing fees needed during construction, which was not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all permits or testing needed to complete this work

Overall Description of the Pass-thru allowances

The purpose of the Pass-thru allowance items listed above is to provide a means of covering the direct cost of the Contractor <u>for any items not contained</u> within the contract documents. Pass-thru items include construction activities for irrigation system and landscaping; unforeseen underground condition; parts, materials, and miscellaneous items; specialized construction activities; and permit fees.

The City Project Manager or his designee must approve use of Pass-thru items.

The City reserves the opinion to purchase and furnish materials or services if the City determines that the prices submitted by the Contractor are not fair and reasonable.

The Contractor is not allowed to markup cost of the Pass-thru items. Copy of the Contractor's invoices for materials and services from the supplier(s) or subcontractor(s) will be required before invoice approval.

In cases where the Contractor manufactures its own parts or directly provide the required service, it will charge the City a price within a competitive range. The City reserves the right to request verification or additional quotes.

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the City Project Manager or his designee to identify if any City contracts can be utilized for the required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-thru" shall be the lowest of the provided quotes, subject to approval of the City Project Manager or his designee. Parts provided by the subcontractor(s) must also be on a "Pass-Thru" basis.

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form <u>must be completed and returned</u> with your bid package.

Name of Firm:
Address of Firm:
Telephone Number:
Name of Person Completing Form:
Title:
Signature:
Date:
City Project Number:
City Project Description:
Please check the item(s) which properly identify the status of your firm:
Our firm is not a MBE or WBE.
Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
☐ American Indian ☐ Asian ☐ Black ☐ Hispanic
Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

List Previous City of Fort Lauderdale Contracts
•••
Number of Employees in your firm
Percent (%) Women
Percent (%) Minorities
Job Classifications of Women and Minorities
Use of minority and/or women subcontractors on past projects.
Nature of the work subcontracted to minority and/or women-owned firms.
•••
How are subcontractors notified of available opportunities with your firm?
Then are cascernated from the available opportunities with your mini-

Anticipated amount to be subcontracte	d on this project.
	acted to minority and/or women-owned businesses on this
Anticipated amount to be subcontri project.	acted to minority and/or women-owned businesses on this
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	acted to minority and/or women-owned businesses on this
	acted to minority and/or women-owned businesses on this

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:	
Firm Name:	
President	
Business Address:	
Telephone:	Fax:
E-Mail Address:	
What was the last project of this nature which you complete value.	ed? Include the year, description, and contract
The following are named as three corporations and represe have performed work similar to that required by this contract references (include addresses, telephone numbers and edescription, and contract value.	ct, and which the City may contact as your
How many years has your organization been in business?	
Have you ever failed to complete work awarded to you; if so	o, where and why?
The name of the qualifying agent for the firm and his position	on is:
Certificate of Competency Number of Qualifying Agent:	
Effective Date: Expiration Date:	
Licensed in: Enginee	ring Contractor's License #
(County/State)	
Expiration Date:	

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor <u>must</u> have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1.	Have you personally inspected the proposed work and have you a complete plan for its performance?
2.	Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
a)	
b)	
c)	
d)	
e)	
f)	
g)	
3.	What equipment do you own that is available for the work?
4	What aguinment will you purchase for the proposed work?
4.	What equipment will you purchase for the proposed work?
5.	What equipment will you rent for the proposed work?

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			\$	\$
В.			\$	\$
C.			\$	\$
D.			\$	\$
			Total: \$	
The bidder certifies that all t				` ' '

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:	(SI	IGNATURE)						
STATE OF:	COUNTY OF:							
PERSONALLY APPEARED B	EFORE ME, the under	signed authorit	ty,					
(Name of Individual Signing)								
	who, after first I	being duly swo	rn by	me,				
	affixed his/her	signature in	the	space	provided	above	on	this
day of	,	, 20						
					N	IOTARY	PU	BLIC
	My Commission Ex	opires:						

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>		<u>RELATIONSHIPS</u>	
In the event the vendor does not in	ndicate any names, the City s	hall interpret this to mean tha	t the vendor has indicated that no such
relationships exist.	idicate any names, the only s	nan interpret tins to mean tha	t the vehicle has indicated that no such
Authorized Signature	Title		
Name (Printed)	Date		

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(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		

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

CONSTRUCTION BID CERTIFICATION

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

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/). Company: (Legal Registration) Address: City: State: Zip: FAX No.: Telephone No.: Email: Check box if your firm qualifies for MBE / SBE / WBE: If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. Title Title Name Name Title Title Name Name ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal: Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button. The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation. Submitted by: Name (printed) Signature

Title

Date

Revised 4/28/2020

BID NO. 12504-613 ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE (P12220)

ADDENDUM NO. 1

ISSUED: March 16, 2021

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.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

Required Licenses/Certifications:

Maureen Revis, MOBA, ORROB

Possession of a State of Florida General Contractor (GC) License <u>OR</u> an Underground Contractor's License is required for this Project.

All other terms, conditions, and specifications remain unchanged.

Senior Procurement Specialist	
Company Name:	(please print)
Bidder's Signature:	
Date:	

BID NO. 12504-613 ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE (P12220)

ADDENDUM NO. 2

ISSUED: April 2, 2021

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.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

(1.) The following is added to SPECIAL CONDITIONS item 09. BID ALLOWANCE

Pass-Thru Allowance Item for (Landscape, Irrigation, Unforeseen Underground Conditions, Miscellaneous Structures/Materials, Specialized Construction Activities and Permit Allowances)

Description

This item includes full compensation for the miscellaneous labor and materials outlined above, which was not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all permits or testing needed to complete this work

Overall Description of the Pass-thru allowances

The purpose of the Pass-thru allowance item listed above is to provide a means of covering the direct cost of the Contractor <u>for any items not contained</u> within the contract documents. Pass-thru items include construction activities for irrigation system and landscaping; unforeseen underground condition; parts, materials, and miscellaneous items; specialized construction activities; and permit fees.

The City Project Manager or his designee must approve use of Pass-thru items. The City reserves the opinion to purchase and furnish materials or services if the

City determines that the prices submitted by the Contractor are not fair and reasonable.

The Contractor is not allowed to markup cost of the Pass-thru items. Copy of the Contractor's invoices for materials and services from the supplier(s) or subcontractor(s) will be required before invoice approval.

In cases where the Contractor manufactures its own parts or directly provide the required service, it will charge the City a price within a competitive range. The City reserves the right to request verification or additional quotes.

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the City Project Manager or his designee to identify if any City contracts can be utilized for the required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-thru" shall be the lowest of the provided quotes, subject to approval of the City Project Manager or his designee. Parts provided by the subcontractor(s) must also be on a "Pass-Thru" basis.

The calculated cost for the Pass-through allowances will be \$500,000.00 for the first 2 year contract, and \$250,000 for each additional 1-year renewals.

(2). The following lines Items are deleted from the bid

12504-61301-258	PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE
12504-61301-259	PASS-THRU UNFORSEEN UNDERGROUND CONDITIONS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE
12504-61301-260	PASS-THRU PARTS, STRUCTURES, MATERIALS, AND MISCELLANEOUS ITEMS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
12504-61301-261	PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
12504-61301-262	PASS-THRU PERMIT ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

(3). Bid Due Date Extension

The Bid Due date has been extended to April 15th, 2021 2:00 EDT

All other terms, conditions, and specifications remain unchanged.

James Hemphill		
Assistant Manager Procurement and Contracts		
Company Name:		
Company Name.	(please print)	
Bidder's Signature:		
Date:		

Question and Answers for Bid #12504-613 - Annual Construction of General Stormwater Infrastructure (P12220)

Overall Bid Questions

Question 1

Please provide the Engineer's Estimate for this bid.

Thank you, (Submitted: Mar 8, 2021 10:45:14 AM EST)

Answer

- This is a unit price contract. The estimated cost for the next 2 years is \$9,000,000, to be distributed among the selected contractors. Estimated cost is based on historical pricing and projections. (Answered: Mar 10, 2021 2:35:17 PM EST)

Question 2

Please advise if "Installation Floater" will be sufficient insurance coverage instead of "Property Coverage (Builder's Risk)" as noted in section 10 of the special conditions. (Submitted: Mar 9, 2021 9:29:15 AM EST)

Answer

- Yes, we will accept an installation floater. (Answered: Mar 11, 2021 9:59:46 AM EST)

Question 3

What is the anticipated average dollar amount of work to be issued for a task order from this contract? (Submitted: Mar 9, 2021 9:31:55 AM EST)

Answer

- The issued construction task orders will vary from \$50,000 to \$500,0000. (Answered: Mar 10, 2021 2:35:17 PM EST)

Question 4

As per Invitation to Contract and Specifications Package, Section 07 Required Licenses and Certifications: Contractor must possess the following licenses/certifications to be considered for award:

Underground contractor's licenses, bonded and insured.

Can a State of Florida General Contractor's License and a Broward County "General Engineered Construction Builders" participate on this Bid Solicitation? (Submitted: Mar 16, 2021 10:44:19 AM EDT)

Answer

- A GC License is acceptable in lieu of an Underground Contractor's license. Please see Addendum 1. (Answered: Mar 16, 2021 11:36:44 AM EDT)

Question 5

For bid bond purposes, what contract amount does the Surety have to bond? (Submitted: Mar 16, 2021 3:12:15 PM EDT)

Answer

- The question is not clear; it is asking about bid bond but also tied to Surety bond.

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

Please refer to the Bid Comments and the Instructions to Bidders section for more information regarding the bid bond. (Answered: Mar 16, 2021 4:12:52 PM EDT)

Question 6

How many contracts\contractors does the City intend to award\award to? (Submitted: Mar 16, 2021 3:13:13 PM EDT)

Answer

- About 7. Please refer to the Special Conditions Section of the solicitation.

Bidders are strongly encouraged to read the solicitation in its entirety to fully understand the requirements as well as locate pertinent information. (Answered: Mar 16, 2021 4:19:37 PM EDT)

Question 7

Is there a goal for small business participation?
Thank you for your help!
Melanie Pistiner
Designer Pavers, Inc.
954-921-5555
designerpavers@yahoo.com (Submitted: Mar 17, 2021 9:08:17 AM EDT)

Answer

- No. (Answered: Mar 17, 2021 9:51:08 AM EDT)

Question 8

Are bidders required to bid all 262 line items? (Submitted: Mar 20, 2021 1:27:54 PM EDT)

Answer

- Yes.

Please refer to the Instructions to Bidders section. (Answered: Mar 22, 2021 11:50:54 AM EDT)

Question 9

What is the minimum dollar amount per task order issued? (Submitted: Mar 24, 2021 10:08:49 AM EDT)

Answer

- There is no minimum amount. The maximum is ~\$100,000. (Answered: Mar 24, 2021 2:14:37 PM EDT)

Question 10

Do you confirm to e-verify and supply their inspectors with an employee roster to verify field staff has accurately been verified as required by Florida statute. (Submitted: Mar 25, 2021 11:34:17 AM EDT)

Answer

- By responding to this Solicitation, the vendor affirms that it has utilized E-Verify. (Answered: Mar 31, 2021 4:20:15 PM EDT)