



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

② ✓ 3/27/17  
K.S.  
Community Investment Projects

Today's Date: 3/24/2017

DOCUMENT TITLE: Annual Contract for Transportation and Mobility Capital Improvement Projects – Sun-Up Enterprises Inc.

COMM. MTG. DATE: 2/21/2017 CAM #: 17-0175 ITEM #: PUR-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Astrid Sperling/5001 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

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

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3-24-17 Candace Duff  
Attorney's Name Initials CRD

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 3/24/17

3) City Manager's Office: CMO LOG #: MA12-106 Document received from: 3/24/17

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☐ C. LAGERBLOOM ☐  
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM  
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to ☐ Mayor ☒ CCO Date: 3/27/17

4) City Clerk's Office: Retains 1 original and forwards 1 original to: Linda Picciolo / 5167

Attach    certified Reso #    ☐ YES ☒ NO

Original Route form to CAO

Rev. 7/6/16



## DOCUMENT ROUTING FORM

NAME OF DOCUMENT: ANNUAL CONTRACT FOR TRANSPORTATION AND MOBILITY CAPITAL IMPROVEMENT PROJECTS

CONTRACTOR'S NAME: SUN-UP ENTERPRISES INC.

SURETY BOND REQUIRED? ☐ Yes ☒ No (Bond Capacity Letter required)

Approved Comm. Mtg. on: 2/21/2017

CAM#: 17-0175

ITEM: ☒ PUR-5

Item: ☐ M- ☐ PH- ☐ O- ☐ CR- ☐ R-

Routing Origin: PUBLIC WORKS DEPARTMENT/ENGINEERING

ATTACHED: ☐ Copy of CAR ☒ ACM Form ☒ 2 originals

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

**Funding Source:**

Amount Required by Contract/Agreement: 2,733,061 Dept./Div: TAM

Index/Sub-object: MULTIPLE (CAM ATTACHED) Project #: MULTIPLE Projects

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO Signature \_\_\_\_\_ Date: \_\_\_\_\_

1.) Approved as to Content:

by

Dustan  
(Public Works Director)

Date:

3/17/17

2.) Approved as to Procurement:

by

[Signature]  
(Procurement Manager or designee)

Date:

3/20/17

3.) Approved as to Funds Available: by

[Signature]  
(Finance Director or designee)

Date:

3/23/17

4.) City Attorney's Office: Approved as to Form:# 2 Originals to City Mgr. By:

Rhonda Hasan \_\_\_\_\_

Paul G. Bangel \_\_\_\_\_

Robert B. Dunkel \_\_\_\_\_

Lynn Solomon \_\_\_\_\_

D'Wayne Spence \_\_\_\_\_

Cole J. Copertino \_\_\_\_\_

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

by:

Stanley Hawthorne, Assistant City Manager

by:

Christopher Lagerbloom, Assistant City Manager

6.) Acting City Manager: Please sign as indicated and forward : 2 originals to City Clerk

7.) To City Clerk for attestation and City seal. 2 originals to Clerk.

### INSTRUCTIONS TO CLERK'S OFFICE

8.) **City Clerk:** Date first page with last date signed, and forward 2 original documents with routing form to **James Hemphill, x5143.**



# **CITY OF FORT LAUDERDALE CONTRACT**

**ANNUAL CONTRACT FOR TRANSPORTATION AND MOBILITY CAPITAL IMPROVEMENT PROJECTS**  
**DESCRIPTION**

**SUN-UP ENTERPRISES INC**  
**CONTRACTOR**

**\$2,733,061 (TWO YEAR TOTAL)**  
**AMOUNT**

**February 21, 2017**  
**COMMISSION APPROVAL DATE**



**sun up enterprises inc**

**Bid Contact** Janet Cusanelli  
**sunupinc@aol.com**  
**Ph 954-445-5983**  
**Fax 954-384-8849**

**Address** 16641 Waters Edge Dr  
 Fort Lauderdale, FL 33326

**Qualifications** WBE

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
273-11832-01-01	Base Bid: Remove & Replace Existing Brick Pavers	Supplier Product Code:	First Offer - \$8.50	4000 / square foot	\$34,000.00 Y
273-11832-01-02	Base Bid: Tree Roots	Supplier Product Code:	First Offer - \$300.00	35 / each	\$10,500.00 Y
273-11832-01-03	Base Bid: Asphalt Removal	Supplier Product Code:	First Offer - \$10.00	500 / square yard	\$5,000.00 Y
273-11832-01-04	Base Bid: Metal Railing Removal	Supplier Product Code:	First Offer - \$15.00	25 / linear foot	\$375.00 Y
273-11832-01-05	Base Bid: Metal or Wood Guard Rail Removal	Supplier Product Code:	First Offer - \$15.00	25 / linear foot	\$375.00 Y
273-11832-01-06	Base Bid: Wood or Chain-Link Fencing	Supplier Product Code:	First Offer - \$15.00	200 / linear foot	\$3,000.00 Y
273-11832-01-07	Base Bid: Saw Cut Asphalt or Concrete	Supplier Product Code:	First Offer - \$2.00	1500 / linear foot	\$3,000.00 Y
273-11832-01-08	Base Bid: 4-inch Thick Concrete Sidewalk Removal	Supplier Product Code:	First Offer - \$2.50	500 / square foot	\$1,250.00 Y
273-11832-01-09	Base Bid: 6-inch Thick Concrete Sidewalk Removal	Supplier Product Code:	First Offer - \$2.75	200 / square foot	\$550.00 Y
273-11832-01-10	Base Bid: Storm Drain Basin Removal	Supplier Product Code:	First Offer - \$750.00	10 / each	\$7,500.00 Y
273-11832-01-11	Base Bid: Storm Drain Storm Pipe Removal	Supplier Product Code:	First Offer - \$15.00	50 / linear foot	\$750.00 Y
273-11832-01-12	Base Bid: Curb Inlet Top Removal	Supplier Product Code:	First Offer - \$750.00	6 / each	\$4,500.00 Y
273-11832-01-13	Base Bid: Pavement Marking Removal	Supplier Product Code:	First Offer - \$2.00	1000 / linear foot	\$2,000.00 Y



273-11832-01-14	Base Bid: Directional Arrow Removal	Supplier Product Code:	First Offer - \$50.00	16 / each	\$800.00	Y
273-11832-01-15	Base Bid: Type "D" Concrete Curb Removal	Supplier Product Code:	First Offer - \$3.00	50 / linear foot	\$150.00	Y
273-11832-01-16	Base Bid: Type "F" Concrete Curb Removal	Supplier Product Code:	First Offer - \$4.00	50 / linear foot	\$200.00	Y
273-11832-01-17	Base Bid: Concrete Curb Removal	Supplier Product Code:	First Offer - \$5.00	50 / linear foot	\$250.00	Y
273-11832-01-18	Base Bid: Concrete Driveway Removal	Supplier Product Code:	First Offer - \$5.00	500 / square foot	\$2,500.00	Y
273-11832-01-19	Base Bid: Limerock Base Removal	Supplier Product Code:	First Offer - \$7.00	500 / square yard	\$3,500.00	Y
273-11832-01-20	Base Bid: Paver Blocks Removal	Supplier Product Code:	First Offer - \$3.00	300 / square foot	\$900.00	Y
273-11832-01-21	Base Bid: Sign & Post Removal	Supplier Product Code:	First Offer - \$25.00	18 / each	\$450.00	Y
273-11832-01-22	Base Bid: Reinforced Concrete Removal	Supplier Product Code:	First Offer - \$100.00	10 / cubic yard	\$1,000.00	Y
273-11832-01-23	Base Bid: Concrete Sidewalk or Header Curb Grinding/Sawcutting	Supplier Product Code:	First Offer - \$375.00	10 / each	\$3,750.00	Y
273-11832-01-24	Base Bid: Valve Box Adjustment	Supplier Product Code:	First Offer - \$80.00	50 / each	\$4,000.00	Y
273-11832-01-25	Base Bid: Manhole Adjustment	Supplier Product Code:	First Offer - \$275.00	50 / each	\$13,750.00	Y
273-11832-01-26	Base Bid: 1-inch Water Service	Supplier Product Code:	First Offer - \$2,500.00	10 / each	\$25,000.00	Y
273-11832-01-27	Base Bid: FDOT Bottom Ditch Inlet	Supplier Product Code:	First Offer - \$7,500.00	5 / each	\$37,500.00	Y
273-11832-01-28	Base Bid: FDOT Type I Polydrain Trench Drain	Supplier Product Code:	First Offer - \$180.00	100 / linear foot	\$18,000.00	Y
273-11832-01-29	Base Bid: Concrete ADA wheelchair access ramps	Supplier Product Code:	First Offer - \$1,350.00	8 / each	\$10,800.00	Y



273-11832-01-30	Base Bid: Detectable warning surfaces	Supplier Product Code:	First Offer - \$32.00	4500 / square foot	\$144,000.00	Y
273-11832-01-31	Base Bid: Pave Drain System Blocks	Supplier Product Code:	First Offer - \$10.00	4000 / square foot	\$40,000.00	Y
273-11832-01-32	Base Bid: 2-inch Pervious Asphalt Pavement	Supplier Product Code:	First Offer - \$112.00	1000 / square yard	\$112,000.00	Y
273-11832-01-33	Base Bid: 9-inchX18-inch Type - inchB-inch curb	Supplier Product Code:	First Offer - \$18.00	600 / linear foot	\$10,800.00	Y
273-11832-01-34	Base Bid: 6-inchX16-inch Type - inchD-inch curb	Supplier Product Code:	First Offer - \$17.00	600 / linear foot	\$10,200.00	Y
273-11832-01-35	Base Bid: Concrete Valley-Gutter	Supplier Product Code:	First Offer - \$40.00	600 / linear foot	\$24,000.00	Y
273-11832-01-36	Base Bid: Type - inchA-inch median curb	Supplier Product Code:	First Offer - \$35.00	300 / linear foot	\$10,500.00	Y
273-11832-01-37	Base Bid: Type - inchRA-inch median curb	Supplier Product Code:	First Offer - \$35.00	300 / linear foot	\$10,500.00	Y
273-11832-01-38	Base Bid: 12-inch X 12-inch Concrete Header Curb	Supplier Product Code:	First Offer - \$30.00	150 / linear foot	\$4,500.00	Y
273-11832-01-39	Base Bid: 4-inch Thick Concrete Apron	Supplier Product Code:	First Offer - \$450.00	10 / each	\$4,500.00	Y
273-11832-01-40	Base Bid: 7 1/2 - inch Concrete Flume	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y
273-11832-01-41	Base Bid: 8-Inch Turf Block	Supplier Product Code:	First Offer - \$10.00	300 / square foot	\$3,000.00	Y
273-11832-01-42	Base Bid: 6-inch to 12-inch Swale	Supplier Product Code:	First Offer - \$15.00	45 / cubic yard	\$675.00	Y
273-11832-01-43	Base Bid: 2 3/8-inch Concrete Pavers	Supplier Product Code:	First Offer - \$8.00	600 / square foot	\$4,800.00	Y
273-11832-01-44	Base Bid: Stamped Asphaltic Concrete	Supplier Product Code:	First Offer - \$14.50	6000 / square foot	\$87,000.00	Y
273-11832-01-45	Base Bid: 3 1/8-inch Concrete Pavers	Supplier Product Code:	First Offer - \$8.00	600 / square foot	\$4,800.00	Y
273-11832-01-46	Base Bid: Pressure	Supplier	First Offer - \$3.00	100 / square foot	\$300.00	Y



Cleaning - Pavers

Product  
Code:

273-11832-01-47	Base Bid: Pressure Cleaning - Pavers, Nights and Weekends	Supplier Product Code:	First Offer - \$4.00	100 / square foot	\$400.00	Y
273-11832-01-48	Base Bid: Pressure Cleaning - Sidewalks, Nights and Weekends	Supplier Product Code:	First Offer - \$4.00	100 / square foot	\$400.00	Y
273-11832-01-49	Base Bid: Midblock Pedestrian Signalization	Supplier Product Code:	First Offer - \$15,000.00	10 / location	\$150,000.00	Y
273-11832-01-50	Base Bid: Rounded Speed Hump	Supplier Product Code:	First Offer - \$1,700.00	18 / each	\$30,600.00	Y
273-11832-01-51	Base Bid: Flat Top Speed Hump	Supplier Product Code:	First Offer - \$2,600.00	18 / each	\$46,800.00	Y
273-11832-01-52	Base Bid: Speed Cushions	Supplier Product Code:	First Offer - \$800.00	6 / each	\$4,800.00	Y
273-11832-01-53	Base Bid: Demolish and Restore Flat Speed Humps	Supplier Product Code:	First Offer - \$3,250.00	2 / each	\$6,500.00	Y
273-11832-01-54	Base Bid: Removable Locking Bollards	Supplier Product Code:	First Offer - \$390.00	100 / each	\$39,000.00	Y
<del>273-11832-01-55</del>	<del>Base Bid: Milling &amp; Resurface</del>	<del>Supplier Product Code:</del>	<del>First Offer - \$20.50</del>	<del>1000 / square yard</del>	<del>\$20,500.00</del>	<del>Y</del>
273-11832-01-56	Base Bid: 4-inch Limerock Base	Supplier Product Code:	First Offer - \$11.00	1200 / square yard	\$13,200.00	Y
273-11832-01-57	Base Bid: 6-inch Limerock Base	Supplier Product Code:	First Offer - \$14.00	1200 / square yard	\$16,800.00	Y
273-11832-01-58	Base Bid: 8-inch Limerock Base	Supplier Product Code:	First Offer - \$17.00	1200 / square yard	\$20,400.00	Y
273-11832-01-59	Base Bid: 12-inch Limerock Base	Supplier Product Code:	First Offer - \$20.00	1200 / square yard	\$24,000.00	Y
273-11832-01-60	Base Bid: 1 1/2-inch Asphaltic Concrete	Supplier Product Code:	First Offer - \$13.00	4500 / square yard	\$58,500.00	Y
273-11832-01-61	Base Bid: Seal Coat	Supplier Product Code:	First Offer - \$2.00	10000 / square yard	\$20,000.00	Y



273-11832-01-62	Base Bid: 1-inch Asphaltic Concrete	Supplier Product Code:	First Offer - \$10.00	4500 / square yard	\$45,000.00	Y
273-11832-01-63	Base Bid: 2-inch Asphaltic Concrete	Supplier Product Code:	First Offer - \$15.00	4500 / square yard	\$67,500.00	Y
273-11832-01-64	Base Bid: 1-inch Asphaltic Friction Course	Supplier Product Code:	First Offer - \$18.00	4500 / square yard	\$81,000.00	Y
273-11832-01-65	Base Bid: 6-foot Long Concrete Wheel Stop	Supplier Product Code:	First Offer - \$50.00	50 / each	\$2,500.00	Y
273-11832-01-66	Base Bid: 6-foot Long Concrete Wheel Stop	Supplier Product Code:	First Offer - \$30.00	50 / each	\$1,500.00	Y
273-11832-01-67	Base Bid: 4-inch concrete sidewalk	Supplier Product Code:	First Offer - \$6.50	5000 / square foot	\$32,500.00	Y
273-11832-01-68	Base Bid: 6-inch concrete sidewalk	Supplier Product Code:	First Offer - \$7.80	5000 / square foot	\$39,000.00	Y
273-11832-01-69	Base Bid: 6-inch thickened concrete sidewalk	Supplier Product Code:	First Offer - \$11.00	1000 / square foot	\$11,000.00	Y
273-11832-01-70	Base Bid: Wire Mesh	Supplier Product Code:	First Offer - \$2.00	500 / square foot	\$1,000.00	Y
273-11832-01-71	Base Bid: 4-inch concrete sidewalk	Supplier Product Code:	First Offer - \$7.00	5000 / square foot	\$35,000.00	Y
273-11832-01-72	Base Bid: 4-inch brick chips/seashells	Supplier Product Code:	First Offer - \$12.00	125 / square foot	\$1,500.00	Y
273-11832-01-73	Base Bid: 6-inch concrete sidewalk	Supplier Product Code:	First Offer - \$10.00	125 / square foot	\$1,250.00	Y
273-11832-01-74	Base Bid: 6-inch brick chips/seashells	Supplier Product Code:	First Offer - \$15.00	125 / square foot	\$1,875.00	Y
273-11832-01-75	Base Bid: 8-inch concrete pavement	Supplier Product Code:	First Offer - \$15.00	50 / square foot	\$750.00	Y
273-11832-01-76	Base Bid: Drop Curb	Supplier Product Code:	First Offer - \$30.00	300 / linear foot	\$9,000.00	Y
273-11832-01-77	Base Bid: Galvanized Steel Handrail	Supplier Product Code:	First Offer - \$120.00	50 / linear foot	\$6,000.00	Y
273-11832-01-78	Base Bid:	Supplier	First Offer - \$120.00	50 / linear foot	\$6,000.00	Y



	Galvanized Steel Safeguard	Product Code:				
273-11832-01-79	Base Bid: Variable Message Boards	Supplier Product Code:	First Offer - \$1,500.00	5 / location	\$7,500.00	Y
273-11832-01-80	Base Bid: TS 400 Semi-Flush Fixture	Supplier Product Code:	First Offer - \$21,000.00	5 / location	\$105,000.00	Y
273-11832-01-81	Base Bid: Base Can Controller	Supplier Product Code:	First Offer - \$2,600.00	5 / location	\$13,000.00	Y
273-11832-01-82	Base Bid: Sensor Motion	Supplier Product Code:	First Offer - \$1,307.00	2 / location	\$2,614.00	Y
273-11832-01-83	Base Bid: System Controller	Supplier Product Code:	First Offer - \$3,650.00	1 / each	\$3,650.00	Y
273-11832-01-84	Base Bid: Ped-X- Pad	Supplier Product Code:	First Offer - \$3,620.00	2 / each	\$7,240.00	Y
273-11832-01-85	Base Bid: TS1100 Controller	Supplier Product Code:	First Offer - \$4,375.00	1 / each	\$4,375.00	Y
273-11832-01-86	Base Bid: Solar Panel	Supplier Product Code:	First Offer - \$1,800.00	1 / each	\$1,800.00	Y
273-11832-01-87	Base Bid: Solar Gel Battery	Supplier Product Code:	First Offer - \$1,045.00	2 / each	\$2,090.00	Y
273-11832-01-88	Base Bid: TS1100 System Controller	Supplier Product Code:	First Offer - \$5,760.00	2 / each	\$11,520.00	Y
273-11832-01-89	Base Bid: One Sided Configuration Pedestrian Signalization	Supplier Product Code:	First Offer - \$4,600.00	10 / each	\$46,000.00	Y
273-11832-01-90	Base Bid: Two Sided Configuration Pedestrian Signalization	Supplier Product Code:	First Offer - \$5,200.00	10 / each	\$52,000.00	Y
273-11832-01-91	Base Bid: Roadway Painting	Supplier Product Code:	First Offer - \$1.00	10000 / square foot	\$10,000.00	Y
273-11832-01-92	Base Bid: Stencil Template Painting	Supplier Product Code:	First Offer - \$2.00	1000 / square foot	\$2,000.00	Y
273-11832-01-93	Base Bid: Directional Bore, Less than 6-inch	Supplier Product Code:	First Offer - \$65.00	400 / linear foot	\$26,000.00	Y



273-11832-01-94	Base Bid: Conduits Signal	Supplier Product Code:	First Offer - \$35.00	101 / linear foot	\$3,535.00	Y
273-11832-01-95	Base Bid: Cable, Signal	Supplier Product Code:	First Offer - \$8,000.00	2 / location	\$16,000.00	Y
273-11832-01-96	Base Bid: Pull Boxes	Supplier Product Code:	First Offer - \$1,100.00	10 / each	\$11,000.00	Y
273-11832-01-97	Base Bid: 3-Section Traffic Signal	Supplier Product Code:	First Offer - \$1,400.00	1 / each	\$1,400.00	Y
273-11832-01-98	Base Bid: Traffic Signal Relocate	Supplier Product Code:	First Offer - \$900.00	3 / each	\$2,700.00	Y
273-11832-01-99	Base Bid: Pedestrian Signal, 1- way	Supplier Product Code:	First Offer - \$1,500.00	8 / each	\$12,000.00	Y
273-11832-01-100	Base Bid: Pedestrian Signal, 2- way	Supplier Product Code:	First Offer - \$1,869.00	1 / each	\$1,869.00	Y
273-11832-01-101	Base Bid: Signal Head Auxiliaries	Supplier Product Code:	First Offer - \$2,000.00	9 / each	\$18,000.00	Y
273-11832-01-102	Base Bid: Pedestrian Detector	Supplier Product Code:	First Offer - \$850.00	10 / each	\$8,500.00	Y
273-11832-01-103	Base Bid: Traffic Controller Assembly, Modify	Supplier Product Code:	First Offer - \$1,800.00	2 / each	\$3,600.00	Y
273-11832-01-104	Base Bid: Remove Traffic Signal	Supplier Product Code:	First Offer - \$450.00	1 / each	\$450.00	Y
273-11832-01-105	Base Bid: Sign Panel	Supplier Product Code:	First Offer - \$1,450.00	10 / each	\$14,500.00	Y
273-11832-01-106	Base Bid: Hyophoria Vershafeeltii	Supplier Product Code:	First Offer - \$350.00	42 / each	\$14,700.00	Y
273-11832-01-107	Base Bid: Jatropa Integerrima, Standard	Supplier Product Code:	First Offer - \$282.00	54 / each	\$15,228.00	Y
273-11832-01-108	Base Bid: Quercus Virginiana 1 1/2 High Rise 1/2	Supplier Product Code:	First Offer - \$455.00	56 / each	\$25,480.00	Y
273-11832-01-109	Base Bid: Aechmea Blanchetiana - Inch Orange-Inch	Supplier Product Code:	First Offer - \$40.00	40 / each	\$1,600.00	Y
273-11832-01-110	Base Bid:	Supplier	First Offer - \$8.65	312 / each	\$2,698.80	Y



	Allamanda Schottii	Product Code:				
273-11832-01-111	Base Bid: Acalypha Wilkesiana - InchMacafeana - Inch	Supplier Product Code:	First Offer - \$10.90	215 / each	\$2,343.50	Y
273-11832-01-112	Base Bid: Chrysobalanus Icaco -inchRed Tip-inch	Supplier Product Code:	First Offer - \$8.25	624 / each	\$5,148.00	Y
273-11832-01-113	Base Bid: Cordyline Fruitcosa - InchBlack Magic - Inch	Supplier Product Code:	First Offer - \$11.25	588 / each	\$6,615.00	Y
273-11832-01-114	Base Bid: Duranta Erecta -inchGold Mound-inch	Supplier Product Code:	First Offer - \$8.50	376 / each	\$3,196.00	Y
273-11832-01-115	Base Bid: Dianella Tasmanica - InchVariegata -inch	Supplier Product Code:	First Offer - \$4.50	2166 / each	\$9,747.00	Y
273-11832-01-116	Base Bid: Ficus Microcarpa - inchGreen Island - inch	Supplier Product Code:	First Offer - \$7.90	374 / each	\$2,954.60	Y
273-11832-01-117	Base Bid: Ilex Vomitoria - InchStokes Dwarf - Inch	Supplier Product Code:	First Offer - \$7.90	780 / each	\$6,162.00	Y
273-11832-01-118	Base Bid: Juniperus Conferta - inchCompacta -inch	Supplier Product Code:	First Offer - \$9.45	992 / each	\$9,374.40	Y
273-11832-01-119	Base Bid: Microsorium Scolopendrium	Supplier Product Code:	First Offer - \$10.40	1080 / each	\$11,232.00	Y
273-11832-01-120	Base Bid: Psychotria Nervosa	Supplier Product Code:	First Offer - \$9.50	599 / each	\$5,690.50	Y
273-11832-01-121	Base Bid: Rraphiolepis Indica - InchAlba -inch	Supplier Product Code:	First Offer - \$9.50	599 / each	\$5,690.50	Y
273-11832-01-122	Base Bid: Tracelospermum Asiaticum - inchTricolor -inch	Supplier Product Code:	First Offer - \$4.75	1028 / each	\$4,883.00	Y
273-11832-01-123	Base Bid: Clear Sand	Supplier Product Code:	First Offer - \$15.00	1800 / cubic yard	\$27,000.00	Y
273-11832-01-124	Base Bid: Decomposed Compost	Supplier Product Code:	First Offer - \$24.00	300 / cubic yard	\$7,200.00	Y
273-11832-01-125	Base Bid: Mulch	Supplier	First Offer - \$35.00	300 / cubic yard	\$10,500.00	Y



		Product Code:				
273-11832-01-126	Base Bid: Tree Barricades	Supplier Product Code:	First Offer - \$3.00	1200 / linear foot	\$3,600.00	Y
273-11832-01-127	Base Bid: Planting Soil	Supplier Product Code:	First Offer - \$16.00	1000 / cubic yard	\$16,000.00	Y
273-11832-01-128	Base Bid: Power Drop	Supplier Product Code:	First Offer - \$11,000.00	1 / each	\$11,000.00	Y
273-11832-01-129	Base Bid: Controller	Supplier Product Code:	First Offer - \$1,785.00	1 / each	\$1,785.00	Y
273-11832-01-130	Base Bid: Railsensor	Supplier Product Code:	First Offer - \$60.00	1 / each	\$60.00	Y
273-11832-01-131	Base Bid: Water Meter	Supplier Product Code:	First Offer - \$3,400.00	1 / each	\$3,400.00	Y
273-11832-01-132	Base Bid: Pressure Vacuum Breaker	Supplier Product Code:	First Offer - \$905.00	1 / each	\$905.00	Y
273-11832-01-133	Base Bid: Electric Valves	Supplier Product Code:	First Offer - \$288.00	16 / each	\$4,608.00	Y
273-11832-01-134	Base Bid: Zone Gate Valves	Supplier Product Code:	First Offer - \$714.00	16 / each	\$11,424.00	Y
273-11832-01-135	Base Bid: Air/Vac Release Valves	Supplier Product Code:	First Offer - \$346.00	2 / each	\$692.00	Y
273-11832-01-136	Base Bid: Valve Box	Supplier Product Code:	First Offer - \$462.00	16 / each	\$7,392.00	Y
273-11832-01-137	Base Bid: Valve Box Identification	Supplier Product Code:	First Offer - \$86.00	25 / each	\$2,150.00	Y
273-11832-01-138	Base Bid: Mainline	Supplier Product Code:	First Offer - \$5.00	2400 / linear foot	\$12,000.00	Y
273-11832-01-139	Base Bid: Mainline Fittings	Supplier Product Code:	First Offer - \$150.00	2 / each	\$300.00	Y
273-11832-01-140	Base Bid: Mainline Marking Tape	Supplier Product Code:	First Offer - \$0.30	2400 / linear foot	\$720.00	Y
273-11832-01-141	Base Bid: Irrigation Lateral Line	Supplier Product Code:	First Offer - \$1.50	13000 / linear foot	\$19,500.00	Y



Code:						
273-11832-01-142	Base Bid: Irrigation Sleeving	Supplier Product Code:	First Offer - \$7.75	1100 / linear foot	\$8,525.00	Y
273-11832-01-143	Base Bid: Control Wire	Supplier Product Code:	First Offer - \$0.40	14000 / linear foot	\$5,600.00	Y
273-11832-01-144	Base Bid: Control Wire Conduit	Supplier Product Code:	First Offer - \$2.50	2400 / linear foot	\$6,000.00	Y
273-11832-01-145	Base Bid: Spray Heads	Supplier Product Code:	First Offer - \$18.00	1600 / each	\$28,800.00	Y
273-11832-01-146	Base Bid: Rainbird Bubblers	Supplier Product Code:	First Offer - \$7.00	198 / each	\$1,386.00	Y
273-11832-01-147	Base Bid: Flow Control	Supplier Product Code:	First Offer - \$6.00	1600 / each	\$9,600.00	Y
273-11832-01-148	Base Bid: 2-inch Gravel	Supplier Product Code:	First Offer - \$25.00	56 / cubic foot	\$1,400.00	Y
273-11832-01-149	Base Bid: Filter Fabric	Supplier Product Code:	First Offer - \$3.50	128 / square foot	\$448.00	Y
273-11832-01-150	Base Bid: Bahia Sod	Supplier Product Code:	First Offer - \$4.00	800 / square yard	\$3,200.00	Y
273-11832-01-151	Base Bid: St. Augustine Sod	Supplier Product Code:	First Offer - \$5.00	800 / square yard	\$4,000.00	Y
273-11832-01-152	Base Bid: Tree Grate Restore/Rework	Supplier Product Code:	First Offer - \$300.00	6 / each	\$1,800.00	Y
273-11832-01-153	Base Bid: Yellow-Yellow RPM	Supplier Product Code:	First Offer - \$10.00	14 / each	\$140.00	Y
273-11832-01-154	Base Bid: Red-Clear RPM	Supplier Product Code:	First Offer - \$10.00	14 / each	\$140.00	Y
273-11832-01-155	Base Bid: 6-inch Double Yellow Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$2.00	6000 / linear foot	\$12,000.00	Y
273-11832-01-156	Base Bid: 6-inch Double Yellow Paint Pavement Markings	Supplier Product Code:	First Offer - \$1.30	6000 / linear foot	\$7,800.00	Y
273-11832-01-157	Base Bid: 4-inch White Thermoplastic	Supplier Product Code:	First Offer - \$1.00	11000 / linear foot	\$11,000.00	Y



Pavement Markings Code:						
273-11832-01-158	Base Bid: 6-inch White Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.50	3000 / linear foot	\$4,500.00	Y
273-11832-01-159	Base Bid: 8-inch White Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.75	3000 / linear foot	\$5,250.00	Y
273-11832-01-160	Base Bid: 12-inch White Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$3.25	3000 / linear foot	\$9,750.00	Y
273-11832-01-161	Base Bid: 18-inch White Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$4.85	500 / linear foot	\$2,425.00	Y
273-11832-01-162	Base Bid: 24-inch White Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$6.50	500 / linear foot	\$3,250.00	Y
273-11832-01-163	Base Bid: 4-inch White Paint Pavement Markings	Supplier Product Code:	First Offer - \$0.75	11000 / linear foot	\$8,250.00	Y
273-11832-01-164	Base Bid: 6-inch White Paint Pavement Markings	Supplier Product Code:	First Offer - \$0.80	3000 / linear foot	\$2,400.00	Y
273-11832-01-165	Base Bid: 8-inch White Paint Pavement Markings	Supplier Product Code:	First Offer - \$0.90	3000 / linear foot	\$2,700.00	Y
273-11832-01-166	Base Bid: 12-inch White Paint Pavement Markings	Supplier Product Code:	First Offer - \$1.50	3000 / linear foot	\$4,500.00	Y
273-11832-01-167	Base Bid: 18-inch White Paint Pavement Markings	Supplier Product Code:	First Offer - \$2.50	500 / linear foot	\$1,250.00	Y
273-11832-01-168	Base Bid: 24-inch White Paint Pavement Markings	Supplier Product Code:	First Offer - \$3.00	500 / linear foot	\$1,500.00	Y
273-11832-01-169	Base Bid: 4-inch Yellow Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.00	11000 / linear foot	\$11,000.00	Y
273-11832-01-170	Base Bid: 6-inch Yellow Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.50	3000 / linear foot	\$4,500.00	Y
273-11832-01-171	Base Bid: 8-inch Yellow Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.75	3000 / linear foot	\$5,250.00	Y
273-11832-01-172	Base Bid: 12-inch Yellow Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$3.25	3000 / linear foot	\$9,750.00	Y



## Pavement Markings

273-11832-01-173	Base Bid: 18-inch Yellow Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$4.85	500 / linear foot	\$2,425.00	Y
273-11832-01-174	Base Bid: 24-inch Yellow Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$6.50	500 / linear foot	\$3,250.00	Y
273-11832-01-175	Base Bid: 4-inch Yellow Paint Pavement Markings	Supplier Product Code:	First Offer - \$0.75	11000 / linear foot	\$8,250.00	Y
273-11832-01-176	Base Bid: 6-inch Yellow Paint Pavement Markings	Supplier Product Code:	First Offer - \$0.80	3000 / linear foot	\$2,400.00	Y
273-11832-01-177	Base Bid: 8-inch Yellow Paint Pavement Markings	Supplier Product Code:	First Offer - \$0.90	3000 / linear foot	\$2,700.00	Y
273-11832-01-178	Base Bid: 12-inch Yellow Paint Pavement Markings	Supplier Product Code:	First Offer - \$1.50	3000 / linear foot	\$4,500.00	Y
273-11832-01-179	Base Bid: 18-inch Yellow Paint Pavement Markings	Supplier Product Code:	First Offer - \$2.50	500 / linear foot	\$1,250.00	Y
273-11832-01-180	Base Bid: 24-inch Yellow Paint Pavement Markings	Supplier Product Code:	First Offer - \$3.00	500 / linear foot	\$1,500.00	Y
273-11832-01-181	Base Bid: 18-inch Chevron Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$5.00	500 / linear foot	\$2,500.00	Y
273-11832-01-182	Base Bid: 18-inch Chevron Painted Pavement Markings	Supplier Product Code:	First Offer - \$2.50	200 / linear foot	\$500.00	Y
273-11832-01-183	Base Bid: White on Blue Handicap Pavement Marking (2 coat)	Supplier Product Code:	First Offer - \$75.00	45 / each	\$3,375.00	Y
273-11832-01-184	Base Bid: White on Blue Handicap Pavement Marking	Supplier Product Code:	First Offer - \$50.00	20 / each	\$1,000.00	Y
273-11832-01-185	Base Bid: ONLY Pavement Marking (2 coat)	Supplier Product Code:	First Offer - \$75.00	10 / each	\$750.00	Y
273-11832-01-186	Base Bid: AHEAD Pavement Marking (2 coat)	Supplier Product Code:	First Offer - \$100.00	10 / each	\$1,000.00	Y
273-11832-01-187	Base Bid: YIELD Pavement Marking	Supplier Product Code:	First Offer - \$100.00	10 / each	\$1,000.00	Y



	(2 coat)	Code:				
273-11832-01-188	Base Bid: PED Pavement Marking (2 coat)	Supplier Product Code:	First Offer - \$60.00	10 / each	\$600.00	Y
273-11832-01-189	Base Bid: XING Pavement Marking (2 coat)	Supplier Product Code:	First Offer - \$75.00	10 / each	\$750.00	Y
273-11832-01-190	Base Bid: MPH Pavement Marking (2 coat)	Supplier Product Code:	First Offer - \$55.00	10 / each	\$550.00	Y
273-11832-01-191	Base Bid: ONLY Pavement Marking	Supplier Product Code:	First Offer - \$130.00	10 / each	\$1,300.00	Y
273-11832-01-192	Base Bid: AHEAD Pavement Marking	Supplier Product Code:	First Offer - \$150.00	10 / each	\$1,500.00	Y
273-11832-01-193	Base Bid: YIELD Pavement Marking	Supplier Product Code:	First Offer - \$130.00	10 / each	\$1,300.00	Y
273-11832-01-194	Base Bid: PED Pavement Marking	Supplier Product Code:	First Offer - \$100.00	10 / each	\$1,000.00	Y
273-11832-01-195	Base Bid: XING Pavement Marking	Supplier Product Code:	First Offer - \$130.00	10 / each	\$1,300.00	Y
273-11832-01-196	Base Bid: MPH Pavement Marking	Supplier Product Code:	First Offer - \$100.00	10 / each	\$1,000.00	Y
273-11832-01-197	Base Bid: 24-inch X 72-inch Bicycle Arrow Pavement Marking	Supplier Product Code:	First Offer - \$40.00	10 / each	\$400.00	Y
273-11832-01-198	Base Bid: 24-inch X 72-inch Bicycle Arrow Pavement Marking (Thermoplastic)	Supplier Product Code:	First Offer - \$170.00	30 / each	\$5,100.00	Y
273-11832-01-199	Base Bid: 40-inch X 72-inch Bicycle Arrow Pavement Marking	Supplier Product Code:	First Offer - \$55.00	30 / each	\$1,650.00	Y
273-11832-01-200	Base Bid: 40-inch X 72-inch Bicycle Arrow Pavement Marking	Supplier Product Code:	First Offer - \$200.00	30 / each	\$6,000.00	Y
273-11832-01-201	Base Bid: 48-inch X 240-Inch Green Bicycle and Arrow Combo Pavement Marking	Supplier Product Code:	First Offer - \$100.00	30 / each	\$3,000.00	Y



273-11832-01-202	Base Bid: 40-inch X 112-inch Bike Lane Sharrow	Supplier Product Code:	First Offer - \$70.00	30 / each	\$2,100.00	Y
273-11832-01-203	Base Bid: 40-inch X 112-inch Bike Lane Sharrow (performed thermoplastic)	Supplier Product Code:	First Offer - \$320.00	30 / each	\$9,600.00	Y
273-11832-01-204	Base Bid: 40-inch X 112-inch Bike Lane Sharrow ( performed thermoplastic )	Supplier Product Code:	First Offer - \$340.00	30 / each	\$10,200.00	Y
273-11832-01-205	Base Bid: Tubular Markers	Supplier Product Code:	First Offer - \$1.50	100 / each	\$150.00	Y
273-11832-01-206	Base Bid: 6-inch White (2-ft X 4-ft) Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.50	1000 / linear foot	\$1,500.00	Y
273-11832-01-207	Base Bid: 6-inch White (10-ft X 30-ft) Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.50	1000 / linear foot	\$1,500.00	Y
273-11832-01-208	Base Bid: 6-inch White (6-ft X 10-ft) Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.50	1000 / linear foot	\$1,500.00	Y
273-11832-01-209	Base Bid: 6-inch Yellow (10-ft X 30-ft) Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.50	1000 / linear foot	\$1,500.00	Y
273-11832-01-210	Base Bid: Speed Hump Arrow Pavement Markings	Supplier Product Code:	First Offer - \$75.00	40 / each	\$3,000.00	Y
273-11832-01-211	Base Bid: New Sign Assembly	Supplier Product Code:	First Offer - \$400.00	10 / each	\$4,000.00	Y
273-11832-01-212	Base Bid: Existing Sign Remove and Relocate	Supplier Product Code:	First Offer - \$75.00	10 / each	\$750.00	Y
273-11832-01-213	Base Bid: Custom Sign Assembly	Supplier Product Code: Supplier Notes: Item deleted per Addendum #3 12/8/16	First Offer - \$0.00	10 / each	\$0.00	Y



273-11832-01-214	Base Bid: Existing Custom Sign Remove and Relocate	Supplier Product Code:	First Offer - \$75.00	10 / each	\$750.00	Y
273-11832-01-215	Base Bid: Railroad Pavement Marking	Supplier Product Code:	First Offer - \$200.00	5 / each	\$1,000.00	Y
273-11832-01-216	Base Bid: Wrong Way Arrow Pavement Marking	Supplier Product Code:	First Offer - \$115.00	5 / each	\$575.00	Y
273-11832-01-217	Base Bid: Turn Lane-Use Arrow Pavement Marking	Supplier Product Code:	First Offer - \$115.00	5 / each	\$575.00	Y
273-11832-01-218	Base Bid: Turn Lane-Use Arrow Pavement Marking	Supplier Product Code:	First Offer - \$55.00	5 / each	\$275.00	Y
273-11832-01-219	Base Bid: Thermoplastic Pavement Marking Removal	Supplier Product Code:	First Offer - \$1.75	1200 / linear foot	\$2,100.00	Y
273-11832-01-220	Base Bid: Painted Pavement Marking Removal	Supplier Product Code:	First Offer - \$1.75	1200 / linear foot	\$2,100.00	Y
273-11832-01-221	Base Bid: 6-inch Blue Painted Pavement Markings (2 coat)	Supplier Product Code:	First Offer - \$0.80	3000 / linear foot	\$2,400.00	Y
273-11832-01-222	Base Bid: 6-inch Blue Thermoplastic Pavement Markings	Supplier Product Code:	First Offer - \$1.50	3000 / linear foot	\$4,500.00	Y
273-11832-01-223	Base Bid: Intersection Traffic Coating	Supplier Product Code:	First Offer - \$12.00	6000 / square foot	\$72,000.00	Y
273-11832-01-224	Base Bid: 6 Foot Steel Bench	Supplier Product Code:	First Offer - \$3,000.00	10 / each	\$30,000.00	Y
273-11832-01-225	Base Bid: 36 Gallon Litter Receptable	Supplier Product Code:	First Offer - \$2,400.00	10 / each	\$24,000.00	Y
273-11832-01-226	Base Bid: 36 Gallon Receptable Liner	Supplier Product Code:	First Offer - \$100.00	10 / each	\$1,000.00	Y
273-11832-01-227	Base Bid: Bike Rack	Supplier Product Code:	First Offer - \$2,200.00	5 / each	\$11,000.00	Y Y

Bid Allowance \$180,000.00

Lot Total \$2,553,061.30

Supplier Total \$2,553,061.30



CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 21st day of February, 2017, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Sun-Up Enterprises Inc., a Florida Corporation (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 273-11832, Annual Contract for Transportation and Mobility Capital Improvement Projects, which was opened on December 16, 2016; and,

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

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

**ARTICLE 1 – DEFINITIONS**

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

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



- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the city, authorizing a revision of an underlying agreement between the City and a 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 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions as amended by the 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, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet



the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the agreement shall be the date the 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. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the Work agreed upon within each executed Task Order will constitute nonperformance of the Contractor and would be grounds for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 Final Completion Date – 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 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.



- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection - The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the 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 and on which the Contract Time will end. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 Plans - 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 Premises (otherwise known as Site or Work Site) - means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project - The 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.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents shall be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.



- 1.31 Substantially Completed Date – The Contractor shall submit a written request to the City for an inspection to determine if the Work is substantially complete. If, at the time of inspection, it is determined the project is substantially complete, 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 Task Order – 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 CONTRACT FOR TRANSPORTATION AND MOBILITY CAPITAL IMPROVEMENT PROJECTS ITB 273-11832**

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

#### **PROJECT DESCRIPTION**

The work includes furnishing all labor, tools, equipment, materials and supplies to complete the work. Work includes the installation of asphalt and concrete repairs (including the ability to make minor slope changes), compacted limerock base, construction of greenways and sidewalks, seal-coating, temporary parking space striping, painted and thermoplastic parking space striping (standard and American Disability Act (ADA) compliant spaces), pavement markings including bike lanes and midblock crosswalks, pedestrian and school zone signalization, ADA compliant curb ramps and parking related signage as needed to bring the City of Fort Lauderdale Transportation & Mobility, Parking Services Department's parking facilities into compliance with ADA Guidelines, traffic calming infrastructure, in addition to new parking lots being constructed under this contract. Work includes construction of concrete sidewalk (4" and 6" thick), various concrete curbs as noted by detail specifications, brick pavers, type S-3 asphaltic concrete pavement, speed humps,



stamped asphalt, pervious concrete and brick pavers, limerock base of various depths, installation of thermostatic and/or painted pavement markings, signalization equipment, sod, landscaping, irrigation and lighting; and removal of asphalt, concrete, tree roots and other items quantified in the proposal pages of the contract.

- 2.3 Within ten (10) days of 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 any subcontractors that will be utilized by the Contractor. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with current and on-going operations.

### **ARTICLE 3 – PROJECT MANAGER**

- 3.1 The Project Manager is hereby designated by the City as Elizabeth Van Zandt, Mobility Manager II whose address is 290 NE 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

### **ARTICLE 4 – CONTRACT DOCUMENTS**

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [ **DS-1** ] to [ **DS- 36** ] 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 1 through 4, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.



- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No., **273-11832**, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., **273-11832**, dated **December 12, 2016**.
- 4.13 Schedule of Completion and Schedule of Values.
- 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. 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.

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

- a. Specific written direction from the City Manager (or designee)
- 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 **February 21, 2017** and any attachments.
- g. Invitation to Bid No., **273-11832**, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., **273-11832**, dated **December 12, 2016**
- 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 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 Ten (10) calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order.
- 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 ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. 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 (1<sup>st</sup>) and the tenth (10<sup>th</sup>) 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, in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P- Card Program. The City has implemented a Purchasing Card Program using the VISA network. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement this ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system. All costs associated with the implementation of this purchasing program shall be borne by the Contractor.

#### **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, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.
- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under 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 carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and will determine 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 he 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 Contract in accordance with Article 17.



8.8.4 A certified "competent person" shall be 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 Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work 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 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 AM to 4:30 PM and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of



patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor. The Contractor shall conduct 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 vegetation 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 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

- 8.17 Project Record Documents and 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 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

~~8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.~~

8.21 No Damages for Delay: 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.



- 8.22 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.

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

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

- 8.24 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be



limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or 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.

- 8.25 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 contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)



## **ARTICLE 9 – CITY’S RESPONSIBILITIES**

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- ~~9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.~~

## **ARTICLE 10 – BONDS AND INSURANCE**

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), 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:** 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.

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 (2014), 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.

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

### 10.3 **Insurance**

- 10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 per claim for any Architectural and or Engineering requirements associated with the fulfillment of any Task Order if required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. ***A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.***

A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. **BINDERS ARE UNACCEPTABLE.** The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any



exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.

C. Contractor shall, as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

#### 10.3.3 Commercial General Liability

A. Limits of Liability:

~~Bodily Injury and Property Damage - Combined Single Limit~~

Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured

Broad Form Contractual Liability

Waiver of Subrogation

Premises/Operations

Products/Completed Operations

Independent Contractors

Owners and Contractors Protective Liability

#### 10.3.4 Business Automobile Liability



A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

All Autos used in completing the contract

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required:

Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

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

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

10.3.6 Umbrella/Excess Liability: 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.

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to



the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.

B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

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

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

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

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

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

11.2 Tests and Inspections: 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 Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.



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

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

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Section 11.2 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled-supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance 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.

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

## **ARTICLE 12 – INDEMNIFICATION**

12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.



12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees, or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

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

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



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

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

### **ARTICLE 13 – CHANGES IN THE WORK**

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance 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.
- 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 Time for the City to Approve Contract Amendment: 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.
- 14.2 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.

#### 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 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this 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

- 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.

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

## **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City May Terminate Work: The City retains the right to terminate this Agreement 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 15 days' notice upon the occurrence of any one or more of the following events:



17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

17.2.2 If the Contractor makes a general assignment for the benefit of creditors.

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

17.2.4 If 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.

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

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

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

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

17.3 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 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that



the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This 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 so been terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

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

## **ARTICLE 18 – DISPUTE RESOLUTION**

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work



done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of 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, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, 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

with copies to:

Project Manager and City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

To the Contractor:

**Sun-Up Enterprises Inc.**  
**Janet Cusanelli – President**  
**16641 Water Edge Dr.**  
**Weston Florida 33326**

## **ARTICLE 20 – LIMITATION OF LIABILITY**

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or



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

## **ARTICLE 21 – GOVERNING LAW**

- 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 of 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 contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This



Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

- 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 Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), 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 (2016), 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 (2016), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the



City in excess of the threshold amount provided in Section 287.017, Florida Statutes, 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 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 that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), 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.



Project Name: ANNUAL CONTRACT FOR TRANSPORTATION AND MOBILITY  
CAPITAL IMPROVEMENT PROJECTS  
Contractor: SUN-UP ENTERPRISES INC.

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 municipal  
corporation of the State of Florida


By:  for  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By:   
JEFFREY A. MODARELLI  
City Clerk

Approved as to Legal Form:

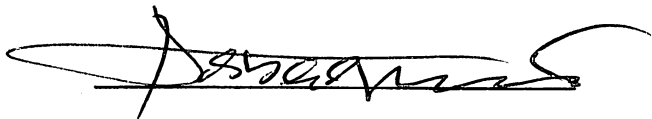
By:  Candace Duff  
~~RHONDA MONTTOYA HASAN~~  
Assistant City Attorney



**CONTRACTOR**

WITNESSES:

CONTRACTOR, **SUN-UP ENTERPRISES INC.**  
a Florida corporation.



FAEGH ASBAGERI  
Print Name

By Janet Cusanelli

Janet Cusanelli President  
PRINT NAME Title



MOISES SUMAZA  
Print Name

ATTEST:

BY: K. Figueroa

Karen Figueroa  
PRINT NAME Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7 day of March <sup>2017</sup> ~~2016~~, by Janet Cusanelli (Name), as President (Title) of SUN-UP ENTERPRISES INC. (CONTRACTOR), a Florida corporation, on behalf of the Corporation.

SEAL

H4  
Notary Public, State of Florida



HEATH FIGUEROA  
MY COMMISSION # FF 103485  
EXPIRES: March 28, 2018  
Bonded Thru Budget Notary Services

Name of Notary Typed, Printed or Stamped

☒ Personally Known or ☐ Produced Identification:

Type of Identification Produced: \_\_\_\_\_





NIELSON, HOOVER & COMPANY, INC.

February 28, 2017

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

**RE: Sun Up Enterprises, Inc.**

To Whom It May Concern:

This is to advise you that our office provides suretyship for Sun Up Enterprises, Inc. Their surety is United States Fire Insurance Company, which carries an A. M. Best Rating of A/XII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of request, we should be in a position to provide Performance and Payment Bonds for Sun Up Enterprises, Inc. They currently maintain a bonding surety program of \$8,000,000 single projects and \$10,000,000 aggregate. It must be understood, however, that we reserve the right to review all contractual documents prior to final commitment to issue any bonds.

Sun Up Enterprises, Inc. is an excellent Contractor and we hold them in high regard. We feel extremely confident in them 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.

Sincerely,

Shawn A. Burton  
Resident Agent





SUNUPEN-01

SSIMEON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2017

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

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

**PRODUCER**  
Collinsworth, Alter, Fowler & French, LLC  
8000 Governors Square Blvd  
Suite 301  
Miami Lakes, FL 33016

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (305) 822-7800  
**FAX (A/C, No):** (305) 362-2443  
**E-MAIL ADDRESS:**

**INSURED**

Sun Up Enterprises Inc  
16641 Waters Edge Drive  
Ft Lauderdale, FL 33326

**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** FCCI Insurance Company

10178

**INSURER B:** National Trust Insurance Co

20141

**INSURER C:** Markel American Ins Co**INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GL00090018	08/17/2016	08/17/2017	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					EPLI 2500 DED \$ 100,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CA10000473101	08/17/2016	08/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						PIP Coverage \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	EXCESS LIAB	CLAIMS-MADE <input checked="" type="checkbox"/>	UMB00127396	08/17/2016	08/17/2017	EACH OCCURRENCE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>	001WC16A62357	08/17/2016	08/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<input checked="" type="checkbox"/> Leased/Rented		MAXA3IM0049291	08/17/2016	08/17/2017	w/\$5,000. ded 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Bid No.: 273-11832

City of Ft. Lauderdale is included as additional insured with respects to General Liability and Auto Liability when required by written contract. Waiver of Subrogation in favor of additional insured with respects to General Liability, Auto Liability & Workers Comp when required by written contract. Excess/Umbrella follows form. 30 day notice of cancellation except 10-days for non payment of premium subject to policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Ft. Lauderdale  
c/o Project Manager  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**