

## **Solicitation 473-11893**

### **441 NW 7th Avenue Sewer Extentions**

#### **Bid Designation: Public**



**City of Fort Lauderdale**



## Bid 473-11893

### 441 NW 7th Avenue Sewer Extentions

Bid Number 473-11893  
 Bid Title 441 NW 7th Avenue Sewer Extentions

Bid Start Date In Held  
 Bid End Date Mar 16, 2017 2:00:00 PM EDT  
 Question & Answer End Date Mar 3, 2017 10:00:00 AM EST

Bid Contact Althea Pemsel  
 Sr. Procurement Specialist  
 Finance  
 apemsel@fortlauderdale.gov

Contract Duration One Time Purchase  
 Contract Renewal See Specifications  
 Prices Good for 120 days  
 Pre-Bid Conference Mar 9, 2017 11:00:00 AM EST  
 Attendance is optional  
 Location: City of Fort Lauderdale, City Hall  
 Engineering Department, 4th Floor  
 Fort Lauderdale, FL 33301  
 Site Visit to Follow Pre-proposal Meeting

Bid Comments **Sealed bids will be received electronically until 2:00 P.M., local time, on March 16, 2017, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for BID NO., 473-11893, PROJECT NO., 12203. This project consists of Drawing File No. 4-139-77, 8 sheets.**

**The work includes but is not limited to the construction of the Sewer Extension for the property located at 441 NW 7th Avenue. Construction includes the installation of approximately 258 linear feet of 8-inch sanitary sewer piping, one manhole, and a 6-inch sanitary sewer lateral and cleanout within City right-of-way (ROW) limits. The construction will utilize the open trench method of construction. The point of contact is Althea Pemsel, MA, CPSM, Senior Procurement Specialist, apemsel@fortlauderdale.gov**

**NOTE: Payment on this contract will be made by Visa or MasterCard. Possession of a Certified Underground Utility and Excavation Contractor is required for this project.**

**Pre-Bid Meeting/Site visit: A pre-bid meeting and/or site visit will be held on March 3, 2017, at 10:00 a.m., local time, at Engineering Department, 4<sup>th</sup> Floor City Hall, 100 N. Andrews Avenue, 4<sup>th</sup> Floor Conference Room, Fort Lauderdale, Florida. Site visit shall be conducted before the pre-bid meeting, coordination with the City is not necessary.**

#### Item Response Form

Item 473-11893-01-01 - Bid Base 1: Mobilization, Demobilization and Bonds  
 Lot Description Bid Base 1



Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

**Description**

The lump sum price bid for this item shall be full compensation for all mobilization/demobilization activities, including but not limited to bonds, insurance, transport of personnel, materials, equipment, and other incidentals to the site, all notifications to public including but not limited to flyers and other notifications, preparation of submittals including schedule, temporary facilities and offices, safety equipment and first aid supplies, project signs, field surveys, sanitary and other facilities required by the specifications, audio-video documentation of the existing site, any space required for staging, laydown, survey, storage, parking, security, etc., and all other activities necessary for complete mobilization/demobilization requirement for the contract.

Item **473-11893-02-01 - Bid Base 2: Maintenance of Traffic (MOT)**

Lot Description **Bid Base 2**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

**Description**

Payment for all labor for the design and preparation of signed and sealed MOT plans, permitting, flagman, barricades, VMS boards, signage, police presence, etc., and installation and removal of traffic control devices in various and changing work locations for the duration of the project per applicable authority having jurisdiction regarding MOT (vehicular and pedestrian) which includes the City of Fort Lauderdale, streets and lane closures, phasing of MOT, permitting and permitting agency approvals including all necessary submittals and fees.

Item **473-11893-03-01 - Bid Base 3: Furnish & Install 8 inch SDR 35 PVC Gravity Sewer Piping (10 foot 12 foot Deep)**

Lot Description **Bid Base 3**

Quantity **300 foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 300

**Description**

Payment for all labor, equipment and material for all work necessary and required for the installation of the 8 inch SDR 35 PVC gravity sewer piping and all fittings, and manhole boots for new connections, as shown on the plans. This work shall include but not be limited to items 1 through 27 of Item No. 3.0. Section 1025 Basis of Payment.

Item **473-11893-04-01 - Bid Base 4: Furnish & Install 6 inch SDR 35 PVC Lateral**

Lot Description **Bid Base 4**

Quantity **30 foot**



Unit Price

Delivery Location

**City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 30

**Description**

Payment for all labor, equipment and material for all work necessary and required for the installation of the 6 inch SDR 35 PVC lateral piping and all fittings, cleanouts, and manhole boots for new connections, as shown on the plans. This work shall include but not be limited to items 1 through 27 of Item No. 3.0. Section 1025 Basis of Payment.

Item **473-11893-05-01 - Bid Base 5: Furnish and Install Sanitary Manhole in Pavement (10 foot 12 foot Deep)**

Lot Description Bid Base 5

Quantity 1 each

Unit Price

Delivery Location

**City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

**Description**

Payment for all labor, equipment and material for all work necessary and required for the installation of new 4-foot diameter sanitary manhole, as shown in the plans, traffic rated covers, concrete collars, re-benching of the existing manhole, new manhole benching, and all coatings. In addition, installation of new sewer inflow dishes for the existing and new manhole, and a new chimney seal for the existing manhole as called out on the plans and meeting the City's manufacturer's requirements. This work shall include but not be limited to items 1 through 27 of Item No. 3.0. Section 1025 Basis of Payment.

Item **473-11893-06-01 - Bid Base 6: Milling and Resurfacing of minimum of 1 inch of Asphalt Pavement**

Lot Description Bid Base 6

Quantity 700 square yard

Unit Price

Delivery Location

**City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 700

**Description**

Payment for all labor, equipment and material for all work necessary and required for milling and resurfacing of minimum of 1 inch of existing asphaltic concrete surface course for permanent asphalt (SP 9.5) of various thicknesses within City of Fort Lauderdale roadway, as shown in the Pavement Restoration Plans and Details, saw cutting, removal, and disposal of existing pavement of all and varying thicknesses, any required field work by the Contractor to confirm existing pavement thicknesses prior to bidding, and replacement of a minimum of 1 inch of asphalt pavement to meet all City standards and specifications and to match existing pavement grades at all tie-ins to adjacent roadways.

Item **473-11893-07-01 - Bid Base 7(a): 6 inch Double Yellow**

Lot Description Bid Base 7(a)

Quantity 100 foot



Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

**Description**

For replacement of existing thermoplastic or painted pavement markings and messages, thermoplastic markings, reflective pavement markers, and other associated permanent pavement markings that are removed or obliterated by the Contractors operation, or as indicated on the plans, in accordance with MUTCD, FDOT Standard Specifications for Road and Bridge Construction, and/or City Standards.

Item **473-11893-08-01 - Bid Base 7(b): 24 inch White Stop Bar**Lot Description **Bid Base 7(b)**Quantity **30 foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 30

**Description**

For replacement of existing thermoplastic or painted pavement markings and messages, thermoplastic markings, reflective pavement markers, and other associated permanent pavement markings that are removed or obliterated by the Contractors operation, or as indicated on the plans, in accordance with MUTCD, FDOT Standard Specifications for Road and Bridge Construction, and/or City Standards.

Item **473-11893-09-01 - Bid Base 7(c): Reflective Pavement Markers (RPMs) (Yellow/Yellow)**Lot Description **Bid Base 7(c)**Quantity **8 each**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 8

**Description**

For replacement of existing thermoplastic or painted pavement markings and messages, thermoplastic markings, reflective pavement markers, and other associated permanent pavement markings that are removed or obliterated by the Contractors operation, or as indicated on the plans, in accordance with MUTCD, FDOT Standard Specifications for Road and Bridge Construction, and/or City Standards.



**CITY OF FORT LAUDERDALE  
CONTRACT AND SPECIFICATIONS PACKAGE**

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**BID NO. 473-11893**

**PROJECT NO. 12203**

**441 NW 7<sup>th</sup> Avenue  
Sewer Extension**



**Issued on Behalf of: The Public Works Department  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301**

**Project Manager Diana Carrillo, P.E.  
Project Manager II**

**Althea Pemsel, MA, CPSM, C.P.M.  
Senior Procurement Specialist  
E-mail: [apemsel@fortlauderdale.com](mailto:apemsel@fortlauderdale.com)**



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**Note:** The following documents are available electronically for completion and documents must be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

- Attachment 1 - CITB Prime Contractor ID Form
- Attachment 2 - CITB Questionnaire Sheets
- Attachment 3 - CITB Local Business Preference
- Attachment 4 - CITB Trench Safety
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## **INVITATION TO BID**

Sealed bids will be received electronically until 2:00 P.M., local time, on March 16, 2017, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for **BID NO., 473-11893, PROJECT NO., 12203.**

This project consists of Drawing File No. 4-139-77, 8 sheets.

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

**Possession of a Certified Underground Utility and Excavation license is required for this project.**

**Pre-Bid Meeting/Site visit: A pre-bid meeting will be held on March 3, 2017, at 10:00 a.m., local, time, at Engineering Department, 4<sup>th</sup> Floor City Hall, 100 N. Andrews Avenue, 4<sup>th</sup> Floor Conference Room, Fort Lauderdale, Florida. Bidders are encouraged to visit the site prior to the meeting, coordination with the City is not necessary.**

It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit since tours at other times might not be available.

While attendance is not mandatory, it will be the sole responsibility of the bidder to inspect the City's location(s)/facilities **OR** /and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-bid meeting and/or site visit.

Bidding blanks may be obtained **free of charge** at BIDSYNC.COM. Drawing Plans are on file in the Public Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4<sup>th</sup> floor, (Monday thru Friday 8:00 am to 4:30 pm) at a **NON-REFUNDABLE cost of \$25.00 (including sales tax per set)**. Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

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

### **Bid Bonds:**

Bidders can submit bid bonds for projects four different ways:

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.



- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver, upon request, the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.
- 3) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **mail** their bid bond to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

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

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

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

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

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



## INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

QUALIFICATIONS OF BIDDERS – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the CITY OF FORT LAUDERDALE, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

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

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the bidder, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addendums have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

LEGAL CONDITIONS - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

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

FORMS OF PROPOSALS - Each proposal and its accompanying statements must be made on the blanks provided. **THE FORMS MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED,** and must show the name of the bidder and a statement as to its contents.



**FORMS OF PROPOSALS (CONTINUED)** - The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

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

**BID BOND** - A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

**FILLING IN BIDS** - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

**PRICES QUOTED:** Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

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

**ADDITIONAL ITEMS OR SERVICES:** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or



services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

CAUSES FOR REJECTION - No proposal will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

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

BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Procurement Manager, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). The complete protest ordinance may be found on the City's website at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish



good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

ENFORCEMENT OF SPECIFICATIONS - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

COPIES OF DRAWING PLANS - Copies of the drawing plans are on file in the Public Works Department, City Hall, 4<sup>th</sup> Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (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.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes, written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and save harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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

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

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a



period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

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

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

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

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

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS - It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed **to a policy of equitable participation for these firms**. The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.



Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least fifty-one percent (51%) of which is owned by females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK includes persons having origins in any of the Black racial groups of Africa.

WHITE includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

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

LOBBYING ACTIVITIES - ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-00-27, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at [http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).



## SPECIAL CONDITIONS

### PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide all labor, material, and equipment required to construct a sewer extension for the property located at 441 NW 7<sup>th</sup> Avenue. Construction includes the installation of approximately 258 linear feet (LF) of 8-inch sanitary sewer piping, one manhole, and a 6-inch sanitary sewer lateral and cleanout within City right-of-way (ROW) limits. The construction will utilize the open trench method of construction.

### TRANSACTION FEES

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

### SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

### INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Althea Pemsel, Senior Procurement Specialist**, at (954) 828-5139 or email at [apemsel@fortlauderdale.gov](mailto:apemsel@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

### PRE-BID MEETING AND/OR SITE VISIT

There will be a pre-bid meeting and/or site visit on March 3, 2017 at 10:00 am at City Hall, 100 N. Andrews Avenue, 4<sup>th</sup> Floor Conference Room, Fort Lauderdale, FL 33301. Bidders are encouraged to visit the site prior to the meeting, coordination with the City is not necessary.



While attendance is not mandatory, it will be the sole responsibility of the bidder to inspect the City's location(s)/facilities and/or become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-bid meeting and/or site visit.

## **CONTRACT PERIOD**

The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 60 calendar days of the date of the Notice to Proceed.

The Work shall be Substantially Completed within 90 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 120 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

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

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

## **BID SECURITY**

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

## **REQUIRED LICENSES/CERTIFICATIONS**

Contractor must possess the following licenses/certifications to be considered for award:

**Possession of a Certified Underground Utility and Excavation Contractor license is required for this project.**

***Note: Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.***



**SPECIFIC EXPERIENCE REQUIRED**

The contractor must have previous experience in constructing sewer collection systems infrastructure, including individual projects with at least 500 linear feet of gravity sewer piping, 8-inches in diameter or larger and at least five (5) gravity sewer manholes, in the state of Florida within the last five (5) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger). Proof must consist of the following for each project listed; identify the location, dates of construction, project names and overall scope, the scope of work that was self-performed by Contractor, and Client's name, address, phone number, and email address.

**BID ALLOWANCE**

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

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

<b>Allowance</b>	<b>\$</b>
Permitting Allowance	\$ 2,000.00
Contamination Allowance	\$10,000.00

*Note: The City will add this allowance to your bid.*



**INSURANCE REQUIREMENTS (See Article 10, Bonds and Insurance, of the Contract for details)**

Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Worker's 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 for any Architectural and/or Engineering requirements associated with the fulfillment of the contract 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.

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.

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.

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:



Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

#### Commercial General Liability

##### 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

##### Endorsements Required:

City of Fort Lauderdale included as an Additional Insured  
 Broad Form Contractual Liability  
 Waiver of Subrogation  
 Premises/Operations  
 Products/Completed Operations  
 Independent Contractors  
 Owners and Contractors Protective Liability  
 Contractors Pollution Liability

#### Business Automobile Liability

##### 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

##### Endorsements Required:

Waiver of Subrogation

#### 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.



**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.

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:

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

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.

## **PERFORMANCE AND PAYMENT BOND: 100%**

Number of awards anticipated: one (1)

### **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as Diana Carrillo, P.E., whose address is 100 North Andrews, 4<sup>th</sup> Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.



**LIQUIDATED DAMAGES (See Article 16, Liquidated Damages, of the Contract for details)**

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Hundred (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

**REGULAR CONTRACTOR WORK SCHEDULE: 7:00 am to 6:00 pm Monday through Friday.****CITY ENGINEERING INSPECTORS HOURS: 8:00 am to 4:30 pm Monday through Friday.**

City Inspector hours are 8:00 a.m. to 4:30 p.m. Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

**Overtime Cost: \$219**



CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and \_\_\_\_\_, (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., \_\_\_\_\_, Project Number, \_\_\_\_\_, which was opened on \_\_\_\_\_; 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.
- 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, 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.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the 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 City Commission approves the work. 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 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 will constitute non-performance of the Contractor and would be ground for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged 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.
- 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 are referred to in the Contract Documents.
- 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.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.



## ARTICLE 2 – SCOPE OF WORK

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

441 NW 7 Avenue Sewer Extension  
ITB 473-11893, Project 12203

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

### PROJECT DESCRIPTION

This project is located at N.W 5th Street between N.W. 7th Terrace and N.W. 7th Avenue, in the City of Fort Lauderdale. The work includes but is not limited to the construction of the Sewer Extension for the property located at 441 NW 7th Avenue. Construction includes the installation of approximately 258 linear feet of 8-inch sanitary sewer piping, one manhole, and a 6-inch sanitary sewer lateral and cleanout within City right-of-way (ROW) limits. The construction will utilize the open trench method of construction.

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

## ARTICLE 3 – PROJECT MANAGER

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

## ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.
- 4.3 Exhibits to this Agreement: (Plans sheets [ ] to [ ] inclusive).



- 4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.5 Notice of Award and Notice to Proceed.
- 4.6 General Conditions as amended by the Special Conditions.
- 4.7 Technical Specifications.
- 4.8 Plans/Drawings.
- 4.9 Addenda number \_\_\_\_\_ through \_\_\_\_\_, inclusive.
- 4.10 Bid Form and supplement Affidavits and Agreements.
- 4.11 All applicable provisions of State and Federal Law.
- 4.12 Invitation to Bid No., \_\_\_\_\_, Instructions to Bidders, and Bid Bond.
- 4.13 Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- 4.14 Schedule of Completion and Schedule of Values.
- 4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.16 Any additional documents that are required to be submitted under the Agreement.
- 4.17 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 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 \_\_\_\_\_ and any attachments.



- g. Invitation to Bid No., \_\_\_\_\_, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- i. Schedule of Values.
- 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, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

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

## **ARTICLE 5 – CONTRACT TIME**

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 10 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 90 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 120 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

## **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.



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

## **ARTICLE 7 – PAYMENT**

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.
  - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
  - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.



When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

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

8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.

8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, Investigations,



tests, reports or similar data are, or will be, required by Contractor for such purposes. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

- 8.6 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.7 Labor

8.7.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.7.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.7.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

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

8.8 Materials:

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

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



- 8.9 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 a.m. to 4:30 p.m. 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.
- 8.10 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.
- 8.11 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.
- 8.12 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, 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.
- 8.13 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.



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

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

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or 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 do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

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

- 8.15 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:

8.15.1 Flow of material and equipment from suppliers.

8.15.2 The interrelated work with affected utility companies.

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

8.15.4 The effort of independent testing agencies.

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

- 8.16 Project Record Documents and Final 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 drawings 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.

8.17 Safety and Protection:

8.17.1 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:

- 8.17.1.1 All employees working on the project and other persons who may be affected thereby.
- 8.17.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.17.1.3 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.

8.17.2 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.

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

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

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from



the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

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

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

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

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental



Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

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

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

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

8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule



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

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

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

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

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

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under



part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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

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

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering 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”), each in an amount at least



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

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

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 Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 for any Architectural and or Engineering requirements associated with the fulfillment of the contract 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): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.



### 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
  - Contractor's Pollution Liability

### 10.3.4 Business Automobile Liability

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

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

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

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

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

### 10.3.6 Umbrella/Excess Liability: 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 Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim 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, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction,



removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

## **ARTICLE 12 – INDEMNIFICATION**

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

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

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

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

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

12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on



which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

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

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

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.



## ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Cost of the Work: The term “Cost of the Work” means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker’s compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.
- 14.1.3 Supplemental costs including the following:
- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
  - 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
  - 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
  - 14.1.3.4 Royalty payments and fees for permits and licenses.
  - 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
  - 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.



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

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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

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

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

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

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

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

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

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



14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

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

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

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

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.



## ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 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 within the time specified for completion, the Contractor shall pay to the City the sum of \$500.00 **Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all



liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

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

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

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written 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 Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an 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 have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## **ARTICLE 18 – DISPUTE RESOLUTION**

- 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 copy to the:

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

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## 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 or 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](mailto: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.



441 NW 7 Avenue Sewer Extension  
(Contractor)  
Project 12203

**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: \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

Approved as to Legal Form:

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney



**CONTRACTOR**

WITNESSES:

CONTRACTOR.,  
a Florida corporation.

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ (Name), as \_\_\_\_\_ (Title) of \_\_\_\_\_ (CONTRACTOR), a Florida corporation, on behalf of the Corporation.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped☐ Personally Known or ☐ Produced Identification:

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



## **GENERAL CONDITIONS**

**Unless otherwise modified in the projects special conditions, the following General Conditions shall be part of the Contract:**

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

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

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

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

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

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract. For the purpose of this Contract, "City" without modification shall mean the City Commission, and/or City Manager or his/her designee(s) as applicable.

"Construction Manager" - shall mean the Public Works Director or his/her designee.

"Construction Project Manager" - shall mean the Public Works Director or his/her designee.

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

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof except Extra Work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Public Works Director shall determine which shall prevail.

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

"Engineer" - shall mean the Public Works Director or his/her designee.

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

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



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

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

"Project Manager" - shall mean the Public Works Director or his/her designee.

"Public Works Director" -shall mean the Public Works Director of the City of Fort Lauderdale, Florida or his/her designee(s).

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

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

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

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

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

The Contractor, on its own, has made or caused to be made examinations, investigations, tests and studies of reports and related data in addition to those referred above, as Contractor deemed necessary to perform the Work at the Bid price set by the Contractor, within the contract time and in accordance with the other terms and conditions of the Contract Documents and the Bid made by the Contractor; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor to assure that the Work can be done at the Bid price set by the Contractor.

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the



Contract Documents and finds and has further determined that no conditions exist that would in any manner affect the Bid price and that the project can be completed for the Bid price submitted..

Any failure by the Contractor to acquaint itself with all the provided information and information obtained by visiting the project Site will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual City provided reports, the Contractor shall notify the City and the Contract amount may be adjusted depending on the conditions, at the approval of the City.

**GC - 03 - SUBSTITUTIONS** - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Bidder making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead, in addition to the "Contractor's Request for Substitution" form provided by the Public Works Director. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall reach the Public Works Director no less than ten (10) Working Days prior to the date set for opening of Bids; and
2. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Public Works Director will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
3. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
4. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
5. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution; and

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

**GC - 04 - CONTROL OF THE WORK** - The Public Works Director shall have full control and direction of the Work in all respects. The Public Works Director and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Public Works Director may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Public Works Director so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Public Works Director, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish



such light, satisfactory to the Public Works Director, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

The Contractor shall keep the Public Works Director informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary measurements made for records and for payment with the minimum of inconvenience to the Public Works Director or of delay to the Contractor. The Contractor shall submit to the Public Works Director or Inspector on the job a written request outlining the streets, etc., for which the Contractor desires lines and grades. It is the intention not to delay the Work for the giving of lines and grades, but when necessary, work operations shall be suspended for such reasonable time as the Public Works Director may require for this purpose. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

**GC - 05 - SUBCONTRACTOR** - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Public Works Director. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Public Works Director, a list of all Subcontractors. No Work shall be done by any Subcontractor until such Subcontractor has been officially approved by the Public Works Director. A subcontractor not appearing on the original list will not be approved without written request submitted to the Public Works Director and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Subcontractors and the Subcontractor is liable to be discharged by the Contractor, at the direction of the Public Works Director, for neglect of duty, incompetence or misconduct.

Acceptance of any Subcontractor, other person, or organization by the Public Works Director shall not constitute a waiver of any right of Public Works Director to reject defective Work or Work not in conformance with the Contract Documents.

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

**GC - 06 - QUANTITIES** - It is mutually agreed that the proposal shows the approximate amounts only along with the Plans and the general location. It is also mutually agreed that no change will be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Public Works Director shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract.



The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

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

**GC-07 - NO ORAL CHANGES** - Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

**GC - 08 - PERMITS AND PROTECTION OF PUBLIC** – 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 Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; he shall place sufficient warning lights at or near the Work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

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

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Where lifting operations involving the use of specialized cranes are required as part of construction, Contractor must make undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the job operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.



**GC - 09 - DISEASE REGULATIONS** - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Public Works Director may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

**GC - 10 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA** - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Public Works Director, and shall notify the Public Works Director of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense.

**GC - 11 - SUPPLEMENTARY DRAWINGS** - When, in the opinion of the Public Works Director, it becomes necessary to explain more fully the Work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Public Works Director and copies will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the original Plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor shall be subject to the terms of the Contract.

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

In all cases, new materials shall be used, unless this provision is waived by notice from the City in writing.

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

**GC - 14 - EXISTING UTILITY SERVICE** - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

**GC - 15 - JOB DESCRIPTION SIGNS** - Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

1. City Seal (in colors)



2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

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

**GC - 16 - FLORIDA EAST COAST RIGHT-OF-WAY** - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the Contract.

Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences.

**GC - 17 - ACCIDENTS** - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aid services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

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

**GC - 18 - SAFETY PRECAUTIONS** - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

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



**GC - 19 - DUST PREVENTION** - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance by the above methods, and then he will be required to immediately construct temporary patches per City standards.

**GC - 20 - PLACING BARRICADES AND WARNING LIGHTS** - The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Public Works Director may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

**GC - 21 - TRAFFIC CONTROL** - The Contractor shall coordinate all Work and obtain, through the Engineering Department, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The Public Works Director shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times.

**GC - 22 - COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Public Works Director before construction is started and shall coordinate his Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Contractors all as may be directed by the Public Works Director.

Each Contractor shall be responsible for any damage done by him or his agents to the work performed by another Contractor.

The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

**GC - 23 - WATER** - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.



**GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (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.

**GC - 25 - LOCATION OF UNDERGROUND FACILITIES** - If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**GC - 26 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS** - In accordance with Florida Statute 255.20 (3), The City specifies that lumber, timber, and other forest products used for this project shall be produced and manufactured in the state of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

**GC - 27 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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



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

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

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

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

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

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

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.







**GENERAL CONSTRUCTION NOTES:**

- NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITHOUT FIRST OBTAINING PERMISSION AND A CONSTRUCTION METER FROM THE CITY OF FORT LAUDERDALE. THE CONTRACTOR IS RESPONSIBLE FOR ALL WATER COSTS.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING, PROTECTING AND REPLACING ALL WATER SERVICES OR SEWER LATERALS WHICH ARE IMPACTED DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A WRITTEN PLAN FOR WATER SERVICE AND WASTEWATER SERVICE DISRUPTION FOR APPROVAL 7 (SEVEN) CALENDAR DAYS PRIOR TO THE ANTICIPATED DISRUPTION. THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNERS 48 HOURS IN ADVANCE OF ANY WORK ON THEIR SERVICES. THIS WORK SHALL BE CONSIDERED INCIDENTAL.
- THE CONTRACTOR MUST USE EXTREME CARE TO AVOID DAMAGE OR DISRUPTION TO ANY EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. ALL PLAN LOCATIONS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED. CONTRACTOR IS TO CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 811 AND ALL OTHER PARTICIPATING UTILITIES TWO (2) FULL BUSINESS DAYS PRIOR TO CONSTRUCTION FOR FIELD MARKUP LOCATIONS OF EXISTING UTILITIES AND FACILITIES.
- THE CONTRACTOR MUST INFORM THE CITY AT LEAST 48--HOURS IN ADVANCE OF CONSTRUCTION, IN WRITING ANY CONFLICT IS DISCOVERED DURING POT HOLE OPERATIONS FOR CLARIFICATION BY THE CITY IF CITY OWNED FACILITIES. THE CONTRACTOR MUST INFORM AND COORDINATE WITH OTHER UTILITY AGENCY OWNERS AS NEEDED FOR VERIFICATION AND COORDINATION OF THEIR FACILITIES.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UTILITIES DEPARTMENT OF THE CITY OF FORT LAUDERDALE AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE TO COORDINATE ANY ACTIVITY TO BE PERFORMED BY THE CITY'S UTILITIES DEPARTMENT. NOTIFICATION IS TO BE PROVIDED TO THE CITY IN ADVANCE FOR ANY NECESSARY SHUT DOWNS OR TIE-INS AS WELL AS COORDINATING OF OPERATING VALVES.
- THE CONTRACTOR MUST COMPLY WITH ALL JURISDICTIONAL AUTHORITIES HAVING AUTHORITY OVER THE VARIOUS ROW LIMITS AND PROVIDE NOTIFICATIONS ACCORDINGLY TO MEET ALL REGULATORY AND PERMIT REQUIREMENTS.
- CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE EXISTING RIGHTS--OF--WAY. ALL AREAS THAT ARE DISTURBED WITHIN THE PROJECT LIMITS MUST BE RESTORED BY THE CONTRACTOR AND THE CONTRACTOR'S EXPENSE.
- IN GENERAL, EXISTING STRUCTURES AND UTILITIES ARE NOTED AS EXISTING AND/OR SHOWN IN GREYSCALED/EXISTING LINETYPES. NEW CONSTRUCTION IS IN HEAVIER OR BOLDER LINES.
- ALL WORK WITHIN STATE DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT--OF--WAYS SHALL BE IN CONFORMANCE WITH FDOT SPECIFICATIONS AND PERMIT REQUIREMENTS. ALL WORK WITHIN BROWARD COUNTY RIGHT--OF--WAYS SHALL BE IN CONFORMANCE WITH THE BROWARD COUNTY MINIMUM STANDARDS AND/OR REQUIREMENTS.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC AND FOR PEDESTRIAN ACCOMODATIONS DURING CONSTRUCTION.
- CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLANS TO FDOT, CITY OF FORT LAUDERDALE, OR BROWARD COUNTY AS REQUIRED FOR WORK TO BE DONE WITHIN THEIR ROW LIMITS PRIOR TO COMMENCEMENT OF WORK. SPECIFIC AGENCY MOT REQUIREMENTS AND SUBMITTALS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND AT THE CONTRACTOR'S COST.
- STATIONS SHOWN ON THE DRAWINGS ARE BASED ON THE ESTABLISHED BASELINE AND SHALL NOT BE CONSIDERED AS DISTANCES OR AS A MEASURE OF THE LINEAR FOOTAGE OF PIPE TO BE INSTALLED.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES AT ALL TIMES.
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND SAFECAGED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. OPEN TRENCHES ARE ONLY ACCEPTABLE DURING CONSTRUCTION AND SHALL BE FILLED AT THE END OF EACH DAY FOR SAFETY. TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION.
- CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS OR ALL OTHER AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
- THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES, (THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK), FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
- LOCATION OF AIR RELEASE VALVES (ARVS) MUST BE FIELD ADJUSTED BY THE CONTRACTOR SUCH THAT THEY ARE AT THE CONSTRUCTED SYSTEM HIGH POINTS. IN ADDITION, ARVS MAY BE ADJUSTED AT THE DISCRETION OF THE CITY OR ENGINEER NECESSARY.
- CONTRACTOR SHALL ADJUST TO FINAL GRADE ALL EXISTING UTILITY CASTINGS INCLUDING VALVE BOXES, MANHOLES, HAND HOLES, PULL BOXES, INLETS AND SIMILAR STRUCTURES IN CONSTRUCTION AREA TO BE OVERLAYED WITH ASPHALT.
- EXISTING TRAFFIC SIGNS SHALL BE RESET UPON COMPLETION PER BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS. COST SHALL BE CONSIDERED INCIDENTAL. CONTRACTOR SHALL REPAIR OR REPLACE DAMAGED TRAFFIC SIGNAL LOOPS PER BROWARD COUNTY TRAFFIC ENGINEERING SPECIFICATIONS; COST SHALL BE INCIDENTAL AND AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL RESTORE EXISTING PAVEMENT AND PAVEMENT MARKINGS/SIGNAGE TO ORIGINAL PRE--CONSTRUCTION CONDITION OR AS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS. THIS WORK SHALL BE CONSIDERED INCIDENTAL.
- CONTRACTOR WILL BE REQUIRED TO MATCH EXISTING PAVEMENT GRADES AT ALL RESTORED AREAS AND WILL BE REQUIRED TO MATCH EXISTING PAVEMENT THICKNESSES IN KIND. THE DETAIL FOR PAVEMENT RESTORATION IS INTENDED TO BE THE MINIMUM THICKNESS OF PAVEMENT TO BE RESTORED TO MEET FDOT OR CITY REQUIREMENTS; HOWEVER, THE ACTUAL AMOUNT OF PAVEMENT TO BE REMOVED AND REPLACED MAY BE IN EXCESS OF THIS DEPTH AND WILL BE REQUIRED TO MATCH IN KIND THE CURRENT PAVEMENT THICKNESS, BASE AND SUB--BASE THICKNESS REQUIREMENTS AT THE DISCRETION OF THE FDOT, CITY, OR ENGINEER. THE CONTRACTOR IS TO PERFORM ANY PAVEMENT CORINGS TO IDENTIFY VARIATIONS IN PAVEMENT THICKNESSES AS NECESSARY AND NO ADDITIONAL COSTS WILL BE ALLOWED FOR MATCHING EXISTING PAVEMENT, BASE, OR SUBBASE REQUIREMENTS, NOR FOR MATCHING GEOGRID REMOVAL AND RESTORATION REQUIREMENTS.
- ALL CONSTRUCTION WITHIN FDOT RIGHT--OF--WAY (ROW) MUST CONFORM TO FDOT SPECIFICATIONS, STANDARDS, AND PERMIT REQUIREMENTS. NO WORK SHALL COMMENCE WITHIN FDOT ROWS WITHOUT AN FDOT PERMIT. FULL LANE WIDTH RESTORATION TO MATCH EXISTING PAVEMENT SECTION IS REQUIRED IN ACCORDANCE WITH FDOT STANDARDS FOR PROPOSED WORK WITHIN FDOT ROWS.

**GENERAL CONSTRUCTION NOTES (CONT'D):**

- CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND ELEVATIONS BEFORE STARTING CONSTRUCTION.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).

**GENERAL NOTES -- TRAFFIC CONTROL PLAN**

- ALL TRAFFIC CONTROL SHALL COMPLY WITH FDOT STANDARDS AND SPECIFICATIONS. THE TRAFFIC CONTROL PLANS FOR THE PROJECT SHALL COMPLY WITH THE LATEST EDITION OF THE ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX NO. 600--660, MUTCD AND THE STANDARD SPECIFICATIONS. THE CONTRACTOR'S RESPONSE TIME TO ALL REPORTED MALFUNCTIONS OF TRAFFIC SIGNALS WITHIN THE PROJECT LIMITS SHALL BE NO MORE THAN TWO (2) HOURS AND SHALL RESTORE ALL MALFUNCTIONING TRAFFIC SIGNAL EQUIPMENT TO ITS LEVEL OF OPERATION PRIOR TO THE MALFUNCTIONING WITHIN TWENTY--FOUR (24) HOURS. DURING THIS TIME THE CONTRACTOR SHALL PROVIDE AT HIS EXPENSE TEMPORARY TRAFFIC CONTROL DEVICES, FLAGGER PERSONNEL AND LAW ENFORCEMENT PERSONNEL AS NECESSARY TO MAINTAIN A SAFE AND EFFICIENT FLOW OF TRAFFIC AT THE AFFECTED WORK ZONE. FDOT (AS APPLICABLE), BROWARD COUNTY, OR THE CITY OF FORT LAUDERDALE SHALL APPROVE ALL MODIFICATIONS PRIOR TO THEIR IMPLEMENTATION PENDING THE JURISDICTIONAL AGENCY HAVING AUTHORITY OVER THE SIGNALS.
- THE CONTRACTOR SHALL MAINTAIN PROPER OPERATION OF ALL TRAFFIC SIGNAL LOOP ASSEMBLIES AND LOOP DETECTORS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL CORRECT ALL LOOP ASSEMBLY/DETECTOR MALFUNCTIONS WITHIN 24 HOURS OF NOTIFICATION OF ANY MALFUNCTIONS.
- THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING.
- A REGULATORY SPEED OF 25 MPH SHALL BE POSTED WITHIN THE LIMITS OF THE WORK ZONE.
- EXISTING SIGNS AND PAVEMENT MARKINGS THAT CONFLICT WITH CONSTRUCTION SIGNS AND MARKINGS SHALL BE REMOVED DURING CONSTRUCTION. ALL EXISTING SIGNS THAT ARE REMOVED SHALL BE STOCKPILED IN A SECURE PLACE AND REINSTALLED AFTER CONSTRUCTION. REMOVE AND REPLACE ANY GROUND MOUNT SIGN BY USE OF INDEX NO. 611 OR AS REQUIRED BY THE APPLICABLE FDOT STANDARDS.
- THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND PREVENT ADVERSE FLOODING OF THE TRAVEL LANES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CITY OF FORT LAUDERDALE FOR ANY AND ALL CONSTRUCTION ACTIVITIES TO BE PERFORMED AT NIGHT. NO LANE CLOSURE SHALL BE ALLOWED BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM AND 4:00 PM TO 7:00 PM, MONDAY THROUGH FRIDAY, UNLESS APPROVED BY THE OWNER. FDOT ROW LIMITS MUST COMPLY WITH FDOT STANDARDS FOR ALL WORK HOURS. WORK MAY BE REQUIRED DURING NIGHT OR WEEKEND HOURS AND SHALL BE AT NO ADDITIONAL COST TO THE CITY.
- THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY TWO (2) BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. SEE SPECS FOR LIST OF UTILITY COMPANIES.
- TRAFFIC CONTROL ON ALL COUNTY RIGHTS--OF--WAY SHALL MEET THE ADDITIONAL REQUIREMENTS OF THE BROWARD COUNTY ENGINEERING DEPARTMENT. TRAFFIC CONTROL WITHIN FDOT ROW LIMITS SHALL MEET FDOT STANDARDS AND SPECIFICATIONS.
- THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING.
- CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC PLAN (MOT) WHERE REQUIRED BY FEDERAL, STATE, COUNTY, OR LOCAL AGENCIES HAVING JURISDICTION. CONTRACTOR SHALL OBTAIN ALL REQUIRED APPROVALS AND PERMITS ASSOCIATED WITH THE MOT'S. ALL MOT'S TO BE ATS CERTIFIED.
- THE CONTRACTOR SHALL ALSO COORDINATE THE CONSTRUCTION SCHEDULE WITH FDOT, BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE TO AVOID LANE CLOSURES WHICH WOULD ADVERSELY AFFECT TRAFFIC DURING RUSH HOUR.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL VEHICULAR AND PEDESTRIAN MOT WITHIN THE PROJECT WORK LIMITS. ALL MOT SHALL COMPLY WITH FDOT STANDARDS AND SPECIFICATIONS. VMS BOARDS, ADVANCED NOTIFICATION(S), FLAGMEN, POLICE, AND ALL OTHER NECESSARY MOT ITEMS TO MEET ALL JURISDICTIONAL REQUIREMENTS MUST BE FOLLOWED AT ALL TIMES. NO ADDITIONAL COMPENSATION WILL BE PROVIDED TO THE CONTRACTOR FOR MOT REQUIREMENTS, PHASED MOT, AND PERMITTING OR APPROVALS FOR MOT PLANS. MOT PLANS SHALL BE SIGNED AND SEALED BY A LICENSED PE IN THE STATE OF FLORIDA.

**LEGEND****ABBREVIATIONS**

C.L.F.	= CHAIN LINK FENCE
CONC.	= CONCRETE
E.O.P.	= EDGE OF PAVEMENT
F.H.	= FIRE HYDRANT
GAS	= GAS MAIN
INV.	= PIPE INVERT ELEVATION
NGVD	= NATIONAL GEODETIC VERTICAL DATUM
NAVD	= NORTH AMERICAN VERTICAL DATUM
OHW	= OVERHEAD WIRES
R/W	= RIGHT--OF--WAY LINE
RCP	= REINFORCED CONCRETE PIPE
SS	= SANITARY SEWER PIPE
SMH	= SANITARY MANHOLE
T.O.P.	= TOP OF PIPE
W.V.	= WATER VALVE

**GENERAL NOTES--BROWARD COUNTY TRAFFIC ENGINEERING DEPT.****ALL PARTIES NOTE THE FOLLOWING:**

- DIRECTIONAL BORES, UTILITY CONNECTIONS, THE PLACEMENT OF MOT AND ADVANCE SIGNAGE MAY BY THEIR PLACEMENT, DAMAGE/DESTROY THE COMMUNICATIONS CABLE/CONDUIT LOCATED INSIDE AND OUTSIDE THE PROJECT AREA. ADDITIONALLY, CURB/GUTTER/SIDEWALK REMOVAL/PLACEMENT, RELOCATION OF TREES, LANDSCAPING ACTIVITIES AND IRRIGATION ACTIVITIES ARE POTENTIAL CAUSES FOR DAMAGE TO BCTED'S COMMUNICATION CABLE/CONDUIT. ALL PARTIES SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN PROXIMITY TO THE COMMUNICATIONS CABLE/CONDUIT.
- ANY ABOVE PROJECT ACTIVITY, INCIDENTAL OR OTHERWISE, WHICH IMPACTS OR DAMAGES THE COMMUNICATIONS CABLE/CONDUIT, SHALL BE SUBJECT TO THE FOLLOWING NOTES AND CONDITIONS BELOW:

(Revised: 10/13/2015)

**"Communications Notes"**

The agency responsible for maintenance of the traffic signals and related equipment is Broward County Traffic Engineering Division (BCTED). All system communications equipment, cabling and related material shall comply with Broward County's latest edition of the minimum standards as expressed in the "Standards and Specifications - Communication Infrastructure" document. Please refer to (BCTED's) Communications Policies and Procedures for additional information. Broward County Traffic Engineering Division will not accept any projects that do not meet these standards and specifications. If fiber optic pull boxes already exist at an intersection, no additional fiber optic pull boxes will need to be installed. For a copy of these standards refer to the Broward County web site at [www.BROWARD.ORG/TRAFFIC](http://www.BROWARD.ORG/TRAFFIC) under publications.

If there are Copper Interconnect Cable/s within your project limits or within 1500 feet of your project limits, contact the Communications Manager at [tcomunications@broward.org](mailto:tcomunications@broward.org) or 954-847-2745.

If there are Fiber Optic Cable/s within your project limits or within 1500 feet of your project limits contact the Communications Manager at [tcomunications@broward.org](mailto:tcomunications@broward.org) or 954-847-2745.

If there are cellular communications within your project limits, contact the Communications Manager at [tcomunications@broward.org](mailto:tcomunications@broward.org) or 954-847-2745

All BCTED communications cables/conduit shall be located a minimum of 48 hours in advance.

**Broward County Traffic Engineering Division  
Procedure for Notification of Communication Disruption****Copper Interconnect Cable Notification Contact Person**

When communications to an intersection must be disrupted by a Contractor to perform work, the Contractor shall provide two day advance notice in writing to the Broward County Traffic Engineering Division. This notification shall be conveyed via electronic mail (email) to the Traffic Signal Technician III at [tcomunications@broward.org](mailto:tcomunications@broward.org). Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than 3 consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00am and ending at 3:00pm.

**Fiber Optic Cable Notification Contact Person**

When communications to an intersection must be disrupted by a Contractor to perform work, the Contractor shall provide two day advance notice in writing to the Broward County Traffic Engineering Division. This notification shall be conveyed via electronic mail (email) to the Communications Manager at [tcomunications@broward.org](mailto:tcomunications@broward.org). Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than 3 consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00am and ending at 3:00pm.

Include the following in any notice of utility ownership or within a "Utility Owners/Contact Person" table:

Interconnect Communications Cables - (Robert Blount) Broward County Traffic Engineering Division (BCTED) 954-847-2745

**RER NOTES ON WATER--SEWER INSTALLATION**

- A PREFERRED HORIZONTAL DISTANCE (OUTSIDE TO OUTSIDE) OF 10 FEET OR MINIMUM OF 6 FEET SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE SEWER PIPES AND WATER MAINS. THE HORIZONTAL SEPARATION CAN BE REDUCED TO A MINIMUM OF 3 FEET ONLY FOR GRAVITY SEWER PIPES WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER. WHEN THE ABOVE SPECIFIED HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF:
  - THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
  - THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
  - THE TOP OF THE SEWER IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER PIPE.

- A VERTICAL DISTANCE OF AT LEAST 12 INCHES (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN ANY WATER AND SEWER MAINS WITH SEWER PIPES PREFERABLY CROSSING UNDER WATER MAINS. THE MINIMUM VERTICAL SEPARATION CAN BE REDUCED TO 6 INCHES FOR GRAVITY SEWERS WHERE THE SEWER PIPE IS CROSSING BELOW THE WATER MAIN. THE CROSSING SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY AND PRESSURE SEWER PIPES. WHEN THE ABOVE SPECIFIED VERTICAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF:
  - THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
  - THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.

- THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, AND CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.

- ALL OTHER PUBLIC OR PRIVATE UTILITY FACILITIES SHALL BE CONSTRUCTED AT LEAST 5 FEET FROM ANY WATER AND SEWER MAIN AS MEASURED FROM THE OUTSIDE BELL OF THE WATER OF THE UTILITY PIPE.

- WHEN THE 5 FEET SEPARATION BETWEEN PROPOSED AND EXISTING LINE IS NOT POSSIBLE, THE CONTRACTOR SHALL HAND DIG OR EXPOSE THE WATER AND SEWER PIPES BEFORE PROCEEDING WITH POWER EQUIPMENT EXCAVATION.

- IN NO CASE SHALL A CONTRACTOR INSTALL UTILITY PIPES, CONDUITS, CABLES, ETC. IN THE SAME TRENCH PARALLEL AND ABOVE AN EXISTING WATER OR SEWER PIPE EXCEPT WHERE THEY CROSS. ANY DEVIATION FROM NOTES 3, 4 AND 5 SHALL BE APPROVED IN WRITING BY THE RESPONSIBLE WATER AND SEWER UTILITY.

- IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING OR THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE GIVEN SUBJECT TO SUBMITTAL OF DOCUMENTATION SHOWING THAT THE PROPOSED ALTERNATIVE WILL RESULT IN AN EQUIVALENT LEVEL OF RELIABILITY AND PUBLIC HEALTH PROTECTION.

- GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE PVC--900 OR DUCTILE IRON PIPE THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE FOR GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE FIFTY (50) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR RESIDENTIAL LAND USE AND TWENTY (20) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR NON--RESIDENTIAL LAND USE WITH NO ALLOWANCES FOR MANHOLES OR LATERALS. THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE IN GRAVITY SANITARY SEWERS CONSTRUCTED OUTSIDE A PUBLIC WELLFIELD PROTECTION AREA SHALL BE ONE HUNDRED (100) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY. THE DURATION OF ALL TESTS SHALL BE A MINIMUM OF TWO (2) HOURS. ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.

**RER NOTES ON WATER--SEWER INSTALLATION (CONT'D)**

- FORCE MAIN SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE EITHER DUCTILE IRON OR REINFORCED CONCRETE PRESSURE SEWER PIPES.

- FOR DUCTILE IRON PIPE EXFILTRATION RATE SHALL NOT BE GREATER THAN THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AMERICAN WATER WORKS ASSOCIATION STANDARD (AWWAS) C600--82 AT A TEST PRESSURE OF 100 PSI.
- FOR REINFORCED CONCRETE PRESSURE SANITARY SEWER EXFILTRATION RATE SHALL NOT BE GREATER THAN HALF (1/2) THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AWWA C600--82 AT A TEST PRESSURE OF 100 PSI.

- A NON--RESETTABLE ELAPSED TIME METER SHALL BE INSTALLED AT EACH PUMP TO RECORD THE TOTAL NUMBER OF OPERATING HOURS OF THE STATION.

**FDOT NOTES****WATER MAIN CROSSING**

- WATER MAIN CROSSING ANY EXISTING OR PROPOSED GRAVITY, VACUUM OR STORM SEWER SHALL BE 6" AND PREFERABLY 12" ABOVE THE SEWER. WATERMAINS BELOW SEWER AT CROSSING SHALL HAVE AT LEAST 12" SEPARATION.
- PRESSURE TYPE SANITARY SEWER, WASTE WATER OR STORMWATER FORCE MAIN, OR RECLAIMED WATER LINES SHALL BE AT LEAST 12" ABOVE OR BELOW WATER MAIN.
- NOTE CENTER 1--FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS: ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS, AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS. WASTEWATER FORCEMAINS OR RECLAIMED WATER.
- ALL WATER MAIN TEES, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT SHALL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT AS PER FAC 62--555.320(21)(b) AND RSWW 8.5.4.
- CONTRACTOR TO COMPLY WITH FDOT STANDARDS AND SPECIFICATIONS FOR ALL WORK WITHIN E LAS OLAS BOULEVARD ROW LIMITS.

**FLORIDA DEPARTMENT OF TRANSPORTATION -- DISTRICT FOUR**

Broward County notes for safe routes to schools.

**MAINTENANCE OF TRAFFIC - SCHOOL**

The following areas within the project limits are designated as Safe Routes to School by the Broward County School Board (Areas to be provided by BCTED)

Within these areas the contractor's attention is directed to the following requirements:

- Provide at least one safe, walkable path throughout the construction zone. If the existing walking surfaces cannot be maintained, then a temporary path, a minimum of 4 foot wide, shall be provided. The safe walk route shall also be separated from the construction activity during the entire length of the project encompassing the entire walk route with proper pedestrian openings at designated crossings in compliance with FDOT Design Standards Index No. 600 as well as meeting all ADA requirements. The contractor shall also install or modify any additional pavement markings, signage or pedestrian signals as needed in conjunction with the temporary path.

- On days that school is in session, the contractor's work schedule within the school zone may be reduced based on actual work activities in the school zone. See Maintenance of Traffic plans for details on the work zone restrictions, if warranted. Any changes in the Maintenance of Traffic work schedules within school zones should be discussed with the Special Projects Coordinator at Broward County Traffic Engineering, (954)847-2600.

- All work required at designated school crossings and pedestrian crossings shall be restored to a safe walkable path during arrival and dismissal times.

- Thirty (30) days prior to the beginning of construction, the Contractor SHALL notify the Special Projects Coordinator at Broward County Traffic Engineering Division, (954) 847-2600, to discuss all necessary safety measures.

- IT SHALL BE the Contractor's responsibility to notify the following Broward County School Board Pupil Transportation Department personnel if construction will impact any bus routes.

Ruth Masters	Routing	(754) 321-4400 Ext. # 2309
<a href="mailto:ruth.masters@browardschools.com">ruth.masters@browardschools.com</a>		
Vincent Harrell	Student Transportation & Fleet Service	(754) 321-4472
<a href="mailto:vincent.harrell@browardschools.com">vincent.harrell@browardschools.com</a>		
Mary Tochtermann	Student Transportation & Fleet Service	(754) 321-4400 Ext. # 2006
<a href="mailto:mary.tochtermann@browardschools.com">mary.tochtermann@browardschools.com</a>		

Upon coordination with the aforementioned personnel, and if deemed necessary, a pre-construction meeting will be held to determine all bus routes and to make any necessary arrangements for rerouting. The Special Projects Coordinator from the Broward County Traffic Engineering Division, (954) 847-2600, will be notified and may attend the pre-construction meeting.

Note to PMs and Plan Reviewers: Consider the work scope in using these notes. If the work will require a shutdown of an existing designated school crossing during the hours of use by the school, a note requiring the contractor to hire an Off-Duty officer to cross students at alternate location is needed. This should be discussed with the Special Projects Coordinator at Broward County Traffic Engineering Division during design. Coordination with the school will be done during the construction of the project.

FDOT - DIST 4 9.25.14

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**LEGEND:**

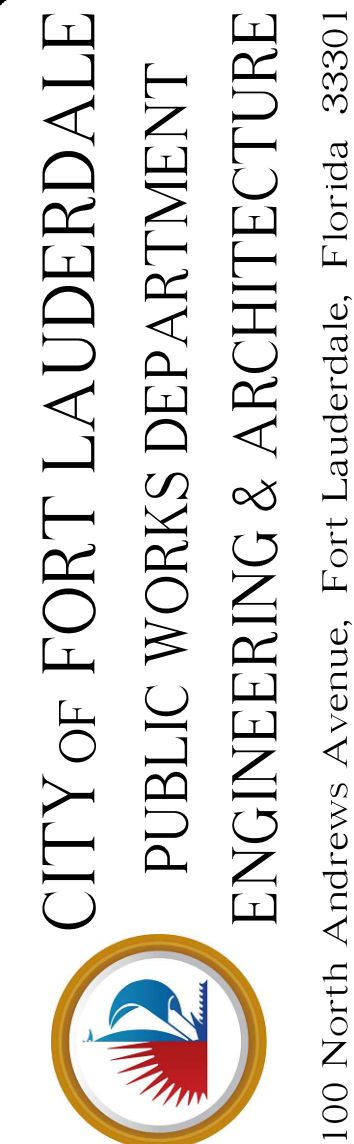
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	WATER METER BOX		SOIL BORING LOCATION MARK
	EXISTING VALVE		PROPOSED FORCE MAIN
	FIRE HYDRANT		PUMP STATION
	BENCH MARK		MANHOLE NUMBER
	TREE		
	EXISTING GAS LINE		
	EXISTING WATER MAIN		
	EXISTING BURIED TELEPHONE		
	EXISTING UNDERGROUND ELECTRIC		
	EXISTING FORCE MAIN		
	EXISTING OVERHEAD WIRES		
	EXISTING CABLE TELEVISION		
	EXISTING CHAIN LINK FENCE		
	EXISTING ELEVATION		

JANINE M. ALEXANDER, P.E.  
FLORIDA LICENSE NO. 59244



TETRA TECH, INC.  
450 N. PARK RD., SUITE 602  
FORT LAUDERDALE, FL 33301  
PHONE: (954) 364-1733  
FAX: (954) 368-3612  
C.T. NO. 2429

DATE:	12/14/16
DESIGNED BY:	N/A
CHECKED BY:	JMA
FIELD BOOK:	N/A



REVISIONS	BY	CHK'D	DATE	DESCRIPTION
NO.				

PROJECT NO. 12203  
441 NW 7TH AVENUE SEWER EXTENSION  
(NW 5TH ST FROM 7TH TER - NW 7TH AVE)  
NOTES AND LEGEND

SHEET NO.	OF
C-01	1
TOTAL PAGES:	7
CAD FILE:	12203--MULTI--NOTE
DRAWING FILE NO.	4--139--77



GENERAL SPECIFICATIONS:

1. THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES AND OTHER FEATURES AFFECTING THE WORK PRIOR TO DEMOLITION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES WHICH MAY EFFECT THE DEMOLITION WORK.
2. CHAPTER 553.851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN. IN ADDITION, THE CONTRACTOR IS RESPONSIBLE FOR PROPER ABANDONMENT OF EXISTING UTILITIES AS PER THE PROJECT STANDARDS AND SPECIFICATIONS, FDOT, AND CITY REQUIREMENTS.
4. THE CONTRACTOR IS TO COMPLY WITH ALL FDOT STANDARDS AND SPECIFICATIONS FOR WORK WITHIN FDOT RIGHT-OF-WAY (ROW) LIMITS. CITY REQUIREMENTS ARE TO BE FOLLOWED FOR WORK OUTSIDE OF FDOT'S ROW LIMITS. IN THE INSTANCE OF ANY DISCREPANCIES, FDOT STANDARDS AND SPECIFICATIONS SHALL BE FOLLOWED FOR ALL ROADWAY AND RESTORATION WORK. CITY STANDARDS ARE TO BE FOLLOWED FOR ALL UTILITY PIPING.
5. PRIOR TO REMOVAL OF ANY UNDERGROUND TANK AND OTHER WASTEWATER COMPONENTS, THE CONTRACTOR MUST COMPLETELY DRAIN THE SYSTEMS TO AN APPROVED SANITATION TANK FOR DISPOSAL TO AN APPROVED LOCATION, AS REQUIRED BY DISPOSAL PERMIT.
6. PROTECT, SUPPORT, AND MAINTAIN ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS. ANY EXISTING UTILITY OR OTHER DAMAGE TO FACILITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND REPLACE IN KIND OR BETTER AND AT NO ADDITIONAL COST TO THE CITY.
7. ALL THE CONCRETE AND PAVEMENT TO BE REMOVED MUST BE SAW CUT CLEAN PRIOR TO REMOVAL.
8. PREVENT THE SPREAD OF DUST OR DIRT WITHIN THE CORRIDOR (MAINTAIN ALL NDPEs AND STORMWATER POLLUTION PREVENTION SYSTEM REQUIREMENTS).
9. ALL EXISTING STRUCTURES, PAVEMENTS, SLABS, FOUNDATIONS, STEPS AND OTHER ON-SITE EXISTING FEATURES INDICATED ON THE DRAWINGS TO BE REMOVED SHALL BE DEMOLISHED AND REMOVED BY THE CONTRACTOR (AS APPLICABLE TO PROJECT).
10. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED TO BE AT THE EXACT LOCATION AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY PROVIDERS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND DURING CONSTRUCTION IF ANY IMPACTS TO EXISTING FACILITIES OCCUR.
11. THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO REMOVAL OR RELOCATION OF ANY ELECTRICAL, TELEPHONE, CABLE AND/OR GAS LINES. SUFFICIENT TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. THE CITY WILL NOT BEAR ANY COSTS FOR ANY UTILITY RELOCATIONS. THE CONTRACTOR IS TO ADVISE THE CITY AND THE UTILITY COMPANY/PROVIDER IF ANY RELOCATIONS ARE REQUIRED AND SHALL COORDINATE THIS EFFORT AT NO ADDED COST TO THE CITY.
12. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER/ENGINEER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINANT IS ENCOUNTERED DURING THE DEMOLITION/EXCAVATION, DEWATERING OR CONSTRUCTION OF ANY PORTION OF THE PROJECT. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
13. REMOVE AND LEGALLY DISPOSE OF ALL OTHER RUBBISH, RUBBLE, AND DEBRIS. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING DISPOSAL OF WASTES AND DEBRIS.
14. CONTINUOUS ACCESS AND OPERATION SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES, BUSINESSES AND RESIDENTS AT ALL TIMES DURING CONSTRUCTION.
15. PRIOR TO CONSTRUCTION, ALL EROSION CONTROL DEVICES (INLET PROTECTION, SILT FENCE, ETC.) ARE TO BE INSTALLED WITHIN THE PROJECT CORRIDOR. IN ADDITION, TURBIDITY BARRIERS ARE REQUIRED FOR WORK ADJACENT TO AND ON THE CONCRETE SUPPORT PILINGS AND ARE TO BE INSTALLED BY THE CONTRACTOR AS PER FDOT DETAILS IN THE PLANS.
16. ANY MUCK ENCOUNTERED UNDER PROPOSED STRUCTURES SHALL BE REMOVED TO 5 FT. BEYOND THE FOOTPRINT OF THAT STRUCTURE. BACKFILL WITH APPROVED FILL MATERIAL SATISFYING ALL COMPACTION REQUIREMENTS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR THIS MUCK REMOVAL, AS APPLICABLE.
17. ALL EXISTING UTILITIES WITHIN THE DEMOLITION SITE AREA SHALL BE ADJUSTED, REMOVED OR RELOCATED AT THE CONTRACTOR'S EXPENSE. ACTUAL WORK SHALL BE COORDINATED BY THE CONTRACTOR DIRECTLY W/ THE APPROPRIATE UTILITY COMPANY. ALL EXPENSES SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
18. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. LACK OF ADVANCED UTILITY LOCATING WILL NOT BE A JUSTIFICATION FOR ANY CONSTRUCTION DELAYS OR ASSOCIATED ADDED COSTS.
22. ALL TRASH, DEBRIS AND OTHER MATERIAL REMOVED FROM THE SITE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

PRE-CONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND THE CONTRACTOR.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A DEMOLITION SCHEDULE AND PHASED CONSTRUCTION SCHEDULE (SEE SPECIFICATIONS) DEPICTING EACH PHASE OF THE WORK.
3. PRIOR TO CONSTRUCTION, CONTRACTOR TO PROVIDE FOR THE OWNER A LISTING OF THE FACILITIES THE CONTRACTOR WILL UTILIZE FOR RECYCLING AND DISPOSAL OF SPECIFIC MATERIALS. CONTRACTOR TO SPECIFY THE MATERIALS INTENDED FOR RECYCLING AND THE MATERIALS INTENDED FOR DISPOSAL FOR OWNER'S APPROVAL.
4. PRIOR TO DEMOLITION CONTRACTOR TO PROVIDE THE OWNER SKETCHES SHOWING PROPOSED HAULING ROUTES TO RECYCLING AND DISPOSAL FACILITIES FOR APPROVAL.
5. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF DEMOLITION.
6. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER OR FOR ANY OTHER ASSOCIATED CONSTRUCTION IMPACTS TO EXISTING FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO ANY EXISTING UTILITIES.
7. THE LOCATIONS OF EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAKE ARRANGEMENTS FOR THE FIELD LOCATIONS AND FOR ANY RELOCATION'S OF THE VARIOUS EXISTING UTILITIES WITH THE UTILITY OWNERS, WHICH SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULE. ANY DELAY CAUSED BY THE CONTRACTOR BY THE RELOCATION OF UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
8. SUNSHINE STATE ONE CALL OF FLORIDA, INC. REQUIRES THE CONTRACTOR TO CALL TWO (2) FULL BUSINESS DAYS (BUT NOT MORE THAN FIVE) PRIOR TO BREAKING GROUND TO FIND OUT WHERE BURIED FACILITIES (ELECTRICAL, GAS, TELEPHONE, CABLE, WATER) ARE LOCATED.

CONSTRUCTION SAFETY

1. ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.
2. PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS. STREETS AND SIDEWALKS SHALL NOT BE UNNECESSARILY BLOCKED BY DEBRIS AND EQUIPMENT.
3. IF PETROLEUM PRODUCTS ARE FOUND WHILE DEMOLISHING, PETROLEUM WASTE SHOULD BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

PIPING MATERIAL SCHEDULE				
MARK	SERVICE / INSTALLATION	BURIED PIPE		COLOR
		MATERIAL	CLASS	
—PVC—	GRAVITY SEWER/ OPEN CUT	PVC	SDR-35, ASTM D3034	GREEN, PER 62-604 400(2)(1)(3), F.A.C.

PAVEMENT DEMOLITION

1. WHERE EXISTING PAVEMENT IS TO BE REMOVED, SAW-CUT THE SURFACING LEAVING A UNIFORM AND STRAIGHT EDGE WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT SURFACING. IF DEMOLITION RESULTS IN RAVELING OF SAW CUT SURFACE, RECUT BACK FROM THE RAVELED EDGE PRIOR TO RESTORATION. FDOT REQUIREMENTS ARE TO BE FOLLOWED FOR ALL WORK WITHIN THE FDOT'S ROW LIMITS.
2. WHERE EXISTING PAVEMENT, CURB, CURB AND GUTTER, SIDEWALK, DRIVEWAY, OR VALLEY GUTTER IS REMOVED FOR INLETS, MANHOLES, APPURTENANCES, FACILITIES OR STRUCTURES, SAID PAVEMENT, ETC., SHALL BE REPLACED AND RESTORED IN EQUAL OR BETTER CONDITION THAN THE ORIGINAL. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPPLIES, AND OTHER EQUIPMENT AS REQUIRED AND SHALL MEET ALL FDOT STANDARDS AND SPECIFICATIONS.
3. CONTRACTOR SHOULD ATTEMPT TO LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED; HOWEVER, IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, SIDEWALK, BUILDINGS, UTILITIES, ETC., THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR TO EQUAL OR BETTER QUALITY. IN ADDITION, FDOT HAS JURISDICTION FOR PAVEMENT REMOVAL AND RESTORATION REQUIREMENTS WITHIN THEIR ROW LIMITS. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW FDOT REQUIREMENTS AT NO ADDITIONAL COST TO THE CITY.

DEMOLITION PERMITTING

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITS FOR DEMOLITION FROM RESPONSIBLE REGULATORY AGENCIES WHILE FULLY ACKNOWLEDGING AND COMPLYING WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
2. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION, RECYCLING OR REUSE REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS: ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
3. THE CONTRACTOR SHALL COORDINATE WITH THE CITY/OWNER PRIOR TO COMMENCEMENT OF ANY WORK. ACTUAL REMOVAL AND/OR RELOCATION OF ALL EXISTING LANDSCAPING WITHIN DEMOLITION AREAS TO BE CONDUCTED BY A LANDSCAPE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE SITEWORK DEMOLITION CONTRACTOR TO COORDINATE DEMOLITION ACTIVITIES WITH THE LANDSCAPE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND PRESERVING TREES AS INDICATED ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TREE REMOVAL PERMIT OR ANY OTHER APPLICABLE PERMIT TO REMOVE, RELOCATE, OR PRESERVE EXISTING LANDSCAPE & TREES.
4. ANY TREES FOR REMOVAL FOUND TO BE GREATER THAN OR EQUAL TO THREE (3) INCHES IN DIAMETER AT BREAST HEIGHT (DBH) WILL REQUIRE A PERMIT WITH THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT (BCEPGMD).
5. SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE THE LIGHTING, STORM INLET STRUCTURES, OR OTHER STRUCTURES DESIGNATED TO BE SAVED, THEN THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DEMOLITION EROSION AND SEDIMENT CONTROL NOTES:

1. THE SCHEDULING, SEQUENCING AND CONTROL MEASURES, WHICH ARE OUTLINED HEREIN, ARE SUBJECT TO THE FINAL DEFINITION BY THE CONTRACTOR WHO WILL BE SELECTED TO PERFORM THE WORK AND WILL BE RESPONSIBLE FOR IMPLEMENTATION AND COMPLIANCE.
2. PRIOR TO DEMOLITION, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A DEMOLITION SCHEDULE DEPICTING EACH PHASE OF THE WORK. THE CONTRACTOR SHALL ALSO BE REQUIRED TO SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN ENCOMPASSING THE PRINCIPALS AND THE REQUIREMENTS DESCRIBED HEREIN AND AS REQUIRED BY ALL REGULATORY AGENCIES AND SUBMIT A SCHEDULE FOR THEIR IMPLEMENTATION AND MAINTENANCE FOR THE PROJECT DURATION.
3. DURING DEMOLITION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO ENSURE AGAINST POLLUTING, SILTATION OR DISTURBANCE TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBIDITY TO THE EXISTING DRAINAGE SYSTEMS AND ADJACENT WATER BODIES AND WETLANDS, IN COMPLIANCE WITH ALL PERMIT REQUIREMENTS RELATED TO SUCH MEASURES.
4. METHODS MAY INCLUDE DEMOLITION OF TEMPORARY CONTROL STRUCTURES SUCH AS SEDIMENT BASINS, SEDIMENT CHECKS, SILT BARRIERS, SILT SCREENS, TURBIDITY BARRIERS OR THE BEST MANAGEMENT PRACTICES AVAILABLE TO THE INDUSTRY.
5. EROSION AND SEDIMENT CONTROL INSTALLATIONS SHALL BE MAINTAINED THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASE PERIOD AND UNTIL NEW VEGETATIVE GROWTH HAS BEEN ESTABLISHED.
6. THROUGHOUT THE DEMOLITION PERIOD, THE CONTRACTOR SHALL INSPECT DAILY THE PROTECTIVE INSTALLATIONS FOR FAILURE OR SIGNS OF FAILURE OR MALFUNCTION AND EFFECT REPAIRS OR REPLACEMENT IMMEDIATELY UPON DISCOVERY.
7. INLETS AND CATCH BASINS, EXISTING ON-SITE AND OFF-SITE, SHALL BE PROTECTED FROM SEDIMENT STORM RUNOFF.
8. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES DUE TO DEMOLITION.
9. DEWATERING ACTIVITIES WILL NOT RESULT IN ANY DISCHARGE OF TURBID WATER FROM THE PROJECT SITE WITHOUT PROPER EROSION AND SEDIMENT CONTROL AND APPROVAL FROM ENGINEER.
10. PHASING OF EROSION CONTROL DEMOLITION SHALL BE RECOMMENDED AS FOLLOWS:
  - 10.1. PLACEMENT OF PERIMETER PROTECTIVE MEASURES (SILT FENCE, HAY BALES, TURBIDITY BARRIERS, ETC.) AROUND ON-SITE FEATURES TO BE RETAINED, AT POINTS OF OFF-SITE DISCHARGE AND AROUND WORK AREAS TO BE EXCAVATED OR FILLED.
  - 10.2. REROUTE RUNOFF FROM AREAS OUTSIDE OF THE DEMOLITION AREA TO MINIMIZE FLOW THROUGH AREAS TO BE DISTURBED BY DEMOLITION. BERMS, SWALES AND OTHER MEANS USED FOR SUCH CONVEYANCE SHALL BE VEGETATED AND MEASURES TAKEN TO PROVIDE PROTECTION UNTIL STABILIZATION OCCURS (AS APPLICABLE TO THE PROJECT).
  - 10.3. SELECT LOCATIONS FOR PLACEMENT OF EXCAVATED MATERIAL, WHERE SUITABLE FOR FILL OR UNSUITABLE MATERIAL, AND CONSTRUCT CONTAINMENT BERMS AROUND THE AREA. THE USE OF A STRIPING FOR THE PURPOSE OF MAXIMIZING BERM VEGETATION, CONSTRUCT TEMPORARY OUTLETS FOR CONTAINMENT AREAS WITH SCREENS, HAY BALES, SETTLING BASINS OR OTHER MEASURES TO PREVENT SILT TRANSPORT.
  - 10.4. SELECT / DESIGNATE ACCESS ROUTING FOR DEMOLITION EQUIPMENT AND VEHICLES AND PROVIDE PERIMETER PROTECTIVE MEASURES WHERE EXISTING TERRAIN WILL BE SUBJECT TO DISRUPTION BY SUCH TRAFFIC.
  - 10.5. CONSTRUCT ABOVE GROUND OR OTHER CONTAINMENT AREAS FOR DEMOLITION AREA RUNOFF. PROVIDE SCREENS, HAY BALES, ETC. TO FILTER DISCHARGE FROM THOSE AREAS.
  - 10.6. SPOIL MOUNDS SHALL NOT BE LEFT FOR MORE THAN ONE WEEK PRIOR TO REPLACEMENT UNLESS PROTECTIVE CONTAINMENT MEASURES IN THE WORK AREA ARE APPLIED.
  - 10.7. GRASSING, SODDING, ETC. SHALL BE IN PLACE IMMEDIATELY UPON COMPLETION OF REGRADING, SWALE SLOPES AND THE CONSTRUCTED OR DISTURBED AREAS.
11. THE CONTRACTOR IS REQUIRED TO ADHERE TO THE REQUIREMENT OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES). THE CONTRACTOR SHALL INSTITUTE BEST MANAGEMENT PRACTICES (BMPs) TO ENSURE COMPLIANCE WITH THE NPDES PROGRAM AND TO MINIMIZE THE IMPACT TO PUBLIC STORMWATER FACILITIES. A NOTICE OF INTENT (NOI) SHALL BE FILED PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
12. PRIOR TO CONSTRUCTION, A SILT FENCE IN ACCORDANCE WITH CITY'S DETAIL SILT FENCE SHALL BE ERECTED AS NOTED ON PLANS. ALL PROPOSED CATCH BASINS WILL HAVE THEIR INLETS PROTECTED BY THE INSTALLATION OF FILTER FABRIC INTO THE FRAME AND GRATE. THIS SILT FENCE AND FILTER FABRIC WILL REMAIN IN PLACE DURING THE ENTIRE DURATION OF CONSTRUCTION.
13. CONTRACTOR WILL BRACE ALL EXISTING LANDSCAPING TO REMAIN PRIOR TO BEGINNING ANY WORK AND WILL ENSURE THEIR STABILIZATION THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EXISTING SOD DISTURBED BY CONSTRUCTION THAT IS NOT AFFECTED BY PROPOSED GRADING WILL BE RESTORED TO ITS ORIGINAL STATE UPON COMPLETION OF CONSTRUCTION. SODDED SLOPES STEEPER THAN 4 HORIZONTAL TO 1 VERTICAL WILL BE PEGGED.
14. ALL WASTE GENERATED FROM THE CONSTRUCTION SHALL BE DISCARDED IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS. CONTRACTOR IS TO OBTAIN ALL APPLICABLE CODES AND BECOME FAMILIAR WITH STATE, LOCAL AND FEDERAL REGULATIONS PRIOR TO BEGINNING CONSTRUCTION. REGULATIONS CAN BE FOUND, BUT NOT LIMITED TO, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT AND DEPARTMENT OF ENVIRONMENTAL PROTECTION.
15. TO ENSURE THAT OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST IS MINIMIZED, CONTRACTOR IS TO PUT INTO PRACTICE THE METHODS DETAILED IN FDOT INDEX 106 (LATEST VERSION) AND BMPs.
16. DUST GENERATED FROM CONSTRUCTION WILL BE MINIMIZED BY DAILY WATERING OF THE SITE.
17. AT ANY TIME DURING CONSTRUCTION THAT THE SILT FENCING IS DISTURBED, THE SILT FENCING SHALL BE RESTORED TO ITS ORIGINAL STATE WITHIN 24 HOURS. AT NO TIME DURING CONSTRUCTION SHALL WORK BE PERFORMED WITHOUT THE INTEGRITY OF THE SILT FENCING SECURED.
18. A QUALIFIED INSPECTOR, PROVIDED BY THE OPERATOR, SHALL INSPECT ALL POINTS OF DISCHARGE INTO NEARBY SURFACE WATER OF THE STATE AND SWFMD. THE INSPECTION WILL OCCUR AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. INSPECTION INCLUDES THE WRITTEN RECORDING OF THE CONDITION OF ALL DISCHARGE POINTS, INTEGRITY OF SILT FENCING, DAILY DUST CONTROL MEASURES, VEHICULAR TRAFFIC AND CONSTRUCTION MATERIAL STORAGE AND DISPOSAL. WRITTEN RECORD OF ALL INSPECTIONS WILL BE STORED BY THE OPERATOR DURING CONSTRUCTION.

DEMOLITION EROSION AND SEDIMENT CONTROL NOTES (CONT'D):

19. THE INSPECTION REPORT WILL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING INFORMATION: NAME AND QUALIFICATION OF PERSONNEL MAKING THE INSPECTION, DATE OF INSPECTION, RAINFALL DATE, MAJOR OBSERVATIONS RELATING TO THE SWPPP, ACTIONS TAKEN BY CONTRACTOR AND ANY INCIDENT OF NONCOMPLIANCE WITH PERMIT. WHERE AN INSPECTION DOES NOT IDENTIFY ANY INCIDENT OF NONCOMPLIANCE, THE REPORT SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE SWPPP AND THE PERMIT.
20. THE PERMITTEE SHALL RETAIN A COPY OF THE SWPPP AND ALL REPORTS, RECORDS AND DOCUMENTATION REQUIRED BY THE PERMIT AT THE CONSTRUCTION SITE, OR AN APPROPRIATE ALTERNATIVE LOCATION AS SPECIFIED IN THE NOTICE OF INTENT, FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION. THE PERMITTEE SHALL RETAIN COPIES OF SWPPP AND ALL REPORTS REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THE PERMIT, FOR A PERIOD OF AT LEAST THREE (3) YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.
21. SEE LANDSCAPE PLANS FOR TREE REMOVAL AND LANDSCAPE DEMOLITION.
22. CONTRACTOR SHALL COORDINATE THROUGH CONSTRUCTION DIVISION AND CITY OF FORT LAUDERDALE PARKS DEPARTMENT ON HOW TO STOCK AND RE-USE EXCAVATED SOIL FROM SITE (AS APPLICABLE TO THE PROJECT).

INTERRUPTION OF EXISTING UTILITIES

1. IN GENERAL, ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND OPERATIONAL. ANY DEMOLITION WORK THAT REQUIRES INTERRUPTION OF SERVICE TO ANY CUSTOMER SHALL BE DONE SO WITH A MINIMUM OF SEVENTY-TWO (72) HOUR NOTICE TO, AND WRITTEN APPROVAL BY, THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL ARRANGE A MEETING WITH THE LOCAL JURISDICTIONAL AGENCIES AND OTHER GOVERNING AGENCIES, AND OTHER AFFECTED UTILITIES PRIOR TO SCHEDULING THE SHUT DOWN TO ASSESS THE SCOPE OF WORK. ALL SYSTEM SHUT DOWNS SHALL BE SCHEDULED BY THE CONTRACTOR AT SUCH TIME THAT SYSTEM DEMAND IS LOW, THIS GENERALLY REQUIRES NIGHT TIME WORK BY THE CONTRACTOR AND REQUIRES FULL TIME INSPECTION BY A REPRESENTATIVE OF THE UTILITY. ALL COST FOR OVERTIME WORK BY THE REPRESENTATIVE OF THE UTILITY SHALL BE BORNE BY THE CONTRACTOR. EACH CUSTOMER AFFECTED BY THE SHUT DOWN SHALL BE PROVIDED, MINIMUM, FORTY-EIGHT (48) HOURS WRITTEN NOTIFICATION BY THE CONTRACTOR. ALL COORDINATION EFFORTS BY THE CONTRACTOR FOR ALL UTILITIES SHALL BE AT THEIR COST.

TEMPORARY CONSTRUCTION FACILITIES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
2. MAINTENANCE OF TRAFFIC (MOT) IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND FDOT STANDARDS AND SPECIFICATIONS.
3. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
4. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS WRITTEN PERMISSION OF THE CITY OR RESPECTIVE GOVERNING AGENCY.

WASTE MANAGEMENT PLAN

1. IMPLEMENT A WASTE MANAGEMENT PLAN FOR APPROVED BY THE OWNER. PROVIDE HANDLING, CONTAINERS, STORAGE, SIGNAGE, TRANSPORTATION AND OTHER ITEMS AS NEEDED TO IMPLEMENT THE WASTE MANAGEMENT PLAN DURING THE ENTIRE DURATION OF THE CONTRACT.
2. DESIGNATE A WASTE MANAGEMENT COORDINATOR TO BE RESPONSIBLE FOR IMPLEMENTING, MONITORING AND REPORTING STATUS OF WASTE MANAGEMENT WORK PLAN. COORDINATOR SHALL BE PRESENT AT PROJECT SITE FULL TIME FOR DURATION OF PROJECT.
3. TRAIN WORKERS, SUBCONTRACTORS AND SUPPLIERS ON PROPER WASTE MANAGEMENT PROCEDURES, AS APPROPRIATE FOR THE WORK OCCURRING AT THE PROJECT SITE.
4. DISTRIBUTE A WASTE MANAGEMENT PLAN BEFORE WORK BEGINS. REVIEW PLAN PROCEDURES AND LOCATION ESTABLISHED FOR SALVAGE, RECYCLING AND DISPOSAL.

RECYCLING DEMOLITION WASTE

1. SEPARATE RECYCLABLE WASTE FROM OTHER WASTE MATERIALS, TRASH AND DEBRIS. SEPARATE RECYCLABLE WASTE BY TYPE AT THE PROJECT SITE TO THE MAXIMUM EXTENT PRACTICAL.
2. PROVIDE APPROPRIATELY MARKED CONTAINERS OR BINS FOR CONTROLLING RECYCLABLE WASTE UNTIL THEY ARE REMOVED FROM THE PROJECT SITE. INCLUDE A LIST OF ACCEPTABLE AND UNACCEPTABLE MATERIALS AT EACH CONTAINER AND BIN.
  - 2.1.INSPECT CONTAINERS AND BINS FOR CONTAMINATION AND REMOVE CONTAMINATED MATERIALS IF FOUND.
3. STOCKPILE PROCESSED MATERIALS ON-SITE WITHOUT INTERMIXING WITH OTHER MATERIALS. PLACE, GRADE AND SHAPE STOCKPILES TO DRAIN SURFACE WATER. COVER TO PREVENT WINDBLOWN DUST.
4. STOCKPILE MATERIALS AWAY FROM DEMOLITION AREA. DO NOT STORE WITHIN DRIP LINE OF REMAINING TREES.
5. STORE COMPONENTS OFF THE GROUND AND PROTECT FROM THE WEATHER.
6. REMOVE RECYCLABLE WASTE OFF THE OWNER'S PROPERTY AND TRANSPORT TO RECYCLING RECEIVER OR PROCESSOR.
7. ASPHALTIC CONCRETE PAVING: BREAK UP AND TRANSPORT PAVING TO ASPHALT RECYCLING FACILITY.
8. CONCRETE: REMOVE REINFORCEMENT AND OTHER METALS FROM CONCRETE AND SORT WITH OTHER METALS.
9. MASONRY: MASONRY WASTE SHALL INCLUDE WHOLE OR BROKEN BRICK AND CONCRETE MASONRY UNITS. WHOLE MASONRY UNITS SHALL BE CLEANED AND REUSED OR DONATED. BROKEN MASONRY SHALL BE CRUSHED AND USED AS FILL FOR OFFSITE AREAS. REMOVE METAL REINFORCEMENT, ANCHORS AND TIES FROM MASONRY AND SORT WITH OTHER METALS.
10. METALS: METALS FROM REINFORCED CONCRETE, REINFORCED MASONRY, STRUCTURAL STEEL MEMBERS, FLASHING AND SHEET METAL, CONDUIT PIPE, SIDING, PIPING AND WIRING SHALL BE SEPARATED BY TYPE.
- 10.1.STRUCTURAL STEEL: STACK MEMBERS ACCORDING TO THEIR SIZE, TYPE AND LENGTH.
- 10.2.REMOVE BOLTS, NUTS, WASHERS AND OTHER ROUGH HARDWARE.
11. SITE-CLEARING WASTE SHALL BE RECYCLED BY CHIPPING BRUSH, BRANCHES AND TREES, THEN HAUL TO NEAREST WOOD RECYCLING CENTER.

DISPOSAL OF WASTE

1. GENERAL: EXCEPT FOR ITEMS OR MATERIALS TO BE SALVAGED, RECYCLED OR OTHERWISE REUSED, REMOVE WASTE MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM IN A LANDFILL OR OTHER PERMITTED DISPOSAL FACILITY.
- 1.1.EXCEPT AS OTHERWISE SPECIFIED, DO NOT ALLOW WASTE MATERIALS THAT ARE TO BE DISPOSED OF TO ACCUMULATE ON-SITE.
- 1.2.REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
2. BURNING: DO NOT BURN WASTE MATERIALS.
3. DISPOSAL: TRANSPORT WASTE MATERIALS OFF THE OWNER'S PROPERTY AND LEGALLY DISPOSE OF THEM.

JANINE M. ALEXANDER, P.E.  
FLORIDA LICENSE NO. 59244




TETRA TECH  
www.tetratech.com

TETRA TECH, INC.  
450 N. PARK RD., SUITE 602  
FORT LAUDERDALE, FL 33301  
PHONE: (954) 984-1763  
FAX: (954) 308-5612  
C.T. NO. 2429

DRAWN BY:	DATE:	12/14/16
WDV	DESIGNED BY:	N/A
JMA	CHECKED BY:	KLC
FIELD BOOK:		N/A

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE



100 North Andrews Avenue, Fort Lauderdale, Florida 33301

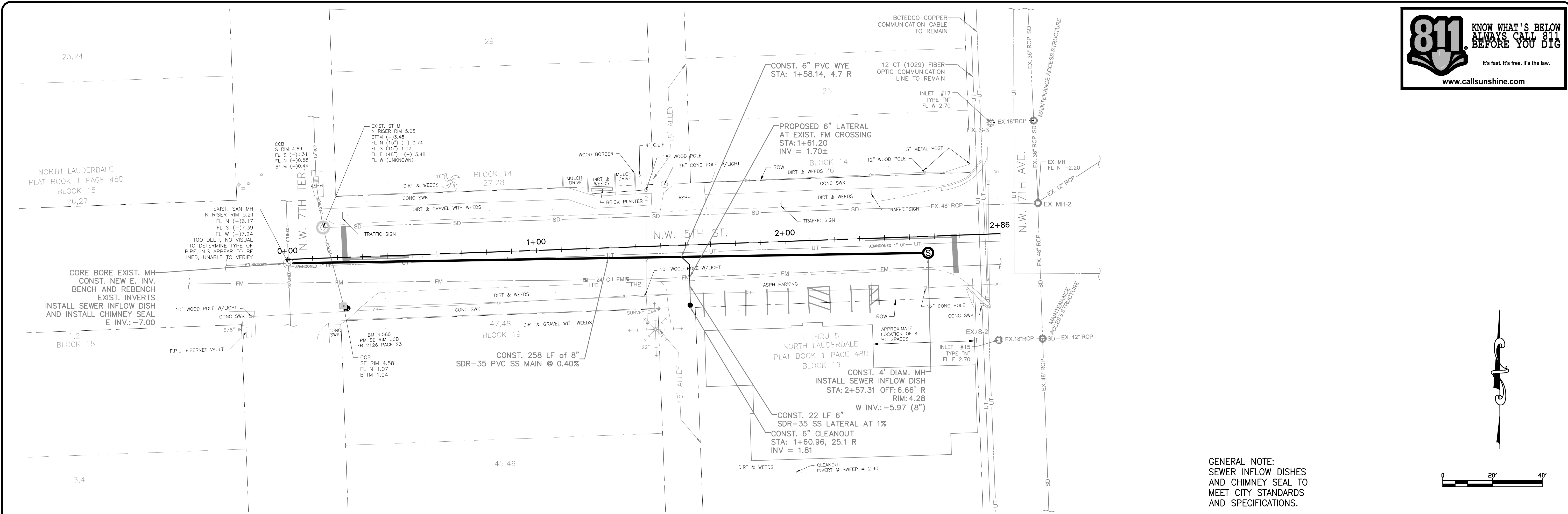
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NO.	DATE	BY	CH'D

PROJECT NO. 12203  
441 NW 7TH AVENUE SEWER EXTENSION  
(NW 5TH ST FROM 7TH TER - NW 7TH AVE)

NOTES AND LEGEND

SHEET NO.	OF
C-02	2
TOTAL PAGES:	7
CAD FILE:	12203-MULTI-NOTE
DRAWING FILE NO.	4-139-77






GENERAL NOTE:  
SEWER INFLOW DISHES  
AND CHIMNEY SEAL  
TO MEET CITY STANDARDS  
AND SPECIFICATIONS.



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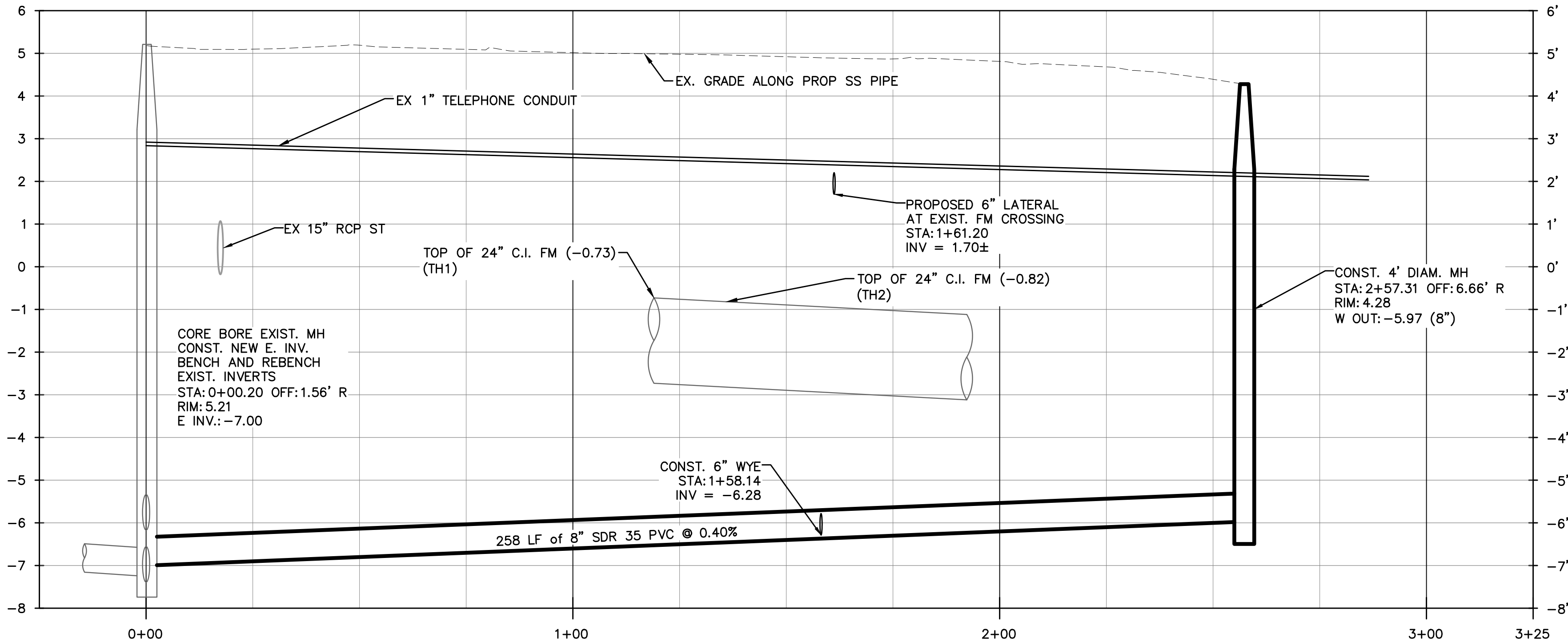
TETRA TECH, INC.  
450 N. PARK RD., SUITE 302  
FORT LAUDERDALE, FL 33301  
PHONE: (954) 364-1753  
FAX: (954) 368-3512  
C.A. NO. 2429

DATE:	12/14/16
DESIGNED BY:	JMA
CHECKED BY:	KLC
FIELD BOOK:	N/A

**CITY OF FORT LAUDERDALE**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE



100 North Andrews Avenue, Fort Lauderdale, Florida 33301



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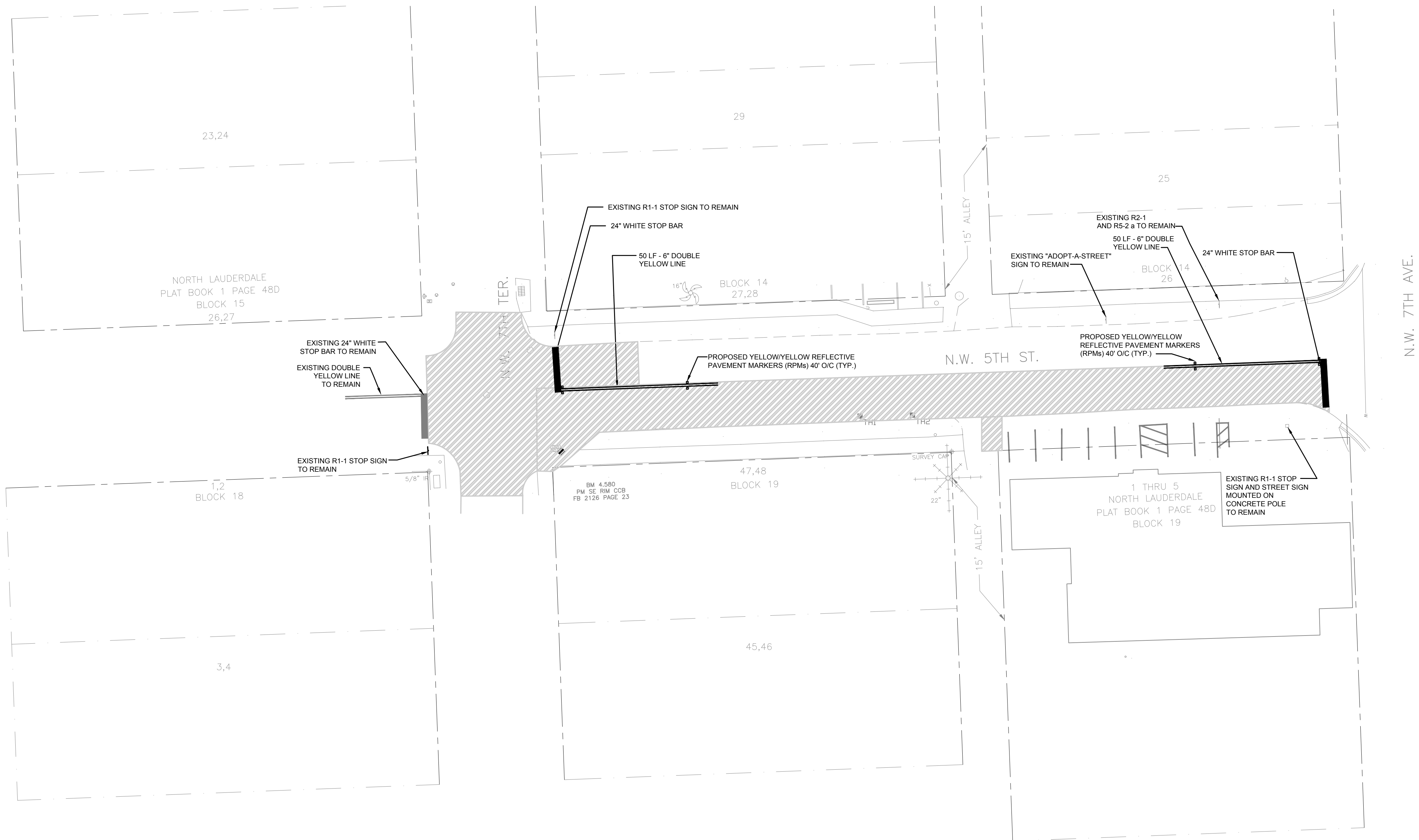
JANINE M. ALEXANDER, P.E.  
FLORIDA LICENSE NO. 59244

NO.	DATE	BY	CHK'D	DESCRIPTION

**PROJECT NO. 12203**  
441 NW 7TH AVENUE SEWER EXTENSION  
(NW 5TH ST FROM 7TH TER - NW 7TH AVE)  
PLAN & PROFILE

SHEET NO.	OF
C-03	3
TOTAL PAGES:	7
CAD FILE:	12203-C03-PLAN
DRAWING FILE NO.	4-139-77





BM 4.188  
PK 6 BRASS DISC  
STAMPED (NW 275)  
FB 2126 PAGE 23

PAVEMENT AND MARKING NOTES:

- 1. ALL PROPOSED PAVEMENT MARKINGS TO BE RETROREFLECTIVE THERMOPLASTIC.
- 2. ANY PAVEMENT MARKINGS OR SIGNS DAMAGED DURING CONSTRUCTION SHALL BE RESTORED ACCORDING TO BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS
- 3. SEE SHEET C-07 FOR BROWARD COUNTY STANDARD PAVEMENT MARKINGS AND SIGNS DETAILS.



MILLING AND RESURFACING 1" ASPHALT

P:\ER\78549\200-78549-16003\CAD\SHEETFILES\12203-C04-STRP.DWG


JANINE M. ALEXANDER, P.E.  
FLORIDA LICENSE NO. 59244

**TETRA TECH**  
www.tetrattech.com

TETRA TECH, INC. SUITE 502  
100 N. Andrews Avenue, Fort Lauderdale, FL 33301  
PHONE: (954) 364-1763  
FAX: (954) 368-3512  
C.A. NO. 2429

DRAWN BY:	DATE:
WDV	12/14/16
DESIGNED BY:	SCALE:
JMA	1"=20' (H)
CHECKED BY:	
KLC	
FIELD BOOK:	N/A

**CITY OF FORT LAUDERDALE**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE



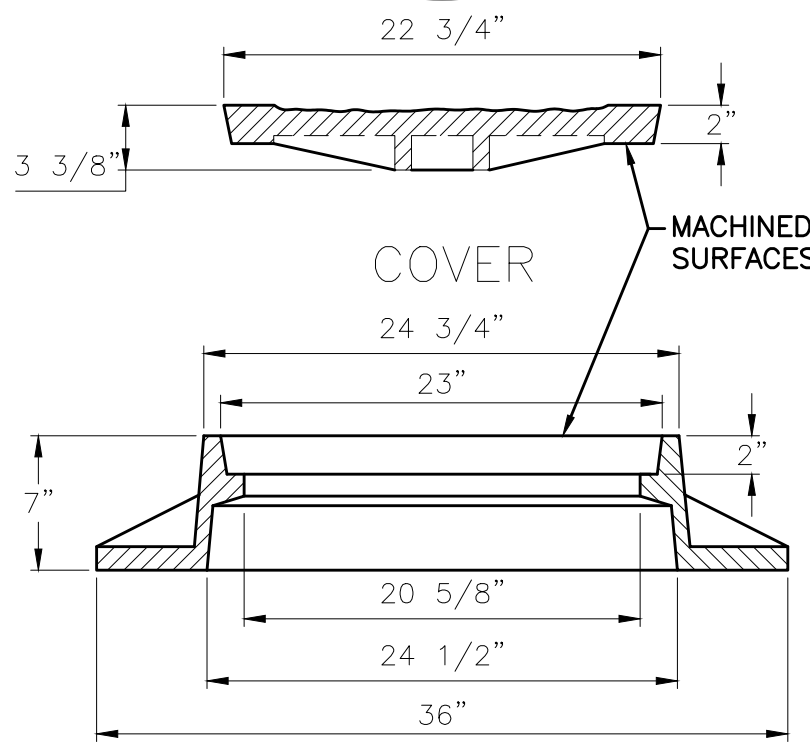
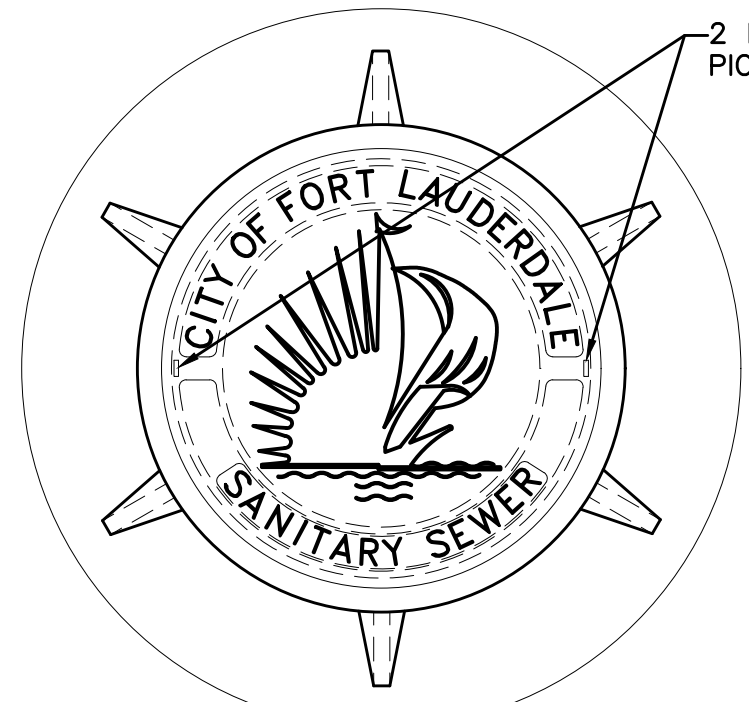
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REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

PROJECT NO. 12203  
441 NW 7TH AVENUE SEWER EXTENSION  
(NW 5TH ST FROM 7TH TER - NW 7TH AVE)  
PAVEMENT RESTORATION & STRIPING

SHEET NO.	OF
C-04	4
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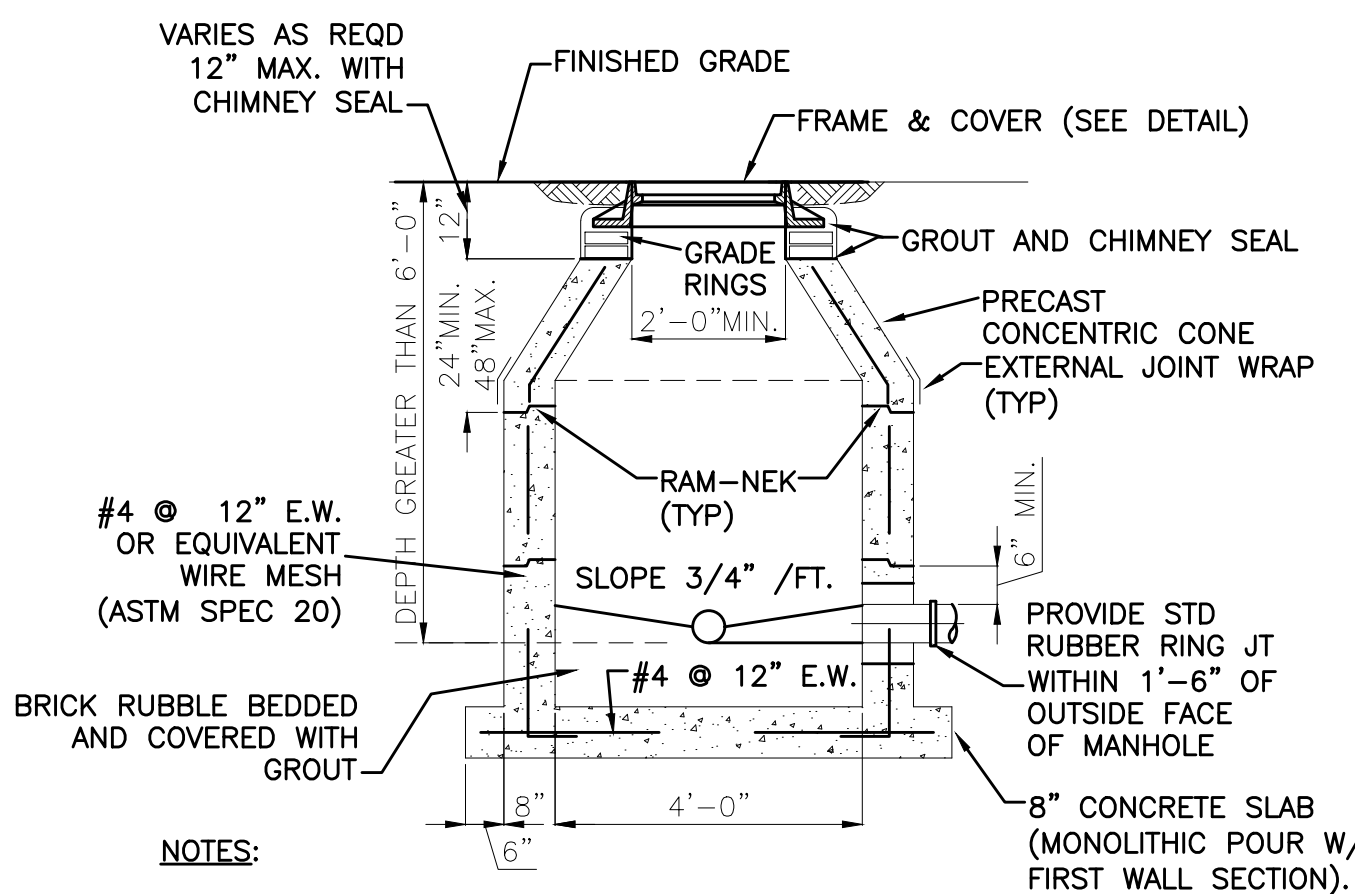




- NOTES:
1. MATERIAL: FRAME AND COVER AS SPECIFIED.
  2. ADDITIONAL GRADE RINGS MAY BE USED TO ELEVATE EXISTING MANHOLE FRAMES TO RESURFACED GRADE (MAX. 4" HEIGHT).
  3. ALL DIMENSIONS ARE NOMINAL.
  4. OPTIONAL: HINGED FRAME AND COVER AS SPECIFIED.

MANHOLE FRAME & COVER-PAVED AREAS

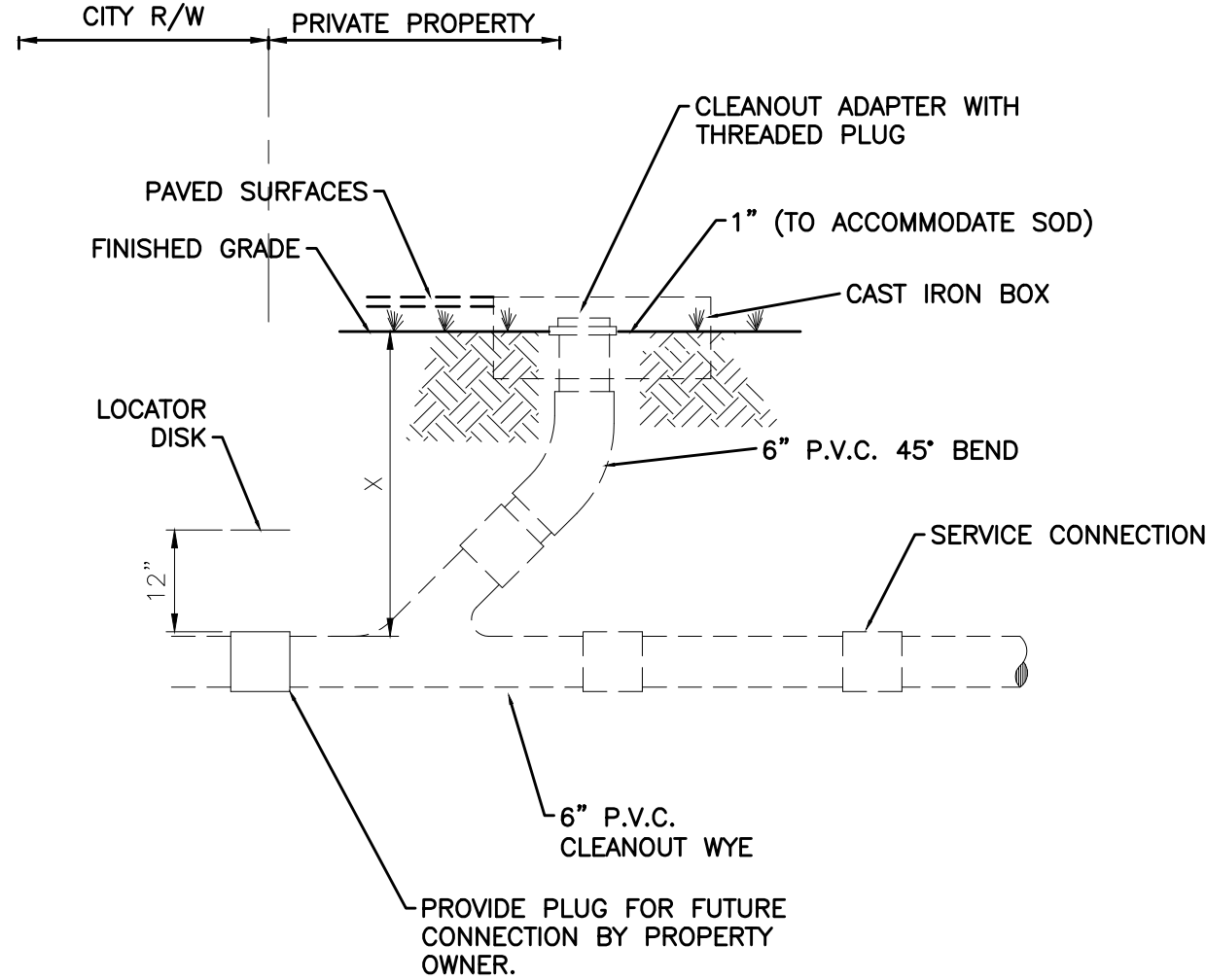
200



- NOTES:
1. PRECAST CONCRETE TYPE II 4000 P.S.I.
  2. "RAM-NEK" OR EQUAL AT ALL RISER JOINTS (1/2" THICK WITH THE WIDTH AT LEAST 1/2 THE WALL THICKNESS).
  3. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF NON-SHRINKING GROUT.
  4. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT INFLUENT INTO 5. FLOW STREAM. (SEE DETAIL)
  6. LIFT HOLES ARE PERMITTED.
  7. ALL PIPE HOLES SHALL BE PRECAST OR CORE DRILLED.
    - A. FOR PVC PIPE ENTERING MANHOLE WITH PRECAST HOLES USE THE APPROVED NON-ASBESTOS PVC-MANHOLE ADAPTER OR PRECAST FLEXIBLE MANHOLE SLEEVE FOR THE APPROPRIATE PIPE DIAMETER AND DIMENSION RATIO. THE ADAPTER SHALL NOT EXTEND MORE THAN 1" INTO THE MANHOLE. DOUBLE BANDING IS REQUIRED FOR FLEXIBLE MANHOLE SLEEVE.
    - B. CONNECTION TO A MANHOLE WITH A CORE DRILLED HOLE SHALL BE MADE USING A 5' MIN. DUCTILE IRON PIPE SECTION (EPOXY LINED) OR THE APPROVED PVC-MANHOLE ADAPTER.
  8. INSIDE DROPS SHALL NOT BE DESIGNED TO EXCEED 1.80 FEET AND NOT CONSTRUCTED TO EXCEED 2.0 FEET. MAX. 6" INSIDE DROP IS PERMITTED FOR MANHOLES WITH 3 OR MORE INVERTS AND MANHOLES WITH A CHANGE IN FLOW DIRECTION OF MORE THAN 45 DEGREES.
  9. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH ASTM C-478, LATEST STANDARD.
  10. MINIMUM 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.
  11. MANHOLES TO BE PAINTED INSIDE AND OUTSIDE WITH 2 COATS OF AN APPROVED PROTECTIVE COATING. (ONE COAT RED, ONE COAT BLACK) MIN. 8-10 MILS D.F.T. PER COAT.
  12. MANHOLE SHALL BE SET PLUMB TO LINE AND GRADE.

STANDARD MANHOLE

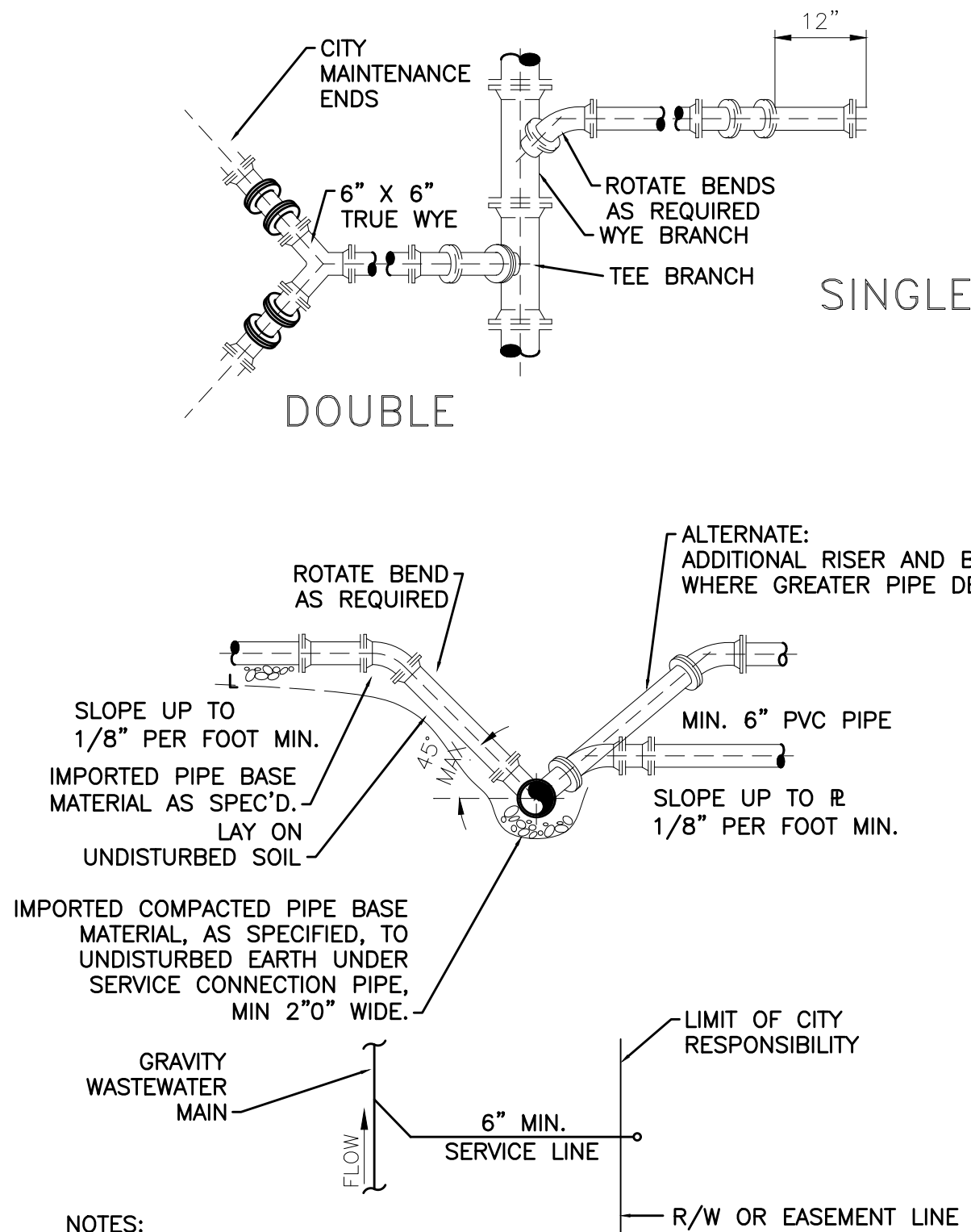
203



- NOTES:
1. PROVIDE APPROVED PLUG OR JOINT FOR DISSIMILAR GRAVITY SEWER PIPE FOR SERVICE CONNECTION.
  2. CLEAN-OUT ASSEMBLY SHALL BE INSTALLED BY PROPERTY OWNER.
  3. X=3'0" MIN. OR 4'0" MAX. FOR RESIDENTIAL SERVICE UNLESS OTHERWISE SHOWN.

TYPICAL CLEANOUT INSTALLATION

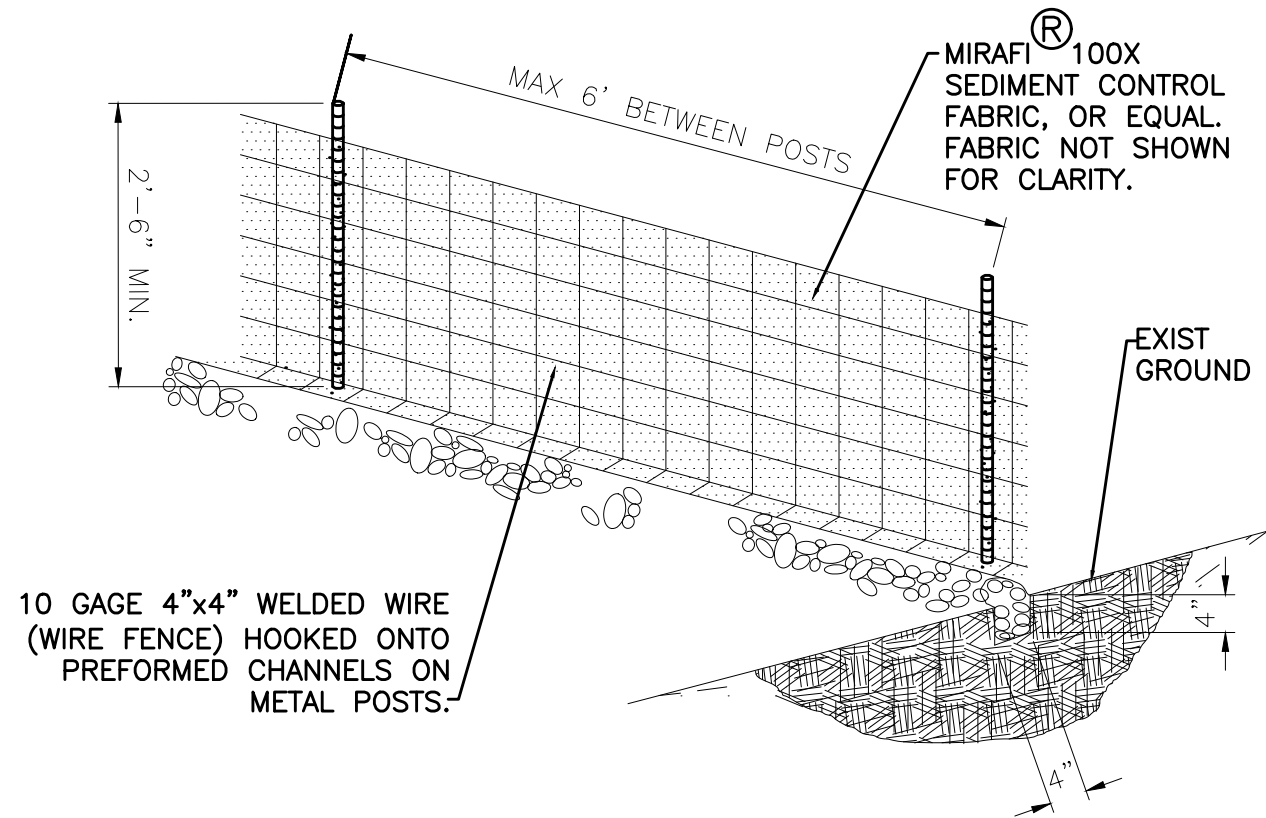
209



- NOTES:
1. WASTEWATER MAIN WYE BRANCH TO MATCH MAIN PIPE MATERIAL.
  2. NO 90° BENDS SHALL BE USED FOR WASTEWATER SERVICE AND CLEANOUT INSTALLATIONS.
  3. SERVICE LATERALS SHALL TERMINATE AT 12" INSIDE THE PROPERTY LINE AT A DEPTH OF 3 FEET EXCEPT WHERE A DEEPER INVERT IS REQUIRED BY EXISTING BUILDING CONDITIONS.

TYPICAL WASTEWATER SERVICE CONNECTION

208

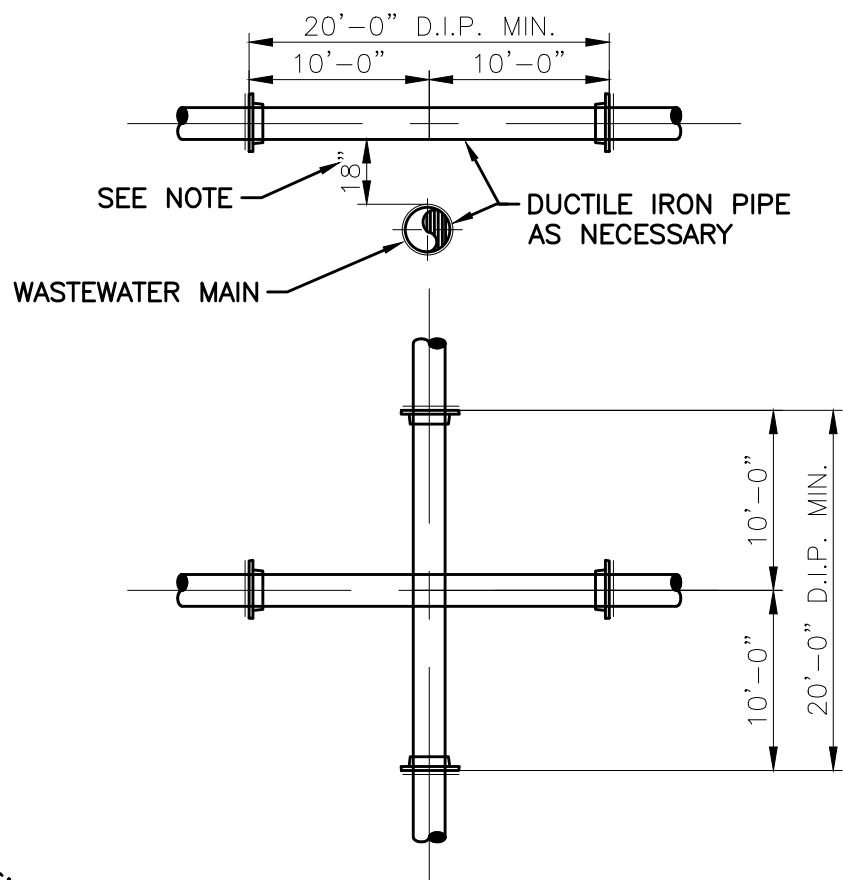


- NOTES:
1. DRIVE WOOD POSTS (1.3 LBS/FT MIN) 18" MIN INTO GROUND AND EXCAVATE A 4"x4" TRENCH UPHILL 5' LONG (MIN) ALONG LINE OF POSTS. WOOD.
  2. POSTS 4" IN DIAMETER OR 2"x4" MAY BE USED. ATTACH WIRE FENCE TO POSTS AND EXTEND THE BOTTOM OF THE FENCE 8" INTO THE EXCAVATED TRENCH. ALTERNATE : USE SEDIMENT CONTROL FABRIC WITH PRE-SEWN POCKETS FOR POSTS SO THAT WIRE FENCE IS NOT REQ'D.
  3. ATTACH THE SEDIMENT CONTROL FABRIC (36" WIDE) TO THE WIRE FENCE W/METAL CLIPS OR WIRE AND EXTEND THE BOTTOM OF THE FABRIC 6" INTO THE TRENCH.
  4. BOTTOM OF SEDIMENT CONTROL FABRIC MUST BE PLACED IN TRENCH AND SECURED WITH GRANULAR FILL TO A HEIGHT OF 6" ABOVE GROUND LEVEL, SO THAT RUNOFF IS FORCED TO GO THROUGH THE FENCE AND CANNOT GO UNDER IT.
  5. SILT FENCE SHALL BE MAINTAINED AND TRAPPED SEDIMENTS SHALL BE REMOVED BY THE CONTRACTOR PERIODICALLY AS DETERMINED BY THE ENGINEER OR AS NECESSARY (MAX. 6 MONTHS).
  6. THE CONTRACTOR IS REQUIRED TO REMOVE ALL SILT FENCES AND AREA TO BE RESTORED TO THE ORIGINAL CONDITION UPON COMPLETION OF CONSTRUCTION.

SILT FENCE DETAIL

105

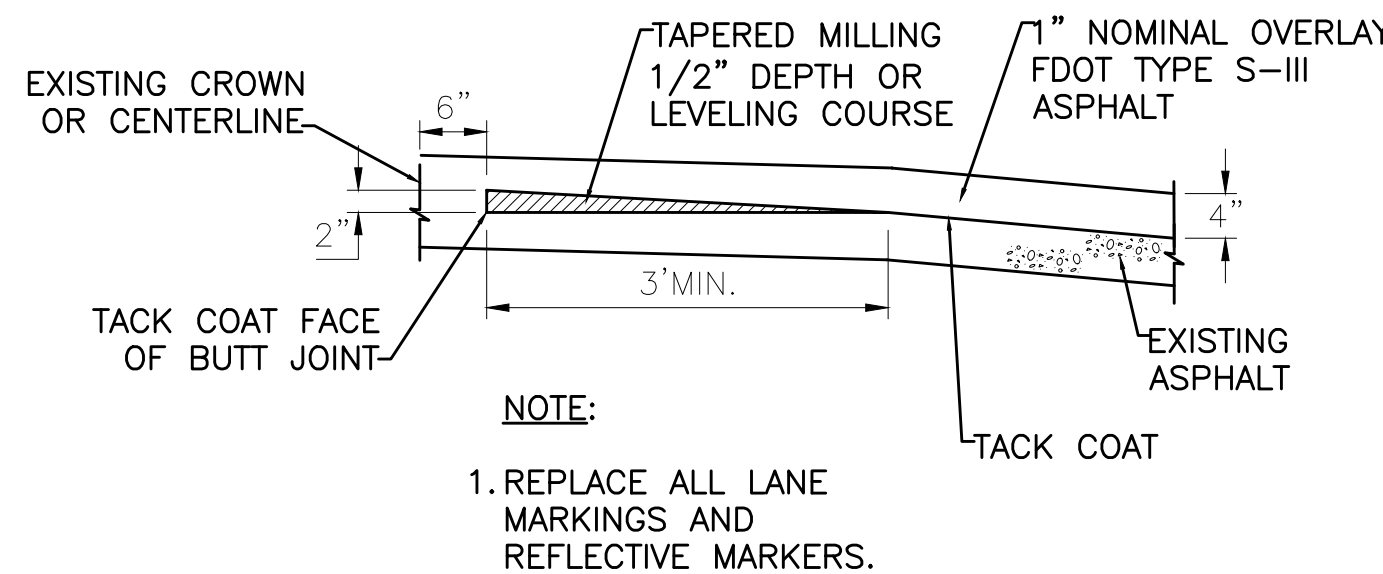
DETAIL DELETED



- NOTES:
1. STORM SEWER, GRAVITY WASTEWATER AND RECLAIMED WATER MAIN CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF EIGHTEEN (18) INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/WASTEWATER/RECLAIMED WATER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN (10) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6 INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/RECLAIMED WATER PIPES CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM 18" VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION. D.I.P. IS NOT REQUIRED FOR STORM SEWERS.
  2. MAINTAIN MIN. TEN (10) FEET HORIZONTAL DISTANCE BETWEEN POTABLE WATER MAIN AND STORM SEWER, WASTEWATER MAIN, OR FORCE MAIN. MAINTAIN MIN. THREE (3) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN RECLAIMED WATER MAIN AND POTABLE WATER MAIN, STORM SEWER, WASTEWATER GRAVITY MAIN OR FORCE MAIN.
  3. FORCE MAIN CROSSING POTABLE WATER MAIN OR RECLAIMED WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF EIGHTEEN (18) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND OUTSIDE OF THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN WITH THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN CROSSING OVER THE FORCE MAIN.

STANDARD WATER AND SEWER SEPARATION DETAIL

402



ASPHALT TAPER DETAIL

101

**TETRA TECH**  
www.tetrattech.com  
TETRA TECH, INC. 500 N. W. 10th Ave., Suite 502  
Fort Lauderdale, FL 33301  
PHONE: (954) 364-1763  
FAX: (954) 364-3612  
C.T. NO. 2429

DRAWN BY:	DATE:	12/14/16
WDV	DESIGNED BY:	N/A
JMA	CHECKED BY:	KLC
FIELD BOOK:		N/A

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

REVISIONS	NO.	DATE	BY	CHK'D	DESCRIPTION	ASPHALT THICKNESS
	1	2-20-2017	JMA	KC		

**PROJECT NO. 12203**  
441 NW 7TH AVENUE SEWER EXTENSION  
(NW 5TH ST FROM 7TH TER - NW 7TH AVE)  
DETAILS

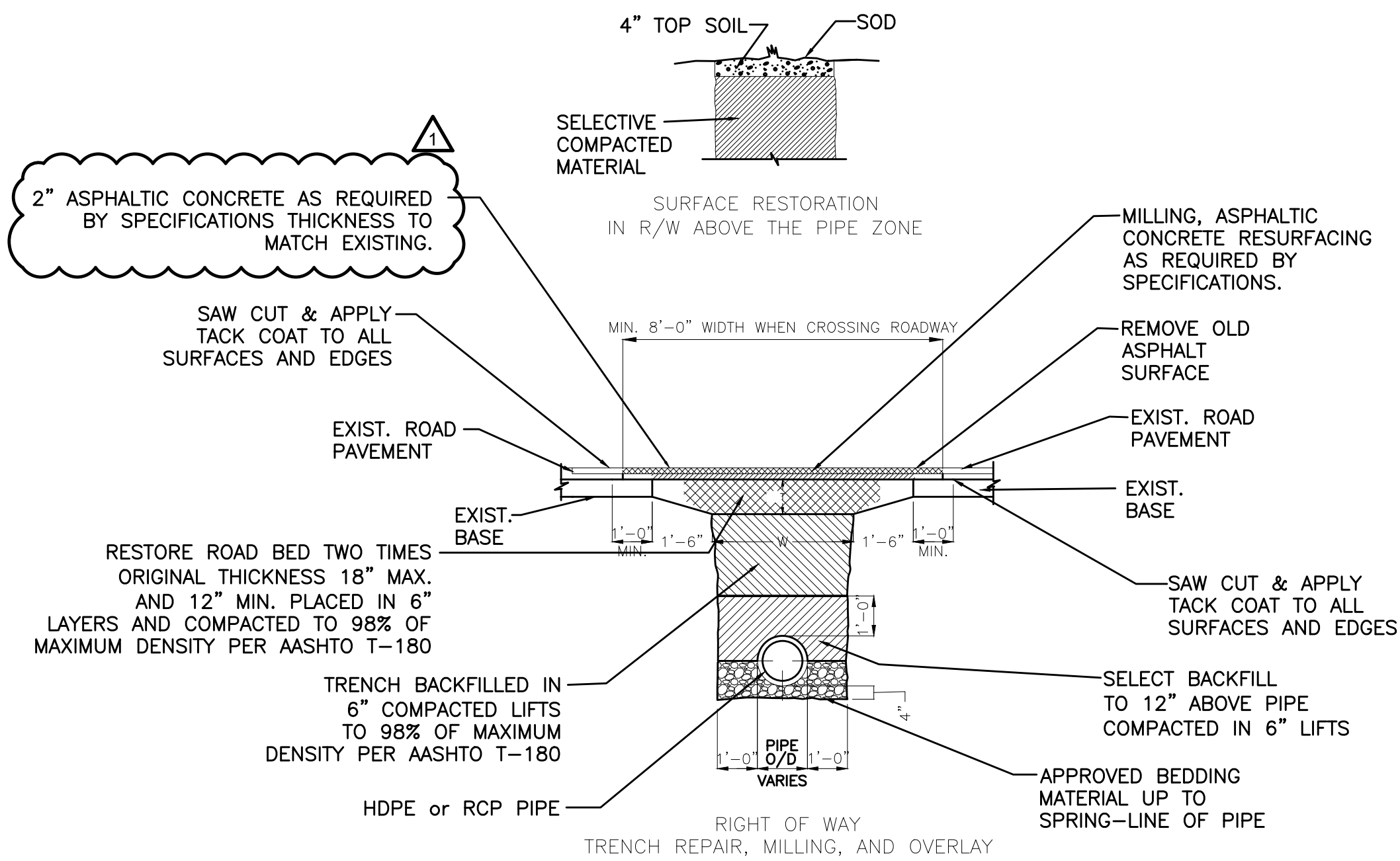
SHEET NO.	OF
<b>C-05</b>	<b>5</b>
TOTAL PAGES:	7
CAD FILE:	12203-C05-DETL
DRAWING FILE NO.	4-139-77

BID SET

JANINE M. ALEXANDER, P.E.  
FLORIDA LICENSE NO. 59244



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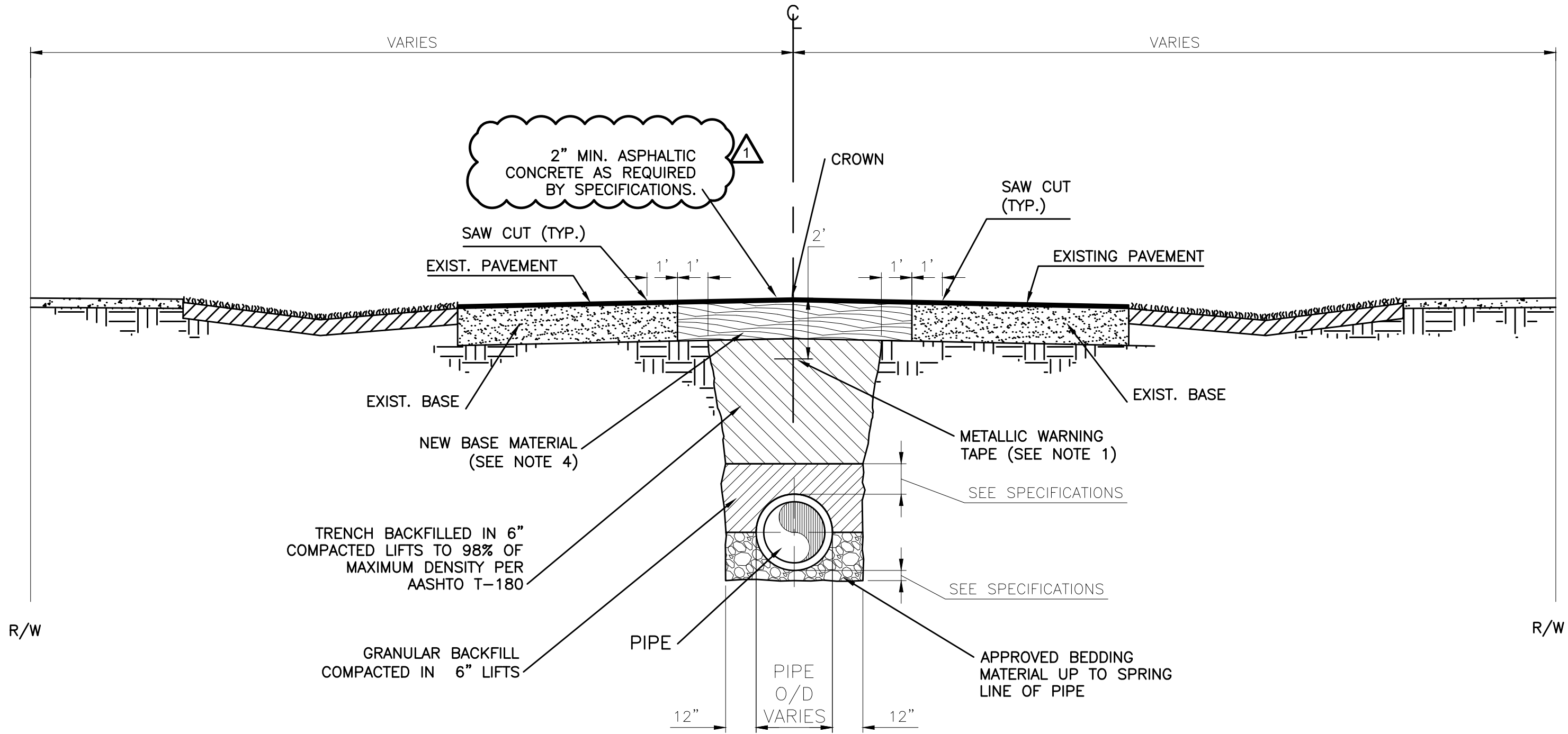
NOTES:

1. UNLESS OTHERWISE SPECIFIED SELECTED MATERIAL SHALL BE FREE OF STONES LARGER THAN 3/8" DIA.
  2. REPLACE ALL EXISTING LANE MARKINGS AND REFLECTIVE MARKERS DAMAGED BY CONSTRUCTION ACTIVITIES. REPLACE
  3. REPLACE ALL LANE MARKINGS AND REFLECTIVE MARKERS.
- T=6" PARKING  
T=8" RESIDENTIAL STREETS  
T=10' MAJOR STREETS (4 LANE)  
T=12" MAJOR STREETS (6 LANE)  
2T=18" MAX. 12" MIN.

TYPICAL TRENCH AND PAVEMENT RESTORATION FOR TRANSVERSE CROSSING

D100

DETAIL DELETED

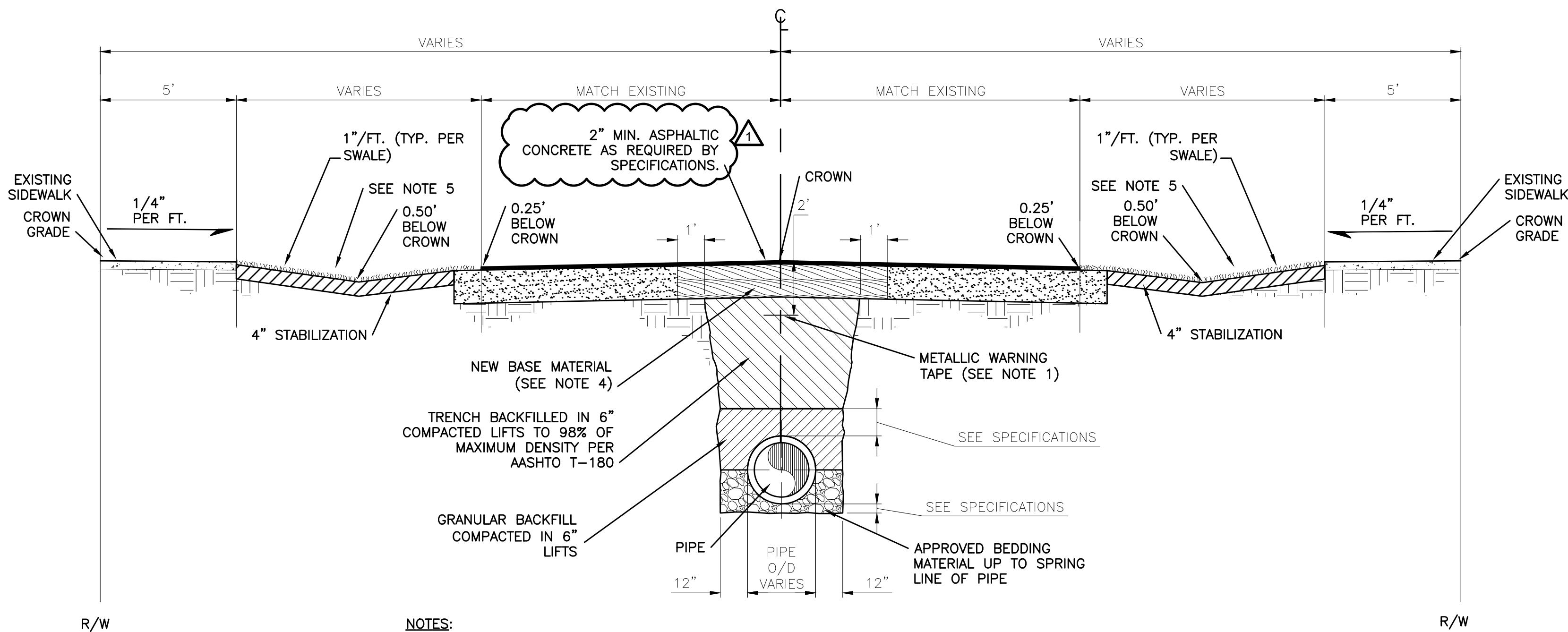


NOTES:

1. 2" WIDE METALLIC WARNING TAPES SHALL BE INSTALLED 24" BELOW FINISH GRADE.
2. UNLESS OTHERWISE SPECIFIED SELECTED MATERIAL SHALL BE FREE OF STONES LARGER THAN 3/8" DIA.
3. REPLACE ALL LANE MARKINGS AND REFLECTIVE MARKERS.
4. 12" MIN. LIMEROCK BASE PLACED IN 6" LAYERS AND COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180.

JANINE M. ALEXANDER, P.E.  
FLORIDA LICENSE NO. 59244

TYPICAL ROAD SECTION, TYPICAL TRENCH AND TRENCH RESTORATION FOR PARALLEL PIPE TRENCH

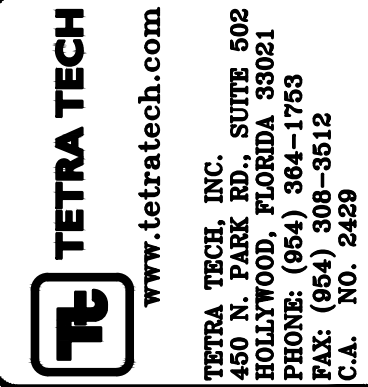


NOTES:

1. 2" WIDE METALLIC WARNING TAPES SHALL BE INSTALLED 24" BELOW FINISH GRADE. DOES NOT APPLY TO STORM DRAINAGE PIPE INSTALLATION.
2. UNLESS OTHERWISE SPECIFIED SELECTED MATERIAL SHALL BE FREE OF STONES LARGER THAN 3/8" DIA.
3. REPLACE ALL LANE MARKINGS AND REFLECTIVE MARKERS.
4. 12" MIN. LIMEROCK BASE PLACED IN 6" LAYERS AND COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180
5. BAHIA SOD -OR- ST. AUGUSTINE "FLORITAM" SOD IN PREVIOUSLY SODDED AREAS -OR- REPLACE EXISTING IMPROVED SURFACE (e.g., ROCK OR ASPHALT PAVING TO MATCH EXISTING -IF ASPHALT, MINIMUM 1" ASPHALT OVER MINIMUM 6" COMPACTED LIMEROCK)

TYPICAL ROAD SECTION, TYPICAL TRENCH, PAVEMENT AND SWALE RESTORATION FOR PARALLEL PIPE TRENCH

100B



DATE:	12/14/16
DRAWN BY:	WVJ
DESIGNED BY:	JMA
CHECKED BY:	KLC
FIELD BOOK:	N/A

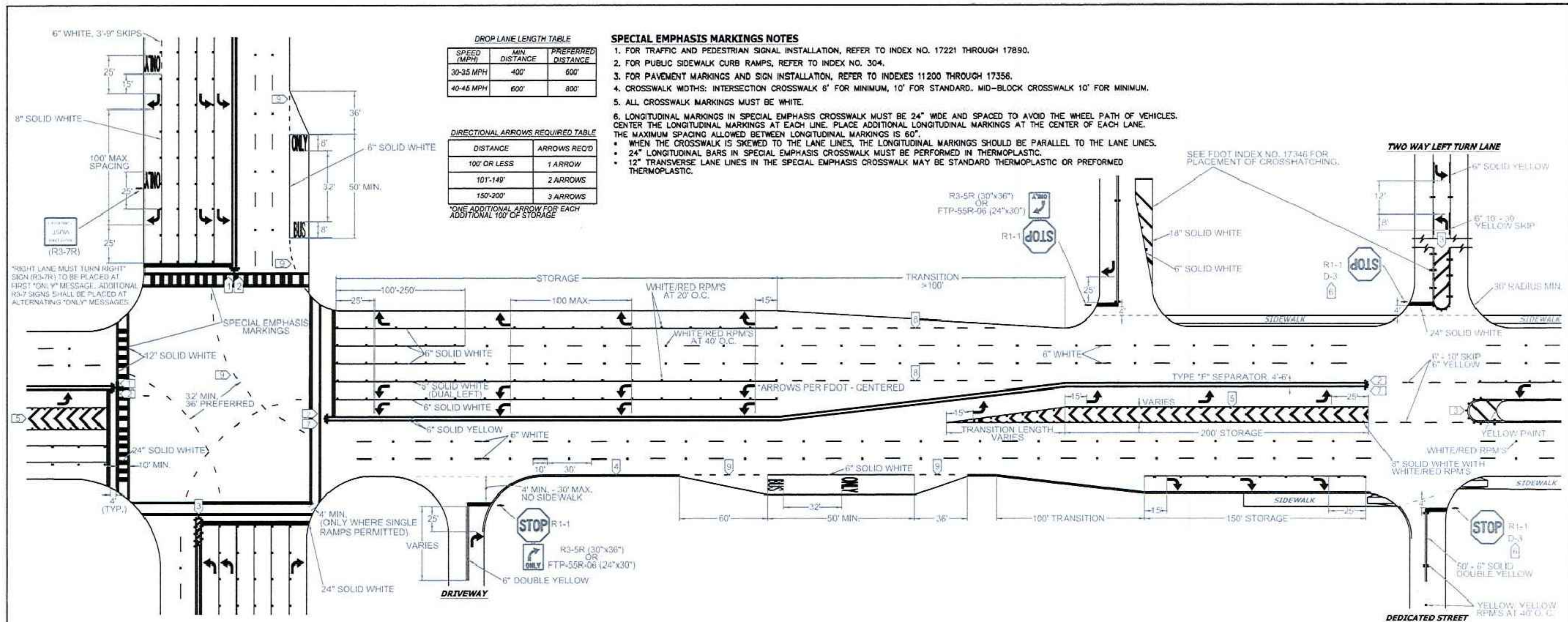
CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS	NO.	DATE	BY	CHK'D	DESCRIPTION	ASPHALT THICKNESS
	1	2-20-2017	JMA	KC		

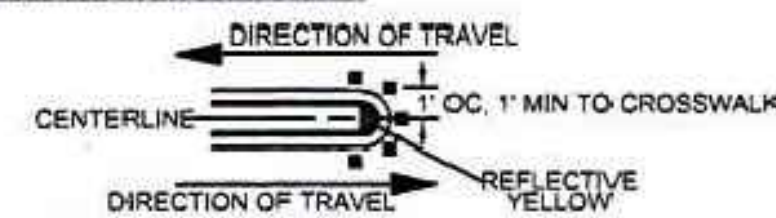
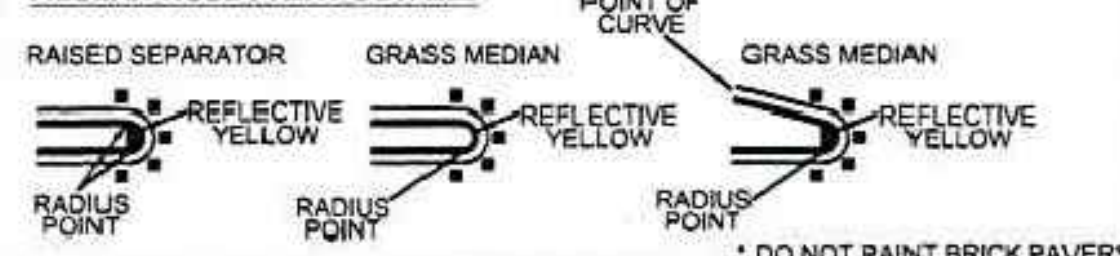
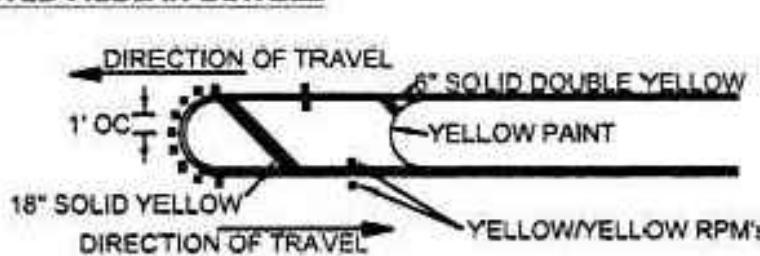
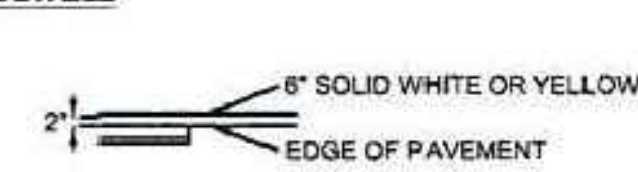
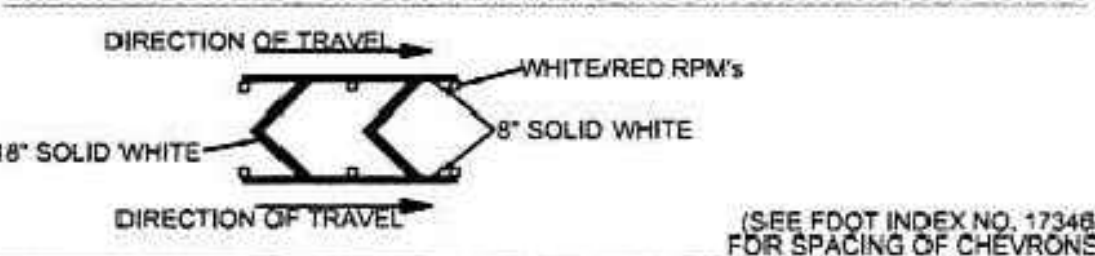
PROJECT NO. 12203  
441 NW 7TH AVENUE SEWER EXTENSION  
(NW 5TH ST FROM 7TH TER - NW 7TH AVE)  
DETAILS

SHEET NO.	OF
C-06	6
TOTAL PAGES:	7
CAD FILE:	12203-C06-DETL
DRAWING FILE NO.	4-139-77

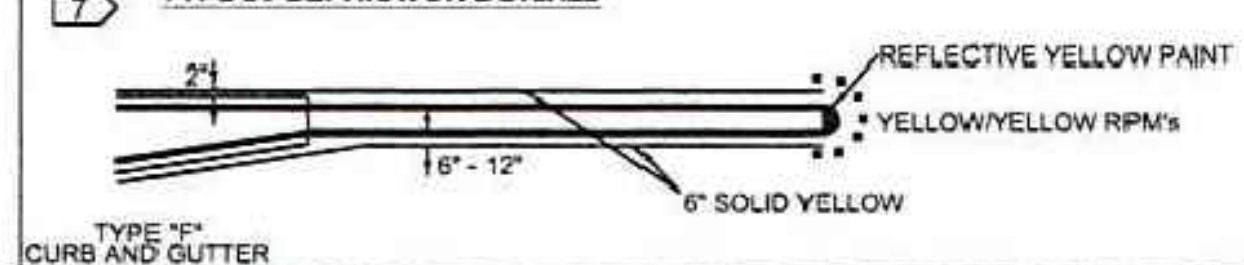


**NOTES**

1. ALL PAVEMENT MARKINGS SHALL BE ALKYD BASED THERMOPLASTIC AND FULLY RETROREFLECTORIZED.
2. ALL PAVEMENT MARKINGS ON PAVEMENT SYSTEMS SHALL BE 3M 380/381 SERIES TAPE OR EQUIVALENT AND APPLIED WITH P60 ADHESIVE AS PER MANUFACTURERS SPECIFICATIONS.
3. ALL PAVEMENT MARKINGS AND SIGNING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", BCTD STANDARDS, AND FDOT DESIGN STANDARDS.
4. SEE FDOT INDEX NO 17352 FOR PLACEMENT OF RPM'S (FOR BULLNOSE RPM TREATMENT, SEE LEGEND NO. 1)
5. RPM'S SHALL BE CLASS "B" OR EQUIVALENT, APPLIED WITH EPOXY OR BITUMINOUS ADHESIVE.
6. FDOT APPROVED SEALER SHALL BE USED WHEN APPLYING MARKINGS ON CONCRETE.
7. FOR BIKE LANE DETAILS SEE FDOT INDEX NO. 17347.
8. MARKINGS IN AND ADJACENT TO BIKE LANES SHALL BE THERMOPLASTIC WITH A MIXTURE OF 50% GLASS SPHERES AND 50% SHARP SILICA SAND APPLIED AT A RATE DETERMINED BY THE MANUFACTURER'S SPECIFICATIONS.
9. EXISTING MARKINGS SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING.
10. ALL STOP LINES TO BE 4' BEHIND CROSSWALK OR SIDEWALK.
11. PAVEMENT MARKING REFLECTIVITY SHALL BE UNIFORM ACROSS THE ENTIRE STRIPE AND SHALL HAVE A MINIMUM REFLECTIVITY READING OF 250 MILICANDELAS FOR WHITE AND 175 MILICANDELAS FOR YELLOW.
12. ALL PRODUCTS MUST BE ON FDOT'S APPROVED PRODUCTS LIST (APL).

**LEGEND****1 YELLOW/YELLOW RPM DETAILS****2 MEDIAN NOSE PAINT DETAILS****3 PAINTED MEDIAN DETAILS****4 EDGE LINE DETAILS****5 CHEVRON DETAILS - CROSSWALK AREAS AND IN FRONT OF CURB RAMPS****6 STREET NAME BLADE DETAILS**

SEE BCTD STOP SIGN AND STREET IDENTIFICATION ASSEMBLY TYPICAL DETAILS.

**7 TYPE IV SEPARATOR DETAILS****8 6'-10' SKIP DETAILS**

- 6'-10' SKIPS 6" WHITE SHALL BE USED FOR THE FOLLOWING CONDITIONS:
- HORIZONTAL CURVE SECTIONS
- CHANGES IN HORIZONTAL ALIGNMENT

**9 2'-4' SKIP DETAILS**

- 2'-4' SKIPS 6" WHITE SHALL BE USED FOR THE FOLLOWING CONDITIONS:
- RADIUS GUIDE LINES BETWEEN DUAL LEFTS TURN MOVEMENT (90' RADIUS PREFERRED OR AS NOTED ON PLANS)
- BUS BAY TRANSITIONS

**STOP SIGN NOTE**

WHERE SIDE ROADS INTERSECT A MULTI LANE STREET OR HIGHWAY THAT HAS A SPEED LIMIT OF 45 MPH OR HIGHER, THE MINIMUM SIZE OF THE STOP SIGNS FACING THE SIDE ROAD APPROACHES, EVEN IF THE SIDE ROAD ONLY HAS ONE APPROACH LANE, SHALL BE 36"x36".

WHERE SIDE ROADS INTERSECT A MULTI-LANE (INCLUDING TURN LANE) STREET OR HIGHWAY THAT HAS A SPEED LIMIT OF 40 MPH OR LOWER, THE MINIMUM SIZE OF THE STOP SIGN FACING THE SIDE ROAD APPROACHES SHALL BE 36"x36".

**REVISIONS**

DATE	DESCRIPTION
01-15-2016	N/A



**PUBLIC WORKS DEPARTMENT  
TRAFFIC ENGINEERING DIVISION**

DESIGN BY: CARMELO CARATOZZOLO, P.E.  
DRAWN BY: STEPHON RAMOUTAR  
CHECKED BY: ANDREW SEBO, P.E., P.T.O.E

SCALE: NTS

**PAVEMENT MARKINGS  
AND SIGNS  
DETAILS**

**SHEET  
NO.**

**1 OF 1**

REVISIONS	DATE	BY	CHKD	DESCRIPTION

**PROJECT NO. 12203**  
**441 NW 7TH AVENUE SEWER EXTENSION**  
**(NW 5TH ST FROM 7TH TER - NW 7TH AVE)**  
**PAVEMENT MARKINGS & SIGNS DETAILS**



**NON-COLLUSION STATEMENT:**

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

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

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

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

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

**NAME****RELATIONSHIPS**

-







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



**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1)

Business Name

is a **Class A** Business as defined in City ofFort Lauderdale Ordinance No. C 12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2)

Business Name

is a **Class B** Business as defined in the City ofFort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3)

Business Name

is a **Class C** Business as defined in the City ofFort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2- 199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED  
COMPANY  
PERSON:

NAME

SIGNATURE

DATE



**TRENCH SAFETY**

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

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

Total: \$

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

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

DATE:    
(SIGNATURE)

STATE OF:  COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

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

NOTARY PUBLIC

My Commission Expires:



**QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed?

	5
	6

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses and telephone numbers):

	5
	6

How many years has your organization been in business? 

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

The name of the qualifying agent for the firm and his position is:



Certificate of Competency Number of Qualifying Agent:

Effective Date:

Expiration Date:

Licensed in:

Contractor's License #(s)

(County/State)

Expiration Date:

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

**Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.**



**QUESTIONNAIRE SHEET**

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

	5
	6

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)	
b)	
c)	
d)	
e)	
f)	
g)	

3. What equipment do you own that is available for the work?

	5
	6

4. What equipment will you purchase for the proposed work?

	5
	6

5. What equipment will you rent for the proposed work?

	5
	6

3		4
---	--	---



**CONSTRUCTION BID CERTIFICATION**

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field. If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City:  State:  Zip:

Telephone No.  FAX No.  Email:

Does your firm qualify for MBE or WBE status: MBE ☐ WBE ☐

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Name</b>

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the bid:

Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City protest ordinance contained in this competitive solicitation.

**Submitted by:**

Name (printed)

Date:

Signature

Date:



## Question and Answers for Bid #473-11893 - 441 NW 7th Avenue Sewer Extentions

### Overall Bid Questions

There are no questions associated with this bid.