

Solicitation 673-12022

Micro-Surfacing Project (P12301)

Bid Designation: Public



City of Fort Lauderdale

Bid 673-12022

Micro-Surfacing Project (P12301)

Bid Number 673-12022
 Bid Title Micro-Surfacing Project (P12301)

Bid Start Date Aug 29, 2017 12:10:51 PM EDT
 Bid End Date Oct 12, 2017 2:00:00 PM EDT
 Question & Answer End Date Oct 6, 2017 5:00:00 PM EDT

Bid Contact Maureen Lewis
 Procurement Specialist II
 Finance
 954-828-5239
 maureenl@fortlauderdale.gov

Contract Duration 2 years
 Contract Renewal See Specifications
 Prices Good for 120 days

Bid Comments Sealed bids will be received electronically until 2:00 P.M., local time, on WEDNESDAY, OCTOBER 4, 2017, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, for BID NO., 673-12022, PROJECT NO., 12301, MICRO-SURFACING PROJECT.

There are no drawing files for this Project.

This project is located City-wide in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 140,000 square yards of Type II micro-surfacing pavement, thermoplastic pavement marking, symbol pavement markings, and other items quantified in the proposal pages of this Solicitation.

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

Licensing Requirements: – Possession of a General Contractor's License issued by the State of Florida is required for working within public rights-of-way, and also for this Project.

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

Bidding blanks may be obtained free of charge at BIDSYNC.COM.

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.

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.

Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

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.

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

These 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. 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.

Added on Oct 3, 2017:
Bid Opening and Q&A dates extended.
Special Conditions Section 8, has been modified.

Addendum # 1

New Documents	P12301.ADDENDUM 1.pdf		
Previous End Date	Oct 4, 2017 2:00:00 PM EDT	New End Date	Oct 12, 2017 2:00:00 PM EDT
Previous Q & A End Date	Sep 27, 2017 5:00:00 PM EDT	New Q & A End Date	Oct 6, 2017 5:00:00 PM EDT

Item Response Form

Item 673-12022--01-01 - Base Bid: Paving
Lot Description Base Bid

Quantity **10000 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 10000

Description

Furnish all materials, labor and equipment to install leveling course Type II Microsurfacing pavement (single course 18-22 lbs/SY) micro-surfacing for streets in accordance with the FDOT Standards and Specifications, and Detailed Specifications Section. This item also includes the cost for maintenance of traffic and mobilization.

Item **673-12022--01-02 - Base Bid: Paving**
Lot Description **Base Bid**
Quantity **140000 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 140000

Description

Furnish all materials, labor and equipment to install leveling course Type II Microsurfacing pavement (double course 30-35 lbs/SY) micro-surfacing for streets in accordance with the FDOT Standards and Specifications, and Detailed Specifications Section. This item also includes the cost for maintenance of traffic and mobilization.

Item **673-12022--01-03 - Base Bid: Crack seal**
Lot Description **Base Bid**
Quantity **3200 gallon**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 3200

Description

Furnish all materials, labor and equipment to apply crack seal as described in Detailed Specifications Section.

Item **673-12022--01-04 - Base Bid: Rut fill**
Lot Description **Base Bid**
Quantity **200 tons**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 200

Description

Furnish all materials, labor and equipment to apply rut fill as described in the Detailed Specifications Section.

Item **673-12022--01-05 - Base Bid: Tack coat**

Lot Description Base Bid

Quantity **200 gallon**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 200

Description

Furnish all materials, labor and equipment to apply tack coat as described in the Detailed Specifications Section.

Item **673-12022--01-06 - Base Bid: Pavement marking and signage**

Lot Description Base Bid

Quantity **8000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 8000

Description

Furnish all materials, labor and equipment to install new 6-inch double yellow thermoplastic. This item includes temporary painting.

Item **673-12022--01-07 - Base Bid: Pavement marking and signage**

Lot Description Base Bid

Quantity **5000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 5000

Description

Furnish all materials, labor and equipment to install new 6-inch single yellow thermoplastic. This item includes temporary painting.

Item **673-12022--01-08 - Base Bid: Pavement marking and signage**

Lot Description Base Bid

Quantity **5000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications
Fort Lauderdale FL 33301
Qty 5000

Description

Furnish all materials, labor and equipment to install new 6-inch single white thermoplastic. This item includes temporary painting.

Item	673-12022--01-09 - Base Bid: Pavement marking and signage
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 500

Description

Furnish all materials, labor and equipment to install new 8-inch single yellow thermoplastic. This item includes temporary painting.

Item	673-12022--01-10 - Base Bid: Pavement marking and signage
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 500

Description

Furnish all materials, labor and equipment to install new 12-inch single white thermoplastic. This item includes temporary painting.

Item	673-12022--01-11 - Base Bid: Pavement marking and signage
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 500

Description

Furnish all materials, labor and equipment to install new 18-inch single white thermoplastic. This item includes temporary painting.

Item	673-12022--01-12 - Base Bid: Pavement marking and signage
Lot Description	Base Bid
Quantity	8000 linear foot
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 8000

Description

Furnish all materials, labor and equipment to install new 6-inch single white or yellow 10-30 skip thermoplastic. This item includes temporary painting.

Item **673-12022--01-13 - Base Bid: Pavement marking and signage**
Lot Description Base Bid
Quantity **2000 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2000

Description

Furnish all materials, labor and equipment to install new 24-inch stop bar white thermoplastic. This item includes temporary painting.

Item **673-12022--01-14 - Base Bid: Pavement marking and signage**
Lot Description Base Bid
Quantity **2000 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2000

Description

Furnish all materials, labor and equipment to install various colors of reflective pavement markers (including blue at fire hydrants) where streets are overlaid per FDOT Standard Specification for Road and Bridge Construction 2010, Section 706.

Item **673-12022--01-15 - Base Bid: Pavement marking and signage**
Lot Description Base Bid
Quantity **25 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 25

Description

Furnish all materials, labor and equipment to install thermoplastic symbol pavement markings per FDOT Index No.17346. This item includes temporary painting.

Item **673-12022--01-16 - Base Bid: Pavement marking and signage**
 Lot Description **Base Bid**
 Quantity **15 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 15

Description

Furnish all materials, labor and equipment to install thermoplastic word pavement markings per FDOT Index No.17346. This item includes temporary painting.

Item **673-12022--01-17 - Base Bid: Utility adjustment**
 Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 20

Description

Furnish all materials, labor and equipment to adjust the elevation of existing sanitary sewer, storm sewer, and/or air valve manhole covers to match the new resurfaced pavement elevation.

Item **673-12022--01-18 - Base Bid: Utility adjustment**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50

Description

Furnish all materials, labor and equipment to adjust the elevation of valve box covers to match the new resurfaced pavement elevation.

Item **673-12022--01-19 - Base Bid: Utility adjustment**
 Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 20

Description

Furnish all materials, labor and equipment to adjust the elevation of sewer clean-out covers to match the new resurfaced pavement elevation.

Item 673-12022--01-20 - Base Bid: Bicycle Sharrows**Lot Description** Base Bid**Quantity** 10 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 10

Description

Furnish all materials, labor and equipment to install thermoplastic sharrows as described in the Detailed Specifications Section.

Item 673-12022--01-21 - Base Bid: Bicycle Symbols**Lot Description** Base Bid**Quantity** 10 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 10

Description

Furnish all materials, labor and equipment to install thermoplastic bicycle symbols as described in the Detailed Specifications Section.

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

BID NO. 673-12022

PROJECT NO. 12301

MICRO-SURFACING PROJECT



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

**BARBARA R. HOWELL
PROJECT MANAGER I**

**MAUREEN LEWIS, MBA
PROCUREMENT SPECIALIST II**
Telephone: (954) 828-5239 E-mail: maureenl@fortlauderdale.gov

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

[CITB Prime Contractor ID Form](#)
[CITB Questionnaire Sheets](#)
[CITB Local Business Preference](#)
[CITB Non-Collusion Statement](#)
[CITB Contract Payment Method](#)
[CITB Construction Bid Certification](#)

INVITATION TO BID

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There are no drawing files for this Project.

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

Licensing Requirements: – Possession of a General Contractor's License issued by the State of Florida is required for working within the public right-of-way, and also for this Project.

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

Bidding blanks may be obtained **free of charge** at BIDSYNC.COM.

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.

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INVITATION TO BID (continued)

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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.

INSTRUCTIONS TO BIDDERS (continued)

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.

INSTRUCTIONS TO BIDDERS (continued)

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. 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 – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: http://www.fortlauderdale.gov/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

INSTRUCTIONS TO BIDDERS (continued)

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, 4th 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.

INSTRUCTIONS TO BIDDERS (continued)

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.

INSTRUCTIONS TO BIDDERS (continued)

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 33301. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

PROJECT 12301

SPECIAL CONDITIONS**01. PURPOSE**

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

02. TRANSACTION FEES

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

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th 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.**

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Maureen Lewis, Procurement Specialist II**, at (954) 828-5239 or email at maureenl@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). **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

SPECIAL CONDITIONS (continued)

PROJECT 12301

submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

05. CONTRACT TIME

- 5.1 The initial contract term shall commence upon date specified in the Notice To Proceed given by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **N/A** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

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.

SPECIAL CONDITIONS (continued)

PROJECT 12301

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

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award, and submit a financial statement upon request.

General Contractor's License issued by the State of Florida is required for working within the public right-of-way.

*Note: Contractor **must** have proper licensing and be able to provide evidence of same, if requested, at time of award.*

08. SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

The contractor shall have previous construction experience in applying micro-surfacing 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) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this contract at no additional charge.

09. BID ALLOWANCE

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.

SPECIAL CONDITIONS (continued)

PROJECT 12301

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

Allowance	\$
Permit fees and testing allowance	1,000
TOTAL	\$1,000

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

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

10.1 General Information

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.

SPECIAL CONDITIONS (continued)

PROJECT 12301

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:

10.2 Property Insurance (Builder's Risk): - N/A

10.3 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

10.4 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

SPECIAL CONDITIONS (continued)

PROJECT 12301

10.5 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.

10.6 Umbrella/Excess Liability: - N/A

10.7 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 AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED".

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:

SPECIAL CONDITIONS (continued)

PROJECT 12301

- 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.

11. **PERFORMANCE AND PAYMENT BOND:** 100%

Number of awards anticipated: 1

12. **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as **Barbara Howell**, whose address is **100 North Andrews, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-4505, and e-mail address is bhowell@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work of an executed task order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

14. **PAYMENT** *(See Article 7, Payment, of the Contract for other details)*

The City has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

SPECIAL CONDITIONS (continued)

PROJECT 12301

15. WORK SCHEDULE (including overtime hours):Regular work hours: **7:00 am to 6:00 pm, Monday through Friday.**City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

16. INSPECTION OVERTIME COST: \$219/hr.

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 No. _____, 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. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.

- 1.14 Defective – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the agreement shall be the date the Contract is executed by the parties. The Contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a written notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the Work agreed upon within each executed Task Order will constitute nonperformance of the Contractor and would be grounds for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 Final Completion Date – The date the Task Order Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in the Contract Documents and/or Task Orders.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents and each executed Task Order.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents shall be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – The Contractor shall submit a written request to the City for an inspection to determine if the Work is substantially complete. If, at the time of inspection, it is determined the project is substantially complete, the City will issue a

letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.

- 1.32 Task Order – A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.
- 1.33 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents and/or Task Order. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

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

**MICRO-SURFACING PROJECT
ITB 673-12022 PROJECT 12301**

- 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 City-wide in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 140,000 square yards of Type II micro-surfacing pavement, thermoplastic pavement marking, symbol pavement markings, and other items quantified in the proposal pages of this contract.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Barbara R. Howell**, whose address is **100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301**, telephone number: **(954) 828-4505**, and email address is **bhowell@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project

Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [] to [] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No., _____, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- 4.13 Schedule of Completion and Schedule of Values.
- 4.14 All amendments, modifications, supplements, Task Orders, change orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any Additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

- a. Specific written direction from the City Manager (or designee).
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated _____, 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, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within N/A calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

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

ARTICLE 7 – PAYMENT PROCEDURES

- 7.1 Contractor shall submit Applications for Payment, for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's executed Task Order and corresponding Application for Payment, which shall be submitted by the Contractor between the first (1st) and the

tenth (10th) day after the end of each calendar month for which payment is requested, or upon completion of the work of the executed Task Order. All progress payments will be made on the basis of the progress of the Work completed on the executed Task Order.

- 7.3 Prior to Final Completion of each Task Order, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment: Upon final completion of the Work under each Task Order, in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card Program using the VISA network. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement this ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system. All costs associated with the implementation of this purchasing program shall be borne by the Contractor.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under each Task Order, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Task Order and all other matters which can in any way affect the Work, schedule, or the cost thereof under the Task Order and associated Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and will determine that no conditions exist that would in any manner affect the Proposed Price and that the Task Order Work can be completed for the Proposed Price submitted and within the timeframe agreed upon within each Task Order.
- 8.5 Contractor has made or cause to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work under each Task Order at the Contract Prices, within the Contract Time of the specified Task Order and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data related to each Task Order with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents related to each Task Order and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents for each Task Order. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job

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

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

8.9 Materials:

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work under each Task Order.
- 8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday.

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

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the

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

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which does not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that

may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as may be required that is destroyed or damaged.

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

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

- 8.17 Project Record Documents and As-Builts (Record Drawings): Contractor shall be responsible for maintaining up to date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-builts) and a CD of the electronic drawing files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

- 8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not

designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

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

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

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

8.22 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own

expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

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

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

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

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

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

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its

obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of

the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

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

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

Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

10.3 Insurance

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

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. **BINDERS ARE UNACCEPTABLE**. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10

shall not be affected by any other policy of insurance, which the City may carry in its own name.

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

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

10.3.3 Commercial General Liability

- A. Limits of Liability:
- | | |
|---|-------------|
| Bodily Injury and Property Damage - Combined Single Limit | |
| Each Occurrence | \$1,000,000 |
| Project Aggregate | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Personal Injury | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |
- B. Endorsements Required:
- City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Owners and Contractors Protective Liability
 - 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: - N/A

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 AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED".

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

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

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

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

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

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

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

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

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

11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance of work on each Task Order, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

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

appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

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

ARTICLE 12 – INDEMNIFICATION

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

warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

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

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

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

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

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

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Time for the City to Approve Contract Amendment: Should the cumulative amount of the executed Task Orders exceed the Contract Price, a Contract Amendment must be approved by the City Commission authorizing additional funding for this Contract.
- 14.2 Should the cumulative amount of the executed task orders exceed the Contract Price, a Contract Amendment must be approved by the City Commission authorizing additional funding for this Contract.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for two (2) years from the date of Commission award subject to two (2) one (1) year renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs.

Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

- 15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

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

such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

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

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

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount

determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

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

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

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

17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

- 17.6 Where the Contractor's service has so been terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to

address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with copies to:

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

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

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

ARTICLE 21 – GOVERNING LAW

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

ARTICLE 22 – MISCELLANEOUS

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

- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 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.
- 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 Attorney Fees: If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

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

Contractor shall:

1. Keep and maintain public records 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.

Micro-Surfacing Project
(Contractor)
Project 12301

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 _____, 2017, 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 aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the 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 City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road. 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

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.

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**SECTION 335
MICRO SURFACING**

335-1 Description

Construct a micro surfacing pavement with the type of mixture specified in the Contract Documents. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

335-2 Materials

335-2.1 Emulsified Asphalt:

335-2.1.1 General Requirements:

Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

335-2.1.2 Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

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Table 335-1 Quality Tests for Emulsified Asphalt		
AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation ⁽¹⁾	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

335-2.1.3 Sampling, Certification, and Verification:

For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. A pretest number will then be assigned by the Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Engineer.

335-2.2 Aggregate:

335-2.2.1 General:

Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is: <http://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

335-2.2.2 Aggregate Quality Tests:

In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

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Table 335-2 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na ₂ SO ₄ or 25% Maximum using MgSO ₄
AASHTO T 96	Abrasion Resistance ⁽¹⁾	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

335-2.2.3 Gradation Requirements:

When tested in accordance with FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 335-3, Column II.

Table 335-3 Mix Design Gradation Requirements		
Sieve Size	Type II Mix Design Range Percent Passing	Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100	N/A
No. 4	90 – 100	± 5%
No. 8	65 – 90	± 5%
No. 16	45 – 70	± 5%
No. 30	30 – 50	± 5%
No. 50	18 – 30	± 4%
No. 100	10 – 21	± 3%
No. 200	5 – 15	± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

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The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 335-3, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

335-2.3 Mineral Filler:

If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 335-5.

335-2.4 Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

335-2.5 Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

335-2.6 Crack Filler:

Utilize a crack filler meeting the material requirements of Developmental Specification Section 305.

335-3 Mix Design:

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five (5) similar projects and have been developed using the specific materials to be used on the project. The mix design shall be developed by a laboratory that is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing micro surfacing mixtures.

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Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4 Mix Design Testing Requirements		
ISSA Test No.	Property	Specification Requirements
ISSA TB-139 ⁽¹⁾	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft ² Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	50 g/ft ² Maximum 75 g/ft ² Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113 ⁽¹⁾	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5 Mix Design Component Material Requirements	
Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed

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Water	As required to produce proper mix consistency
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The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, co-mingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

335-4 Equipment:

335-4.1 General:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

335-4.2 Mixing Equipment:

Use a machine specifically designed and manufactured to place micro surfacing. Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

335-4.3 Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

335-4.4 Spreading Equipment:

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Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

335-4.4.1 Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

335-4.4.2 Rut-filling Equipment:

When required by the Contract Documents, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. When rutting or deformation is less than 1/2 inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1 1/2 inch in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

335-4.5 Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

335-5 Calibration:

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the

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Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

335-6 Weather Limitations:

Do not apply micro surfacing if either the pavement or air temperature is below 50°F. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

335-7 Surface Preparation:

335-7.1 General:

Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with Contract Documents. Immediately prior to applying the micro surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. Protect manholes, valve boxes, drop inlets and other service entrances from the micro surfacing mixture by a suitable method. The Engineer will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

335-7.2 Cracks:

Pre-treat any cracks in the surface of the pavement with a crack filler meeting the requirements of FDOT Developmental Specification Section 305 prior to the application of the micro surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing.

335-7.3 Rumble Strips:

Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

335-7.4 Tack Coat:

Place a tack coat on all collector roads prior to constructing a micro surfacing course. A

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tack coat is not required on residential roads or between the leveling (scratch) course and the surface course provided the surface course is placed within 30 days of the leveling (scratch) course. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the tack evenly at a rate of 0.05-0.15 gal/yd².

335-8 Application.

335-8.1 General:

Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd² area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

335-8.2 Rate of Application.

The average application rate shall be in accordance with Table 335-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within ± 2 lbs/yd² of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 335-6 Application Rates			
AGGREGATE TYPE	LOCATION	APPLICATION RATE⁽¹⁾	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 20-24 lbs/yd ²	Double Application (two lifts): Bottom: 14-18 lbs/yd ² Top: 16-20 lbs/yd ² Total: 30-34 lbs/yd ²

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	Scratch or Leveling Course	As Required --- 12 lb/yd ² (minimum)
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(1) Application rates are based upon the weight of dry aggregate in the mixture.

335-8.3 Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the micro surfacing and the adjacent pavement does not exceed 1/4 inch.

335-8.4 Mix Stability:

Produce a micro surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

335-8.5 Handwork:

Utilize hand squeegees to provide complete and uniform coverage of micro surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

335-8.6 Lines:

Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

335-8.7 Cleanup:

Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis,

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remove any debris resulting from the performance of the work.

335-8.8 Post Sweeping:

If required by the Engineer, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the Engineer, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

335-9 Quality Assurance:

335-9.1 Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 335-7.

Table 335-7 Aggregate and Emulsified Asphalt - Acceptance Limits	
Aggregate	Tolerance from Mix Design Target Values
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	
Residual Asphalt Content of Mixture	± 0.6 percent

335-9.2 Application Rate:

Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 335-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for micro surfacing application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd² rate less than the "Total" specified range. For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient

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area at full plan width and depth at no additional cost.

335-10 Basis of Payment:

335-10.1 General:

The micro surfacing shall be paid for at the Contract unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all micro surfacing work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

335-10.2 Payment Items:

Payment will be made under:

Item No. 335-1	Micro surfacing	Per square yard
Item No. 335-2	Rut fill/scratch course	Per ton

Experience:

All bidders and their subcontractors shall be FDOT prequalified. Bidders must submit with the bid a minimum of five Micro Surfacing project references from a City or County in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Warranty:

The Contractor shall provide the City upon final acceptance of the micro surfacing work, a warranty period of three years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City.

STRIPING:

I. DESCRIPTION

This work shall consist of furnishing and installing thermoplastic preformed pavement markings in accordance with this provision and in reasonably close conformity with the dimensions and lines established by the Engineer and/or as existing before resurfacing.

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II. MATERIALS – GENERAL

The contractor shall furnish and install thermoplastic pavement markings as detailed in the line items and shall refer to the Florida Department of Transportation Standard Specification for Road and Bridge Construction 2010, 700, 709, 710, and 711

The Contractor shall furnish and install temporary pavement striping at the end of each day's work when directed by the Engineer to do so. The striping shall consist of double yellow lines six inch (6") white lines six inch (6") and 24 inch (24") white stop bars.

The double yellow lines shall be fifty feet (50') in length and will be placed at intersections having stop signs. Basis of payment shall be at the unit price bid per lineal foot to furnish six inch (6") wide double yellow lines (e.g., a double yellow line fifteen feet (15') in length will require thirty feet (30') of material; payment will be made for fifteen feet (15') of double yellow line).

UTILITY BOX ADJUSTMENTS:

The Contractor is responsible for adjusting (raising and lowering) all City's valve boxes and (raising) all City's manholes and inlets as per Items 8, and 9 of the contract proposal. Manholes that are higher than existing grade will be adjusted (lowered) by City forces. Manhole castings are to have the capability of expanding to precisely fit each manhole frame. This feature allows for any dimensional variances. Single-bolt split ring with four (4) bolt construction.

1. Cast Ductile Iron Base
2. Fabricated Steel Back Support
3. Steel Reinforcing Bar: Cold rolled steel bar welded to upper edge of the steel back prevents bending and deterioration from an H-20 wheel loading or repeated removal and insertion of the manhole cover.
4. Stainless Steel Expansion and Elevating Bolts
5. Vinyl Gasket
6. Safe Tite Seal: An advanced polymer lining bonded to the outside walls of the extension ring which grips the original manhole frame. This allows for shock to be evenly dispersed without loosening the bond.

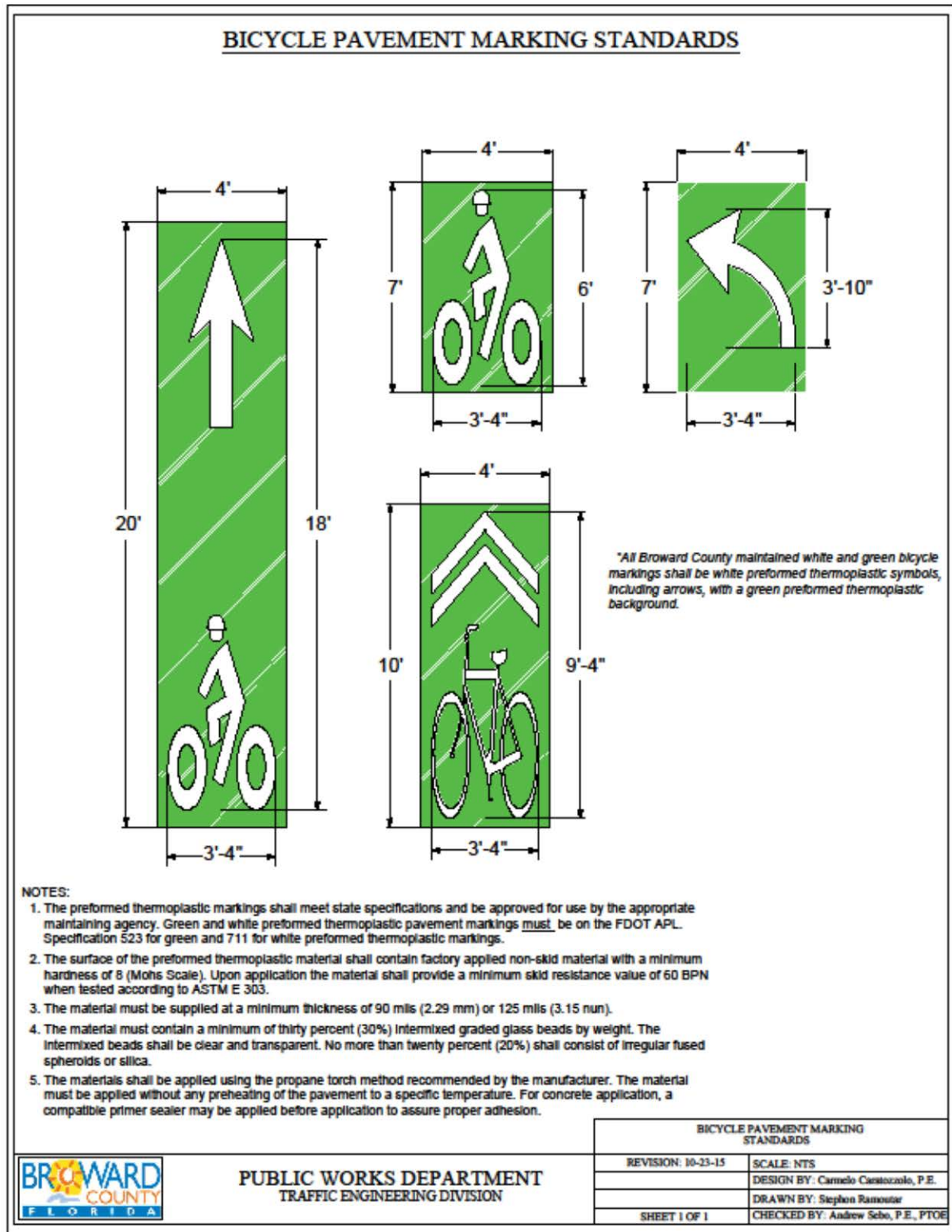
All other utility boxes shall be adjusted by the respective utility company. In locations where adjustment has not been performed, it shall be the Contractor's responsibility to lay a bond-breaker material over the utility box before resurfacing, then remove the fresh Microsurface placed over the utility box access hole after resurfacing.

The City reserves the right to reject work where utility boxes are covered over.

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GENERAL REQUIREMENTS

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- A. A brief description of the Work is stated in the INVITATION TO BID. To determine the full scope of the project or any particular part of the project, coordinate the applicable information in these Contract Documents and review the available project drawings.
- B. Project specific drawings if necessary will accompany each separate Task Order (TO) under this contract and will become part of the specification. If specifications are not issued with the individual task order, the requirements set forth in the specifications for the award of this contract shall apply for each separate, subsequent associated Task Order. If a conflict occurs between the individual task order specification and the Contract specifications, the most stringent requirement shall apply. Unless indicated in the specific statement of work / task order, for task orders with a value less than \$750,000 with a duration less than six (6) months, specifications 01 32 16.00 25 Construction Progress Schedule and 01 45 00.10 25 Quality Control For Minor Construction shall apply; for task orders with a value equal to and greater than \$750,000 and a duration equal to or greater than six (6) months, specification sections 01 32 17.00 25 Network Analysis Schedules and 01 45 00.00 25 Quality Control shall apply. Additionally, when work is in the vicinity of the airfield, specification 01 35, 13.00 25 Special Project Procedures shall apply. Contractor shall immediately check furnished drawings and specs for each task order package and notify the CITY ENGINEER of any discrepancies.
- C. Location: The work under each task order associated with this contract may be located anywhere within the City of Fort Lauderdale.
- D. Project Environmental Goals: Contractor shall distribute copies of the Environmental Goals to each subcontractor and the City Engineer. The overall goal for design, construction, and operation is to produce a facility/building that meets the functional program needs and incorporates the principles of sustainability. Specifically:
 - 1. Preserve and restore the site ecosystem and biodiversity; avoid site degradation and erosion. Minimize offsite environmental impact.
 - 2. Use the minimum amount of energy, water, and materials feasible to meet the design intent. Select energy and water efficient equipment and strategies.
 - 3. Use environmentally preferable products and decrease toxicity level of materials used.
 - 4. Use renewable energy and material resources.

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5. Optimize operational performance (through commissioning efforts) in order to ensure energy efficient equipment operates as intended.
 6. Consider the durability, maintainability, and flexibility of building systems.
 7. Manage construction site and storage of materials to ensure no negative impact on the indoor environmental quality of the building.
 8. Reduce construction waste through reuse, recycling, and supplier take-back.
- E. Work under this Contract shall be performed by the Contractor as required by the City of Fort Lauderdale (City). Work will be authorized by a Notice to Proceed (NTP) issued to the Contractor. The Contractor shall complete all work within the number of calendar days stipulated in the Contract or task order unless an extension in the time of completion is granted by the CITY'S ENGINEER, as stated in the Instructions to Bidders. Upon satisfactory completion of the work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all work done.
- ~~F. Occupancy of Premises: Building(s) will be occupied during performance of work under this Contract. Before work is started, the Contractor shall arrange with the CITY ENGINEER a sequence of procedure, means of access, space for storage of materials and equipment, use of approaches and any potential impacts to traffic and/or installation operations. NOT USED~~
- G. Existing Work: In addition to requirements to protect existing vegetation, structures, equipment, utilities or other improvements, remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which will remain. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the CITY'S ENGINEER. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.
- H. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.
- I. The Contractor shall become familiar with the existing operating conditions of the City's water system, sewage transmission system and pumping stations and take such into consideration in planning and scheduling work. No extra claims shall be made for work required to achieve conditions beyond those obtainable under normal operation of the existing transmission, collection and pumping facilities necessary to accomplish the Work.
- A. Contractor shall be required to submit a Maintenance of Traffic (MOT) plan for work in the county and state highways and City streets. Contractor shall coordinate with MOTs for nearby or highway work and obtain approval for all traffic control as required by the permits contained elsewhere in this Section.

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Ver. 1.0 brh 6/17**PART 2 SEQUENCE OF OPERATIONS****2.01 SCHEDULING**

- A. General: Prepare and submit schedule in accordance with the provisions of Section 013200, Construction Progress Documentation.
- B. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the CITY'S ENGINEER to develop an approved work schedule, which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times, and at no additional cost to the City. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.
- C. No work shall be started until the Contractor has received approved shop drawings, established material/delivery dates for all equipment, and received approval of the construction schedule from the CITY'S ENGINEER. The Contractor shall have sufficient manpower, equipment, and material to complete the project.
- D. No work shall commence without express consent of the CITY'S ENGINEER.
- E. If a privately owned staging area is required, no work shall commence until approval of the facility is obtained from City Planning and Zoning in accordance with Section 47-19.2 of the Unified Land Development Regulations. Submit a copy of the approval and agreement to the CITY'S ENGINEER.
- F. Special Scheduling Requirements: Have materials, equipment, and personnel required to perform the work at the site prior to the commencement of the work. The Contractor shall conduct his operations so as to cause the least possible interference with normal operations of the activity. Permission to interrupt any Activity roads, railroads, and/or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption. The work under this IDIQ contract may require special attention to the scheduling and conduct of the work in connection with existing operations. Special scheduling requirements will be indicated in each individual task order (TO). As indicated in the TO identify on the construction schedule each factor which constitutes a potential interruption to operations.

2.02 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization shall be included in the lump sum price indicated in the Proposal for the project.

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2.03 COORDINATION

- A. Contractor shall cooperate in the coordination of separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the CITY'S ENGINEER.

2.05 OPERATION OF EXISTING SYSTEM PROHIBITED

- A. At no time is the Contractor to undertake to close off any utility lines or open valves or take any other action, which would affect the operation of existing systems. The City's operations crew will operate all valves. Provide at least one business day notice to City prior to any operations.

PART 3 SITE CONDITIONS

3.01 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions, the character 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 this Contract.
- B. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the City.

3.02 INFORMATION ON SITE CONDITIONS

- A. General: Information obtained by the CITY'S ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, as applicable, and similar data will be available for inspection at the office of the CITY'S ENGINEER upon request. Such information is offered as supplementary information only. The CITY'S ENGINEER does not assume any responsibility for the completeness or interpretation of such supplementary information.

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3.03 UTILITIES

- A. The Contractor shall be responsible for determining and/or confirming, at his cost, the locations of all utilities within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.
- B. The Contractor shall contact potentially affected utilities as provided in Section 010600, Regulatory Requirements & Permits.
- C. The Contractor shall contact Sunshine State One Call at 811 or visit www.callsunshine.com at least 2 business days (10 business days for water crossings) prior to any excavation and make arrangements for locating all utilities in the project area.
- D. Utility Cutovers and Interruptions: Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and City holidays. Conform to procedures required in the paragraph "Work outside Regular Hours." Ensure that new utility lines are complete, except for the connection, before interrupting existing service. Interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, compressed air, and CATV or other communications shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours."

3.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to utilities, telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor with the owner of the utility affected.
- B. Notify all utility offices, which are affected by the construction operation at least 2 business days in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage, which may result from the construction operations under this Contract.
- D. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the Work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any

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- water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. In the event the Contractor encounters water service lines or sewer laterals that interfere with trenching, he may, by obtaining prior approval of the property owner, and the CITY'S ENGINEER, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.
- G. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the City's Engineer.
- H. Telephone and communications drops and signal systems may extend throughout the project area. Properly located cable, conduit, interface equipment, pull or junction boxes and other signal or systems equipment damaged by the Contractor shall be replaced at the Contractor's expense.
- a. Damaged cable shall be replaced as an entire run, from junction box to junction box.
 - b. Notify Broward County Engineering two business days in advance of the need to remove traffic detection loops.
 - c. Contractor shall verify marked cables and signal systems prior to excavation.

3.05 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the City. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the City of any damaged underground structure, and make repairs or replacements before backfilling.
- C. Without additional compensation, the Contractor may remove and shall replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the Contractor's operations.

3.06 EASEMENTS AND WORK ON PRIVATE PROPERTY

- A. Where portions of the work are located on public or private property, easements and permits will be obtained by the City, except as otherwise noted in these Specifications. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the City. It shall be the Contractor's

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- B. responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The Contractor shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the City or street rights-of-way, shall be the responsibility of the Contractor as specified herein. The Contractor shall provide immediate notice to the owner of any damage to fencing and provide temporary fencing as required to provide a functionally similar level of security. The Contractor shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the City's Engineer, the Contractor will be required to furnish the City with written releases from property owners or public agencies where side agreements or special easements have been made by the Contractor or where the Contractor's operations, for any reason, have not been kept within the construction right-of-way obtained by the City or the street right-of-way.
- C. The Contractor shall be responsible for all damage to private property where work related activities have occurred without proper easement or authorization. The City may withhold payment to the Contractor pending resolution of any claims by private owners.
- D. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the Contractor shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.
- E. Prior to removing an existing structure or item, provide written notice to the Owner at least 14 days in advance of the anticipated removal.
- F. The Contractor shall not engage in private construction activities within the project area without the presence of a contract with the private owner of the property containing a hold harmless clause protecting the City from any and all damages that occur during the performance of the privately authorized work.

PART 4 SAFETY AND CONVENIENCE**4.01 SAFETY AND ACCESS**

- A. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the City's Engineer.
- B. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other

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- C. hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained, and in a fully operational state at all times.
- D. The Contractor shall notify all residences and businesses of planned construction at least 5 (five) business days prior to the start of work in the block where they are located. Such notices shall be brochures or door-hangers with sufficient information to describe the extent and duration of the planned work. Notification activities shall be coordinated with the CITY'S ENGINEER.
- E. Homeowners and business owners shall be provided reasonable access. The Contractor shall provide temporary sidewalks, bridges or driveway access, including safe passage over open excavations as required.

4.02 ACCIDENT REPORTS

- A. In addition, the Contractor must promptly report in writing to the CITY'S ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the CITY'S ENGINEER.
- B. If a claim is made by anyone against the contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the CITY'S ENGINEER, giving full details of the claim.

4.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the work, and the Contractor shall provide proper facilities for such access and inspection.

4.04 PROTECTION OF PROPERTY

- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least two business days in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 2 hours, unless the Contractor has made special arrangements with the affected persons.
- B. The Contractor shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the CITY'S ENGINEER, and the City.

4.05 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of

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the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

4.06 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the Owner's approval of MOT plan. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. MOT plans that result in restricted access for emergency vehicles must be submitted and approved 2 weeks prior to the proposed closing with separate and specific notification made to the ENGINEER to provide for appropriate agency coordination.
- B. The Contractor shall leave a night emergency telephone number or numbers with the police department, the Engineer, and the Owner, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.
- C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the U.S. Postal Service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

PART 5 PRESERVATION, RESTORATION, AND CLEANUP

5.01 SITE RESTORATION AND CLEANUP

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the Work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace excavated areas as specified in Section 02221, Trench Excavation and Backfill, raked and graded to conform to their original contours.

5.02 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain. Grassed areas shall be restored as specified.

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5.03 HISTORIC PRESERVATION

- A. The Contractor shall coordinate with the historic preservation representative supplied by the owner for initial excavation operations. If the project work should uncover prehistoric or historic artifacts associated with Native American cultures, early colonial cultures, or American settlements, all project activities in the area shall cease immediately.
- B. All such discoveries shall be reported to the Division of Historical Resources. Review and Compliance Section at (800) 847-7278.
- C. Project activities in the affected area cannot resume without authorization from the Division of Historic Resources.

PART 6 PERMITS

6.01 GENERAL

- A. City has prepared the following application for the Contractor to submit and obtain Permit:
 - a. Not Applicable for this project.
- B. Permits to be obtained by the Contractor include, but are not limited to the following:
 - a. Local, County, and State contracting licenses.
 - b. MOT approval from local, county, and state agencies as required.
 - c. Broward County Planning and Environmental Regulation Division (BCPERD): Dewatering permit, including National Pollution Discharge Elimination System (NPDES) permit if required.
 - d. Environmental Resource Permit if necessary.
- C. The Contractor shall comply with all applicable permit conditions.

END OF SECTION

MEASUREMENT AND PAYMENT

010250-1
Ver. 1.0 crb 10/15**SECTION 001025 - MEASUREMENT AND PAYMENT****PART 1 GENERAL****1.01 SUBMITTALS**

- A. See Section 013300, Submittal Procedures, and all other references to document submittals. Submittals shall include, but are not limited to:
 - 1. Schedule of Values: Submit schedule on OWNER's form.
 - 2. Application for Payment.
 - 3. Final Application for Payment.

1.02 SCHEDULE OF VALUES

- A. Prepare a schedule of values for the Work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:
 - 1. Reflect schedule of values format included in conformed Bid Form.
 - 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
 - 3. Break down by Divisions 2 through 16 with appropriate subdivision of each Specification.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
- E. Summation of the complete schedule of values representing all the Work shall equal the Contract Price.

1.03 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of CONTRACTOR.
- B. Use detailed Application for Payment Form provided by OWNER.
- C. Include accepted schedule of values for each portion of Work and the unit price breakdown for the Work to be paid on unit price basis, and a listing of OWNER-selected equipment, if applicable, and allowances, as appropriate.

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D. Preparation:

1. Round values to nearest dollar.
2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.
3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by OWNER.

1.04 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by CONTRACTOR and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to CONSTRUCTION MANAGER or OWNER's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by CONSTRUCTION MANAGER. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.

MEASUREMENT AND PAYMENT

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- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the CONSTRUCTION MANAGER.

Item	Method of Measurement
AC	Acre—Field Measure
CY	Cubic Yard—Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each—Field Count
GAL	Gallon—Field Measure
HR	Hour
LB	Pound(s)—Weight Measure by Scale
LF	Linear Foot—Field Measure
LS	Lump Sum—Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton—Weight Measure by Scale (2,000 pounds)

1.05 PAYMENT

A. General:

1. Progress payments will be made monthly.
2. The date for CONTRACTOR's submission of monthly Application for Payment.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected or unused material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by OWNER.
6. Material remaining on hand after completion of Work.

1.07 MOBILIZATION

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- A. ~~See Section 01505, Mobilization, for payment limitations. All environmental compliance matters except for erosion control system shall be included in Mobilization.~~ **NOT USED**
- B. Payment for mobilization will be made at an allowance price named in the Bid Schedule. Payment for mobilization will be made in equal monthly amounts during the duration of the original Task Order time.

1.08 MAINTENANCE OF TRAFFIC (M.O.T.)

- A. See Section 015700, Traffic Regulations, and all other references to traffic control and maintenance, as well as parking control and maintenance in this document and any regulatory requirements.
- B. ~~Payment for maintenance of traffic will be made at an allowance price named in the Bid Schedule. Payment for maintenance of traffic and parking activities will be made in equal monthly amounts during the duration of the original contract time.~~ **Not used**

1.09 DEMOLITION

- A. ~~Measurement for payment to remove and dispose of existing hardscape elements will be based on a lump sum inclusive of all work on the Landscape drawings.~~
- B. ~~This lump sum payment for removal and disposal of existing hardscape elements as indicated on the Design Drawings shall constitute full compensation for the removal and disposal of all concrete, asphalt or structures. This includes, but is not limited to sidewalks, curbs, aprons, concrete collars, brick pavers, and all other miscellaneous concrete as directed by the ENGINEER. Existing structures will not be compensated under this line item.~~ **Not used**

1.10 PAVING AND DRAINAGE

- A. Measurement for payment to furnish and install drainage structures, inlets or top slabs, connections, and paving in addition to all required connections, modifications and cleaning of drainage facilities will be based on the line items provided for each item of work for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing, modifying or cleaning all drainage appurtenances in the design drawings which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

1.11 WATER AND SEWER(Not applicable for this project)

- A. Measurement for payment to furnish and install all water and sewer items will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.

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- B. Payment for furnishing and installing all water and sewer items shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

1.12 STRUCTURES (Not applicable for this project)

- A. Measurement for payment to furnish and install all shade structures and other structures, will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing shade structures and other structures, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.13 AMENITIES (Not applicable for this project)

- A. Measurement for payment to furnish and install all amenities will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all amenities shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.14 LANDSCAPING

- A. Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.15 ELECTRICAL(Not applicable for this project)

- A. Measurement for payment to furnish and install all electrical equipment and conduits, will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all electrical equipment and conduits, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.16 PERMIT FEES

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- A. Measurement for payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance for permit fee amounts shown on the bid schedule is an estimate of permit fees required for the project and is a cost pass through item. The permit fees are based on allowances and OWNER will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the ENGINEER will be paid as part of this bid item.
- B. Because payment for permit fees will be paid as part of this bid item, payment for permit fees will not be paid as part of mobilization.

1.17 CONSIDERATION FOR INDEMNIFICATION (OWNER/ENGINEER)

- A. Measurement for payment for indemnification of the OWNER and ENGINEER will be based upon the lump sum named for such work, all in accordance with the requirements of the contract documents.
- B. Payment will be twenty-five dollars for consideration for indemnification named in the bid schedule and shall constitute full compensation for indemnifying the OWNER and ENGINEER as specified in the contract documents.

1.18 ALLOWANCE FOR FPL/COMCAST/AT&T

N/A for this project

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION (Not Applicable)****END OF SECTION**

SUMMARY OF WORK

010100-1
Ver. 1.0 brh 5/17**SECTION 010100 - SUMMARY OF WORK****PART 1 GENERAL****1.01 SCOPE****A. City of Fort Lauderdale**

1. City's Representative/Engineer: *Barbara R. Howell, Project Manager I*
2. Project Description: The work under this contract shall consist of furnishing all labor, materials, equipment and incidentals necessary to install 140,000 square yards (SY) Type II Microsurfacing pavement, thermoplastic pavement markings, symbol pavement markings, and other items quantified in the proposal pages of this contract.
3. Project Location: City-wide

1.03 NOTICE TO BIDDERS

- A. The successful bidder, in order to be considered responsive, must possess the appropriate License as described in the Contract Documents.
- B. It should also be noted that the successful bidder will, at the time of the pre-construction conference, be required to show that each of the CONTRACTOR'S subcontractors is in compliance with the City's Code of Ordinances.

1.04 SITE INVESTIGATION

- A. The CONTRACTOR, by virtue of signing the Contract and any associated Task Orders, acknowledges that CONTRACTOR and all subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; disposal, handling and storage of materials; access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate the site conditions shall not be grounds for additional compensation.
- B. Soil boring information will not be furnished to the CONTRACTOR. The CONTRACTOR, by virtue of signing the Contract and associated Task Orders, acknowledges that CONTRACTOR and subcontractors have satisfied themselves as to the nature and extent of soil and (underground) water conditions on the project site. No additional payment will be made to the CONTRACTOR because of differences between actual conditions and those shown by the boring logs.

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1.05 WORK BY OTHERS

- A. Concurrent Work by Other CONTRACTORS: The CONTRACTOR'S attention is directed to the fact that other CONTRACTORS may conduct work at the site during the performance of the WORK under this Contract. The CONTRACTOR shall conduct its operations so as to cause little or no delay to WORK of such other CONTRACTORS, and shall cooperate fully with such CONTRACTORS to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference with Work on Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.06 WORK SEQUENCE

- A. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of any parking lot or park facilities, roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, television, fiber optic lines, and telephone. Prior to commencing with the WORK, the CONTRACTOR shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities" and shall have obtained all required permits and permissions, the CONTRACTOR shall also deliver written notice to the CITY'S ENGINEER, and property occupants (private and public) of all planned disruption to roadway, driveways, temporary displacement of fences, mailboxes, street signs and traffic signs, and utilities 72 hours in advance of disruption.

1.07 WORK SCHEDULE

- A. Time is of the essence in completing this project and each associated Task Order. Because time is of the essence the CONTRACTOR shall commit the necessary resources to this project to complete it in a timely manner. Those resources may include multiple working crews, working overtime, etc. Because time is of the essence, the CONTRACTOR'S construction progress will be monitored closely on a weekly basis. The Construction progress will be measured with the approved construction schedule submitted by the CONTRACTOR. If the CITY'S ENGINEER determines that the CONTRACTOR is behind schedule based on the approved schedule's critical path, or if the schedule does not meet the Critical Path Method (CPM) requirements as specified in Section 01311, the CONTRACTOR will be required to commit those resources necessary to ensure the completion of the project in a timely manner including working overtime, adding other work crews, etc. All costs incurred to implement measures to complete the work in timely manner, including any overtime or other fees associated with required inspections, will be borne by the CONTRACTOR at no additional cost to the OWNER.

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B. REQUIRED PERIODS OF WORK SUSPENSION

1. CONTRACTOR shall shut down operations for all City Holidays, terminating production work by noon on the day preceding the holiday (or the weekend before said holiday) and not resuming operations until the start of the following week (or the day after the holiday, whichever is later). The CONTRACTOR shall ensure that the site is restored per Sections 01001 and 01010 and all areas that are off limits to the public will be clearly delineated and protected. For a full list of holidays, please refer to the City's website; however these include, but are not limited to New Year's Eve and Day, Martin Luther King's Birthday, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas.
2. The CONTRACTOR shall include these provisions in the schedule required in 01311 and there shall be no additional time granted for these work suspensions.
3. No additional compensation shall be granted for demobilization, cleaning and remobilization as a result of these work suspensions.
4. During the work suspensions, the CONTRACTOR shall remain liable for the safety and security of the project site and be available 24 hours per the Contract Documents. CONTRACTOR shall have personnel visit the site daily during these suspensions to ensure the safety and security of the site.

C. SCHEDULE

1. CONTRACTOR shall submit scheduling information for the work noted in the Contract and/or each associated Task Order, as required in Section 013200 "Construction Progress Documentation".
2. No separate payment shall be made for preparation and/or revision of the schedule.

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

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1.08 COMPUTATION OF CONTRACT TIME

- A. It is the CONTRACTOR'S responsibility to provide clear and convincing documentation to the ENGINEER as to the effect additional work will have with respect to additional contract time extension that may be justified. If additional quantities of work can be carried out concurrent with other existing construction activities without disrupting the critical path of the project then no contract time extension will be granted. The CONTRACTOR is obligated to provide documentation to the ENGINEER if additional elements of work affect the critical path of the project. If work set forth in the original scope of the project is deleted, the contract time may be reduced. This contract is a calendar day contract. While the CONTRACTOR may be granted time to suspend work operations for vacations or holidays, contract time will not be suspended. During suspensions, the CONTRACTOR shall be responsible for all maintenance of traffic and liability without additional compensation from the CITY.

1.09 CONTRACTOR USE OF PREMISES

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations. The CONTRACTOR will arrange for storage of materials and a copy of an agreement for use of other property shall be furnished to the ENGINEER.

1.10 POST AWARD KICK-OFF MEETING

- A. After the award of the Contract, a Post Award Kick-Off Meeting will be held between the CONTRACTOR, the CITY'S ENGINEER, City Staff and other interested parties. The ENGINEER will set the time and place of the conference. The purpose of this meeting is to communicate administrative and operational requirements of the Contract. The requirements for construction mobilization, quality, safety, and execution of the project will be explained and documented. Submittal requirements, project communications, schedule, quality and safety requirements will be outlined and dates set for submission of pre-construction submittals.

1.10 PRE-CONSTRUCTION CONFERENCE

- A. After the award of Contract, a Pre-construction Work Conference will be held between the CONTRACTOR, the ENGINEER, the CITY, other interested Agencies, representatives of Utility Companies and others affected by the work. The ENGINEER will set the time and place of this conference. The CONTRACTOR shall bring to the conference a copy of the proposed work schedule for the approval by the ENGINEER of the proposed methods and manner of executing the work including sequences of operation and time schedule. The work shall be performed in accordance with such schedule or approved amendments thereto.

1.11 UTILITY LOCATIONS

- A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, the CITY does not guarantee that all lines are shown, or that said lines are in their true location. It shall be the CONTRACTOR'S responsibility to

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- identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities and damages suffered as a result thereof.
- B. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. The CONTRACTOR shall pay for relocation of water mains or other utilities for the convenience of the CONTRACTOR. The CONTRACTOR shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the utility company involved.
- C. The CONTRACTOR shall schedule and coordinate their work in such a manner that they are not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- D. All overhead, surface, and underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be tolerated. The CITY reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the ENGINEER.
- E. The CONTRACTOR should be aware of the Sunshine State One Call Center, which has a free locating service for CONTRACTORS and excavators. Within forty-eight hours before excavating, dial toll free 1-800-432-4770 (or local 811), and a locator will be dispatched to the work location. CONTRACTOR shall reasonably notify other utility companies not notified by Sunshine State One Call Center.
- F. The permits listed below will be obtained for the project by the CITY prior to beginning construction (when applicable). The CONTRACTOR is responsible for compliance with any and all permit conditions. In the event that the CITY must obtain permits in addition to those listed below, the CONTRACTOR shall not have any claim for damages arising from any delay caused by the CITY'S obtaining said additional permits.
- a. BCPGMD: Surface Water License.
 - b. BCHCED General Permit
 - c. FDOT Driveway or Drainage Connection Permit
- G. Permits to be obtained by the CONTRACTOR include, but are not limited to the following:
- 1. Local, County, and State contracting licenses.

1.12 LINE AND GRADE

N/A

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1.13 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The CONTRACTOR shall carefully protect from disturbance all survey monuments, stakes and bench marks, whether or not established by CONTRACTOR, and shall not remove or destroy any surveying point until it has been properly witnessed by the ENGINEER. All major survey monuments that have been damaged by the CONTRACTOR such as section corners, 1/4 section corners; property corners or block control points shall be replaced at the CONTRACTOR'S expense with markers of a size and type approved by the ENGINEER. The replacement shall be under the supervision of a Florida Registered Land Surveyor where directed by the ENGINEER.

1.14 EQUIPMENT

- A. All equipment necessary and required for the proper construction of all facilities shall be on the construction site, in first-class working condition.

1.15 STORAGE SITES

- A. The CONTRACTOR shall furnish, at CONTRACTOR's expense, properly zoned areas suitable for field office, material storage and equipment service and storage. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. The CONTRACTOR shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

1.16 OWNERSHIP OF EXISTING MATERIALS

- A. All materials removed or excavated from the job site shall remain the property of the CITY until released by the Contract Administrator, at which time it shall become the property of the CONTRACTOR, who shall dispose of it in a manner satisfactory to the ENGINEER.

1.17 EXCESS MATERIAL

- A. Upon direction of the ENGINEER, all vegetation, debris, concrete or other unsuitable materials shall be disposed of in areas provided by the CONTRACTOR and approved by the ENGINEER. Any excess material desired to be retained by the CITY shall be delivered by the CONTRACTOR to a designated area within a 5-mile radius of the project, at no extra cost to the CITY.

1.18 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. General:
 - 1. Prior to beginning any Contract or Task Order work, the CONTRACTOR shall thoroughly photograph or have a continuous color audio-video recording taken along the entire length of the project to serve as a record of preconstruction conditions.

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1.21 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall furnish all labor and equipment and perform all work required for the prevention of environmental pollution during and as a result of the work under this contract. For the purpose of this contract, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants. Environmental pollution prevention shall be in accordance with NPDES requirements with no additional cost to the CITY.

1.22 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The CONTRACTOR shall provide all necessary traffic control devices in order to redirect, protect, warn or maintain existing vehicular and pedestrian traffic during the course of construction.

1. Construction Phasing Requirements
N/A for this project

B. TRAFFIC CONTROL

1. The CONTRACTOR is required to submit a conceptual Traffic Control Plan at the Pre-Construction Conference. This preliminary plan should identify the phases of construction that the CONTRACTOR plans to proceed with and identify traffic flows during each phase. The ENGINEER will have ten (10) days to notify the CONTRACTOR of any comments. Once the conceptual plan for maintaining traffic has been approved, the CONTRACTOR will be required to submit a detailed plan showing each phase's Maintenance and Protection Plan prior to starting construction of any phase.
2. The "Maintenance of Traffic" plan shall include pedestrian traffic as well as vehicular traffic.

It shall be the responsibility of the CONTRACTOR for any necessary Construction, Pavement Marking and Signage or any Pedestrian Signalization and/or Signal Modification to accommodate an alternate safe walk route.

3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the CITY'S ENGINEER.
4. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practical, be kept in condition for their intended uses. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no

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material or obstruction shall be placed within twenty (20) feet of any such hydrant.

5. All existing stop and street name signs will be maintained as long as deemed necessary by the CITY'S ENGINEER.
6. The CONTRACTOR shall furnish a sufficient number of protective devices to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR provides the necessary protection.
7. Any time traffic is diverted for a period of time that will exceed one-work day temporary pavement markings will be required. Existing pavement markings that conflict with the new work zone traffic pattern must be obliterated. Painting over existing pavement markings (black out) is not permitted.

1.23 MAINTENANCE AND PROTECTION OF EXISTING DRAINAGE SYSTEM

- A. It shall be the responsibility of the contractor to maintain positive drainage on the surface and to ensure that the existing underground drainage system continues to function as intended during the construction. The contractor shall follow the plans to ensure that existing catch basins and manholes are being protected during the entire phase of construction.

1.24 APPLICATION FOR PAYMENT FOR STORED MATERIALS

- A. Application for payment for stored materials may not be made by the CONTRACTOR.

1.25 SPECIAL CONDITIONS FOR CONSTRUCTION BY OTHER AGENCIES

- A. It will be the CONTRACTOR'S responsibility to coordinate construction schedules with other contractors so as to minimize disruptions, and inconveniences. The project site shall be safe at all times for construction workers and marina visitors.

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION (Not Applicable)****END OF SECTION**

UNIT PRICES

012200-1
Ver. 1.0 brh 06/17**SECTION 012200 - UNIT PRICES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is **[an amount proposed by bidders, stated on the Bid Form, as]** a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, **[applicable taxes,]** overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. City reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at City's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION****END OF SECTION 012200**ANNUAL MICRO-SURFACING CONTRACT
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CONTRACT MODIFICATION PROCEDURES

012600-1
Ver. 1.0 brh 6/17**SECTION 012600 - CONTRACT MODIFICATION PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Construction Project Manager will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included following the end of Part 3.

1.4 REQUESTS FOR INFORMATION

- A. If latent or unforeseen conditions arise that may require changes in the Work, the Contractor may submit a Request for Information to Construction Project Manager on the form included following the end of Part 3.

1.5 PROPOSAL REQUESTS

- A. City-Initiated Proposal Requests: Construction Project Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Construction Project Manager are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within ten (10) days, when not otherwise specified after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

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- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Construction Project Manager.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Construction Project Manager.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use forms acceptable to Construction Project Manager.

1.6 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.7 CHANGE ORDER PROCEDURES

- A. On City's approval of a Proposal Request, Construction Project Manager will issue a Change Order for signature of the Contractor on City's standard form. The Change Order will not be official until approved by the appropriate City Officials and signed by the City Engineer, City Manager and/or Mayor.

1.8 CONSTRUCTION CHANGE DIRECTIVE

Construction Change Directive: Construction Project Manager may issue a Construction Change Directive on AIA Document G714], EJCDC Document C-940 or form acceptable to

the Construction Project Manager. Construction Change Directive instructs Contractor to

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proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 012600**

PAYMENT

012900-1
Ver. 1.0 brh 06/17**SECTION 012900 -PAYMENT GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
 - 5. Division 01 sustainable design requirements Section for administrative requirements governing submittal of cost breakdown information required for LEED documentation.
- C. BASIS OF PAYMENT - The price for each items shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, driveways paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all above and underground obstructions not specifically named here-in: replacing in a manner satisfactory to the Engineer and or all of the above items which may be damaged beyond repair as a result of work under this contract: performing the work necessary to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.
- D. Retainage: The City shall retain a portion of each partial payment according to the following schedule:
 - 1. The City will retain ten percent (10%) of all monies earned by Contractor until the work is fifty percent (50%) complete.
 - 2. After the work is fifty percent (50%) complete, the City will retain five percent (5%) of all monies earned by Contractor until project is complete and final payment is issued.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract

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- B. Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. City's Form - Periodic Estimate for Partial Payment.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 2. Submit the Schedule of Values to City Representative at earliest possible date but no later than **seven (7)** days before the date scheduled for submittal of initial Applications for Payment.
 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Project Number
 - c. Contractor's name and address.
 - d. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

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- a. Include separate line items under Contractor and principal subcontracts for LEED Documentation and other requirements as required. Project closeout requirements in an amount totaling no more than **five (5%) percent** of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7.
8. ~~Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line item value of unit cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.~~
9. ~~Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.~~
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as General Conditions expense, at Contractor's option.
10. ~~Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.~~

1.5 APPLICATIONS FOR PAYMENT

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.
- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by an updated project schedule. The schedule must show the originally accepted construction schedule and milestone and the current percentage complete for each using a gphant chart format. A vertical red line should indicate that progress date. The project's critical path should be clearly indicated by red bars. Any

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- D. approved change orders should be reflected in the schedule.
- E. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
 2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach his partial release of lien.
 3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the asbestos contractor and the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- F. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- G. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- H. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- I. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
 2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- J. Release of Lien: With each Application for Payment, submit release of lien from every entity lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final release of lien.
 3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- K. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

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1. List of subcontractors.
 2. Schedule of Values.
 3. LEED submittal for project materials cost data.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Products list.
 6. LEED action plans.
 7. Schedule of unit prices.
 8. Submittals Schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire City's insurance.
 18. Initial settlement survey and damage report if required.
- L. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
1. Defective Work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
 4. Damage to another contractor not remedied.
 5. Liquidated damages and costs incurred by City and/or Consultant for extended construction administration.
 6. Failure of Contractor to provide any and all documents required by the Contract Documents.
- M. No partial payment estimate will be processed for any contract which is beyond the contract completion date. After a contract runs past the completion date, only a final payment will be made when all work is complete.
- N. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Evidence that claims have been settled.
 5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when City took possession of and assumed responsibility for corresponding elements of the Work.

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6. Final, liquidated damages settlement statement.
- O. The acceptance of final payment shall constitute a waiver of all claims by contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.
- P. If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the City has reason to suspect the same, the City may withhold such balance and, upon written evidence satisfactory to the City as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 012900**

PROJECT MANAGEMENT AND COORDINATION

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Ver. 1.0 brh 6/17**SECTION 013100
PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. Coordination Drawings.
 2. Special Project Procedures
 3. Administrative and supervisory personnel.
 4. Project meetings.
 5. Requests for Interpretation (RFIs).
 6. ~~Use of Oracle Unifier Project Management System~~
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
1. Division 01 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
 2. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 3. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 4. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
 5. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

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- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of

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dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Construction Project Manager for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).
 3. Number of Copies: Submit two opaque copies of each submittal. Construction Project Manager will return one copy.
 - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Construction Project Manager will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A or form approved by the Construction Project Manager to Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
- C. Key Personnel Names: Within ten (10) days of contract award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 SPECIAL PROJECT PROCEDURES

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions, "Contractor to Check Plans and Data," Section GC-10
- B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale. No scale measurements shall be used as a dimension for construction. Dimensions on all

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drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.

- C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.
1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
 2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
- D. Plans and Specifications Acknowledgment by Subcontractors and Suppliers: All Subcontractors and suppliers must submit, through the General Contractor to the City Engineer, a statement on their individual letterhead stationary, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
1. Has received or reviewed a FULL set of approved plans and specifications for the project,
 2. Is aware that items concerning their particular trade may be shown and/or detailed in other trades or sections of the plans and specifications, and
 3. Will comply with said plans, specifications and all applicable codes and permit requirements.
- E. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.
- F. The Subcontractor will not be permitted to start work, nor will any Shop drawings/submittals be accepted for review from a supplier until this letter of acknowledgment is received and approved by the General Contractor and City Engineer. Also, the City will not process any pay request for the work of any Subcontractor or Supplier whose acknowledgment letter is not on file with the City.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. The Contractor shall employ a competent superintendent who can communicate with spoken English, and who shall be in attendance at the site full-time when any work is in progress. The superintendent shall be satisfactory to the City's Engineer and shall not be changed except with the consent of the City's Engineer.

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- B. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Project Manager of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Construction Project Manager, within 48 hours of the completion of the meeting.
 - a. Minutes from all meetings shall be prepared by the Contractor, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
 - b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all ongoing minutes until it is resolved.
 - c. Minutes shall be typewritten within 24 hours from the completion of the meeting. They shall immediately be delivered electronically to all parties present and followed by a copy through the mail to the Construction Project Manager.
 - d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved
- ~~B. Initialization Meeting: Within ten (10) days of notification of contract award, the Contractor, the Construction Project Manager, the Designer of Record, and other assigned City's staff shall meet. The purpose of this meeting will be to quantify and clarify all items that must be presented by the Contractor at the Preconstruction meeting. The Contractor shall submit a schedule of values for the Project at this meeting for review by the City. The City's comments will be presented to the Contractor at the pre-construction meeting.~~
- C. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Construction Project Manager, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:
1. Distribute and discuss list of major Subcontractors
 2. Tentative construction schedule
 3. Phasing
 4. Critical work sequencing and long-lead items
 5. Relation and coordination of Prime Contractor
 6. Designation of key personnel and their duties
 7. Procedures for processing field decisions and Change Orders
 8. Procedures for RFIs
 9. Procedures for testing and inspecting
 10. Adequacy of distribution of contract documents
 11. Submittal of Shop drawings, project data, and samples

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- ~~12. LEED requirements~~
 13. Procedures for maintaining Record documents
 14. Use of premises and existing building
 15. Protection of existing construction including landscape materials
 16. Work restrictions
 - ~~17. City's occupancy requirements~~
 18. Responsibility for temporary facilities and controls
 - ~~19. Procedures for moisture and mold control.~~
 20. Procedures for disruptions and shutdowns.
 21. Major equipment deliveries and priorities
 22. Construction waste management and recycling
 23. Parking availability
 24. Office, work and storage areas.
 25. Working hours
 26. Safety and first-aid procedures
 27. Security procedures
 28. Housekeeping procedures including progress cleaning.
 - ~~29. Schedule of values.~~
 30. Processing of payments or contract.
- D. ~~LEED Coordination Conference: City will schedule and conduct a LEED coordination conference before starting construction, at a time convenient to City, Construction Project Manager, Consultants and Contractor. NOT USED~~
1. ~~Attendees: Authorized representatives of City, City's Commissioning Authority, Construction Project Manager, and their consultants; Contractor and its superintendent and LEED coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.~~
 2. ~~Agenda: Discuss items of significance that could affect meeting requirements for LEED certification, including the following:~~
 - a. ~~LEED Project Checklist.~~
 - b. ~~General requirements for LEED-related procurement and documentation.~~
 - c. ~~Project closeout requirements and LEED certification procedures.~~
 - d. ~~Role of LEED coordinator.~~
 - e. ~~Construction waste management.~~
 - f. ~~Construction operations and LEED requirements and restrictions.~~
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- E. ~~Pre-installation Conferences: Conduct a pre-installation conference at Project site a minimum of two (2) days before each construction activity identified on the approved construction schedule.~~
1. ~~Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Project Manager of scheduled meeting dates.~~

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2. ~~Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:~~
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. LEED Requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility problems.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written recommendations.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: The Contractor shall compile and distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- F. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of City and the Construction Project Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Review and approve minutes of previous Progress Meeting.
 - b. Contractor's Construction Schedule: Review progress since the last meeting.

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Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

c. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.

3. Minutes: General Contractor shall record the meeting minutes. These minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.

4. Reporting: Within 24 hours, distribute minutes of the meeting by electronic means to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

G. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

1. Attendees: In addition to representatives of City and the Construction Project Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting.

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Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
- c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- H. Project Closeout Conference: City shall Schedule and conduct a project closeout conference, at a time convenient to City and Construction Project Manager, but no later than 30 days prior to the scheduled date of Substantial Completion.
 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of City, City's Commissioning Authority, Construction Project Manager, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.

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- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. ~~Requirements for completing [LEED] [sustainable design] documentation.~~
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for delivery of material samples, attic stock, and spare parts.
 - g. Requirements for demonstration and training.
 - h. Preparation of Contractor's punch list.
 - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - j. Submittal procedures.
 - k. Coordination of separate contracts.
 - l. Owner's partial occupancy requirements.
 - m. Installation of Owner's furniture, fixtures, and equipment.
 - n. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

1.9 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
- 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
- 1. City Project Number
 - 2. City Project Name.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

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- C. Hard-Copy RFIs: Form at end of this Section.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Construction Project Manager's Action: Construction Project Manager will review each RFI, determine action required, and return it. Allow seven days for Construction Project Manager's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Construction Project Manager's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Construction Project Manager's action may include a request for additional information, in which case Construction Project Manager's time for response will start again.
 3. Construction Project Manager's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Project Manager in writing within 10 days of receipt of the RFI response.
- F. On receipt of Construction Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Construction Manager within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. RFI number including RFIs that were dropped and not submitted.
 4. RFI description.
 5. Date the RFI was submitted.
 6. Date Construction Project Manager's response was received.
 7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as

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appropriate.

1.10 USE OF ORACLE UNIFIER PROJECT MANAGEMENT SYSTEM

- A. General: Contractors will purchase, at a minimum, one (1) user license for Oracle Unifier. This cost of this license accounted for in accordance with Section 012100 Allowances. The Construction Project Manager will coordinate the use of this license by the contractor by assigning project user rights within the City's Unifier System.
- B. Procedure: Upon obtaining license, the Contractor shall provide the license information to the Construction Project Manager. The Construction Project Manager will provide access to project level information and the City will provide introductory training to the Contractor.
 - 1. All Submittals, RFIs, and project related correspondence will be provided through the Unifier System.
 - 2. Upon completion of the project, the license will revert to the City, unless it is deemed advantageous to the City to allow the Contractor to use the license on another contract.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 013100**

TESTING LABORATORY SERVICES

014100-1

SECTION 014100 – TESTING LABORATORY SERVICES**PART 1 GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. CONTRACTOR will employ and pay for the services of an Independent Testing laboratory to perform all required testing: (All required testing services under the Contract and Permit Documents shall be provided by the CONTRACTOR through an independent testing firm.
1. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 2. Employment of the laboratory by the CONTRACTOR for specific testing shall in no way relieve the CONTRACTOR's obligations to perform the work of the Contract as specified.
 3. The tests to be provided by the CONTRACTOR shall include, but not be limited to, the following
 - a. Density
 - b. Proctor
 - c. Limerock Bearing Ratio (LBR)
 - d. Carbonate Content
 - e. Gradation
 - f. Plastic Index and Liquid Limit
 - g. Organic Content
 - h. Concrete Compressive Strength and Slump
 - i. Asphalt Extraction
 - j. Any other tests as required to satisfy an permitting agency requirements.
- B. CONTRACTOR shall pay for all required testing, including bacteriological testing.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.

1.03 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E-329.
- C. Authorized to operate in the state in which the project is located.

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TESTING LABORATORY SERVICES

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- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of Natural Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards.
 - b. Accepted values of natural physical constants.

1.04 LABORATORY DUTIES

- A. Cooperate with OWNER's Representative and CONTRACTOR; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify OWNER's Representative and CONTRACTOR of observed irregularities of deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to OWNER's Representative, OWNER, CONTRACTOR, and one copy to Record Document File. Each report shall include:
 - 1. Date issued.
 - 2. Project title, OWNER'S project number and Parcel number.
 - 3. Testing laboratory name, address and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of fill product and specification section.
 - 9. Location of sample or test in the project area (i.e. station and offset or other relevant dimensioning).

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TESTING LABORATORY SERVICES

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10. Type of inspection or test.
 11. Results of tests and compliance with Contract Documents.
 12. Interpretation of test results, when requested by OWNER's Representative.
- E. Perform additional tests as required by the OWNER's Representative.
- 1.05 LIMITATION OF AUTHORITY OF TESTING LABORATORY
- A. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on requirements of Contract documents.
 2. Approve or accept any portion of the work.
 3. Perform any duties of the CONTRACTOR.
- 1.06 CONTRACTOR'S RESPONSIBILITIES
- A. Cooperate with laboratory personnel and provide access to work.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes, which require control by the Testing Laboratory.
- D. Furnish copies of Products test reports as required.
- E. Furnish incidental labor and facilities:
1. To provide access to work to be tested.
 2. To obtain and handle samples at the project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.

PART 2 PRODUCTS (Not Applicable)

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TESTING LABORATORY SERVICES

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PART 3 EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section.
It shall be included in the price for all other work.

END OF SECTION

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TRAFFIC REGULATIONS

01570-1

SECTION 01570 – TRAFFIC REGULATIONS**PART 1 GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, on-site access roads, and parking areas.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or specified conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals or signs required to direct and maintain an orderly flow of traffic in all areas under CONTRACTOR's control, or affected by CONTRACTOR's operations.

1.04 FLAGPERSON

- A. Provide qualified and suitably equipped flag-person when construction operations encroach on traffic lanes, as required for regulation of traffic.

1.05 FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
 - 1. To clearly delineate traffic lanes and to guide traffic.
 - 2. For use of flag-person in directing traffic.
- B. Provide illumination of critical traffic and parking areas.
 - 1. Maintain free vehicular access to and through parking areas.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.06 HAUL ROUTES

- A. Consult with OWNER and governing authorities, establish public thoroughfares

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TRAFFIC REGULATIONS

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which will be used as haul routes and site access.

- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to expedite traffic flow, to minimize interference with normal public traffic.

1.07 EMERGENCY ACCESS

- A. In order to provide protection to the workers and residents, the Contractor shall maintain emergency access to all adjacent properties at all times during construction. If a road is required to be closed to vehicular traffic and the distance of the closure exceeds 150 feet between stabilized surfaces, or prevents access to properties for a distance that exceeds 150 feet, the Contractor shall provide a 10 foot wide stabilized access way on one side of the trench capable of supporting a Fire Truck. Contractor shall also provide stabilized access ways across the trench or unstabilized area a minimum of 6 feet in width at a spacing not to exceed 100 feet capable of supporting foot traffic. These access ways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the City of Fort Lauderdale and FDOT with signage indicating that this access way is to be used by emergency vehicles only.

No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the Engineer, and it shall be the Contractor's responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition the Contractor shall provide a security guard at the site whenever the Contractor's personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operation pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the contractor shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The contractor shall maintain and keep all safety barricades, signage, flashers, and detours, in operation condition. A copy of the approved MOT plans, and details, shall be on site at all times.

- B. Measurement and payment for security guard services shall be included in the utility pipe installation unit price. Measurement for temporary emergency access ways will be paid for under the specified line item at the unit price described in the bid schedule.

PART 2 PRODUCTS (Not Applicable)

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01570-3

PART 3 EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement and payment for work under the section; it shall be included in the lump sum price bid for Maintenance of Traffic.

END OF SECTION

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CONSTRUCTION SIGN

015900-1

SECTION 015900 – PROJECT SIGN**PART 1 GENERAL**

Contractor shall furnish a 4' x 8' sign, below is a sample, not specific to the project. Sign shall be made to be weather resistant and on display for entire length of contract. Shop drawings must be submitted prior to sign construction. The exact style and design of the sign will be provided during the preconstruction meeting.



See Page 2, "Construction Sign Request Form", for information on the sign for this Project.

END OF SECTION

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Construction Sign Request Form

City of Fort Lauderdale

Bid 673-12022
P12301

Title (Bold):

Title (Not Bold):

What's Happening?

Benefits:

Number of Neighbors Benefitted:

Cost:

Month and Year of Expected Completion:

Contractor:

Phone: 954-828-8000

We're Working On:

Project Manager Signature

Date

Senior Project Manager Signature

Date

CLEANING

017100-1

SECTION 01710 – CLEANING**PART 1 GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the General Conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by cleaning material manufacturer.

PART 3 EXECUTION**3.01 DURING CONSTRUCTION**

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- C. The OWNER's Representative reserves the right to direct the CONTRACTOR to remove waste materials
- D. Mechanical Sweeping: CONTRACTOR shall maintain on site a mechanical sweeping device for removing debris from existing, temporary and permanent pavement.

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CLEANING

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3.02 DUST CONTROL

- A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Polish glossy surfaces to a clear shine.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- E. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify the entire work is clean.
- F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this section.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

END OF SECTION

EXECUTION

017300-1
Ver. 1.0 dtd 01/15**SECTION 017300 - EXECUTION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of City-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of City-accepted deviations from indicated lines and levels, and final cleaning.
 - 4. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
 - 5. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.

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- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan: Submit plan describing procedures at least **ten (10)** days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- E. Certified Surveys: Submit two copies signed by land surveyor.
- F. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is licensed by the State of Florida and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or those results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.

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- c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
- a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed

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surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 1. Description of the Work.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having

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jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

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- A. Identification: City will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of **two (2)** permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.
- E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

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4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing

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- materials.
- b. Restore damaged pipe covering to its original condition.
- 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a watertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 CITY-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for City's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by City's construction forces.
 - 1. Construction Schedule: Inform City of Contractor's preferred construction schedule for City's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify City if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include City's construction forces at preinstallation conferences covering portions of the Work that are to receive City's work. Attend preinstallation conferences conducted by City's construction forces if portions of the Work depend on City's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

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- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in **Division 01 Section "Temporary Facilities and Controls." Division 01 Section "Construction Waste Management and Disposal."**
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

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- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.11 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

CONTRACT CLOSEOUT

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**SECTION 017800
CONTRACT CLOSEOUT****PART 1 GENERAL****1.01 SUBMITTALS****A. Informational Submittals:**

1. Submit prior to application for final payment.
 - a) Record Documents.
 - b) As-built drawings (signed and sealed hardcopies and electronic format – PDF and CAD files)
 - c) Special Bonds, Special Guarantees, and Service Agreements.
 - d) Consent of Surety to Final Payment.
 - e) Releases or Waivers of Liens and Claims.
 - f) Releases from Agreements.
 - g) Final Application for Payment: Submit in accordance with procedures and requirements stated in Section 001025, Measurement and Payment.
 - h) Spare Parts, Special Tools and Extra Materials: As required by individual Specification sections.

A. Subcontractor Identification Form:

1. Submit form with final pay request.
2. Submit a separate form for each subcontractor used.
3. For Capital Improvement Projects, submit form along with final pay request to the PCM.
4. Form is attached as a Supplement to this Section.

1.02 RECORD DOCUMENTS**A. Quality Assurance:**

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
 - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
 - b. Purpose of Project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.

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3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.
4. Prior to submitting each request for progress payment, request PCM's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by PCM to recommend whole or any part of Contractor's Application for Payment, either partial or final.

1.03 RELEASES FROM AGREEMENTS

- A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.
- B. In the Event Contractor is Unable to Secure Written Releases:
 1. Inform PCM of the reasons.
 2. Owner or its representatives will examine the site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
 3. Should Contractor refuse to perform this Work, Owner reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory Bond in a sum to cover legal claims for damages.
 4. When Owner is satisfied that the Work has been completed in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if:
 - (i) Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that Contractor has failed to fulfill terms of side agreement or special easement, or
 - (ii) Contractor is unable to contact or has had undue hardship in contacting grantor.

1.04 AS-BUILT DRAWINGS

- A. Quality Assurance
 1. As-built drawings must meet all minimum City of Fort Lauderdale CAD standards and be submitted in the latest version of AutoCAD available at the time the contract is signed.
 2. As-built drawings will be submitted in both electronic and hard copy forms as follow:
 - a. 3 hard copy sets of as-builts will be submitted on 24x36 paper signed, sealed, and dated by a Florida Professional Licensed Surveyor (PLS).
 - b. 1 CD or jump drive which will include both DWG files for the package and a PDF document including the surveyors signature and seal.
 3. As-built drawings will include the following:
 - a. PLS name, business name, license numbers, address, and telephone number

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- b. The following statement must be included:
 "I hereby certify that the as-built location information of the potable water, reclaimed water, wastewater and drainage facilities shown on these drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 5J-17.050(10)(i) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of our knowledge and belief."
- c. As-built drawings will contain the information on the design drawings (plan and profile views) plus document changes between the design and construction including correcting all information that is incorrect due to changes during construction. Incorrect or no longer relevant information will be erased or struck through. All location changes constructed materially different (one-tenth foot horizontal, one tenth vertical) than the design location will have their design location struck through and will be redrafted at the constructed location. Design drawing dimensioning will be corrected as necessary.
- 4. Drawing will be a complete set including cover sheet, index, and any other sheets included in the approved design set. Standard detail sheets are not necessary.

B. Minimum As-Built Drawing Requirements (Not applicable for this project), except in cases where a permitting agency requires an as-built.

- 1. Show the location of easements used by the water and wastewater facilities.
- 2. Indicate pipe joint locations where water and wastewater or reclaimed water piping crosses.
- 3. Indicated the length of gravity wastewater piping and actual slope between manhole centers.
- 4. Show all abandoned in place facilities including the extent and method of abandonment.
- 5. Show elevations to the nearest tenth of a foot for top of pipe for water mains, force mains, and reclaimed water mains at vertical deflection points, all bends, valves and fittings and every 200 feet along straight runs and where they cross all other facilities.
- 6. Show elevations to the nearest one hundredth of a foot for manhole rims, gravity main inverts at the manhole, force main connections to manholes, lift station top of slab, bottom of wet well, influent pipe invert and control set points.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:

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1. Promptly following commencement of Contract Times, secure from Engineer, at no cost to Contractor, one complete set of Contract Documents. Drawings will be full size.
2. Delete Engineer title block and seal from all documents.
3. Label or stamp each record document with title, "RECORD DOCUMENTS," in neat large printed letters.
4. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded. Contractor is responsible for maintaining up-to-date "red-lined" markups, on site, of all changes including revised locations of buried features and provide access to the City for review at any time.
5. All piping inserts, fittings, and valve locations shall be located by a Florida Licensed Surveyor in accordance with City of Fort Lauderdale surveying standards and per NAVD 88. Contractor shall provide adequate notice to the surveyor to ensure that all locations are accessible, prior to backfill.

B. Preservation:

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
2. Make documents and Samples available at all times for observation by PCM or Engineer.

C. Making Entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
 - a. Color Coding:
 - 1) Green when showing information deleted from Drawings.
 - 2) Red when showing information added to Drawings.
 - 3) Blue and circled in blue to show notes.
2. Date entries.
3. Call attention to entry by "cloud" drawn around area or areas affected.
4. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.

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CONTRACT CLOSEOUT

017800-5

- e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.
 - a. Clearly identify the item by accurate notes such as "cast iron drain," "galv. water," and the like.
 - b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
 - c. Make identification so descriptive that it may be related reliably to Specifications.

D.Coordination with Florida Licensed surveyor:

1. Contractor shall not cover any bends, valves, or fittings installed until they have been located by the survey crews for the purpose of preparing as-built and/or Record Drawings.
- 2.If the above conditions are not met, for any reason, Contractor shall bear the cost of potholing the constructed installation to allow for the locations.

3.02 FINAL CLEANING

- A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire site or parts thereof, as applicable.
 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner and PCM.
 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
 4. Clean all windows.
 5. Clean and wax wood, vinyl, or painted floors.
 6. Broom clean exterior paved driveways and parking areas.
 7. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
 8. Rake clean all other surfaces.
 9. Replace air-handling filters and clean ducts, blowers, and coils of ventilation units operated during construction.
 10. Leave water courses, gutters, and ditches open and clean.
 - 11.
- A. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.
- B. Meet all requirements of Section 02575, Surface Restoration.

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3.03 SUPPLEMENTS

A. The supplements listed below, following "END OF SECTION," are part of this Specification.

1. Subcontractor Identification Form.

END OF SECTION

ANNUAL MICRO-SURFACING CONTRACT
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SUBCONTRACTOR IDENTIFICATION FORM

This form shall be completed by all City of Fort Lauderdale Prime Contractors who subcontracted out any portion of his/her City contract. The form shall be forwarded to the City of Fort Lauderdale's Public Services Department (Engineering and Architectural Services) with the prime contractor's final pay request. A separate form is to be completed and submitted for each subcontractor. Please telephone (954) 761-5057 or 761-5083, if you have any questions regarding this form.

1) CITY OF FORT LAUDERDALE PROJECT NO. _____

2) PROJECT DESCRIPTION _____

3) SUBContractor _____

Business Name

Address

Telephone & Fax Nos.

Email Address/Company Website (if applicable)

4) SUBCONTRACTOR'S PRINCIPAL OFFICER _____

5) CLASSIFICATION OF WORK SUBCONTRACTED OUT _____

6) COST OF WORK SUBCONTRACTED OUT _____

7) Please check the item(s) which properly identify the ownership status of the subcontractor's firm:

☐ Subcontractor firm is not a MBE or WBE

☐ Subcontractor firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically-disadvantaged individuals:

☐ American Indian

☐ Asian

☐ Black

☐ Hispanic

☐ White

☐ Subcontractor firm is a WBE, as at least 51 percent is owned and operated by one or more women.

☐ American Indian

☐ Asian

☐ Black

☐ Hispanic

☐ White

8) **PRIME Contractor** _____

NAME & TITLE OF PRIME CONTRACTOR'S REPRESENTATIVE COMPLETING THIS FORM (*Please Print*)

(Telephone No.)

(Fax No.)

(Email Address)

SIGNATURE _____ **DATE** _____

Prime Contractor's Representative

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PAVEMENT MARKING

027610-1

SECTION 027610- PAVEMENT MARKING**PART 1 GENERAL****1.01 STANDARD SPECIFICATIONS**

- A. When referenced in this section, shall mean Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition.

1.02 DELIVER, STORAGE, AND PROTECTION

- A. Packaging and Labeling: All coatings and traffic marking materials shall be shipped in strong containers plainly marked with the weight in pounds per gallon, the volume of coatings and traffic marking materials content in gallons, the color, user information, date of manufacture, LOT, batch and DOT code number. Each batch manufactured shall have a unique number. A true statement of the percentage composition of the pigment, the proportion of pigment to vehicle, and the name and address of the manufacturer, also shall be shown. The label shall warn the user of any special handling or precautions of the material, as recommended by the manufacturer. Any package not so marked will not be accepted for use under these Specifications.
- B. Storage: Any coatings and traffic marking materials which, although inspected and approved at the point of manufacture, hardens or livers in the containers so that it cannot be readily broken up with a paddle to a smooth, uniform painting consistency, will be rejected. All materials shall have a container storage life of one year from date of manufacture. Any coatings and traffic marking materials not acceptable for proper application will be rejected, even though it conforms to these Specifications in all other respects.
- C. Mixing: All paints except aluminum shall be delivered to the project completely mixed, and ready to be used without additional oil or thinner. Gasoline shall not be used for thinner under any circumstances.

PART 2 PRODUCTS**2.01 PAINT**

- A. Color: White, yellow, or blue traffic paint meeting the requirements of Section 971 of the Standard Specifications.
- B. Homogeneous, easily stirred to smooth consistency, with no hard settlement or other objectionable characteristics during a storage period of 6 months.

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PAVEMENT MARKING

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2.02 THERMOPLASTIC STRIPING

- A. White or yellow thermoplastic striping material meeting the requirements of Section 971-17 of the Standard Specifications.

2.03 RAISED REFLECTIVE MARKERS

- A. Metallic or nonmetallic, or prismatic reflector type, of permanent colors retaining color and brightness under action of traffic.
- B. Rounded surfaces presenting a smooth contour to traffic. The minimum area of each reflective face shall be 2-1/2 inches squared.
- C. Marker and adhesive epoxy in accordance with ASTM D4280
- D. Markers shall meet the requirements of Section 970 (Class B) of the Standard Specifications.

2.04 GLASS SPHERES

- A. Glass spheres shall be of a composition designed to be highly resistant to traffic wear and to the effects of weathering.
- B. In accordance with AASHTO M247, Type I with moisture resistant coating or a formulation specified by the traffic striping material manufacturer and Section 971-14 of the Standard Specifications.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Cleaning:
 - 1. Thoroughly clean surfaces to be marked before application of pavement marking material.
 - 2. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water or a combination of these methods.
 - 3. Completely remove rubber deposits, surface laitance, existing paint markings, and other coatings adhering to pavement with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion.
 - 4. Scrub areas of old pavement affected with oil or grease with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application.
 - 5. Surfaces shall be completely free of dry dirt and ice, and dry of water at the time of application of any of the materials specified herein.
 - 6. Oil-Soaked Areas: After cleaning, seal with cut shellac to prevent bleeding through the new paint.
 - 7. Reclean surfaces when Work has been stopped due to rain.

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PAVEMENT MARKING

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8. Existing Pavement Markings:
 - a. Remove existing pavement markings that may interfere or conflict with newly applied marking patterns, or that may result in a misleading or confusing traffic pattern.
 - b. Do not apply thermoplastic markings over existing preformed or thermoplastic markings.
 - c. Removal of striping shall be done by waterblasting methods, so finished pavement surface is not damaged.
- B. Pretreatment for Early Painting: Where early painting is required on rigid pavements, pretreat with an aqueous solution containing 3 percent phosphoric acid and 2 percent zinc chloride.
- C. New Concrete Pavement:
 1. Allow a minimum cure time of 30 days before cleaning and marking with final thermoplastic striping.
 2. Clean by either sandblasting or water blasting to the following results:
 - a. No visible evidence of curing compound on peaks of textured concrete surface.
 - b. No heavy puddled deposits of curing compound in valleys of textured concrete surface.
 - c. Remaining curing compound is intact, with loose and flaking material completely removed.
 - d. Peaks of textured pavement surface are rounded in profile and free of sharp edges and irregularities.
 3. Allow a minimum drying time of 24 hours after water blasting before applying thermoplastic markings.

3.02 ALIGNMENT FOR MARKINGS

- A. The Contractor shall be responsible for all measurements, reference points and marks, string lining, and any other steps required in establishing pavement marking locations and alignment. On tangents and on curves up to 1 degree, the alignment of the marking shall not deviate from the string line by more than 1 inch. On curves exceeding 1 degree, the maximum permissible deviation shall be 2 inches. All alignment width and location shall conform to the details shown on the Drawings.

3.03 PAINT APPLICATION

- A. General:
 1. Thoroughly mix pigment and vehicle together prior to application, and keep thoroughly agitated during application.
 2. Do not add thinner.
 3. Apply only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Maintain paint temperature within these same limits.
 4. Apply only when surface is dry.

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PAVEMENT MARKING

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5. Do not apply when conditions are windy to the point of causing overspray or fuzzy line edges.
6. New Asphalt Pavement: Allow a minimum pavement cure time as recommended by the manufacturer before applying paint.
7. Provide guide lines and templates to control paint application.
8. Take special precautions in marking numbers, letters, and symbols.
9. Sharply outline edges of markings and apply without running or spattering.

B. Rate of Application:

1. Reflective Markings:
 - a. Paint: Apply evenly, 105 plus or minus 5 square feet per gallon.
 - b. Glass Beads: Apply uniformly, 6 plus or minus 0.5 pounds of glass spheres per gallon of paint.
2. Nonreflective Markings: Apply paint evenly to pavement surface at a rate of 105 plus or minus 5 square feet per gallon.
3. On new pavement or new asphalt surface treatments, apply two coats of paint at a uniform rate of 210 square feet per gallon.

C. Drying:

1. Provide maximum drying time to prevent undue softening of bitumen and pickup, displacement, or discoloration by traffic.
2. If drying is abnormally slow, discontinue painting operations until cause is determined and corrected.

3.04 THERMOPLASTIC MARKING APPLICATION

- A. Following specified surface preparation, prime and apply marking and glass beads to provide a reflectorized strip as shown on Drawings.
- B. The material shall be applied to the pavement by the extrusion method only, wherein one side of extrusion shaping die is the pavement and the other sides are formed by suitable equipment for heating and controlling the flow of the material.
- C. Application Temperatures:
 1. Pavement Surface: Minimum 40 degrees F and rising.
 2. Thermoplastic: Minimum 375 degrees F, maximum 425 degrees F.
- D. Primer:
 1. On portland cement concrete and existing asphalt pavements, apply epoxy resin primer/sealer according to the thermoplastic manufacturer's recommendations.
 2. All primer/sealer to dry prior to applying thermoplastic.
- E. Thermoplastic Marking:

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PAVEMENT MARKING

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1. Extrude in a molten state, free of dirt or tint. at a thickness of 0.10 to 0.15 inch for lane lines and 0.07 to 0.10 inch for edge or other lines in accordance with FDOT 711-4.3.
2. Apply centerline, skipline, edgeline, and other longitudinal type markings with a mobile applicator.
3. Apply special markings, crosswalks, stop bars, legends, arrows, and similar patterns with a portable, extrusion-type applicator.

F. Glass Bead Application:

1. Immediately after marker application, mechanically apply such that the beads are held by and imbedded in the surface of the molten material.
2. Application Rate: One pound per 20 square feet of compound.

G. Cool completed marking to ambient temperature prior to allowing vehicular traffic.

3.05 INSTALLATION OF RAISED REFLECTIVE MARKERS

- A. Apply markers to the bonding surface using bituminous adhesives only.
- B. Apply the adhesive to the binding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- C. Align markers carefully, projecting no more than 3/4-inch above level of pavement. Reflective face of the marker shall be perpendicular to a line parallel to the roadway centerline. Do not install markers over longitudinal or transverse joints of the bonding surface.
- D. Spacing: As shown on the Drawings.
- E. Immediately remove excess adhesive from the bonding surface and exposed surface of the marker.
- F. Use only a mineral spirits meeting Federal Specifications TT-T-291 to remove adhesive from exposed faces of markers.

3.06 GLASS BEAD APPLICATION

- A. Apply immediately following application of paint.
- B. Use evenly distributed, drop-on application method.
- C. Rate: 10 pounds per gallon of paint.

3.07 PROTECTION

- A. The CONTRACTOR shall erect adequate warning signs and/or provide sufficient number of flagmen, and take all necessary precautions for the protection of the materials and safety of the public.

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PAVEMENT MARKING

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- B. Protect surfaces from disfiguration by paint spatters, splashes, spills, or drips.

3.08 CLEANUP

- A. Remove paint spatters, splashes, spills, or drips from Work and staging areas and areas outside of the immediate Work area where spills occur.

END OF SECTION

ANNUAL MICRO-SURFACING CONTRACT
CITY OF FORT LAUDERDALE
PROJECT # 12301

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

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

PRIME CONTRACTOR IDENTIFICATION FORM

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

Name of Firm:	<input type="text"/>
Address of Firm:	<input type="text"/>
Telephone Number:	<input type="text"/>
Name of Person Completing Form:	<input type="text"/>
Title:	<input type="text"/>
Signature:	<input type="text"/>
Date:	<input type="text"/>
City Project Number:	<input type="text"/>
City Project Description:	<input type="text"/>

Please check the item(s) which properly identify the status of your firm:

- ☐ Our firm is not a MBE or WBE.
- ☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic
- ☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic

MBE/WBE CONTRACTOR INFORMATION

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

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

CONTRACTOR CHECKLIST

- ☐ List Previous City of Fort Lauderdale Contracts

	5
	6

- ☐ Number of Employees in your firm

--Percent () Women

--Percent () Minorities

--Job Classifications of Women and Minorities

	5
	6

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

	5
	6

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

	5
	6

- ☐ How are subcontractors notified of available opportunities with your firm?

	5
	6

☐ Anticipated amount to be subcontracted on this project.

	5
	6

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

	5
	6

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
---	--	---

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**:

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

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 its 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 of Fort 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 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 of Fort 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 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 of Fort 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

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

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

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

In accordance with Article 7, item 7.6 of the contract, payments on this contract will be made utilizing the City's P-Card. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

Please indicate with which credit card you prefer to be paid:

☐ Master Card

☐ Visa Card

Company Name:

Signature:

Print Name Title:

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

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:



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ITB NO. 673-12022
MICRO-SURFACING PROJECT (P12301)

ADDENDUM NO. 1

ISSUED: October 3, 2017

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

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

- 1. Bid Opening Date has been extended to THURSDAY, OCTOBER 12, 2017.**
- 2. Replace:** Special Conditions Page, SC-3, with the attached SC-3, Addendum 1. Section 8, Specific Experience Required, has been modified. Changes are **bold** and in **red**.

All other terms, conditions, and specifications remain unchanged.

Maureen Lewis, MBA
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

SPECIAL CONDITIONS (continued)

PROJECT 12301

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

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award, and submit a financial statement upon request.

General Contractor's License issued by the State of Florida is required for working within the public right-of-way.

*Note: Contractor **must** have proper licensing and be able to provide evidence of same, if requested, at time of award.*

08. SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

The contractor shall have previous construction experience in applying micro-surfacing **preferably** 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) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this contract at no additional charge.

09. BID ALLOWANCE

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.

Question and Answers for Bid #673-12022 - Micro-Surfacing Project (P12301)

Overall Bid Questions

Question 1

Is there an estimated budget for this? (Submitted: Sep 1, 2017 10:37:32 AM EDT)

Answer

- Approximately \$550,000. (Answered: Sep 1, 2017 3:55:48 PM EDT)

Question 2

In the Special Conditions, Item 8, page SC 3 you require FL specific experience. Can experience from similar projects in different states be used as well? (Submitted: Sep 5, 2017 11:09:13 AM EDT)

Answer

- No.

The information in the Special Conditions is repeated below for your review.

The contractor shall have previous construction experience in applying micro-surfacing 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) and shall, for each

project listed, identify location; dates of construction; project name and

overall scope; scope of work that was self-performed by Contractor; and

client's name, address, telephone number and e-mail address. (Answered: Sep 13, 2017 5:44:45 PM EDT)

Question 3

We have reviewed and ask that you reconsider the previously submitted question regarding experience in the state of Florida based on the following. The State of Florida has surprisingly little experience in the placement of micro surfacing and slurry seals compared with other states. The FDOT published Developmental Spec DEV335 at the request of local agencies. The referenced spec is the one that the City is currently using. In its history, the FDOT has performed only 3 micro surfacing projects, all close to 10 years ago. That spec was derived from the micro surfacing guidelines written by the International Slurry Surfacing Association, the same standards that are used by and large throughout the United States for standard micro surfacing and slurry. While many FL agencies have used micro surfacing, even those numbers are far outweighed by many other states' local agency use of the same. By requiring 3 projects in the state in the last 5 years (SC-8) the city will be limited to no more than two bidders, one of which will likely not bid. This will provide very limited competition, and potentially cost the city thousands of dollars or more over the next four years. Increased competition will help insure the taxpayers in Fort Lauderdale get the best utilization of their tax dollars. If the special condition stands, the city will likely receive one bid that is not subject to competition. There are several possible bidders from out of state that have years of experience in micro surfacing. One of these bidders has already secured its first project in the state and has already begun work, with others likely to follow before award. Further, this contractor has employees with many years experience in Florida working for other companies. Please reconsider this very restrictive special condition. We would not be opposed at all to requiring even 50 projects over the last five years with similar specification requirements, just not limited to the State of Florida.

(Submitted: Sep 26, 2017 5:06:09 PM EDT)

Answer

- See Addendum 1. (Answered: Oct 3, 2017 2:26:44 PM EDT)

Question 4

In response to question #3 and addendum #1.

We would like to respectfully request that The City of Ft Lauderdale reconsider following the original Florida Experience requirement for micro-surfacing?

It is apparent that the construction company or supplier that asked question #3 has very little knowledge of the Micro-surfacing industry in The State of Florida and is possibly just looking for seasonal work in the State. The City of Ft Lauderdale is letting an annual contract that would require a full-time micro-surfacing contractor in

Florida and not a contractor that is possibly just looking for work when they cannot work up North. FDOT has completed micro-surfacing projects in 2010, 2012, 2014 and 2017. There have been plenty of opportunities for bidding projects with FDOT, Counties and Cities in the past five years. The most current project being the City of Dunedin that bid on October 3rd of 2017 and Sumter County that bid on June 19th of 2017. Requiring just 3 projects in The State of Florida from a City, County or FDOT in the past five years seems more than reasonable for any Micro-surfacing Contractors that are serious about being here full time. Micro-surfacing in Florida is different than other States in respect to materials, weather, extreme heat and traffic control in more populated areas. Other numerous Cities and Counties in the State can verify our extreme conditions. Past performance of micro-surfacing prior to 2009 had been poor in the State of Florida. FDOT's involvement in the micro-surfacing specification in 2009 actually saved this industry from total extinction. Please consider our request for the sake of The City of Ft Lauderdale's project and the industries continued success in Florida. (Submitted: Oct 6, 2017 10:48:18 AM EDT)

Answer

- As noted in the Special Conditions, and subsequently Addendum 1, the Specific Experience requires, in part, previous construction experience in applying micro-surfacing PREFERABLY 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) .

The City evaluates all proposals when the bidding period closes (not before) and will make the decision that best suits the City's interest. (Answered: Oct 9, 2017 4:13:50 PM EDT)