

Solicitation 12395-903

North Galt Shops Improvements P12354

Bid Designation: Public



City of Fort Lauderdale

Bid 12395-903

North Galt Shops Improvements P12354

Bid Number 12395-903
 Bid Title North Galt Shops Improvements P12354

Bid Start Date Mar 27, 2020 1:22:30 PM EDT
 Bid End Date May 6, 2020 2:00:00 PM EDT
 Question & Answer End Date Apr 20, 2020 5:00:00 PM EDT

Bid Contact Tanisha Boynton
 Sr. Procurement Specialist
 PW
 954-828-4797
 tboynton@fortlauderdale.gov

Contract Duration One Time Purchase
 Contract Renewal Not Applicable
 Prices Good for 120 days

Bid Comments BID NO., 12395-903, PROJECT NO., 12354, North Galt Shops Improvements.

This Project is located at North East 32nd Street and North East 33rd Avenue and North Ocean Boulevard, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, mill and resurface, replace curb and gutter, install new pavement markings and signages, install new irrigation system, modified sidewalk to compliance to current ADA code, install new decorative pedestrian lights, replace existing light fixture with LED light fixture, underground electrical work and conduit trenching, install root barrier and Silva Cell landscape system, remove and plant new trees, install new concrete wheel stops and relocate portions of the potable water and storm water system away from the median. This project includes procurement, removal, disposal, construction, testing, and placing into service the equipment and materials shown on the Drawings and Specifications.

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

Licensing Requirements: Possession of a State of Florida Certified General Contractor license and/or Board of Engineered Construction Trades: Class 3A – Engineering Road Builder.

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 bid.

Added on Apr 1, 2020:

Addendum No. 1

Added on Apr 14, 2020:

Addendum No. 2:

New Line Item Added.

Q&A Date Changed

Added on Apr 27, 2020:

Addendum No. 3

Bids Due Date Change: May 6, 2020 at 2:00PM to allow bidders more time to submit bid responses in BidSync.

Bid Opening will be conducted via WebEx

WebEx Instructions

Join via telephone by dialing 1-510-338-9438

a. When prompted enter the unique Meeting Access Code followed by #.

b. When prompted enter an Attendee ID Or press # if you don't know your Attendee ID

c. No Videoconferencing or Screensharing available with this option.

When it's time, join your Webex meeting here.

Meeting number (access code): 627 487 200

Meeting password: dWYidZMg624

Join meeting

Join by phone

Tap to call in from a mobile device (attendees only)

+1-510-338-9438 USA Toll

+1-617-315-0704 USA Toll (Boston)

Global call-in numbers

Join from a video system or application

Dial 627487200@cof.my.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 627487200.cof.my@lync.webex.com

Need help? Go to <http://help.webex.com>

Added on Apr 29, 2020:

Addendum No. 4

Addendum # 1

New Documents	Addendum No. 3 Bids Due Date and Bid Opening Change.pdf		
Previous End Date	Apr 29, 2020 2:00:00 PM EDT	New End Date	May 6, 2020 2:00:00 PM EDT

Addendum # 2

New Documents	Addendum No. 4.pdf
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Item Response Form

Item 12395-903--01-01 - Mobilization and Demobilization

Quantity 1 lump sum

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Mobilizing and demobilizing contractor's equipment and personnel for this project. See detail description in Technical Specification section 01012.

Item 12395-903--01-02 - Stormwater Pollution Prevention System

Quantity 1 lump sum

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish, install, and remove storm water pollution prevention systems per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-03 - Maintenance of Traffic (MOT)**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Installing, maintaining through construction, and removing appropriate maintenance of traffic measures to ensure the safety of all vehicles and pedestrians passing the project site during construction of this project. See detail description in Technical Specification section 01012.

Item **12395-903--01-04 - Asphalt Milling and Resurfacing - 1 Inch Tpye SP-9.5**

Quantity **7653 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 7653

Description

Mill and resurface minimum 1 Inch Type SP-9.5 asphalt per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-05 - Overbuild with Asphaltic Concrete**

Quantity **20 ton**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 20

Description

Overbuild with Asphaltic Concrete per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-06 - New Median Access Aisles (includes asphalt, base, and subgrade)
Quantity	201 square yard
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 201

Description

Furnish and install new median access aisles (includes asphalt, base, and subgrade) per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-07 - Type D Curb
Quantity	1917 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1917

Description

Furnish and install FDOT Type D Curb per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-08 - Modified Type D Curb
Quantity	420 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 420

Description

Furnish and install modified Type D Curb per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-09 - Type F Curb and Gutter
Quantity	635 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301

Qty 635

Description

Furnish and install FDOT Type F Curb and Gutter per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-10 - Drop Curb

Quantity 43 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 43

Description

Furnish and install Drop Curb per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-11 - Concrete Sidewalk and Driveways

Quantity 442 square yard

Unit Price

Delivery Location City of Fort Lauderdale

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 442

Description

Furnish and install concrete sidewalk and driveways per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-12 - Brick Paver Walkways and Driveways

Quantity 52 square yard

Unit Price

Delivery Location City of Fort Lauderdale

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 52

Description

Furnish and install brick paver walkways and driveways per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-13 - Type CR-A (Mod) Curb Ramps

Quantity 8 each

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 8

Description

Furnish and install Type CR-A (Mod) Curb Ramps per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-14 - Type CR-G Curb Ramps**

Quantity **8 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 8

Description

Furnish and install Type CR-G Curb Ramps per project drawing and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-15 - Detectable Warnings**

Quantity **20 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 20

Description

Furnish and install ADA compliant detectable warnings per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-16 - 24 Inch Solid White Pavement Markings**

Quantity **275 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 275

Description

Furnish and install 24 Inch solid white thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-17 - 18 Inch Solid White Pavement Markings**
Quantity **13 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 13

Description

Furnish and install 18 Inch solid white thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-18 - 12 Inch Solid White Pavement Markings**
Quantity **366 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 366

Description

Furnish and install 12 Inch solid white thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-19 - 6 Inch Solid White Pavement Markings**
Quantity **4021 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 4021

Description

Furnish and install 6 Inch solid white thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-20 - 6 Inch Solid Blue Pavement Markings**
Quantity **395 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 395

Description

Furnish and install 6 Inch solid blue thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-21 - 6 Inch Solid Yellow Pavement Markings
Quantity	84 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 84

Description

Furnish and install 6 Inch solid yellow thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-22 - Solid White Handicap Parking Symbol Pavement Markings
Quantity	8 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 8

Description

Furnish and install solid white handicap parking symbol thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-23 - Solid White Arrow Pavement Markings
Quantity	8 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 8

Description

Furnish and install solid white arrow thermoplastic pavement markings and temporary paint per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-24 - Retro-Reflective Pavement Markers
Quantity	5 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 5

Description

Furnish and install Retro-Reflective pavement markers per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-25 - Single Post with Single Sign (up to 12 SF)
Quantity	19 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 19

Description

Furnish and install Single Post with Single Sign (up to 12 SF) per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-26 - Single Post with Two Signs (up to 12 SF each)
Quantity	4 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 4

Description

Furnish and install Single Post with Two Signs (up to 12 SF each) per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-27 - Single Post (without sign plaque)
Quantity	11 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 11

Description

Furnish and install Single Post (without sign plaque) per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-28 - Single Post Sign Removal
Quantity	15 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 15

Description

Single Post Sign Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-29 - 3 Feet 6 Inch Diameter Storm Structures**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install 3 Feet 6 Inch Diameter Storm Structures per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-30 - 24 Inch x 37 Inch Catch Basins**

Quantity **4 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 4

Description

Furnish and install 24 Inch x 37 Inch Catch Basins per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-31 - 15 Inch Polypropylene Storm Pipe**

Quantity **327 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 327

Description

Furnish and install 15 Inch Polypropylene Storm Pipe per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-32 - Modify and Connect to Existing Storm Structures**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 5

Description

Furnish and install Modify and Connect to Existing Storm Structures per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-33 - 6 Inch DIP Water Main**

Quantity **137 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 137

Description

Furnish and install 6 Inch DIP Water Main per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-34 - 6 Inch DIP Tee Fittings**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install 6 Inch DIP Tee Fittings per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-35 - 6 Inch - 45 Degree Angle DIP Fittings**

Quantity **16 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 16

Description

Furnish and install 6 Inch - 45 Degree Angle DIP Fittings per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-36 - 6 Inch DIP Gate Valves**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2

Description

Furnish and install 6 Inch DIP Gate Valves per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-37 - Fire Hydrant Assembly**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install Fire Hydrant Assembly per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-38 - Cut-in and Connect to Existing Water Main**

Quantity **8 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 8

Description

Cut-in and Connect to Existing Water Main per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-39 - Brick Paver Sidewalk or Driveway Removal**

Quantity **41 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 41

Description

Brick Paver Sidewalk or Driveway Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-40 - Concrete Sidewalk or Driveway Removal**

Quantity **340 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 340

Description

Concrete Sidewalk or Driveway Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-41 - Type D Curb Removal**

Quantity **860 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 860

Description

Type D Curb Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-42 - Type F Curb and Gutter Removal**

Quantity **1964 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1964

Description

Type F Curb and Gutter Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-43 - Concrete Valley Gutter Removal**

Quantity **62 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 62

Description

Concrete Valley Gutter Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-44 - 6 Inch DIP Water Main Removal**

Quantity **127 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 127

Description

6 Inch DIP Water Main Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-45 - Fire Hydrant Removal**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Fire Hydrant Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-46 - Remove Existing Storm Pipe**

Quantity **215 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 215

Description

Remove Existing Storm Pipe per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-47 - Conduit trench (Sand and Gravel) and Backfill**

Quantity **1126 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1126

Description

Furnish and install Conduit trench (Sand and Gravel) and Backfill per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-48 - Conduit (1 Inch PVC Sch. 40) with pullstring in trench**

Quantity **2252 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2252

Description

Furnish and install Conduit (1 Inch PVC Sch. 40) with pullstring in trench per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-49 - Elbows (1 Inch PVC Sch. 40) with pullstring in trench**

Quantity **40 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 40

Description

Furnish and install Elbows (1 Inch PVC Sch. 40) with pullstring in trench per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-50 - Polymer pull box and cover (16x18)**

Quantity **12 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 12

Description

Furnish and install Polymer pull box & cover (16x18) per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-51 - Wiring, THWN No. 10**

Quantity **3858 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3858

Description

Furnish and install Wiring, THWN No. 10 per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-52 - Wiring, THWN No. 8**

Quantity **4378 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 4378

Description

Furnish and install Wiring, THWN No. 8 per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-53 - 10 Feet x 0.65 Inch ground rod**
Quantity **12 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description

Furnish and install 10 Feet x 0.65 Inch ground rod per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-54 - Exothermic tee welding for cable to ground rod**
Quantity **12 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description

Furnish and install Exothermic tee welding for cable to ground rod per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-55 - 20A 2-Pole Breaker**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2

Description

Furnish and install 20A 2-Pole Breaker per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-56 - Lighting contactor in NEMA 3R enclosure**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish and install Lighting contactor in NEMA 3R enclosure per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-57 - Control photocell**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish and install Control photocell per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-58 - New Lumec twin-lights to replace existing**
Quantity **6 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 6

Description

Furnish and install New Lumec twin-lights to replace existing per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-59 - New Lumec poles and twin-lights**
Quantity **6 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 6

Description

Furnish and install New Lumec poles and twin-lights per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-60 - New weather-proof GFCI receptacles on light pole**
 Quantity **12 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 12

Description

Furnish and install New weather-proof GFCI receptacles on light pole per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-61 - Tree Removal and Hauling**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 1

Description

Furnish and install Tree Removal and Hauling per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-62 - Palm Removal**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 5

Description

Furnish and install Palm Removal per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-63 - Tree Protection Fencing or Barricades**
 Quantity **407 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 407

Description

Furnish and install Tree Protection Fencing or Barricades per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-64 - Root Pruning**

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

Furnish and install Root Pruning per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-65 - Clusia rosea - Small Leaf Clusia**

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 and install Clusia rosea - Small Leaf Clusia - 12 Feet HT x 4 Feet SPR, 2.5 Inch DBH, 4.5 Feet CT per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-66 - Simarouba glauca - Paradise Tree**

Quantity **7 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 7

Description

Furnish and install Simarouba glauca - Paradise Tree - FG, 12 Feet HT X 5 Feet SPR, 2.5 Inch DBH, 4.5 Feet CT per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-67 - Sabal palmetto - Cabbage Palmetto**

Quantity **16 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 16

Description

Furnish and install Sabal palmetto - Cabbage Palmetto - FG, 14 Feet - 16 Feet OA, 8 Feet WD, SG, Booted per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-68 - Capparis cynophallophora-Jamaica Caper**

Quantity **16 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 16

Description

Furnish and install Capparis cynophallophora-Jamaica Caper - 7 Feet HT x 4 Feet SPR per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-69 - Ficus microcarpa (Green Island)-Green Island Ficus**

Quantity **623 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 623

Description

Furnish and install Ficus microcarpa (Green Island)-Green Island Ficus - 24 Inch HT x 24 Inch SPR per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-70 - Hamelia patens (Dwarf) - Dwarf Fire Bush**

Quantity **461 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 461

Description

Furnish and install Hamelia patens (Dwarf) - Dwarf Fire Bush - 24 Inch HT x 24 Inch SPR per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-71 - Jasminum volubile-Wax Jasmine**

Quantity **80 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 80

Description

Furnish and install Jasminum volubile-Wax Jasmine -24 Inch HT x 24 Inch SPR per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-72 - Codiaeum variegatum Curlyboy-Curly Boy Croton
Quantity	260 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 260

Description

Furnish and install Codiaeum variegatum Curlyboy-Curly Boy Croton, 3Gal, 18 Inch x 18 Inch per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-73 - Arachis glabrata -Perennial Peanut (Rhizoma)
Quantity	3382 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 3382

Description

Furnish and install Arachis glabrata -Perennial Peanut (Rhizoma) - 1 G, 12 Inch HT x 6 Inch SPR per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-74 - Lomandra hystrix (Tropic Belle)
Quantity	855 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 855

Description

Furnish and install Lomandra hystrix (Tropic Belle)-Tropic Belle Mat Rush-3 G, 24 Inch HT X 24 Inch SPR per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item	12395-903--01-75 - Root Barrier 24 Inch Deep
Quantity	255 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications

Fort Lauderdale FL 33301

Qty 255

Description

Furnish and install Root Barrier 24 Inch Deep per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-76 - Root Barrier 36 Inch Deep**Quantity** 653 linear foot**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 653

Description

Furnish and install Root Barrier 36 Inch Deep per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-77 - Excavation for Landscape**Quantity** 822 cubic yard**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 822

Description

Furnish and install Excavation for Landscape per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-78 - Planting Soil**Quantity** 950 cubic yard**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 950

Description

Furnish and install Planting Soil (with 30 Percent additional for compaction) per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item 12395-903--01-79 - Mulch**Quantity** 101 cubic yard**Unit Price** **Delivery Location** City of Fort Lauderdale

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 101

Description

Furnish and install Mulch per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-80 - Silva Cell System**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install Silva Cell System (Complete system per plan 233 units) per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-81 - Irrigation System**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install Irrigation System per project drawings and technical specifications. See detail description in Technical Specification section 01012.

Item **12395-903--01-82 - Concrete Wheelstops**

Quantity **138 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 138

Description

Furnish and install reinforced concrete wheelstops per project drawings and technical specifications See detail description in Technical Specification section 01012.

Item **12395-903--01-83 - 12 Inch Storm Pipe Cleaning and Jetting**

Quantity **579 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 579

Description

Provide 12 Inch Storm Pipe Cleaning and Jetting. See detail description in Technical Specification section 01012.

Item **12395-903--01-84 - 15 Inch Storm Pipe Cleaning and Jetting**

Quantity **723 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 723

Description

Provide 15 Inch Storm Pipe Cleaning and Jetting. See detail description in Technical Specification section 01012.

Item **12395-903--01-85 - 18 Inch Storm Pipe Cleaning and Jetting**

Quantity **364 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 364

Description

Provide 18 Inch Storm Pipe Cleaning and Jetting. See detail description in Technical Specification section 01012.

Item **12395-903--01-86 - 24 Inch Storm Pipe Cleaning and Jetting**

Quantity **771 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 771

Description

Provide 24 Inch Storm Pipe Cleaning and Jetting. See detail description in Technical Specification section 01012.

Item **12395-903--01-87 - Bid Alternate â New Lumec Twin-Light Pole Bracket Assemblies**

Quantity **6 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications
Fort Lauderdale FL 33301
Qty 6

Description

Furnish and install new twin-light pole bracket assemblies wherever existing bracket arms are in disrepair. Bracket assembly shall be as specified on Sheet E-02 and shall match all proposed new assemblies. Replacements need to be approved by the City on a case-by-case basis prior to ordering materials.

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

BID NO. 12395-903

PROJECT NO. P12354

**North Galt Shops
Improvements**



Tanisha Boynton
TITLE: Senior Procurement Specialist
Telephone: (954) 828-4797
E-mail: Tboynton@fortlauderdale.gov

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 Identification
CITB Questionnaire Sheet
CITB Trench Safety
Non-Collusion Statement
Non-Discrimination Certification Form
Contract Payment Method
Construction Bid Certification Page
E-Verify Affirmation Statement

INVITATION TO BID

Sealed bids will be received electronically until 2:00 P.M., local time, on **April 29, 2020**, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for **BID NO., 12395-903, PROJECT NO., P12354, North Galt Shops Improvements.**

This project consists of Drawing File No. 4-141-20, 36 sheets.

This Project is located at North East 32nd Street and North East 33rd Avenue and North Ocean Boulevard, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, mill and resurface, replace curb and gutter, install new pavement markings and signages, install new irrigation system, modified sidewalk to compliance to current ADA code, install new decorative pedestrian lights, replace existing light fixture with LED light fixture, underground electrical work and conduit trenching, install root barrier and Silva Cell landscape system, remove and plant new trees, install new concrete wheel stops and relocate portions of the potable water and stormwater system away from the median. This project includes procurement, removal, disposal, construction, testing, and placing into service the equipment and materials shown on the Drawings and Specifications.

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

Licensing Requirements: Possession of a State of Florida Certified General Contractor License and/or Board of Engineered Construction Trades: Class 3A – Engineering Road Builder.

Pre-Bid Meeting/Site Visit: There will not be a Pre-Bid Meeting for this project.

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

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:

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

- 3) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope. NOTE: Bond must be received in Procurement and time stamped before bid opening.

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.

INSTRUCTIONS TO BIDDERS (continued)

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.

CONCERNING SUBCONSULTANTS, SUPPLIERS, AND OTHERS - The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder, shall with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

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)

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 Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the City's procurement ordinance or any applicable law, may follow the protest procedure as found in the City's procurement ordinance within five (5) days after a notice of intent to award is posted on the City's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

The complete protest ordinance may be found on the City's web site at the following link: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2A D ARTVFI DIV2PR S2-182DIREPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2A_D_ARTVFI_DIV2PR_S2-182DIREPR)

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.

INSTRUCTIONS TO BIDDERS (continued)

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

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

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

COPIES OF DRAWING PLANS - Copies of the drawing plans are on file in the Public Works Department, City Hall, 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 (2018), 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. The term "Minority Business Enterprise" means a business at least fifty-one percent (51%)

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS (continued)

PROJECT 12354

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 under this contract which includes, but is not limited to, mill and resurface, replace curb and gutter, install new pavement markings and signages, install new irrigation system, modified sidewalk to compliance to current ADA code, install new decorative pedestrian lights, replace existing light fixture with LED light fixture, underground electrical work and conduit trenching, install root barrier and Silva Cell landscape system, remove and plant new trees, install new concrete wheel stops and relocate portions of the potable water and stormwater system away from the median, for the City of Fort Lauderdale, 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, 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 **Tanisha Boynton**, Senior Procurement Specialist, at (954) 828-4797 or email at Tboynton@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 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.

SPECIAL CONDITIONS (continued)

PROJECT 12354

04. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **30** calendar days, (21 working days) of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **120** calendar days, (84 working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **150** calendar days, (104 working days) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

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

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

05. BID SECURITY

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

06. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award:
State of Florida General Contractor License
and/or

Broward County Central Examining Board of Engineered Construction Trades: Class 3A –
Engineered Road Builder.

Note: Contractor must have proper licensing and shall submit evidence of same with their bid response.

08. SPECIFIC EXPERIENCE REQUIRED

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

The Contractor shall have at least three (3) years previous experience in constructing additions/modifications to public Right-Of-Way, in the State of Florida.

SPECIAL CONDITIONS (continued)

PROJECT 12354

Bidder shall be capable to prepare the below application package and plans, submit to the related entities, obtain approval and compliance during the entire construction operation duration:

1. Maintenance of Traffic (MOT) permit from City of Fort Lauderdale and Florida Department of Transportation.
2. Tree Permits from City of Fort Lauderdale.
3. Tree Trimming License from Broward County
4. Dewatering permits from Broward County, South Florida Water Management District, Florida Department of Environmental Protection.

Bidder shall understand and maintain Occupational Safety and Health Administration (OSHA) regulations during construction period

Bidder shall submit proof of previous experience of a minimum of three (3) projects of similar scope and scale (or larger) within the past Five (5) years and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by contractor; and client's name, address, telephone number and e-mail address. The scope of the past projects shall include water and stormwater infrastructure and previous installation experience with the Silva Cell system.

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.

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	\$
Landscape and Irrigation Permit Fees	\$5,000.00
Tree Removal and Mitigation Permit Fees	\$12,000.00
Permit Fees	\$3,000.00
Underground Infrastructure Work Allowance	\$25,000.00
Roadway Work Allowance	\$25,000.00
TOTAL	\$70,000.00

***Note: DO NOT ADD ALLOWANCE TO YOUR BID
The City will add this allowance to your bid.***

SPECIAL CONDITIONS (continued)

PROJECT 12354

10. INSURANCE REQUIREMENTS

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

10.1 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

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

SPECIAL CONDITIONS (continued)

PROJECT 12354

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible,

SPECIAL CONDITIONS (continued)

PROJECT 12354

co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

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

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

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

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

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

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

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

A 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.

11. BOND REQUIREMENTS

This Agreement is required to be bonded pursuant to Section 255.05, Florida Statutes, and the Contractor shall furnish Payment and Performance bonds on the City's standard form covering the full and faithful performance of the Agreement for construction and the payment of obligations arising hereunder.

SPECIAL CONDITIONS (continued)

PROJECT 12354

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Agreement.

If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida Statutes, the Contractor shall within five (5) days thereafter substitute Surety, both of which shall be acceptable to the City.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

PERFORMANCE AND PAYMENT BOND: 100%
Number of awards anticipated: 1

11. LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City

13. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Shiau Ching Low, whose address is 290 NE 3rd Avenue, Fort Lauderdale, Florida 33301, telephone number: (954) 828-3779, and email address is SLow@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 within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract).

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

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both the VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases.

SPECIAL CONDITIONS (continued)

PROJECT 12354

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

15. WORK SCHEDULE (including overtime hours):

Regular work hours: **8:00 am to 7:00 pm, Monday through Friday.**

City Inspector Hours: **8:30 am to 4:30 pm, Monday through Friday.**

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

16. INSPECTION OVERTIME COST: \$100/hr.

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and _____, (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., _____, Project Number, _____, which was opened on _____; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the City, authorizing a revision of an underlying agreement between the City and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

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

- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

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

North Galt Shops Improvements
#12395-903 PROJECT #12354

- 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 North East 32nd Street and North East 33rd Avenue and North Ocean Boulevard, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, mill and resurface, replace curb and gutter, install new pavement markings and signages, install new irrigation system, modified sidewalk to compliance to current ADA code, install new decorative pedestrian lights, replace existing light fixture with LED light fixture, underground electrical work and conduit trenching, install root barrier and Silva Cell landscape system, remove and plant new trees, install new concrete wheel stops and relocate portions of the potable water and stormwater system away from the median. This project includes procurement, removal, disposal, construction, testing, and placing into service the equipment and materials shown on the Drawings and Specifications.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Shiau Ching Low, whose address is 290 NE 3rd Avenue, Fort Lauderdale, Florida 33301, telephone number: (954) 828-3779, and email address is SLow@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 The Contract Documents may only be altered, amended, or repealed in accordance

with the specific provisions of the terms of this Agreement.

- 4.3 Exhibits to this Agreement: (Plans sheets [4-141-20] to [36] inclusive).
- 4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.5 Notice of Award and Notice to Proceed.
- 4.6 General Conditions as amended by the Special Conditions.
- 4.7 Technical Specifications.
- 4.8 Plans/Drawings.
- 4.9 Addenda number _____ through _____, inclusive.
- 4.10 Bid Form and supplement Affidavits and Agreements.
- 4.11 All applicable provisions of State and Federal Law.
- 4.12 Invitation to Bid No., 12395-903, Instructions to Bidders, and Bid Bond.
- 4.13 Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- 4.14 Schedule of Completion and Schedule of Values.
- 4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.16 Any additional documents that are required to be submitted under the Agreement.
- 4.17 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

- a. Specific direction from the City Manager (or designee).
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.

- f. This Agreement dated _____, and any attachments.
- g. Invitation to Bid No., _____, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- i. Schedule of Values.
- j. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 30 calendar days, (**21 working days**) of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 120 calendar days, (**84 working days**) after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 150 calendar days, (**104 working days**) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

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

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

ARTICLE 7 – PAYMENT

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

7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program. 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. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.
- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 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. 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.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.
- 8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 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.

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

8.10 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 **8:00 a.m. and 7:00 p.m.**, Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and 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 at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

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

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

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

8.16 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.

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

8.18 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 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

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

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

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other

activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

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

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.
- 8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

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

- 8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm. Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.
- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

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

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

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

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

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

ARTICLE 10 – BONDS AND INSURANCE

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

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

The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

10.3 Insurance

10.3.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

10.3.2 The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the

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

10.3.3 Business Automobile Liability

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

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.3.4 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

10.3.5 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

10.3.7 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

10.3.8 Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

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

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

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

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

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.

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

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

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

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct

and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

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

ARTICLE 12 – INDEMNIFICATION

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

claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

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

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

Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

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

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

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

- 14.3 Not Included in the Cost of the Work: The term “cost of the Work” shall not include any of the following:
- 14.3.1 Payroll costs and other compensation of the Contractor’s officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor’s principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor’s fee.
 - 14.3.2 Expenses of the Contractor’s principal and branch offices other than the Contractor’s office at the site.
 - 14.3.3 Any part of the Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work and charges against the Contractor for delinquent payments.
 - 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
 - 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1
- 14.4 Basis of Compensation: The Contractor’s compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
 - 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor’s fee shall not exceed five percent (5%).
 - 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
 - 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor’s fee by an amount equal to five percent (5%) for the net decrease.

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

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

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

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's

contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

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

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application

and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the 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 City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

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

ARTICLE 18 – DISPUTE RESOLUTION

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

ARTICLE 19 – NOTICES

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

To the City:

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

with copy to the:

Project Manager
City of Fort Lauderdale, Transportation and Mobility Department
290 NE 3rd Avenue
Fort Lauderdale, Florida 33301

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

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

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

ARTICLE 21 – GOVERNING LAW

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

ARTICLE 22 – MISCELLANEOUS

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

- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.
- 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 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 (2019), 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.

North Galt Shops Improvements
(Contractor)
ITB # 12395-903 Project # 12354

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: _____
CHRISTOPHER J LAGERBLOOM
City Manager

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR., a Florida corporation.

By _____

Print Name

Print Name

Title

Print Name

ATTEST:

Print Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by (Name and title of authorized officer) for (Name of corporation), a (whatever type of corporation).

(Signature of Notary Public – State of Florida)_____
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

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, conflictions, or discrepancies shall not

relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC-21 TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the 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 (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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

GC-9

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), 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.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or,

in the case of a publicly owned business, at least 51 percent 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 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent 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, which includes persons having origins in any of the Black racial groups of Africa.

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

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

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

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

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1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

1.12 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.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to

determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

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- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. 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.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification

must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's

treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS 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.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the

City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

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PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor,

and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

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- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

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5.20 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 comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the 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 the 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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APPENDICES

"A"	Report of Geotechnical Investigation
"B"	Subsurface Utility Exploration (SUE) Reports

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SECTION 01010 - SUMMARY OF WORK**PART 1 GENERAL****1.1 DESCRIPTION**

- A. This section includes general descriptions of the Contractor use of site, location of work, description of work, work sequence, owner occupancy, and work by others.

1.2 RELATED SECTIONS

- A. Section 01012 – Measurement and Payment
- B. Section 01015 – General Requirements
- C. Section 01505 – Control of Work

1.3 REFERENCES (NOT USED)**1.4 CITY'S REPRESENTATIVE/ENGINEER**

- A. Shiau Ching Low, Project Manager II, City of Fort Lauderdale

1.5 CONTRACTOR USE OF SITE

- A. Contractor shall always maintain travel access in at least one direction on each street. Additionally, at least half of the parking spaces on each street shall remain open for the duration of the project. Pedestrian access to each commercial property shall always be maintained.
- B. The Contractor shall limit their area of work to remain within those properties and easements as depicted in the Drawings or as approved in writing by the Owner.
- C. Contractors' use of lands other than those depicted in the Drawings or approved by the Owner shall require written approval from the landowner and shall be at the Contractors risk and cost.

1.6 LOCATION OF WORK

- A. The Work is located on NE 32nd and 33rd Street between A1A and NE 33rd Avenue in front of the North Galt Shops in Fort Lauderdale, Florida.

1.7 DESCRIPTION OF WORK

- A. The following is a general list of the work included. It is not intended to be complete. Consult the Contract Drawings and specifications for all contract requirements.
 - 1) Exploratory excavations to confirm existing utilities in the area.
 - 2) Demolition of existing sidewalk, driveways, curbing, asphalt, signage, landscaping, and underground infrastructure.
 - 3) New curbing, sidewalk, medians, curb ramps, drainage infrastructure, water infrastructure, asphalt milling and resurfacing, pavement markings, and signage.
 - 4) New landscaping with root barriers and irrigation.

5) New decorative lighting and electrical services.

1.8 WORK SCHEDULE

- A. Time is of the essence in completing this project. 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 construction schedule submitted by the CONTRACTOR. If the ENGINEER determines that the CONTRACTOR does not meet the Critical Path Method (CPM) as specified in Section 01310, 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 measure to complete the work in timely manner will be borne by the CONTRACTOR at no additional cost to the OWNER.
- 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 properly restored 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; however these include, but are not limited to New Year's Day, Martin Luther King's Birthday, Memorial Day, the 4th of July, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas.
 - 2) The CONTRACTOR shall include these provisions in the schedule 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 as required in Section 01310.
 - 2) No separate payment shall be made for preparation and/or revision of the schedule.
- D. Onsite Work Hours
- 1) Onsite work hours shall be defined at the pre-construction meeting and shall comply with all permit conditions. Except otherwise indicated, work

shall be performed during normal business working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.

1.9 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.

1.10 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 the parking lot and park facilities, roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, television and telephone. Prior to commencing with the WORK, CONTRACTOR shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 and shall have obtained all required permits and permissions, CONTRACTOR shall also deliver written notice to the CITY, 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.

1.11 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Residences and Owner's operations.
- B. Schedule the Work to accommodate this requirement.

1.12 WORK BY OTHERS

- A. 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. 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.

1.13 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.

1.14 SITE INVESTIGATION

- A. The CONTRACTOR, by virtue of signing the Contract, 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. Additional soil boring information will not be furnished to the CONTRACTOR. The CONTRACTOR, by virtue of signing the Contract, 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.

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 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 USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01012 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining payment for Work completed and ready for payment under the Unit Price Contract where the Unit Price Bid Form is utilized in the Applications for Payment.

1.2 RELATED SECTIONS

- A. Bid Form
- B. Section 01152 – Applications for Payment
- C. Section 01370 – Schedule of Values

1.3 REFERENCES

- A. Manual of Uniform Traffic Control Devices (MUTCD)
- B. FDOT Standard Specification for Road and Bridge Construction (Standard Specifications)
- C. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations in the State Highway System (Standard Indexes)
- D. Broward County Public Works and Transportation Department, Highway Construction and Engineering Division Minimum Standards

1.4 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of Work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance, and payment shall be in accordance with the References.
- C. The Owner reserves the right to reject the Contractor's measurement of completed Work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- D. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
 - 1) Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 - 2) Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.

- E. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the Contract.
- F. Abbreviations:
 - 1) Acre – AC
 - 2) Allowance – AL
 - 3) Cubic Yard – CY
 - 4) Each – EA
 - 5) Furnish and Install – F&I
 - 6) Gallons – GA
 - 7) Gross Mile – GM
 - 8) Linear Feet – LF
 - 9) Lump Sum – LS
 - 10) Million Gallons – MG
 - 11) Net Mile – NM
 - 12) Square Foot – SF
 - 13) Square Yard – SY
 - 14) Ton – TN

1.5 MEASUREMENT AND PAYMENT

- A. Payment shall constitute full compensation and will be made as indicated in the Contract.
- B. The quantity approved for payment shall be either:
 - 1) Percentage of the Lump Sum Price - A percentage of the Lump Sum Price equivalent to the percentage of the project completion as determined by the Engineer as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
 - 2) Measured Quantities - The actual quantities in-place and accepted as measured by the Engineer on the date of the pay request submitted in the units specified in the Bid form or in the approved Schedule of Values.
- C. Items measured by linear foot such as pipes, culverts, curb, guardrails, and underdrains that are shown on the Drawings and on the Bid Form are measured parallel with the base or foundations upon which they are placed. Contractor shall be paid based on plan view measurements installed for these types of items regardless of vertical deflections or other changes in depth that may require additional materials.

1.6 PROTECTION

- A. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property or structures are in proximity to the Work, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

1.7 RESTORATION

- A. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item. Site restoration work shall be completed within 30 days after disturbed.

1.8 EXPLORATORY EXCAVATIONS

- A. The Contractor shall verify the exact locations and depths of all utilities shown and shall conduct exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and, in any event, sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer. The cost for conducting these excavations shall be considered incidental to construction.
- B. There are existing AT&T conduits within the median on NE 32nd Street that are of particular concern. The Contractor shall be responsible for performing enough exploratory excavations to their own comfort level prior to demolition and installation of the new infrastructure, landscape, and hardscape.

1.9 TESTING, SURVEY, AND RECORD DRAWINGS

- A. All survey layout and record drawings shall be considered incidental to the cost of construction and shall include all calculations and field work required, in order to establish all horizontal and vertical controls, set all stakes needed, such as grade stakes, offset stakes, reference point stakes, slopes stakes, and other reference marks or points necessary to provide lines and grades for construction and as-built of all roadway, utility construction, and miscellaneous items.
- B. All testing shall be considered incidental to the cost of construction and shall include all field testing and laboratory work including reports as required by the Drawings and specifications and by agencies having jurisdiction over the project.

1.10 GURANTEE

- A. The CONTRACTOR shall guarantee the equipment, material and labor performed under the Contract against any and all failures in proper use and operation for a period of one (1) year from the date of written acceptance by the CITY.
- B. The CONTRACTOR shall also obtain warranties from manufacturers for each piece of equipment furnished so that the manufacturer's warranty fully covers the equipment for a period of one (1) year from the date of written acceptance by the CITY, unless otherwise specified in the specifications.

1.11 PERFORMANCE OF WORK

- A. The CONTRACTOR shall provide all personnel and equipment required to complete all work specified herein and on the Drawings. In an emergency, if the CITY determines that it must provide staff and/or equipment to assist the CONTRACTOR in the satisfactory performance of the Contract terms and conditions, the CONTRACTOR at the applicable prevailing wage rates shall reimburse the CITY.
- B. CONTRACTOR shall provide forty-eight (48) hours advance written notice to CITY for approval of CONTRACTOR'S intention to work overtime on weekdays or to work on the weekends.

1.12 PERMIT FEES

- 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. 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 particular allowance.

PART 2 PRODUCTS

2.1 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.

PART 3 EXECUTION

3.1 MOBILIZATION AND DEMOBILIZATION - BID ITEM NO. 1

- A. Payment shall be made as a percentage of the Lump Sum Price.
- B. The Lump Sum Price shall include compensation for all labor, materials, equipment and all other incidentals required for all temporary facilities, transportation, communications, office, maintenance, project signs, and any other pre- or post-construction expenses necessary for the start or cessation of the Work, not specifically identified in the costs of the Work.
- C. The Lump Sum Price shall exclude the cost of construction material and installation.
- D. No further payment shall be made for remobilization unless all the Work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- E. The lump sum price shall not exceed five percent (5%) of the contract price.

3.2 STORMWATER POLLUTION PREVENTION - BID ITEM NO. 2

- A. Payment shall be made as a percentage of the Lump Sum Price.
- B. The Lump Sum Price shall include full compensation for all equipment, materials, supplies, and labor necessary to prepare, obtain permit approval from the governing agency, and implement the prevention, control, and abatement of erosion and water pollution. Work shall include but not be limited to mulching, sand bagging, slope drains, sediment basins, berms, baled hay or straw, silt fences and staked turbidity barriers, rock bags, artificial coverings and other items relating to the construction/removal and routine maintenance, including mowing, or implementing the stormwater pollution prevention plan.

3.3 MAINTENANCE OF TRAFFIC (MOT) – BID ITEM NO. 3

- A. Payment shall be made as a percentage of the Lump Sum Price.
- B. The Lump Sum Price shall include compensation for required labor, materials, all necessary temporary pavement markings and signing for vehicles and pedestrians, temporary pavement, temporary business signage, professional fees, and equipment necessary to provide traffic control for two way traffic at all times in accordance with the plans and specifications.
- C. MOT permits and approvals from the applicable regulatory agencies, including but not limited to FDOT and the City of Fort Lauderdale, are the responsibility of the Contractor. All MOT plans are to be sealed by a Florida Registered Engineer holding a current FDOT MOT certificate.
- D. MOT shall include both vehicular and pedestrian requirements. Temporary pavement markings and signage shall be provided wherever existing has been damaged, removed, or is no longer visible. The temporary shall be maintained until final markings are installed after asphalt resurfacing.

3.4 1" TYPE SP-9.5 ASPHALT MILLING AND RESURFACING – BID ITEM NO. 4

- A. Payment shall be made at the Unit Price per square yard milled, installed, and accepted.
- B. The Unit Price shall include full compensation for all labor, material, and equipment required for saw-cutting and milling of asphaltic concrete (1" average depth), including hauling and stockpiling or otherwise disposing of the milled material; installing the asphaltic concrete Type SP-9.5 (1" minimum thickness) in accordance with the drawings and specifications including Prime and Tack Coat in accordance with FDOT Specifications. The Contractor's Unit Price shall also include the complete restoration of the surface disturbed by construction, including but not limited to temporary pavement markings, adjusting valve covers, and adjusting grate or rim elevations to grade.
- C. Repairing asphalt and limerock base prior to resurfacing shall be considered incidental and included in this pay item.

3.5 OVERBUILD WITH ASPHALTIC CONCRETE – BID ITEM NO. 5

- A. Payment shall be made at the Unit Price per ton installed and accepted.
- B. The Unit Price shall include full compensation for all labor, material, and equipment required including, but not limited to prime coat, tack coat, temporary pavement markings, adjusting valve covers, adjusting grate or rim elevations, and the complete restoration of the surface disturbed by construction.
- C. Re-grading and repairing asphalt and limerock base prior to resurfacing shall be considered incidental and included in this pay item. Contractor's Unit Price shall include additional cutting and filling, as needed, to achieve the proposed grades.

3.6 NEW MEDIAN ACCESS AISLES (INCLUDES ASPHALT, BASE, AND SUBGRADE) – BID ITEM NO. 6

- A. Payment shall be made at the Unit Price per square yard installed and accepted.
- B. The Unit Price shall include full compensation for all labor, material, and equipment required for the full depth roadway construction of the new median access aisles. This shall include, but not be limited to asphalt, base, subgrade, saw-cutting, excavation, compaction, and testing in accordance with the Contract Documents. The Contractor's Unit Price shall also include the complete restoration of the surface disturbed by the construction, including but not limited to temporary pavement markings, adjusting valve covers, and adjusting grate or rim elevations to grade.

3.7 CURB AND GUTTER – BID ITEM NOS. 7 - 10

- A. Payment for curb and gutter shall be made at the Contractor's Unit Price per linear foot installed and accepted. The Unit Price shall include full compensation for all labor, material, and equipment required to install the curb and gutter including subgrade, limerock base, asphalt restoration, driveway restoration, sidewalk restoration, pavement markings and signage, swale restoration, and landscape restoration complete in accordance with the plans and specifications. This shall also include replacing the concrete gutter at each driveway connection.

- B. Contractor's Unit Price shall also include cutting, filling, and re-grading of limerock and subgrade, if needed, to achieve proper longitudinal slope to nearby drainage inlets. Alternatively, and preferably, this effort could be achieved by adjusting the flow line within the new curb as to limit the demolition and restoration area caused from the re-grading of subgrades.

3.8 CONCRETE SIDEWALK AND DRIVEWAYS – BID ITEM NO. 11

- A. Payment for concrete sidewalk and driveways as indicated on the plans shall be made at the Contractor's Unit Price per square yard installed and accepted. The Contractor's Unit Price shall include full compensation for all labor, material, and equipment required to install the concrete in accordance with the plans and specifications including site excavation, backfilling, compaction, base material, saw-cutting, joints, re-grading to achieve acceptable ADA slopes, and complete surface restoration.

3.9 BRICK PAVER WALKWAYS AND DRIVEWAYS – BID ITEM NO. 12

- A. Payment for paver walkway and driveway restoration as indicated on the plans shall be made at the Contractor's Unit Price per square yard installed and accepted. The Contractor's Unit Price shall include full compensation for all labor, material, and equipment, including all subgrade, base, excavation, compaction, saw-cutting, sand bedding, reconstruction using the existing brick that was removed, expansion joint material, disposal of excess material, re-grading to achieve acceptable ADA slopes, and complete surface restoration.

3.10 CURB RAMPS – BID ITEM NOS. 13 - 14

- A. Payment for curb ramps shall be made at the Contractor's Unit Price for each installed and accepted. The Unit Price shall include full compensation for all labor, material, and equipment, including concrete, new curbing, curb transitions, truncated domes, excavation, compaction, base, subgrade, saw-cutting, and complete surface restoration.

3.11 DETECTABLE WARNINGS – BID ITEM NO. 15

- A. Payment for detectable warnings shall be made at the Contractor's Unit Price for each installed and accepted. The Unit Price shall include full compensation for all labor, material, and equipment required to furnish and install per the plans and specifications.

3.12 PAVEMENT MARKINGS – BID ITEM NOS. 16 - 24

- A. Payment for pavement markings and signage shall be made at the Contractor's Unit Price for each installed and accepted.

- B. The Unit Price shall include full compensation for all labor, equipment, and materials required to complete the work in accordance with the plans and specifications. Price and payment shall include Retro-Reflective Pavement Markers (BiDir, Yellow/Yellow), Retro-Reflective Pavement Markers, (BiDir., White/Red), Retro-Reflective Pavement Markers, (BiDir., Blue/Blue); Thermoplastic, Standard, White and Blue, Solid, 6"; Thermoplastic, Standard, White, Solid, 12"; Thermoplastic, Standard, White, Solid, 18"; Thermoplastic, Standard, White, Solid, 24"; Thermoplastic, Standard, White, Skip, 6"; Thermoplastic, Standard, White, Skip; Thermoplastic, Standard, White, Skip; Thermoplastic, Standard, White, Messages; Preformed Tape, Standard, White, Message; Preformed Tape, Standard, White, Arrow; Thermoplastic, Standard, Yellow, Solid, 6"; Thermoplastic, Standard, Double Yellow, Solid, 6"; Thermoplastic, Standard, Yellow, Skip, 6"; and solid white handicap parking symbols.

- C. The Unit Price shall also include temporary paint for all pavement markings.

3.13 POSTS AND SIGNAGE – BID ITEM NOS. 25 - 28

- A. Payment for signage shall be made at the Contractor's Unit Price for each installed and accepted.
- B. The Unit Price shall include full compensation for all labor, equipment, and materials required to complete the work in accordance with the plans and specifications. Price and payment shall include but not be limited to new plaques, signposts, concrete foundations, excavation, and restoration.
- C. Payment for post and sign removals shall be made at the Contractor's Unit Price for all labor, material, and equipment required to remove the existing signs, restore the disturbed surface, and salvage the signs to the City.

3.14 STORM STRUCTURES – BID ITEM NOS. 29 - 30

- A. Payment for storm structures shall be made at the Contractor's Unit Price for each installed. The Contractor's Unit Price shall include compensation for all labor, material, equipment, frames, grates, rings, covers, hardware, caulking, cutting and connecting to storm pipes, grout, brick, or any other items required to install the structures in accordance with the plans and specifications.
- B. Attention is drawn to the proximity of known contamination sites within one half mile of the project as recorded by Broward County. The Contractor is required to obtain a dewatering permit from Broward County and adhere to any required groundwater well monitoring, sampling, cofferdams, or any other applicable permit conditions. This is in addition to a dewatering permit, if required, by SFWMD.

3.15 15" POLYPROPYLENE STORM PIPE – BID ITEM NO. 31

- A. Payment shall be made by linear foot of pipe installed and accepted.

- B. The Contractor's Unit Price shall include compensation for all labor, material, fittings, sleeves, hardware, caulking, gaskets, grout, brick, concrete, connecting to existing structures and pipes, equipment or any other items required to install the drainage pipes in accordance with the plans and specifications. Price shall also include properly modifying, bricking, mortaring, and sealing the existing and the new core holes in the existing structures. Payment will be full compensation for all work, including hauling the pipe to the new location as necessary; any cleaning that might be required. When the existing drainage or utility pipe is removed and the new pipe is constructed in approximately the same location, the cost of excavating and removing the old pipe and of its disposal shall be included in the Unit Price for the new pipe. The Contractor's Unit Price shall also include the complete restoration of the surface disturbed by the construction, including but not limited to limerock base restoration, pavement restoration, sidewalk restoration, driveway restoration, curb restoration, pavement marking and signage restoration.
- C. Contractor's Unit Price shall include internal video recording of all newly installed pipe to be submitted to the City and the Engineer or Record to confirm all joints are sealed and that there is no deformation or damage to the pipe.
- D. Attention is drawn to the proximity of known contamination sites within one half mile of the project as recorded by Broward County. The Contractor is required to obtain a dewatering permit from Broward County and adhere to any required groundwater well monitoring, sampling, cofferdams, or any other applicable permit conditions. This is in addition to a dewatering permit, if required, by SFWMD.

3.16 MODIFY AND CONNECT TO EXISTING STORM STRUCTURES – BID ITEM NO. 32

- A. Payment shall be made at the Contractor's Unit Price which shall include full compensation for all labor, material, and equipment required to modify and connect to each existing storm structure, including but not limited to extending existing concrete inlet tops, modifying curb, excavation, cutting, coring, rebar, patching, bricking, mortaring, sealing, backfilling, compaction, and complete surface restoration.

3.17 6" DIP WATER MAIN – BID ITEM NO. 33

- A. Contractor's Unit Price shall include all labor, material, and equipment required to install the DIP water main including temporary bracing of existing adjacent structures, locating and protecting existing utilities, repairing or replacing damaged utilities, as needed, disposal of surplus materials, any cleaning that may be required, excavation, backfilling and compaction, limerock, asphalt, proper trench restoration, connections to existing water mains, mechanical joint adapters or other miscellaneous fittings, couplings, sleeves, joint restraints, gaskets, washers, nuts, bolts, painting, priming, coating, tracer wires, identification markers, field engineering, testing, and surveying. Price shall also include the complete restoration of the surface disturbed by the construction, including but not limited to pavement restoration, sidewalk restoration, curb restoration, pavement marking and signage restoration, and brick pavers.

- B. Attention is drawn to the proximity of known contamination sites within one half mile of the project as recorded by Broward County. The Contractor is required to obtain a dewatering permit from Broward County and adhere to any required groundwater well monitoring, sampling, cofferdams, or any other applicable permit conditions. This is in addition to a dewatering permit, if required, by SFWMD.

3.18 6" DIP FITTINGS – BID ITEM NO. 34 - 35

- A. Contractor's Unit Price shall include all labor, material, and equipment required to install the DIP fittings including temporary bracing of existing adjacent structures, locating and protecting existing utilities, disposal of surplus materials, existing underground utility locations, any cleaning that may be required, excavation, backfilling and compaction, proper trench restoration, connecting to existing water mains, joint restraints, gaskets, washers, nuts, bolts, painting, priming, coating, field engineering, testing, and surveying. Price shall also include the complete restoration of the surface disturbed by the construction, including but not limited to pavement restoration, sidewalk restoration, curb restoration, pavement marking and signage restoration, and brick pavers.

3.19 6" DIP GATE VALVES – BID ITEM NO. 36

- A. Contractor's Unit Price shall include all labor, material, and equipment required to install the DIP gate valves including temporary bracing of existing adjacent structures, locating and protecting existing utilities, disposal of surplus materials, existing underground utility locations, any cleaning that may be required, excavation, backfilling and compaction, proper trench restoration, connecting to existing water mains, valve boxes, risers, covers, valve markers, concrete collars, joint restraints, gaskets, washers, nuts, bolts, painting, priming, coating, field engineering, testing, and surveying. Price shall also include the complete restoration of the surface disturbed by the construction, including but not limited to pavement restoration, sidewalk restoration, curb restoration, pavement marking and signage restoration, and brick pavers.

3.20 FIRE HYDRANT ASSEMBLY – BID ITEM NO. 37

- A. Payment for fire hydrant assemblies shall be made at the Contractor's Unit Price for each fire hydrant assembly installed and accepted. The Unit Price shall include compensation for all labor, materials, and equipment required to install the fire hydrant assembly in accordance with the plans and specifications. Fittings, field engineering, testing, and surveying shall also be included in the Unit Price.
- B. Price shall also include complete trench restoration of the surface disturbed by construction such as asphalt, limerock, subgrade, concrete, pavers, sod, landscaping, irrigation, curbing, or other hardscape features.

3.21 CUT-IN AND CONNECT TO EXISTING WATER MAIN – BID ITEM NO. 38

- A. Price and payment will be full compensation at the Contractor's Unit Price for all material, work, and testing necessary for the cut-in and connection of the new water main to the existing, including but not limited to excavation, dewatering, temporary bracing of existing adjacent structures, backfilling, bedding, restoration, and other appurtenances as detailed on the plans and specifications including cutting and removing existing pipe and fittings, as necessary, and removal, transport and disposal of the removed pipe material and fittings in accordance with local, state, and federal regulations. Price and payment shall include restraining the pipe as required, restrained DIP sleeves, any appurtenances needed to connect to the existing water main, and complete restoration of the surface disturbed by construction including pavement, sidewalk, curb, swales, pavements markings, signage, driveways, landscape, and irrigation.

3.22 BRICK PAVER SIDEWALK/DRIVEWAY REMOVAL – BID ITEM NO. 39

- A. Payment for brick paver removal shall be made at the Contractor's Unit Price for all labor, material and equipment required to remove, preserve, and protect the existing brick pavers.

3.23 CONCRETE SIDEWALK/DRIVEWAY REMOVAL – BID ITEM NO. 40

- A. Payment for concrete removal shall be made at the Contractor's Unit Price for all labor, material and equipment required to remove the existing concrete, including but not limited to saw-cutting, excavation, proper disposal, and complete surface restoration.

3.24 CURB AND GUTTER REMOVAL – BID ITEM NOS. 41 - 43

- A. Payment for curb and gutter removal shall be made at the Contractor's Unit Price for all labor, material and equipment required to remove the existing curb and gutter, including but not limited to saw-cutting, excavation, proper disposal, and complete surface restoration.

3.25 6" DIP WATER MAIN REMOVAL – BID ITEM NO. 44

- A. Payment for water main removal shall be made at the Contractor's Unit Price for all labor, material, and equipment required to remove the existing water main, including but not limited to fittings, valves, valve boxes, dewatering, excavation, cutting, bracing, backfilling, compaction, proper disposal, and complete surface restoration.

3.26 FIRE HYDRANT REMOVAL – BID ITEM NO. 45

- A. Payment for fire hydrant removal shall be made at the Contractor's Unit Price for all labor, material, and equipment required to remove the existing fire hydrants, including but not limited to fittings, valves, valve boxes, dewatering, excavation, cutting, bracing, backfilling, compaction, proper disposal, and complete surface restoration.

3.27 REMOVE EXISTING STORM PIPE – BID ITEM NO. 46

- A. Payment for storm pipe removal shall be made at the Contractor's Unit Price for all labor, material, and equipment required to remove the existing storm pipe, including but not limited to dewatering, excavation, cutting, bracing, backfilling, compaction, proper disposal, plugging both ends with brick and grout, and complete surface restoration.

3.28 ELECTRICAL UNDERGROUND ROUGH-INS – BID ITEM NOS. 47 - 50

- A. Payment for the electrical underground rough-in shall be made at the Contractor's Linear Footage and Unit Prices for trenching, labor, conduit, pull box, material, fittings and backfill.

3.29 WIRING AND GROUND RODS – BID ITEM NOS. 51 - 54

- A. Payment for the electrical wiring and ground rods shall be made at the Contractor's Unit Prices for wiring and ground rod, exothermic connection for wiring to ground rod and labor.

3.30 BREAKERS AND CONTROLS – BID ITEM NOS. 55 - 57

- A. Payment for the breakers and controls shall be made at the Contractor's Unit Prices for panel breakers, contractor and enclosure, photocell and labor.

3.31 LIGHTS POLES, RECEPTACLES AND DECORATIVE LIGHTS – BID ITEM NOS. 58 - 60

- A. Payment for the breakers and controls shall be made at the Contractor's Unit Prices for light pole concrete base, light pole, light pole decorative arm, decorative light, weather-proof GFCI receptacle, wiring, connection and labor.
- B. LED light pole assemblies shall be by Lumec. Refer to the Electrical plans for the approved product numbers.

3.32 TREE AND PALM REMOVAL – PAY ITEM NOS. 61 - 62

- A. Payment for this item shall be made at the Contractor's Lump Sum Price for the complete removal of trees and palms, including existing roots, disposal and acceptance of plant material removed. The Price shall include compensation for all labor, material, disposal, and equipment required to remove plant material in accordance with the plans and specifications.
- B. Payment shall be made as a lump sum for tree removal by authorization of the Consultant. Any plant or utilities that are damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.33 TREE PROTECTIVE FENCING/BARRICADE – PAY ITEM NO. 63

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of tree protective fencing/barricade installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to furnish and install tree protective fencing/barricade in accordance with the plans and specifications.

- B. Payment shall be made for each linear foot of tree protective fencing/barricade installed by authorization of the Consultant. Any tree protective fencing/barricade that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.34 ROOT PRUNING OF EXISTING TREES – PAY ITEM NO. 64

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of root pruning of existing trees installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to root prune existing trees in accordance with the plans and specifications.
- B. Payment shall be made for each linear foot of root pruning of existing trees performed by authorization of the Consultant. Any trees or utilities that are damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.35 LANDSCAPE COMPLETE LARGE PLANTS – PAY ITEM NOS. 65 - 68

- A. Payment for this item shall be made at the Contractor's Unit Price per large plant installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to furnish and install and stake large plants including all labor, material and equipment required to furnish and install the Percussion Driven Earth Anchors (PDEA) in accordance with the plans and specifications for all large trees and palms on NE 33rd Street.
- B. Payment shall be made for landscape complete large plants installed and accepted by authorization of the Consultant. Any plants or utilities damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.36 LANDSCAPE COMPLETE SMALL PLANTS – PAY ITEMS NOS. 69 - 74

- A. Payment for this item shall be made at the Contractor's Unit Price per small plant installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to furnish and install small plants in accordance with the plans and specifications.
- B. Payment shall be made for landscape complete small plants installed and accepted by authorization of the Consultant. Any plants or utilities damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.37 ROOT BARRIER – PAY ITEM NOS. 75 - 76

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of root barrier fabric installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install root barrier fabric in accordance with the plans and specifications.
- B. Payment shall be made for root barrier fabric by authorization of the Consultant.

3.38 EXCAVATION FOR LANDSCAPE – PAY ITEM NO. 77

- A. Payment for this item shall be made at the Contractor's Unit Price per cubic yard of material excavated. The Contractor's unit price shall include full compensation for all supervision, labor, equipment, and materials required to complete the work in accordance with the plans and specifications. This unit pricing includes, Excavation including cost of legal disposal of all deleterious material, Trench Safety Compliance and removal of all extraneous excavated materials.

3.39 PLANTING SOIL AND MULCH – PAY ITEM NOS. 78 - 79

- A. Payment for this item shall be made at the Contractor's Unit Price per cubic yard of planting soil/mulch installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install the planting soil/mulch in accordance with the plans and specifications.
- B. Payment shall be made for each cubic yard of planting soil/mulch installed by authorization of the Consultant. Any plants or utilities that are damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.40 SILVA CELL SYSTEM – PAY ITEM NO. 80

- A. Payment for this item shall be made at the Contractor's Lump Sum Price of Silva Cells installed and accepted. The Price shall include compensation for all labor, material, and equipment required to install the Silva Cells in accordance with the plans and specifications, including but not limited to excavation, backfill, compaction, geotextiles, associated planting soil, aggregate subbase, subgrade, limerock, asphalt, and restoration.
- B. Payment shall be made for Silva Cells constructed or replaced by authorization of the Consultant. Any Silva Cell that is damaged incidental to construction or defective shall be replaced at the Contractor's expense

3.41 IRRIGATION SYSTEM – PAY ITEM NO. 81

- A. Payment for this item shall be made at the Contractor's Lump Sum Price to furnish the irrigation system. The Contract Lump Sum Price shall include compensation for all labor, material, and equipment required to retrofit and install the irrigation system in accordance with the plans and specifications.
- B. Payment shall be made for lump sum of irrigation sleeves, various sizes installed by authorization of the Consultant. Any item that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.42 CONCRETE WHEELSTOPS – BID ITEM NO. 82

- A. Payment for concrete wheelstops shall be made at the Contractor's Unit Price for each installed and accepted. The Unit Price shall include full compensation for all labor, material, and equipment required to install each wheelstop in accordance with the Contract Drawings.

3.43 STORM PIPE CLEANING AND JETTING – BID ITEM NOS. 83 - 86

- A. Contractor's Unit Price shall include all labor, material, and equipment required to flush and clean the entire stormwater conveyance network within the project limits. This includes new pipe and existing pipe that are connected to the new system. Price shall also include desilting the stormwater structures immediately upstream and downstream of each pipe that is jetted.
- B. Payment shall be made at the Unit Price at the conclusion of underground construction and after proper inspection is conducted and accepted by the Owner or the Engineer.

END OF SECTION

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SECTION 01015 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section provides for miscellaneous provisions applicable to the Work.

1.2 RELATED SECTIONS

- A. Other Sections as applicable.

1.3 TERMINOLOGY

- A. Throughout the Contract Documents, the following definitions apply:
- 1) Owner - The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 - 2) Work - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.4 SAFETY

- A. All Work shall be done in a safe manner and in strict compliance with all requirements of the Federal Occupational Safety and Health Act (OSHA), The Florida Trench Safety Act and all other State and local safety and health regulations.
- B. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, their employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due. Failure of the Owner to direct the correction of unsafe conditions or practices shall not relieve the Contractor of their responsibilities.
- C. The Contractor shall provide, erect, and maintain as necessary, strong and suitable barricades, danger signs, and warning lights for the protection of the public in accordance with Section 01570 – Traffic Regulation.
- D. 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, lighted or reflector type and serviceable, in the opinion of the CITY PROJECT MANAGER and/or CONSULTANT.

- E. 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 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.
- F. The Contractor shall notify all residences and businesses of planned construction at least five (5) 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 PROJECT MANAGER.
- G. Homeowners and business owners shall be provided reasonable access. The Contractor shall provide temporary crossings, sidewalks, bridges or driveway access, including safe passage over open excavations as required.

1.5 ACCIDENT REPORTS

- A. In addition, the Contractor must promptly report in writing to the CITY PROJECT MANAGER 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 PROJECT MANAGER and CONSULTANT.
- 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 PROJECT MANAGER, giving full details of the claim.

1.6 APPLICABLE CODES

- A. The Contractor shall comply with the applicable standards codes and specifications governing the Contract Documents whether Local, County, State, or Federal. The Contractor is obligated to notify the Owner and Engineer of any deficiency contained in the Contract Documents immediately upon discovery. Where conflicts exist in such, the more stringent shall govern.

1.7 APPLICABLE PERMITS AND LICENSES

- A. The Contractor shall abide by all permit conditions, whether, general, specific, limited, or otherwise. A copy of all applicable permits and licenses, with the exception of municipal permits obtained by the Contractor, are attached hereto, and made a part of the Contract Documents.

1.8 PUBLIC BID DISCLOSURE ACT 218.80 FS

- A. All the local governmental entity permits or fees are to be disclosed, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the Contractor to the unit of government that issued the bidding documents or other governmental agency,

- B. The following permits are required for this project: City of Fort Lauderdale Public Works and Engineering, Building Department, SFWMD Dewatering, BCEPGMD Dewatering, and FDEP NOI to use an NPDES Generic Permit. The cost for these permits is accounted for in the Permitting Allowance found on the Bid Form.

1.9 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 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PRE-CONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of the Notice To Proceed, the Contractor shall arrange for a Pre-Construction meeting. The meeting shall be held with a minimum of one weeks' notice and shall include the Engineer, the Owner, and Representatives for all affected utility companies.

3.2 SITE CONDITIONS

- 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 thereof is assumed by the City.

3.3 TEMPORARY UTILITIES

- A. The Contractor shall be responsible to arrange for and supply all temporary utilities including, but not limited to, water, sewer, and electricity.
- B. The cost of temporary utilities shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.4 UNDERGROUND LOCATING SERVICE

- 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 contracting each utility for location and notification prior to commencing work.
- B. Prior to underground construction, the Contractor is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.
- C. Contractor shall plan for ten (10) business days prior to any excavation and make arrangements for locating water crossings.

3.5 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. Contractor shall bring immediately attention of the CITY PROJECT MANAGER if any difficulty or dispute should arise in the accomplishment of the above.
- C. At no time is the Contractor to undertake to close off any utility lines or open valves or take other action, which would affect the operation of any existing utility systems. Impact caused by this action will be contractor responsibility.
- D. Provide at least three business days of notice to the City prior to any operations to the existing water line. The City's operation crew will operate all water valves.

3.6 HURRICANE PREPAREDNESS PLAN

- A. Should the performance of the Work occur during Hurricane Season, within thirty days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures that the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel.

3.7 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct; Contractor will cause Subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of Contractor or any Subcontractor to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

3.8 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. They 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 the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

3.9 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 CITY PROJECT MANAGER to provide for appropriate agency coordination. Time extensions will not be granted for insufficient MOT applications or MOT applications not submitted and approved within the required 2 weeks before the proposed road closure.
- B. The Contractor shall leave a night emergency telephone number or numbers with the police department, the CONSULTANT and the CITY PROJECT MANAGER, 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 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.

3.10 REPORTING OF DAMAGE CLAIMS

- A. The CONTRACTOR shall keep the CITY informed of any damage claims made against the CONTRACTOR during the construction period. All claims for automobile damage, property damage/bodily injury will be reported to the CONTRACT ADMINISTRATOR within 24 hours of receipt of notice. CONTRACTOR will conduct a timely investigation of the claim and determine if they will honor the claim and/or report to their insurance carrier. CONTRACTOR will advise the City of Fort Lauderdale in writing of their decision/referral to carrier.

3.11 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the Work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all Work and materials covered by the Contract.

- B. All Work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at their own expense. Protection measures shall be subject to the approval of the Owner and Engineer.

3.12 MAINTENANCE

- A. The CONTRACTOR shall fully cooperate at all times with the CITY in order to maintain the operation of the existing water and/or sewer system with the least amount of interference and interruption possible. The schedule plans and work of the CONTRACTOR shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.
- B. It may be necessary to interrupt the operation of the existing water and/or sewer system. In all cases where the CONTRACTOR must cause an interruption, CONTRACTOR shall prepare and submit to the CITY'S ENGINEER four (4) working days prior to commencing the work, a complete description of the proposed procedure and a time schedule, which CONTRACTOR will guarantee. At least forty-eight (48) hours prior to the time proposed for starting the work, the CITY'S ENGINEER will notify the CONTRACTOR whether or not the work will be permitted as proposed.
 - 1) The CITY'S ENGINEER reserves the right to require the CONTRACTOR to work 24 hours per day in all cases where, in ENGINEER'S opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.
 - 2) In no case will the CONTRACTOR be permitted to interfere with the existing system until all materials, supplies, equipment, tools and incidentals necessary to complete the work are on the site. Backup equipment on key equipment items shall be required on work necessitating interference with the existing system.

3.13 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.

3.14 CONTRACTOR USE OF PREMISES

- A. Contractor shall have limited use of the premises for construction operations, including limited use of the site. The Contractor's use of the premises is further limited to the Owner's right to perform construction operations with its own forces or to employ separate Contractors on portions of the project.
- B. The Contractor shall be responsible for coordinating their daily activities in conjunction with any Contractors presently working within the vicinity of this project.
- C. Confine operations to areas within rights-of-way and easements.
- D. Keep existing driveways and entrances serving the premises clear and available to the Owner, Residents, Businesses, and the Owner's employees at all times.

- 1) Do not use these areas for parking or storage of materials.
- 2) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

E. Interfering Structures

- 1) Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- 2) 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, monuments, utility poles 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 underground structure damaged and make repairs or replacements before backfilling.
- 3) 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.

3.15 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Provide and maintain methods, equipment, and temporary construction to temporary controls over environmental conditions at the construction site and related area under CONTRACTOR's control and remove physical evidence of the temporary facilities at completion of work. Temporary controls include but not limited to:
 - 1) Noise control
 - 2) Dust control
 - 3) Water control
 - 4) Pest control
 - 5) Rodent control
 - 6) Debris control
 - 7) Pollution control
 - 8) Erosion control
- C. The Contractor shall raise or lower all manholes, valve boxes, etc. to finished grade. The cost of these adjustments shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.16 EXISTING IRRIGATION

- A. All irrigation systems within the area of the Work shall be constructed in accordance with the plans and specifications. The cost of repairs and/or adjustment to existing irrigation shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.17 DEMOLITION

- A. Limits of demolition which may be shown in the Contract Documents are general in nature. Actual limits of demolition shall be as determined by the field conditions in conformance with the requirements of the Work.
- B. All sidewalks within the limits of construction that are disturbed and are not ADA compliant (cross-slopes which exceed 2% and/or running slopes which exceed 5% and/or changes in level of ¼" or greater) shall be demolished and reconstructed to meet these requirements. ADA slope compliance shall be verified using a 36-inch digital level.
- C. When sidewalk tie-ins exist outside the limits of construction which are not ADA compliant, the Contractor shall replace those sections as directed by the Owner.

3.18 KEY PERSONNEL NAMES

- A. Within 5 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site including:
 - 1) Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers.
 - 2) Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

3.19 DISCREPANCIES AND ERRORS

- A. 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.
- B. 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.

3.20 REQUEST FOR INFORMATION (RFI)

- A. Procedure
 - 1) 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:
 - a. RFI's shall originate with Contractor. RFI's submitted by entities other than Contractor will be returned with no response.
 - b. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI's

- 1) Include a detailed, legible description of item needing interpretation and the following:
 - a. City Project Number
 - b. City Project Name.
 - c. Date.
 - d. Name of Contractor.
 - e. RFI's number, numbered sequentially.
 - f. Specification Section number and title and related paragraphs, as appropriate.
 - g. Drawing number and detail references, as appropriate.
 - h. Field dimensions and conditions, as appropriate.
 - i. 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.
 - j. Contractor's signature.
 - k. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - l. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
 - m. Identify each page of attachments with the RFI's number and sequential page number.

C. Software-Generated RFI's

- 1) Software-generated form with substantially the same content as indicated above.
 - a. Word Template is available upon request from the City's Engineer's Office.
 - b. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Engineer's Action. Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFI's received after 1:00 p.m. will be considered as received the following working day.

- 1) The following RFI's 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 Engineer's actions on submittals.
 - f. Incomplete RFI's or RFI's with numerous errors.
 - 2) Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
 - 3) Engineer's action on RFI's 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 Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI's response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI's response.
 - E. Upon receipt of Engineer's action, update the RFI's log and immediately distribute the RFI's response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
 - F. RFI's Log
 - 1) Prepare, maintain, and submit a tabular log of RFI's organized by the RFI's number. Submit log bi-weekly. Include the following:
 - a. Project name.
 - b. Name and address of Contractor.
 - c. RFI's number including RFI's that were dropped and not submitted.
 - d. RFI's description.
 - e. Date the RFI was submitted.
 - f. Date Engineer's response was received.
 - G. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
- 3.21 DAILY CONSTRUCTION OBSERVATION REPORTS
- A. Contractor shall prepare daily construction observation reports to include the following information:
 - 1) List of Subcontractors at the site.
 - 2) Count and role of personnel onsite.
 - 3) Equipment onsite.
 - 4) Material deliveries.
 - 5) Field testing.

- 6) High and low temperatures and general weather conditions.
 - 7) Accidents, if applicable.
 - 8) Stoppages, delays, shortages, and losses.
 - 9) Differing or unforeseen field conditions.
 - 10) Emergency procedures.
 - 11) Orders and requests of authorities having jurisdiction.
 - 12) Change Orders received and implemented.
 - 13) Construction Change Directives received and implemented.
 - 14) Services connected and disconnected.
 - 15) Equipment or system tests and startups.
 - 16) Substantial and final completion inspections.
- B. Contractor shall submit these reports on a weekly basis.

END OF SECTION

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SECTION 01021 - OWNER ALLOWANCES**PART 1 GENERAL****1.1 DESCRIPTION**

- A. This Section provides for administrative procedures for the Contractors utilization of monetary amounts for Owner Allowances when contained in the Contract Price or Total Base Bid.
- B. The Contractor has included in the Contract Price all Allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- C. The Contractor agrees that an Allowance, if any, is for the sole use of Owner to cover unanticipated or undetermined costs.
- D. All Owner Allowances which remain unused, in whole or in part, remain the property of the Owner.

1.2 RELATED SECTIONS

- A. Bid Form
- B. Section 01012 – Measurement and Payment
- C. Section 01152 – Application for Payment
- D. Section 01310 - Construction Schedules
- E. Section 01340 – Shop Drawings, Working Drawings, and Samples

1.3 SCHEDULE OF ALLOWANCES

- A. Refer to the Bid Form.

1.4 PROCEDURES FOR ADMINISTRATION OF ALLOWANCES.

- A. Funds will only be drawn from Owner Allowances by receiving prior written approval from the CITY's PROJECT MANAGER and the Engineer.

1.5 COSTS INCLUDED IN PERMITTING ALLOWANCES

- A. Cost of the permit application fee determined by the Agency at the time of the Contractor's submittal. All other costs associated with obtaining the required permits shall be the responsibility of the Contractor.

1.6 COSTS INCLUDED IN OTHER ALLOWANCES

- A. Cost of materials to Contractor, less applicable trade discounts.
- B. Delivery to site, products handling at site, including unloading, uncrating, and storage.
- C. Applicable taxes unless covered by Owner Furnished Equipment agreement.
- D. Protection of products from elements and from damage.
- E. All labor, insurance, payroll, bonding, equipment rental, expenses for the installation and finishing necessary for a complete working system or product.

- F. Other expenses required to complete installation.
- G. Contractor field and home office overhead and profit.

1.7 CONTRACTOR RESPONSIBILITIES

- A. Promptly notify Engineer of any reasonable objections from supplier.
- B. On notification of selection, execute purchase agreement with designated supplier.
- C. Arrange for process shop drawings, product data, and samples.
- D. Arrange for delivery. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Install, adjust, and finish products.
- F. Provide warranties for products and installation.

1.8 CORRELATION WITH CONTRACTOR SUBMITTALS

- A. Schedule shop drawings, product data, samples, and delivery dates, in Progress Schedule for products selected under allowances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01045 - CUTTING AND PATCHING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Contractor shall be responsible for all cutting, fitting and patching required to complete the Work or to:
 - 1) Make its several parts fit together properly.
 - 2) Uncover portions of the Work to provide for installation of ill-timed Work.
 - 3) Remove and replace defective Work.
 - 4) Remove and replace Work not conforming to requirements of Contract Documents.
 - 5) Remove samples of installed Work as specified for testing.
 - 6) Investigate subsurface conditions or utilities.

1.2 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01015 – General Requirements
- C. Section 01046 – Modifications to Existing Structures, Piping, and Equipment

1.3 SUBMITTALS

- A. Submit a written request to the Engineer in advance of executing any cutting or alteration which affects:
 - 1) Work of the Owner or any separate contractor.
 - 2) Structural value or integrity of any element of the Project.
 - 3) Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4) Efficiency, operational life, maintenance, or safety of operational elements.
 - 5) Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1) Identification of the Project.
 - 2) Description of affected Work.
 - 3) The necessity for cutting, alteration, or excavation.
 - 4) Effect on Work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
 - 5) Description of proposed Work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the Work.

- c. Products proposed to be used.
 - d. Extent of refinishing to be redone.
- 6) Alternatives to cutting and patching.
- 7) Cost proposal, when applicable.
- 8) Written permission of any separate contractor whose Work will be affected.
- C. Submit written notice to the Engineer designating the date and the time Work will be uncovered.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Comply with specifications and standards for each specific project involved.

PART 3 EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting or patching.
- B. After uncovering Work, inspect conditions affecting installation of Products, or performance of Work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with Work until the Engineer has provided further instructions.

3.2 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching Work and maintain excavations free from water.

3.3 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other Work and will provide proper surfaces to receive installation of repairs.
- B. Execute cutting methods which will prevent settlement or damage to other Work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1) Weather-exposed or moisture-resistant surfaces.
 - 2) Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- E. Restore Work which has been cut or removed; install new products to provide completed Work in accord with requirements of Contract Documents.

- F. Fit Work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1) For continuous surfaces, refinish to nearest intersection.
 - 2) For an assembly, refinish entire unit.

END OF SECTION

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SECTION 01046 - MODIFICATIONS TO EXISTING STRUCTURES, PIPING, AND EQUIPMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. Furnish all labor, materials, equipment and incidentals required to modify, alter, and convert existing structures as shown or specified and as required for the installation of new mechanical equipment, piping, and appurtenances. Existing piping and equipment shall be removed, salvaged, abandoned, or dismantled as necessary for the performance of the Work.

1.2 RELATED SECTIONS

- A. Section 01045 – Cutting and Patching
- B. Section 01310 – Construction Schedules

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

- A. The Contractor shall cut, repair, reuse, excavate, demolish, or otherwise remove parts of the existing structures or appurtenances, as indicated on the Drawings or specified herein or necessary for the performance of the Work.
- B. The above Work shall include the cutting of grooves and chases in existing masonry to permit the proper bonding of new masonry to old, repainting of existing masonry, drilling of holes into bolts, or other appurtenances, and the cutting of holes in masonry for the installation of pipe, conduits, and other appurtenances. The Work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal Work found embedded in the existing structures.
- C. Blasting with explosives will not be permitted to complete any Work under this Contract.
- D. Care shall be taken not to damage any part of existing buildings, foundations, and exterior structures both below and above ground.
- E. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and to the extent approved by the Engineer.
- F. When removing materials or portions of existing structures and when making openings in walls and partitions, the Contractor shall take all precautions and use all necessary barriers and other protective devices so as not to damage the structures or contents by falling or flying debris and not to damage the structures from excavation or undermining of existing structural supports, beams, footings, columns or any structural member.

- G. Materials and equipment removed in the course of making alterations and additions shall remain the property of the Owner, except that items not salvageable, as determined by the Engineer and the Owner shall become the property of the Contractor to be disposed of by him off the site of the Work at his own place of disposal. The Contractor shall assist the Owner in loading and hauling of salvageable materials within the municipal limits of the project.
- H. All Work of altering existing structures shall be done at such time and in such manner as will comply with the approved time schedule. So far as possible before any part of the Work is started, all tools, equipment, and materials shall be assembled and made ready so that the Work can be completed without delay.
- I. All workmanship and new materials involved in constructing the alterations shall conform to the General Specifications for the classes of Work insofar as such specifications are applicable.
- J. All cutting of existing masonry or other material to provide suitable bonding to new Work shall be done in a manner to meet the requirements of the respective section of these specifications covering the new Work. When not covered, the Work shall be carried on in the manner and to extent directed by the Engineer.
- K. Where holes in existing masonry are required to be sealed, unless otherwise herein specified, they shall be sealed with cement mortar or concrete. The sides of the openings shall be provided with keyed joints and shall be suitably roughened to furnish a good bond and make a watertight joint. All loose or unsound material adjacent to the opening shall be removed and, if necessary, replaced with new material. The method of placing the mortar seal shall provide a suitable means of releasing entrapped air.
- L. Surfaces of seals visible in the completed Work shall be made to match as nearly as possible the adjacent surfaces.
- M. Non-shrink grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown.
- N. Operating equipment shall be thoroughly cleaned and then lubricated and greased for protection during prolonged storage.
- O. The Contractor shall provide flumes, hoses, piping, etc. to divert or provide suitable plugs, bulkheads or other means to hold back the flow of wastewater, water or other liquids, all as required in the performance of the Work under this Contract.

3.2 SALVAGE

- A. Any existing equipment or material, including but not limited to, motors, electrical components or controls, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner, and, if so, shall be removed or excavated, if necessary, and delivered to the Owner at a location directed by the Owner. Any equipment or material not worthy of salvaging, as directed by the Owner, shall be disposed of by the Contractor at a suitable location.

3.3 CONNECTING TO EXISTING PIPING AND EQUIPMENT

- A. The Contractor shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the Drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.
- B. The Contractor shall dismantle and remove all existing equipment, piping and other appurtenances required; he shall cut existing pipelines for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removed shall be cut off one inch below the concrete surface.
- C. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including the most convenient new valve, shall be installed.
- D. Where necessary or required for the purpose of making connections, the Contractor shall cut existing pipelines in a manner to provide an approved joint. Where required, he shall weld beads, flanges or provide Dresser Couplings, all as specified and required.

END OF SECTION

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SECTION 01050 - FIELD ENGINEERING AND SURVEYING**PART 1 GENERAL****1.1 DESCRIPTION**

- A. Provide and pay for field Engineering and surveying services required for Project as follows:
 - 1) Surveying Work required for the lay-out and execution of Work.
 - 2) Surveying Work required to identify and maintain existing control points, benchmarks, and property line corners.
 - 3) Surveying Work required to verify existing utility locations.
 - 4) Surveying Work as required to create Project Record Documents.
 - 5) Civil, structural, or other professional Engineering services specified, or required to execute the Contractor's construction methods.
 - 6) Testing, sampling, calibrating, and training services specified, or required to execute the Contractor's construction methods including soils, concrete, material, etc.

1.2 RELATED SECTIONS

- A. Section 01410 – Materials and Installation Testing
- B. Section 01720 – Project Record Documents

1.3 QUALIFICATIONS OF PROFESSIONAL

- A. Florida Registered Professional Surveyor and Mapper, acceptable to the Owner and the Engineer.
- B. Florida Registered Professional Engineer(s) of the specialty required for on the Project, acceptable to the Owner and the Engineer.
- C. Submittals:
 - 1) Statement of Qualification (SOQ) for land surveyor or civil engineer.
 - 2) Statement of Qualification (SOQ) for professional videographer.

1.4 SURVEY REFERENCE POINTS

- A. Horizontal and vertical control points for the Project are to be established by the Engineer and provided to the Contractor.
- B. Locate and protect control points prior to starting Work and preserve all permanent reference points during construction.
 - 1) Make no changes or relocations without prior written notice to the Engineer.
 - 2) Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
 - 3) Require surveyor to replace project control points which may be lost or destroyed.

- a. Establish replacements based on original survey control.

1.5 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two temporary benchmarks on site, referenced to data by survey control points.
 - 1) Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
 - 1) Site Improvements
 - a. Line and grade of pipe and structure installation; top of pipe, invert, slope, etc.
 - b. Grading for fill and topsoil placement, roadway sub-base and base installation.
 - 2) Controlling lines and levels required for all trades.
- C. From time to time, verify layouts by same methods.

1.6 RECORDS

- A. Maintain a complete, accurate log of all control and survey Work as it progresses in accordance with Section 01720.

1.7 SUBMITTALS

- A. Submit name and address of Professional Surveyor and Mapper or Professional Engineer to the Engineer.
- B. On request of the Engineer, submit documentation to verify accuracy of field engineering Work.
- C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- D. Submit Project Record Documents in accordance with Section 01720.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01090 - REFERENCES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Applicable Publications: Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- B. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific Work is to be assigned to specialists or expert entities, who must be engaged for the performance of that Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These assignments shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. The final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all Work specified herein shall conform to or exceed the requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to "Building Code" or "Code" shall mean the Florida Building Code. The latest edition of the code as approved and used at the local agency having jurisdiction, shall apply to the Work herein, including, all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflicts between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarifications and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- D. Applicable Standard: The Contractor shall construct all Work in accordance with the requirements of the Contract Documents, building codes, and referenced standards specified herein.
- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, including all changes and amendments thereto.

- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.3 ABBREVIATION

- A. Wherever in these specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronyms or abbreviation only. As a guide to the user of these specifications, the following acronyms and abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and acronyms contained in the Contract Documents may include, but not be limited to, the following:

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of the State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACPPA	American Concrete Pressure Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASQC	American Society for Quality Control

ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DCDMA	Diamond Core Drill Manufacturers Association
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
HI	Hydraulic Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturers Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NGLI	National Grease Lubricating Institute
NMA	National Microfilm Association
NRCA	National Roofing Contractors Association
NWMA	National Woodwork Manufacturers Association
NWWA	National Water Well Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association

PCI	Precast Concrete Institute
PDI	Plumbing and Drainage Institute
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBC	Southern Building Code Congress International, Inc. (SBCCI)
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WPCF	Water Pollution Control Federation
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01152 - APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Agreement between Owner and Contractor and the Contract Documents.

1.2 RELATED SECTIONS

- A. Bid Form
- B. Construction Agreement
- C. Section 01012 – Measurement and Payment
- D. Section 01050 – Field Engineering and Surveying
- E. Section 01310 – Construction Schedules
- F. Section 01370 – Schedule of Values
- G. Section 01380 – Construction Photographs
- H. Section 01700 – Contract Close Out
- I. Section 01720 – Project Record Documents

1.3 FORMAT AND DATA REQUIRED

- A. Submit applications typed on an industry standard, Application for Payment, form: the Construction Specification Institute (CSI), Engineers Joint Contract Documents Committee (EJCDC), American Institute of Architects (AIA); or use forms provided by the Owner with itemized data typed on 8-1/2 inch x 11 inch white paper and continuation sheets.
- B. Payment forms shall show significant detail to substantiate request. Additional detail may be required by the Engineer.

1.4 APPLICATION FOR PAYMENT FOR STORED MATERIALS

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

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 update construction schedule.

- D. 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:
 - a. In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach their partial release of lien.
 - b. For the second (2nd) pay request, the General Contractor must attach their 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.
- E. For each payment application requesting payment for undergrounding allowance for undergrounding work for overhead utilities, written authorization of payment from each utility being requested must be received with payment application.
- 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 who is 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.

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- 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:
- 1) List of subcontractors.
 - 2) Schedule of Values.
 - 3) Contractor's Construction Schedule (preliminary if not final).
 - 4) Products list.
 - 5) Submittals Schedule (preliminary if not final).
 - 6) List of Contractor's staff assignments.
 - 7) Copies of building permits.
 - 8) Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 9) Initial progress report.
 - 10) Report of preconstruction conference.
- L. 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 liquidated damages settlement statement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01200 - PROJECT MEETINGS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Contractor shall schedule and administer a preconstruction meeting, progress meetings at a minimum of every two weeks on a day established by the CITY's Representative and specially called meetings throughout progress of the work. The Contractor shall:
 - 1) Prepare agenda for meetings.
 - 2) Make physical arrangements for meetings.
 - 3) Preside at meetings.
 - 4) Record in writing the minutes; include significant proceedings and decisions.
 - 5) Record the meeting with an audio recording device.
 - 6) Reproduce and distribute copies of minutes within five working days after each meeting:
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
- B. Representatives of Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall attend meetings to assure that Work is executed consistent with Contract Documents and construction schedules.

1.2 RELATED SECTIONS

- A. Section 01310 – Construction Schedules.
- B. Section 01340 – Shop Drawings, Working Drawings, and Samples.
- C. Section 01720 – Project Record Documents.

1.3 PRECONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 14 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties designated by the Owner.
- C. Attendance:
 - 1) Owner's Representative.
 - 2) Engineer and their Professional Consultants.
 - 3) Resident Project Representative.
 - 4) Contractor's Superintendent.
 - 5) Major Subcontractors.
 - 6) Major Suppliers.

- 7) Utilities.
- 8) Others as appropriate.
- D. Suggested Agenda:
 - 1) Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedule.
 - c. Maintenance of Traffic plans.
 - 2) Critical Work sequencing/critical path scheduling.
 - 3) Major equipment deliveries and priorities.
 - 4) Project Coordination.
 - a. Designation of responsible personnel.
 - 5) Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payments.
 - 6) Adequacy of Distribution of Contract Documents.
 - 7) Procedures for maintaining Record Documents.
 - 8) Use of Premises:
 - a. Office, Work, and Storage Areas.
 - b. Owner's Requirements.
 - 9) Construction facilities, controls, and construction aids.
 - 10) Temporary Utilities.

1.4 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the Work or as required by the Engineer or the Owner.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: Office of the Owner or Engineer.
- D. Attendance:
 - 1) Owner.
 - 2) Engineer, and their professional consultants as needed.
 - 3) Contractor.
 - 4) Subcontractors as appropriate to the agenda.

- 5) Suppliers as appropriate to the agenda.
- 6) Others as appropriate.
- E. Suggested Agenda:
 - 1) Review, approval of minutes of previous meeting.
 - 2) Review of Work progress since previous meeting.
 - 3) Field observations, problems, and conflicts.
 - 4) Problems which impede Construction Schedule.
 - 5) Review of offsite fabrication, delivery schedule.
 - 6) Corrective measures and procedures to regain projected schedule.
 - 7) Revisions to Construction Schedule.
 - 8) Progress, schedule, during succeeding Work period.
 - 9) Coordination of schedules.
 - 10) Review submittal schedules; expedite as required.
 - 11) Maintenance of quality standards.
 - 12) Pending changes and substitutions.
 - 13) Review proposed changes for:
 - a. Effect on Construction Schedule and on a completion date.
 - b. Effect on other contracts of the Project.
 - 14) Other business.
 - 15) Construction schedule.
 - 16) Critical/long lead items.
- F. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of Work, etc.
- G. The Contractor is to provide a current submittal log and construction schedule at each progress meeting in accordance with Section 01310 and Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01310 - CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Promptly after Award of the Contract and within 14 days after the effective date of the Agreement, prepare and submit to the Owner or the Engineer an estimated construction progress schedule for the Work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the Engineer until there is an approved up to date construction progress schedule on hand.
- D. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor's schedule.
- E. Contractor shall plan the work and carry it out with minimum interference to the surrounding businesses, residents and publics. The Contractor shall have sufficient manpower, equipment and material to complete the project.
- F. 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 CONSULTANT.
- G. No work shall commence without express consent of the CITY PROJECT MANAGER.
- H. If a privately-owned staging area is required, no work shall commence shall 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 PROJECT MANAGER

1.2 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01152 – Applications for Payment
- C. Section 01200 – Project Meetings
- D. Section 01340 – Shop Drawings, Working Drawings, and Samples
- E. Other Sections as applicable.

1.3 FORM OF SCHEDULES

- A. Prepare schedules for submittal each month with pay request. The form of the schedule is to be Microsoft Project or approved equal. The Schedule is to indicate Work completed to date and additions to or deletions from the schedule.
 - 1) Provide separate horizontal bar for each trade or operation within each structure or item.

- 2) Horizontal time scale: In weeks from start of construction and identify the first Workday of each month.
- 3) Scale and spacing: To allow space for notations and future revisions.
- B. Format of listings: The chronological order of the start of each item of Work for each structure.
- C. Identification of listings: By major specification section numbers as applicable and structure.
- D. Computer Software. Prepare schedules using a program that has been developed specifically to manage construction schedules:
 - 1) Microsoft Project or Oracle Primavera.

1.4 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1) Show the complete sequence of construction by activity.
 - 2) Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale. Specifically list, but not limited to, the following:
 - 3) Shop Drawing Review
 - 4) Receiving Materials
 - 5) Pipeline Installations
 - 6) Testing
 - 7) Restoration
 - 8) Startup
 - 9) Record Drawings
 - 10) Permit Close-out
 - 11) Punch List
 - 12) Owner Activities, Including Inspections
 - 13) Show projected percentage of completion for each item, as of the first of each month.
 - 14) Show projected dollar cash flow requirements for each month of construction.
 - 15) Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of the Owner and Contractor.
 - 16) Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends Work beyond contract completion date.

- 17) If the Contractor provides an accepted schedule with an early completion date, the Owner reserves the right to reduce the duration of the Work to match the early completion date by issuing a deductive Change Order at no change in Contract Price.
 - B. Submittal schedule for shop drawings and samples in accordance with Section 01340. Must show:
 - 1) The dates for Contractor's submittals.
 - 2) The dates for submittals will be required for Owner furnished products, if applicable.
 - 3) The dates approved submittals will be required from the Engineer.
 - 4) A list of all long lead items (equipment, materials, etc.).
- 1.5 PROGRESS REVISIONS
- A. Indicate progress of each activity to date of submission.
 - B. Show changes occurring since previous submission of schedule:
 - 1) Major changes in scope.
 - 2) Activities modified since previous submission.
 - 3) Revised projections of progress and completion.
 - 4) Other identifiable changes.
 - C. Provide a narrative report as needed to define:
 - 1) Problem areas, anticipated delays, and the impact on the schedule.
 - 2) Corrective action recommended, and its effect.
 - 3) The effect of changes on schedules of other prime contractors.
- 1.6 SUBMISSIONS
- A. Submit initial schedules to the Owner or Engineer within 14 days after the effective date of the Agreement.
 - 1) The Owner or Engineer will review schedules and return review copy within 14 days after receipt.
 - 2) If required, resubmit within 7 days after return of review copy.
 - B. Submit a minimum of five (5) copies of revised monthly progress schedules with that month's application for payment.
- 1.7 DISTRIBUTION
- A. Distribute copies of reviewed schedules to:
 - 1) Owner (Two copies)
 - 2) Engineer (Two copies)
 - 3) Job Site File (One copy)
 - 4) Subcontractors (As needed)

5) Other Concerned Parties (As needed)

- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedule.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES**PART 1 GENERAL****1.1 DESCRIPTION**

- A. The Contractor shall submit to the Engineer for review, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of Work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The Contractor shall submit five (5) copies of shop drawings or other data to the Engineer.
- C. Within thirty (30) calendar days after the effective date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specific items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- D. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and Engineer. This log should include the following items:
 - 1) Submittal-Description and Number assigned.
 - 2) Date to Engineer.
 - 3) Date returned to Contractor (from Engineer).
 - 4) Status of Submittal (Approved/Resubmit/Rejected).
 - 5) Date of Resubmittal and Return (as applicable).
 - 6) Date material released (for fabrication).
 - 7) Projected date of fabrication.
 - 8) Projected date of delivery to site.
 - 9) Status of O & M submittal.

1.2 RELATED SECTIONS

- A. Section 01310 - Construction Schedules
- B. Section 01720 - Project Record Documents
- C. Section 01730 - Operating and Maintenance Data

1.3 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data, and samples prepared by or for them before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1) Field measurements
 - 2) Field construction criteria
 - 3) Catalog numbers and similar data
 - 4) Conformance and Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Working Drawings and Samples will be needed.
- E. The Contractor shall not begin any of the Work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, approved by the Engineer.
- F. The Contractor shall submit to the Engineer all shop drawings, working drawings and samples sufficiently in advance of construction requirements and shall account for Engineer's Shop Drawing review time accordingly.
- G. The Contractor shall submit two (2) copies of descriptive or product data submittals to complement shop drawings for the Engineer plus the number of copies which the Contractor requires. The Engineer will retain two (2) sets. All blueprint shop drawings shall be submitted with one (1) set of reproducible and four (4) sets of print. The Engineer will review the drawings and return to the Contractor the set of marked-up drawings with appropriate review comments.
- H. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review and Approval by Engineer of the necessary Shop Drawings.

1.4 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data, and samples submitted by the Contractor will cover only general conformity to the Specifications. The Engineer's review and exception if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

- B. The review of drawings and schedules will be general, and shall not be construed:
- 1) As permitting any departure from the Contract requirements;
 - 2) As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 - 3) As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedule as submitted describe variations and/or show a departure from the Contract requirements which the Engineer finds to be in the interest of the Owner and to be minor as not to involve a change in the Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "REVISE AND RESUBMIT" or "REJECTED" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as the first submittals. On resubmittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer will review one submittal and one re-submittal after which cost of review will be borne by the Contractor. The cost of Engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor and will not be considered "REJECTED" until resubmitted.
- J. The Engineer shall return Shop Drawing submittals to the Contractor within fourteen (14) calendar days from the date the Engineer receives them.

1.5 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required Shop Drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with Work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing, shall have a blank area 3 1/2 inches by 3 1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1) Number and title of the drawing.
 - 2) Date of drawing or revision.
 - 3) Name of project building or facility.
 - 4) Name of Contractor and subcontractor submitting drawing.
 - 5) Clear identification of contents and location of Work.
 - 6) Specification title and number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, they shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and a service company so that service and spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted along with each shop drawing submittal.

- G. All manufacturers or equipment supplier who proposes to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five (5) years.
- H. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer two (2) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, piping, electrical system and instrumentation system.

1.6 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false-Work; for underpinning; and for such other Work as may be required for construction, but does not become an integral part of the project.
- B. Copies of working drawings as noted in subparagraph 1.06A above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for Work.
- C. Working drawings shall be signed by a Registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such Work, working drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. The Contractor assumes all risks of error; the Owner and Engineer shall have no responsibility, therefore.

1.7 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in Work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1) Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2) Full range of color, texture, and pattern.
 - 3) A minimum of two samples of each item shall be submitted.

- C. Each sample shall have a label indicating
- 1) Name of Project
 - 2) Name of Contractor and Subcontractor
 - 3) Material or Equipment Represented
 - 4) Place of Origin
 - 5) Name of Producer and Brand (if any)
 - 6) Location in Project
- (Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.07B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the Work. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in Work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at their expense, if so requested at time of submission.

1.8 GENERAL SUBMITTAL AND REVIEW PROCESS

- A. Processing Time. Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- 1) Initial Review. Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2) Intermediate Review. If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3) Resubmittal Review. Allow 10 working days for review of each resubmittal.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 - SCHEDULE OF VALUES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within 14 days after the effective date of the Agreement.
- B. At a minimum, the Contractor's Schedule of Values shall include all items listed in Section 01012 – Measurement and Payment.
- C. Once approved, the Schedule of Values shall be used as the basis for the Contractor's Applications for Payment.

1.2 RELATED SECTIONS

- A. Section 01012 - Measurement and Payment
- B. Section 01152 - Applications for Payment

1.3 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Present schedule on an 8-1/2 inch x 11 inch white paper; Contractor's standard forms and automated printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
 - 1) Title of Project and location
 - 2) Engineer and Project number
 - 3) Name and Address of Contractor
 - 4) Contract designation
 - 5) Date of submission
- B. Schedule shall list the installed value of the component parts to include individual equipment, piping, electrical, paving, of the Work (as required) in sufficient detail to serve as a basis for computing values for progress payments during construction and for additions and deletions to the Work.
- C. For the various portions of the Work:
 - 1) Each item shall include a directly proportional amount of the Contractor's overhead and profit.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.4 ENGINEER'S APPROVAL

- A. The Schedule of Values is subject to the Engineer's approval.
 - 1) Additional line item detail may be required.
 - 2) Supporting information may be required.
 - 3) Additional comparison trade bids may be required.

PART 2 PRODUCTS (NOT USED)

PART 3 PRODUCTS (NOT USED)

END OF SECTION

SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall employ a professional photographer to take digital construction record photographs for pre-construction conditions periodically during course of Work and post-construction.

1.2 RELATED SECTIONS

- A. Section 01381 - Audio/Video Pre-construction Record
- B. Section 01720 - Project Record Documents

1.3 PHOTOGRAPHY REQUIRED

- A. View and Quantities Required:
 - 1) Take a minimum of 24 images of the site and adjacent property at the following intervals:
 - a. Pre-construction
 - b. Monthly, or other interval, at the cut-off date in accordance with Applications for Payment.
 - c. At construction events or discoveries as directed by the Owner or Engineer.
 - d. At post-construction.
- B. Aerial photography shall be required in addition to ground level images for items out of sight of ground level photography.
- C. Photograph from locations to adequately illustrate condition of construction and state of progress.
- D. At successive periods of photography, take at least one photograph from the same overall view as previously.
- E. Consult with the Owner and Engineer at each period of photography for instructions concerning views required.

PART 2 PRODUCTS

2.1 CAMERA REQUIREMENT

- A. A Digital Single Lens Reflex (DLSR) is required.
- B. Point and shoot, mobile phones and disposal cameras are not acceptable.

2.2 PHOTOGRAPHS

- A. The minimum file size is 6.0 megapixels per image.
- B. All images shall be color and in RGB format.
- C. Acceptable file formats include:

- 1) Tagged Information File Format (TIFF)
- 2) Joint Photographic Experts Group 2000 (JPEG2000)
- 3) Digital Negative (DGN)

D. Unacceptable file formats include:

- 1) Bitmap (BMP)
- 2) Graphics Interchange Format (GIF)
- 3) Portable Network Graphic (PNG)
- 4) RAW format.

2.3 METADATA

A. Each image must contain descriptive metadata as follows:

- 1) Name of Project
- 2) Orientation of View
- 3) Date and time of image
- 4) Name and address of photographer
- 5) Photographer's numbered identification of image.
- 6) Meaningful and descriptive filenames unique to each image.

2.4 COPYRIGHT

A. No copyrighted photographs will be accepted.

2.5 EDITING

A. Images shall not be edited in any way.

2.6 TECHNIQUE

- A. Factual presentation
- B. Magnification commensurate with the level of detail required.
- C. Correct image and focus
 - 1) High resolution and sharpness
 - 2) Maximum depth-of-field
 - 3) Minimum distortion

2.7 DELIVERY OF IMAGES

- A. Deliver electronic image file to the Owner and Engineer to accompany each Application for Payment or as directed.
- B. Electronic file storage media shall be a durable, commercial quality USB memory device of sufficient capacity to store the intended contents.
- C. Electronic file storage media shall be labeled and identified by project title and project number.

- D. The photographer shall keep electronic copies for a minimum of two years from Owner acceptance.

2.8 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.

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01381 - AUDIO/VIDEO PRE-CONSTRUCTION RECORD**PART 1 GENERAL****1.1 DESCRIPTION**

- A. The Contractor shall provide a continuous color video with audio of the entire project prior to construction and at Owner acceptance.

1.2 RELATED SECTIONS

- A. Section 01380 - Construction Photographs

1.3 SCHEDULE REQUIRED

- A. Video recordings shall not be made more than 30 days prior to construction. No construction shall begin prior to review and approval of the videos by the Engineer and the Owner.
- B. Videos not conforming to the Specifications shall be resubmitted at no additional charge.

1.4 PROFESSIONAL VIDEOGRAPHERS

- A. The Contractor shall engage the services of a professional videographer. The color audio-visual tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-visual documentation.
- B. SUBMITTALS
 - 1) Statement of Qualification (SOQ) for Professional Videographer.

PART 2 PRODUCTS**2.1 GENERAL**

- A. The finished product shall be a bright, sharp, clear picture free of distortion and show sufficient detail acceptable to the Owner and Engineer.
- B. All videos shall be color and in RGB format.
- C. The Contractor shall furnish to the Engineer and the Owner two (2) copies each of the electronic file, which becomes a project record document.
- D. Electronic file storage media shall be a durable, commercial quality USB memory device or compact disc of sufficient capacity to store the intended contents.
- E. Electronic file storage media shall be labeled and identified by project title and project number.
- F. The videographer shall keep electronic copies for a minimum of two years from Owner acceptance.

2.2 METADATA

- A. Each video must contain descriptive metadata as follows:
 - 1) Name of Project

- 2) Direction and road names
- 3) Date and time of image
- 4) Name and address of videographer
- 5) Meaningful and descriptive filenames unique to each image.

2.3 COPYRIGHT

- A. No copyrighted videos will be accepted.

2.4 EDITING

- A. Videos shall not be edited in any way other than metadata per Section 2.02.

PART 3 EXECUTION

- A. The video recording shall show all surface features located within the construction zone. These features shall include, but not be limited to, roadways, sidewalks, outside of houses (front and sides), driveways, culverts, walls, fences, and landscaping.
- B. Where station numbering is used, coverage shall begin at the lowest station number and be continuous until the highest station number is reached. Otherwise, the entire length of the project shall be documented including each plan sheet.
- C. Provide magnification (zoom) where appropriate to properly display details germane to the subject matter.
- D. Maintain camera speed slow enough to achieve detail acceptable to the Owner and Engineer.
 - 1) Videos with unacceptable camera speed will not be accepted.
 - 2) Videographer shall be responsible to meet all traffic laws at the time of video including all necessary and appropriate safety measures.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section describes the Contractor's minimum responsibilities in meeting the quality requirements of the Contract Documents.

1.2 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01410 – Materials and Installation Testing
- C. Section 02200 – Earthwork

1.3 OBSERVATION AT PLACE OF MANUFACTURE

- A. All material furnished for this project shall be new and unused. Any material, which has become excessively weathered or damaged since manufacture, shall not be considered as new. CITY PROJECT MANAGER shall be the sole judge as to what constitutes excessive weathering or damage.
- B. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the Owner and the Engineer at the place of manufacture.
- C. The presence of the Owner and/or the Engineer at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor.
- D. The Contractor shall advise the Owner and Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture.
- E. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contractor Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

1.4 SAMPLING AND TESTING

- A. Submittals:
 - 1) Statement of Qualification (SOQ) for the independent testing facilities.
- B. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.
- C. The Owner and the Engineer reserve the right to use any generally accepted system of sampling and testing which will ensure the quality of the workmanship is in full accord with the Contract Documents.

- D. Any waiver by the Owner or Engineer of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements.
- E. The Owner and Engineer reserve the right to make independent investigations and tests at any time.
- F. Failure of any portion of the Work to meet any of the requirements of the Contract Document shall be reasonable cause for the Owner or Engineer to require the removal or correction and reconstruction of any such Work at the cost of the Contractor.

1.5 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant Work and shall report in writing to the Owner and Engineer any conditions that will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its cost.

1.6 OBSERVATION AND TESTING

- A. The Work or actions of the testing laboratory shall in no way relieve the Contractor of its obligations under the Contract. The laboratory testing Work will include such observations and testing required by the Owner or Engineer. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.
- B. The Contractor shall allow the Owner and Engineer ample time and opportunity for field observation and testing materials and equipment to be used in the Work.
- C. The Contractor shall at all times furnish the Owner and the Engineer facilities, including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- D. The Contractor must anticipate that possible delays may occur in the execution of its Work due to the necessity of materials and equipment being inspected and accepted for use.
- E. The Contractor shall furnish, at its own expense, all samples of materials required by the Owner or Engineer for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.

- F. The CONTRACTOR shall notify ENGINEER and any applicable permitting agencies 48 hours prior to the expected time for operations requiring inspection and laboratory testing services, so they can be present at the time of testing.

1.7 RIGHT OF REJECTION

- A. The Owner and Engineer shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site.
- B. If the Owner or its representative, through an oversight or otherwise, has accepted materials or Work which is defective, or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected.
- C. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 BUOYANCY

- A. The Contractor shall be completely responsible for any tanks, pipelines, manholes, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the Contractor shall take the necessary steps to prevent damage due to floating or flooding, and shall repair, or replace said improvements at no additional cost.

3.2 DEVIATION FROM SPECIFICATIONS

- A. If any part of a submittal deviates from the plans and specifications, it is up to the Contractor to indicate such deviation—in writing—to the Engineer, for determination as to acceptance of the deviation. If no deviation is submitted, it is assumed that the Contractor has fully and completely followed the plans and specifications, and that any discrepancy discovered during construction shall be corrected completely at the expense of the Contractor.

3.3 AMERICANS WITH DISABILITIES ACT (ADA)

- A. The Contractor shall make every effort to ensure all concrete Work including, but not limited to accessible sidewalks, routes, ramps and curb ramps is compliant with the ADA and Florida Building Code Accessibility.
- B. Prior to and during concrete placement, the contractor shall verify the formwork for compliance. Any and all concrete Work which is not compliant shall be removed and replaced at no cost to the Owner.

END OF SECTION

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SECTION 01410 - MATERIALS AND INSTALLATION TESTING**PART 1 GENERAL****1.1 DESCRIPTION**

- A. Contractor shall employ and pay for the services of an independent testing laboratory, approved by the Engineer, to perform materials and installation testing of the type and frequency specified in the Contract Documents including, but not limited to, Geotechnical testing services and concrete testing.
- B. Geotechnical testing services shall include, but not be limited to, periodic site inspections, soil proctor tests, soil classification tests and soil densities or compaction tests.
- C. The Engineer may, at any time, elect to have materials and equipment tested for conformity with the Contract Documents.
- D. Contractor shall include cost of testing in the Contract Price.
- E. Piping pressure test and bacteriological testing shall be in accordance with the applicable Section.

1.2 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01400 – Quality Control
- C. Section 02200 – Earthwork
- D. Section 15010 – Testing Piping Systems

1.3 REFERENCES

- A. FDOT Design Standards.
- B. FDOT Standard Specifications for Road and Bridge Construction.
- C. Broward County Traffic Engineering Division (BCTED) Minimum Standards and the BCTED Pavement Markings & Signs Detail Sheet.
- D. AWWA Standards

1.4 LIMITATIONS 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.

1.5 QUALIFICATIONS OF TESTING 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.
- 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.

1.6 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).
 - 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.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITIES

- A. Provide all testing required by the Contract Documents as well as laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.
- C. Cooperate with laboratory personnel and provide access to Work and to Manufacturer's operations.
- D. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- E. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- F. 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 and curing of test samples
- G. 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.
- H. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required for the Contractor's convenience.
- I. If the Owner requests tests in addition to those specified in the contract, and if the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor may pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.

- J. The Contractor shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and agency is not notified sufficiently in advance of cancellation to avoid the trip.

3.2 TESTING

- A. The following types of tests and test frequencies are required. Copies of all reports are to be sent to the Engineer immediately upon availability.
- 1) Density tests for trench backfill at a minimum rate of one (1) test per 6" lift per 100 feet of trench, unless otherwise directed by the Engineer.
 - 2) Density tests for subgrade compaction at a minimum rate of three (3) tests in 100 feet of roadway, unless otherwise directed by the Engineer.
 - 3) Density tests for limerock base at a minimum rate of three (3) tests per day on each course of completed compacted base, unless otherwise directed by the Engineer.
 - 4) Density test for roadway crossings at the rate of one test per lane per lift of compacted material, beginning one foot above the normal water table.
 - 5) Proctor
 - 6) Limerock Bearing Ratio (LBR)
 - 7) Carbonate Content
 - 8) Gradation
 - 9) Plastic Index and Liquid Limit
 - 10) Organic Content
 - 11) Concrete Compressive Strength and Slump
 - 12) Asphalt Extraction
 - 13) Any other tests as required to satisfy an permitting agency requirements.
- B. If in the opinion of the Engineer, suitable compaction has not been achieved around structures, density tests may be required.
- C. Concrete compressive strength at the rate of three (3) cylinders per the lesser of 50 cubic yards or per day.
- D. Should any test indicate that any portion of the materials or workmanship does not comply with these Specifications; a retest shall be performed at the Contractor's expense. If the retest confirms the first test, that portion of the Work shall be removed and replaced or reworked and retested at no additional cost to the Owner until satisfactory compliance is attained.
- E. Testing in the County right-of-way shall meet the requirements of the Florida Department of Transportation.

END OF SECTION

SECTION 01505 - CONTROL OF WORK

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and a quantity large enough to secure a satisfactory quality of Work and a rate of progress which will ensure the completion of the Work within the time stipulated in the Proposal. If at any time such personnel appear to the Engineer to be inefficient, inappropriate, or insufficient for securing the quality of Work required or for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the Work and rate of progress required.

1.2 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01015 – General Requirements

1.3 PIPE LOCATIONS

- A. Pipeline shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.4 OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during digging at the Project site, the possibility exists of the Contractor encountering various water, sewer, gas, telephone, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during digging to locate and flag these lines to avoid damage to the existing lines. Should damage occur to an existing line, The Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- C. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, sufficient time in advance of construction to avoid possible delays to the Contractor's Work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.
- D. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Test pits shall be dug at the Contractor's expense, as directed.

- E. The Contractor shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- F. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- G. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- H. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor at the Contractor's expense. Sewer laterals are included.
- I. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.
- J. All power, telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and any other cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.5 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons, and damage to property. The Contractor shall, at their own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workers. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open trench or prohibiting stacking excavated material in the street and requiring that the trenches shall not remain open overnight.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

1.6 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor at his cost at the direction of the Engineer. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer.

1.7 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the Engineer or the Owner this procedure is not feasible, they may direct the use of fittings.

1.8 SANITATION

- A. Toilet Facilities - Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes - The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

1.9 RELOCATIONS

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits, and drains that interfere with the positioning of the Work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION****3.1 COOPERATION WITHIN THIS CONTRACT**

- A. All firms or persons authorized to perform any Work under this Contract shall cooperate with the General Contractor and his subcontractors or trades and shall assist in incorporating the Work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

3.2 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed Work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.
- B. Further, the Contractor shall take all necessary precaution to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the Owner.

3.3 EASEMENTS AND WORK ON PRIVATE LAND

- 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 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.
- B. 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.

- C. 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.
- D. Prior to removing an existing structure or item, provide written notice to the Owner at least 14 days in advance of the anticipated removal.
- E. 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.

3.4 CONSTRUCTION AIDS

- A. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of OWNER and other Contractors employer at the site.
- B. REMOVAL
 - 1) Completely remove temporary materials, equipment and services:
 - a. When construction needs can be met by use of permanent construction.
 - b. At completion of project.
 - 2) Clean, repair damage caused by installation or by use of temporary facilities.
 - a. Remove foundations and underground installations for construction aids.
 - b. Grade areas of site affected by temporary installations to required elevations and slopes and clean the area.
 - 3) Restore permanent facilities used for temporary purposes to specified condition.

3.5 RESTORATION

- A. The CONTRACTOR shall protect all existing structures, utilities, landscape and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage to temporary relocation. Existing structures, utilities, landscape and improvement include but not limited to:
 - 1) Above ground or underground utilities indicated or not indicated
 - 2) Street or roadway Markers
 - 3) Concrete pavement, asphalt pavement, stamped pavers, subbase, base
 - 4) Sidewalk, decorative sidewalk, driveways, crosswalk, speedhump
 - 5) Existing building structure and private properties
 - 6) Trees, scrubs, groundcovers, fence, railing

- B. Temporary restoration shall be completed within five days of pipe installation. Temporary restoration shall include all driveways, sidewalks, and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the Contractor. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed. The Contractor is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the Engineer.
- C. Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- D. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the Engineer.
- E. To obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.
- F. The Contractor shall test an installed section of pipeline within five calendar days from completion of the pipeline. A section of pipe is defined as a pipe section which can be isolated by valves for appurtenances is satisfactorily completed, the Contractor shall provide the Engineer with a "Schedule of Existing Facilities Restoration" which will be reviewed and be acceptable to the Engineer. The schedule shall show the existing facilities to be restored and schedule of beginning and completion dates for each item of restoration. The Work for completing the final restoration of existing facilities for a tested section of Work shall be completed within 30 days of acceptance of the pipeline testing.

END OF SECTION

SECTION 01510 - TEMPORARY UTILITIES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of Work.
- B. Pay all fees associated with temporary utilities including water consumption charges.

1.2 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01700 – Contract Closeout

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department and Environmental Regulations.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing, and trial operation prior to final acceptance of the Work by the Owner.
- B. Install circuit and branch wiring, with the area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- C. Provide adequate artificial lighting for all areas of Work when natural light is not adequate to Work, and all areas accessible to the public.

2.3 TEMPORARY WATER

- A. Arrange with the water utility provider to provide water for construction purposes.
- B. Install branch piping with taps located so that water is available throughout the construction by the use of hoses.
- C. Install at each and every connection to the Owner water supply a backflow preventer meeting the requirements of ANSI A40.6 and AWWA C511. Contractor shall be required to meter and pay for all water used.

2.4 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

PART 3 EXECUTION

3.1 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as Work progress requires.

3.2 INSTALLATION OF SANITARY FACILITIES

- A. Toilet Facilities
 - 1) Fixed or portable chemical toilets shall be provided wherever needed for the use of CONTRACTOR's employees.
 - 2) Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes
 - 1) The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes.
 - 2) All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wasted from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.

3.3 INSTALLATION OF FIRE PROTECTION

- A. The construction of the WORK shall be connected with the CONTRACTOR's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the WORK, and responsible persons shall be designated and instructed in the operation such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

3.4 INSTALLATION OF COMMUNICATIONS

- A. Telephone Services
 - 1) The CONTRACTOR shall provide and maintain at all time during the progress of the WORK not less than one telephone in good working order, at its own field construction office, at or near the site of the WORK included in the Contract. Each such telephone shall be connected to an established exchange for toll service and with all other telephones utilized by the CONTRACTOR.
- B. Telephone Use

- 1) The CONTRACTOR shall permit the ENGINEER, the OWNER, or their authorized representatives or employees free and unlimited use of said telephone facilities for all calls that do not involve published toll charges. Calls originated by the ENGINEER, the OWNER, their authorized representatives or employees who involve toll or the CONTRACTOR at the rates charged by the telephone company shall bill message unit charge to the OWNER.

3.5 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to a specified condition.

END OF SECTION