

Solicitation 12323-496

Design-Build GT LOHMEYER WWTP Replacement of Oxygen System Projs 11781 & 11917

Bid Designation: Public



City of Fort Lauderdale

Bid 12323-496

Design-Build GT LOHMEYER WWTP Replacement of Oxygen System Projs 11781 & 11917

Bid Number 12323-496
 Bid Title Design-Build GT LOHMEYER WWTP Replacement of Oxygen System Projs 11781 & 11917

Bid Start Date Aug 9, 2019 3:49:41 PM EDT
 Bid End Date Nov 15, 2019 2:00:00 PM EST
 Question & Answer End Date Oct 1, 2019 5:00:00 PM EDT

Bid Contact Penelope Burger
 Procurement Administrator
 Finance
 pburger@fortlauderdale.gov

Pre-Bid Conference Aug 28, 2019 10:00:00 AM EDT

Attendance is mandatory

Location: George T. Lohmeyer Wastewater Treatment Plant
 1765 SE 18th St. Fort Lauderdale, FL 33316

The City of Fort Lauderdale Waste Water Treatment Plant is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071. Interested parties must log into Bidsync.com to access the City of Fort Lauderdale Plan & Specification Request Form, and must follow instructions contained therein.

Access to these mandatory conferences is only available to pre-approved plan-holders originating from the City of Fort Lauderdale Plan & Specification Request Form. Non-approved attendees will not be allowed to participate in the mandatory pre-proposal conferences.

Pre-Bid Conference Sep 10, 2019 2:30:00 PM EDT

Attendance is mandatory

Location: George T. Lohmeyer Wastewater Treatment Plant
 1765 SE 18th St. Fort Lauderdale, FL 33316

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Addendum # 1

New Documents Addendum No. 1_.pdf

Changes were made to the following items:

CAM 20-0493
 Exhibit 3
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Design-Build GT LOHMEYER WWTP Replacement of Oxygen System Projs 11781 & 11917

Addendum # 2New Documents **Addendum No. 2.pdf**

Previous End Date Oct 15, 2019 2:00:00 PM EDT

New End Date Nov 15, 2019 2:00:00 PM EST

Changes were made to the following items:

Design-Build GT LOHMEYER WWTP Replacement of Oxygen
System Projs 11781 & 11917

Addendum # 3New Documents **Addendum No. 3.pdf****Changes were made to the following items:**

Design-Build GT LOHMEYER WWTP Replacement of Oxygen System Projs 11781 & 11917

Description

The City of Fort Lauderdale, FL ("City") has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design-Build Firm (DBF), responsible for the design, permitting, and construction under one contract for the construction of a new vacuum pressure swing adsorption (VPSA) oxygen production process and ancillary systems requirements for the George T. Lohmeyer Wastewater Treatment Plant, but is not limited to, complete design and permitting, construction of all aspects of the project to fulfill the intent of the Project as described in the Design Criteria Package and all supporting documents. Design-Build Firms who are interested in submitting proposals in response to this RFP shall comply with Section IV - Submittal Requirements.

The City of Fort Lauderdale Waste Water Treatment Plant is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071. Interested parties must log into Bidsync.com to access the City of Fort Lauderdale Plan & Specification Request Form, and must follow instructions contained therein.

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Added on Sep 13, 2019:**ADDENDUM NO. 1**

This addendum is being issued to make the following change(s):

1. RELEASE:

For Informational Purposes Only – Question 19 request for historical Report of Subsurface Exploration, dated January 9, 1981.

2. ADD:

Life Cycle Analysis Form. Refer to Question No. 61 under to Q&A section. This form is a request to be filled out but is not required.

3. DELETE: In Its Entirety Section 4.2.2 Qualification of the Firm, *Minimum Qualifications*, first bullet item: "Successfully completed at least Two (2) collaborative delivery (Design-Build) projects in the last ten (10) years with a contract value of at least \$5,000,000.00 of similar Scope."

AND REPLACE WITH:

Section 4.2.2 Qualifications of the Firm, *Minimum Qualifications*, first bullet item: "Successfully completed at least Two (2) collaborative delivery (Design-Build) projects in the last ten (10) years with a contract value of at least \$5,000,000.00 of water or wastewater treatment facility projects."

All other terms, conditions, and specifications remain unchanged.

Added on Oct 11, 2019:

ADDENDUM No. 2

This addendum is being issued to make the following change(s):

Delete and Replace

Add specification

Modifications

Clarifications

The Bid End Date is extended from October 15, 2019 to November 15, 2019.

Added on Oct 23, 2019:

ADDENDUM NO. 3

This addendum is being issued to make section changes.

Addendum # 1**Addendum # 2****Addendum # 3**

SECTION 1 INTRODUCTION

1.1 Purpose

The City of Fort Lauderdale, FL (“City”) has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design-Build Firm (DBF), responsible for the design, permitting, and construction under one contract for the construction of a new vacuum pressure swing adsorption (VPSA) oxygen production process and ancillary systems requirements for the George T. Lohmeyer Wastewater Treatment Plant, but is not limited to, complete design and permitting, construction of all aspects of the project to fulfill the intent of the Project as described in the Design Criteria Package and all supporting documents. Design-Build Firms who are interested in submitting proposals in response to this RFP shall comply with Section IV - Submittal Requirements.

The City will retain services within the scope of architecture or professional engineering and within the scope of construction contracting. The City will solicit proposals and establish a competitive selection process in accordance with City of Fort Lauderdale [Code of Ordinances Section 2-125.1](#) to procure the services of a qualified DBF.

The Design-Criteria Professional Jacobs Engineering Group, Inc (fka CH2M Hill Engineers, Inc), including their subconsultants, are not eligible to render design-build services for this solicitation. Pursuant to [Florida Statutes 287.055 \(9\) \(b\)](#), “A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.” The City reserves the right to disqualify any proposal from a team which includes any subconsultant and/or individual who has played a substantial role in the development of the design criteria package or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such subconsultant’s or member’s prior involvement in the project.

1.2 Submission Deadline

Responses shall be delivered during the City’s normal business hours in a sealed envelope. The sealed envelope should be marked on the outside: RFP No. 12323-496, GT Lohmeyer WWTP Replacement of Oxygen System – Project Nos. 11781 & 11917.

Location: Fort Lauderdale City Hall
Attention: Procurement Services Division
100 N. Andrews Avenue, #619,
Fort Lauderdale, FL 33301
Day/Date: October 15th, 2019
Time: 2:00 PM EST

At this time and place, the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City’s normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

Please go to <https://www.fortlauderdale.gov/departments/human-resources/recruitment-testing-selection/employment-benefits> for a complete list of all City observed holidays.

1.3 BidSync

The City uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync and to participate in the solicitation, nor will any fees be charged to the awarded DBF. Proposers are strongly encouraged to read the various vendor guides and tutorials available in BIDSNYC well in advance of their intention of submitting a response to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a response by the submission deadline date and time for any reason, including issues arising from the use of BidSync.

1.4 Point of Contact

All inquiries concerning this RFP including questions and requests for additional information shall be sent via the BIDS SYNC question and answer tool. The City's contact for this RFP is:

Procurement Services Division
Penelope Burger, Procurement Administrator
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Fax: 954-828-5576
Email: PBurger@fortlauderdale.gov

1.5 Mandatory Pre-Proposal Meeting and Site Visit

There will be two mandatory pre-proposal conference scheduled at the George T. Lohmeyer Waste Water Treatment Plant, 1765 SE 18th Street, Fort Lauderdale, FL 33316.

1st - Wednesday August 28, 2019 @ 10:00 A.M. EST

2nd – Tuesday September 10, 2019 @ 2:30 P.M. EST

The City of Fort Lauderdale Waste Water Treatment Plant is a secured facility and is exempt from the Public Records Law, pursuant to FL Statute Chapter 119.071. Interested parties must log into Bidsync.com to access the City of Fort Lauderdale Plan & Specification Request Form, and must follow instructions contained therein.

Access to these mandatory conferences is only available to pre-approved plan-holders originating from the City of Fort Lauderdale Plan & Specification Request Form. Non-approved attendees will not be allowed to participate in the mandatory pre-proposal conferences.

It is strongly suggested that all Design Build Firms pre-approved plan-holders attend the pre-proposal conference, as no other conferences or site visits will be scheduled.

It is the sole responsibility of the DBF to 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.

DBF are requested to bring this solicitation document to the pre-proposal meeting, as additional copies will not be available.

1.6 Compliance and Legal Conditions

In order to comply fully with the requirements of the City's Code of Ordinances below and Florida Statutes 287.055, the following procedures shall be followed in selecting firms to provide design/build services and in negotiating design/build contracts.

It will be the sole responsibility of the proposer to familiarize themselves with the following ordinances and statutes:

- a) [City of Fort Lauderdale Ordinance Section 2-125.1 – Design/build contracts](#)
- b) [Florida Statutes 287.055](#) – Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.
- c) [Florida Statutes 287.055 \(9\)](#) Applicability to Design-Build Contracts

1.7 Personal Investigation

Proposers 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 DBF from any risk or from fulfilling all terms of the contract.

1.8 Lobbyist Ordinance

Any consultant submitting a response to this solicitation is responsible for being aware of, and complying with City of Fort Lauderdale Ordinance No. 00-27, Lobbying Activities. A Copy of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, FL, or the ordinance may be viewed on the City's website at:

<http://fortlauderdale.gov/home/showdocument?id=6036>

Questions concerning whether you may or may not need to comply with said ordinance, please contact the City of Fort Lauderdale City Clerk's Office at 954-828-5002.

1.9 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.

1.10 Scrutinized Companies List

In accordance with Section 287.135 Florida Statutes as amended, any firm, company, principals, or owners listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria are prohibited from submitting a bid, proposal, or response to a City of Fort Lauderdale solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each firm submitting a bid, proposal or response to a solicitation must certify to the City that it is not on either list at the time of submitting a bid, proposal or response. The City may terminate this Contract at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2011), 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 has engaged in business operations in Cuba or Syria.

By submitting a bid, proposal, or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

1.11 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 proposer, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the proposers shall abide by the decision of the City as to such interpretation. No modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.12 Addenda and Interpretations

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any proposer. Prospective proposers must request such interpretation in writing as instructed in the RFP. 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 are only transmitted by written addendum. It is the proposer's responsibility to verify if addendums have been issued in Bidsync.com. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligation under his RFP as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify in Bidsync.com that he/she has all addenda before submitting a proposal.

1.13 Forms of Proposals

Each proposal and its accompanying statements must be submitted, in good order with all forms and blanks completed. 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.

1.14 Bid Firm for Acceptance (180 days)

Proposer warrants, by virtue of bidding, that his proposal and the prices quoted in this proposal will be firm for acceptance by the City for a period of one hundred and twenty (180) days from the date of bid opening unless otherwise stated in the RFP. 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.

1.15 Additional Items or Services

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

1.16 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 DBF shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the DBF 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, the DBF will submit a request for a Change Order and a revised budget to the City for approval prior to proceeding with the work.

1.17 Rejection of Proposals/Bids

The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer 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 submitters. 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.

1.18 Bid Protest Procedure

Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <http://fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's website at the following link: https://www.municode.com/library/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PU_S2-199.1BIPRPR

1.19 Withdrawals

Any proposer may, without prejudice to him/herself, withdraw his/her 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.

****END OF SECTION 1****

SECTION 2 SPECIAL CONDITIONS

2.1 Definitions

Award – means the acceptance of a bid, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the authority of the City Manager, with the exception of emergency purchases.

City – the City of Fort Lauderdale or the City Commission, a municipal corporation of the State of Florida.

City Commission – City Commission shall mean the governing and legislative body of the City.

Contract – This Agreement and all addenda, exhibits and amendments thereto between the City and the Design-Build Firm for this Project. Contract shall also mean the same as Agreement.

Design Build – Means a single contract with a Design-Build Firm for the design and construction of a City construction project.

Design Build Firm (DBF) – means a partnership, corporation, or other legal entity that is certified under Florida Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent or is certified under Florida Statute 471.023 to practice or to offer to practice engineering; certified under Florida Statute 481.219 to practice or to offer to practice architecture, or certified under Florida Statute 481.319 to practice or to offer to practice landscape architecture.

Design Criteria Package (DCP) – DCP shall mean those certain conceptual plans and specifications and performance oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

Design Criteria Professional – means a firm which holds a current certificate or registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract by the City to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

Guaranteed Maximum Price (GMP) – the mutually agreed upon contract price to be paid to the DBF for the work is reimbursed on a time and materials basis, with the DBF agreeing to complete the work without additional payment, if a fixed price ceiling is reached. The guaranteed maximum price is not subject to increase, except as expressly allowed by the City. Savings below the maximum guaranteed are shared between owner and DBF, whereas the DBF assumes the responsibility for any overrun beyond the guaranteed maximum price

Negotiate – any form of that word means to conduct legitimate, arm's length discussion and conferences to reach an agreement on a term or price.

Notice to Proceed – means the written notice given by the City to the Design-Build Firm of the date and time for work to start.

Professional Services – means those services within the scope of the practice of architecture, professional engineering, landscape architect, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Project Manager – an authorized representative of the City assigned to the Project by the City, assigned to make necessary observations of materials furnished by DBF and of the Work performed by DBF as detailed.

Proposal – means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

Proposer – means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

Substantial Completion – the date(s) certified by the Project Manager that all conditions of the permits and regulatory agencies have been met for the City’s intended use of the Project, and all construction has been performed in accordance with the Contract Documents so City can fully utilize, as opposed to partially utilize, the Project for its intended purpose.

Work – the completed construction required by the Contract Documents, as permitted, including all labor necessary to produce such design and construction, and all materials and equipment incorporated or to be incorporated in such construction.

2.2 Responsiveness

In order to be considered responsive to the solicitation, the firm’s response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.3 Responsibility

In order to be considered responsible, DBF shall be fully capable of meeting all of the requirements of the solicitation and the subsequent contract; must possess the full capability, including financial and technical capacity, to perform as contractually required; and must fully document the ability to provide good faith performance.

2.4 Sub-Consultants

A Sub-Consultant is an individual or firm contracted by the DBF to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through DBF and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. DBF must clearly reflect in its Statement of Qualification (SOQ) the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of successful DBFs or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful DBF and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither successful DBF nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

DBFs shall include in their responses the requested Sub-Consultant information and include all relevant information required of the DBF. In addition, within five (5) working days after the

identification of the award to the successful DBF, the DBF shall provide a list confirming the Sub-Consultant(s) that the successful DBF intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-consultants hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of the DBF. No more than 20% of the team members selected for this project can be substituted and any and all team and/or staff substitutions must be approved by the City in advance.

2.5 Contract Term

Time is of the essence for the DBF's performance of the Work. See Section 3.19 Design and Construction Duration.

The City will enter into a contract with the successful DBF for a Guaranteed Maximum Price for the Work. The terms and conditions of this contract are fixed price and for a fixed period of time. The DBF submitted bid is to be a lump sum bid for completing the Scope of Work in the RFP. The DBF will provide a Schedule of Values to the City for their approval. The total of the Schedule of Values will be this lump sum contract price for the work.

The DBF shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

City reserves the right, where it may serve the City of Fort Lauderdale's best interest, to request additional information or clarification from Proposers including but not limited to oral interviews as requested by the Evaluation Committee.

The City of Fort Lauderdale reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City.

The City reserves the right to let other contracts in connection with this Project, provided it does not interfere with DBF's work or schedule. By submitting a Proposal each firm is confirming that the firm has not been placed on the convicted vendors list as described in [Florida Statue §287.133 \(2\) \(a\)](#).

2.6 Unauthorized Work

The successful DBF(s) shall not begin work until a Contract and a Notice to Proceed has been issued. DBF(s) agree and understand that a purchase order and/or task order shall be issued and provided to the DBF(s) following City Commission award; however, receipt of a purchase order and/or task order shall not prevent the DBF(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.7 Proposal/Bid Bond

A certified check, cashier's check or bank officer's check, for **five percent (5%)** of the Price Proposal, made payable to the City of Fort Lauderdale, Florida, or proposal/bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the proposer. The check or bond shall be retained by the City as liquidated damages should the proposer 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 proposer 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 proposer 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 proposer will be returned to him/her. The certified or other checks or bid bonds of the unsuccessful proposers will be returned to them upon the acceptance of the proposal of the successful proposer. If the successful proposer shall not enter into, execute, and deliver such a contract and furnish the required bonds within fifteen (15) 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.

Additional insurance and bonds may be required for the construction phase of the project.

2.8 Performance and Payment Bond (Surety Bond)

The DBF 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](#), as may be amended or revised, as security for the faithful performance and payment of all of the DBF'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 DBF, 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 DBF 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 DBF. A bond written by a surety, that becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the DBF 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 DBF 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.

2.9 Insurance Requirements

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 DBF, at the DBF'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 DBF. The DBF shall provide the City a certificate of insurance evidencing such coverage. The DBF's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the DBF shall not be interpreted as limiting the DBF'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 DBF for assessing the extent or determining appropriate types and limits of coverage to protect the DBF 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 DBF 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 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent DBFs, Independent Contractors, and contain no exclusions for explosion, collapse, or underground.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as additional insureds 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 DBF. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

Business Automobile Liability

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

If the DBF does not own vehicles, the DBF 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 DBF waives, and the DBF shall ensure that the DBF's insurance carrier waives, all subrogation rights against the City and the City's officers, 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 DBF 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.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

DBF must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements:

- a. The DBF 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 DBF 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 DBF 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 DBF 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 will show a retroactive date, which shall be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy and professional liability policy.
- g. The City shall be granted a Waiver of Subrogation on the DBF'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 DBF has the sole responsibility for the payment of 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 DBF's expense.

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

The DBF's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be noncontributory.

Any exclusion or provision in the insurance maintained by the DBF that excludes coverage for work contemplated 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, DBF 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 DBF's insurance policies.

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

It is the DBF's responsibility to ensure that any and all of the DBF's independent Contractors and subconsultants/subcontractors comply with these insurance requirements. All coverages for independent Contractors, subconsultants/subcontractors, sub-subconsultants/subcontractors, shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the DBF.

2.10 Invoices/Payment

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

The DBF shall submit a proposed schedule of values, after contract award, in a form acceptable to the City and will be required to be approved by the City before any design Work on this Project can commence. The proposed schedule of values shall be broken into two phases for the design and the construction.

During the design phase, the DBF may submit a request for payment monthly based upon percentage of completion of the final plans and specifications. Payment during the construction phase will be based upon percentage of work/inspections completed for each item in the approved schedule of values. DBF requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the PM.

The City agrees that it will pay the DBF per Florida Statutes 218.735. If, at any time during the contract, the City shall not approve or accept the DBF's work product, and an agreement cannot be reached between the City and the DBF to resolve the problem to the City's satisfaction, the City shall negotiate with the DBF on a payment for the work completed and usable to the City.

This negotiated payment shall be based on the overall task or project breakdown, relative to the percentage of work completed.

Payment of invoices from the DBF shall be retained by the City per Florida Statute 255.078, until the Project has obtained Final Completion, receipt of as-built, and been accepted by the City.

2.11 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.12 Price Proposal

A total Price Proposal (proposed Contract Price) shall be submitted on the Price Proposal Form. The Price Schedule breakdown shall consist of a lump sum, Guaranteed Maximum Price (GMP) amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include but is not limited to, the design, plans approval, permitting, construction and activation of the project in accordance with the requirements set forth in the City's Request for Proposals and the requirement of any and all agencies or organizations having jurisdiction for project review, permit approval or the design, construction, occupancy, activation, use or operation of the project, or use of the property on which the project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Design-Builder's general, administrative and overhead costs, project management and supervisory costs, all fees, taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

2.13 Bid Allowance/Reimbursable

Allowance for Permits: Payments will be made to the DBF 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	
Permit fees	\$150,000
Additional Testing (if required)	\$150,000
Owner Contingency	\$ 500,000
Total Allowances	\$800,000

2.14 City Project Manager

The Project Manager is hereby designated by the City as Krishan Kandial, P.E. 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.

Any questions during the solicitation processes must be through BidSync or via the Procurement Point of Contact listed in this RFP.

2.15 Liquidated Damages

Upon failure of the DBF to substantially complete the entire Contract within the total specified period of time, plus approved time extensions, DBF shall pay to City the sum of **Five Thousand and 00/100 Dollars (\$5,000.00)** for each and every calendar day that the completion of the work is delayed beyond the time specified in this Agreement for completion.

The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DBF. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use of the Project. 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 City as consequence of such delay.

2.16 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 36 months from the date of being placed on the convicted vendor list.

2.17 Early Project Completion Incentive

The City reserves the right to or not to, negotiate an incentive program with the awarded vendor for early completion. The City is under no obligation to offer such an incentive.

2.18 Work Schedule

Monday – Friday 8:00 am – 5:00 pm. City Inspector hours are 8:00 a.m. to 4:30 p.m. Any inspection requested by the DBF outside those hours will be considered overtime to be paid by the DBF. Inspection Overtime Cost: \$100/hr.

2.19 Contract

The proposer 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 fifteen (15) 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 highest ranked bidder who is reliable, responsible,

and responsive in the opinion of the City, and that proposer shall fulfill every stipulation and obligation as if such proposer were the original highest ranked bidder.

*****END OF SECTION 2*****

SECTION 3 SCOPE OF WORK

3.1 Project Background

The GTL WWTP was constructed in the late 1970s. The facility includes pretreatment (screening and grit removal), 2 biological reactors (four trains), 11 secondary clarifiers, 2 chlorine contact chambers, an effluent screen, 2 sludge holding tanks, and 7 belt filter presses for dewatering of solids. Solids are hauled to an offsite facility or to a landfill and treated effluent is pumped by an effluent pump station to five deep injection wells. The site is constrained in an urban environment with development on all sides of the facility which requires compliance with strict noise and vibration abatement requirements.

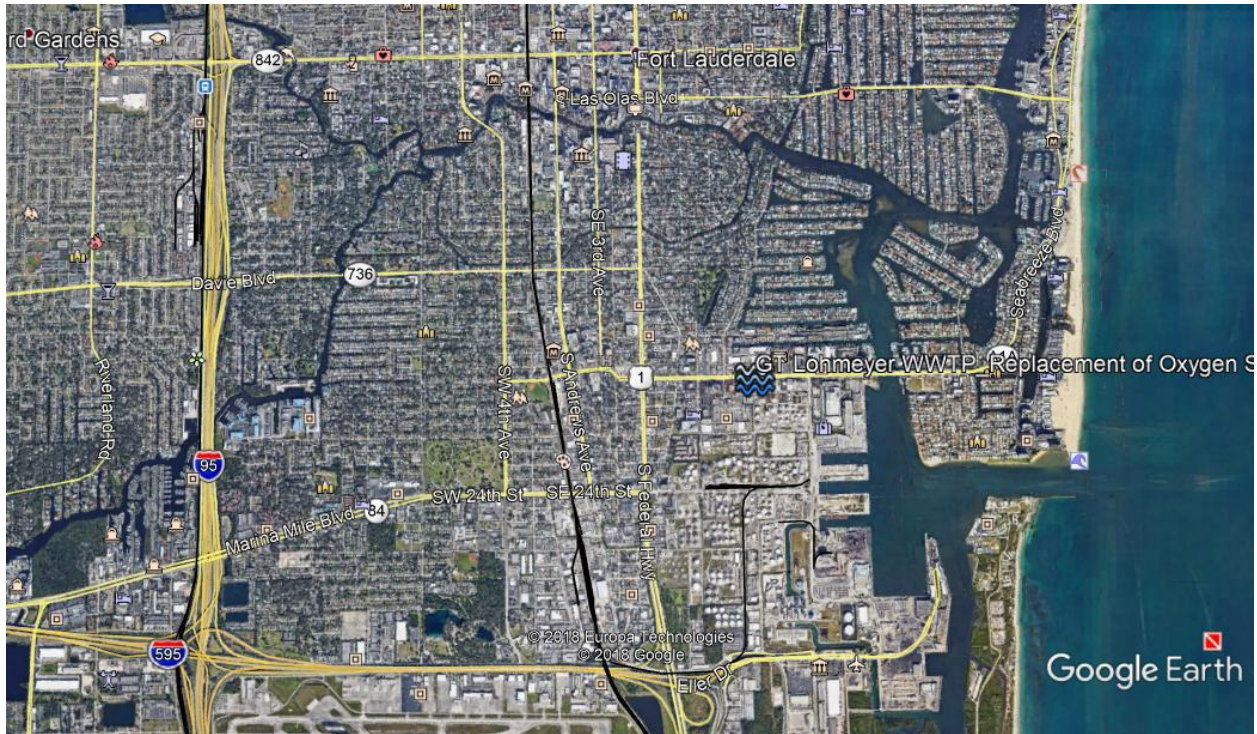
The WWTP utilizes a high purity oxygen activated sludge (HPOAS) process that generates pure oxygen onsite using a cryogenic oxygen production plant. The generated oxygen is stored as liquid oxygen (LOX) and fed to the oxygenation trains as a gas. The existing oxygen production facility dates to the original construction and is at the end of its useful service life, inefficient, and difficult to maintain.

The VPSA facility shall be constructed west of the pretreatment building (headworks) on a total footprint of (139 feet by 46 feet) including the control and electrical rooms. The VPSA building shall be sufficient to house two 40-TPD trains. The VPSA building shall be constructed a minimum of 5 feet away from the property fence. Figure 1 in the Design Criteria Package shows an aerial view for the selected location of the new VPSA building, switchgear, and control rooms. The buffer tank for Train 1 will be located outside adjacent to the VPSA building. Additional space for a second buffer tank shall be allocated to accommodate future expansion and installation of a second 40-TPD train.

Once selected, the DBF will hold complete responsibility for the design, permitting, and construction of all aspects of the PROJECT. Completed construction documents are to be developed by the selected DBF and follow all criteria outlined in this document. Additionally, the selected DBF will carry out all aspects of construction following the requirements set forth in this document and as regulated by all permits for the PROJECT.

3.2 Project Location

The project is located at 1765 SE 18th Street, Fort Lauderdale, Florida 33316.



3.3 Project Objective

The CITY has issued this Request for Proposal (RFP) to solicit competitive proposals from a Design Build Firm (DBF) for the design, permitting, and construction of the replacement of the existing cryogenic oxygen production process with a new vacuum pressure swing adsorption (VPSA) oxygen production process at the G.T. Lohmeyer (GTL) Wastewater Treatment Plant (WWTP).

The City desires to continue the GTL WWTP operation as a high purity oxygen activated sludge (HPOAS) process, but the WWTP requires replacement of the existing cryogenic oxygen production process with a new VPSA oxygen production process.

In addition to the need to replace the existing cryogenic oxygen production system due to its age, energy savings is a major driver for the project. The City has established a goal to reduce the overall utility operation energy consumption by 20 percent by 2020. Because the GTL WWTP is the City's largest energy consumer and one of the largest energy consuming processes at the WWTP is the cryogenic system, this project is expected to provide the major portion of that goal as determined by the Master Plan (Reiss, 2017).

3.4 Project Scope

The selected DBF shall perform the complete design, permitting, and construction of all aspects of the PROJECT to fulfill the intent of the PROJECT as described in the Design Criteria Package (DCP) and all supporting documents. Included in the PROJECT is the acquisition of all tools, equipment, materials, and other supplies including but not limited to fuel, power, water, and communication devices required to complete the PROJECT. The work also includes the performance of all labor, work, and other operations required to complete the PROJECT. All work

must be complete with materials, and services not directly specified in the Contract Documents but, necessary for the completion of the PROJECT to fulfill the intent of the CITY, performed and installed by the DBF, at no additional cost to the CITY above what is agreed upon in the Contract Documents.

The design and construction of the GT Lohmeyer WWTP Replacement of Oxygen System PROJECT shall meet the requirements set forth in the attached Design Criteria Package and shall include the following elements:

1. Completion of engineering design plans for construction. DBF shall submit a 60% design package, a 90% and a 100% design package for review by the City. DBF shall incorporate City review comments into the final design package.
2. The procurement of all permits required for construction of the project from local, state, and federal agencies listed in the Permitting section.
3. Appropriate Quality Control/Quality Assurance procedures.
4. The development of final record drawings.
5. One new VPSA building capable of housing 2 - 40 ton per day (TPD) VPSA units with an electrical room, control room, and associated appurtenances. One unit to be installed as part of this project.
6. Modifications to the existing plant electrical and supervisory control and data acquisition (SCADA) systems to power and control the VPSA unit.
7. Modifications to the plant utilities to provide water and sewer to the VPSA Building.
8. A new electrical building with MCCs to operate the existing liquid oxygen tanks, vaporizers, and associated equipment.
9. Demolition and disposal of the existing liquid oxygen system to the limits shown.
10. Modifications to the gaseous oxygen control and monitoring system for the two reactor basins (four trains).
11. Included in the scope of work are design, permitting and construction, construction management services, as well as inspection, construction certification, and all associated work delineated herein or determined by the Design-Build Firm (DBF) as required to meet the Project intent. The RFP documents, including the Design Criteria Package, Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the Contract.
12. The DBF shall be responsible for design, surveying, preparation of completed permit submittal packages, procurement of all required permits for construction, construction phasing, maintenance of traffic, and all other related work or services.
13. The Design Criteria Package sets forth minimum requirements regarding design, construction, requirements relative to project management and scheduling. Please refer to the attached Design Criteria Report.

Additional to the design, permitting, and construction of the PROJECT, the DBF is to perform inspections, construction certification, construction management, public involvement, and all associated work described in the DCP or as determined necessary by the DBF and confirmed by the CITY to fulfill the PROJECT intent. The terms and conditions of the contract shall consist of the RFP documents including the DCP with all exhibits and attachments in addition to the proposal accepted by the CITY.

The DBF will be responsible for the complete design, any additional surveying, permit submittal packages and procurement of all required construction permits that have not been previously acquired by the CITY, construction phasing, dewatering, maintenance of traffic, public involvement, and all other related work/services.

This DCP conveys the minimum requirements of the CITY regarding the design, construction, maintenance of traffic operations, management, and scheduling of the PROJECT including any scheduling and coordination with local, county, and state governments and regulating agencies necessary to obtain permits for construction.

3.5 Project Requirements

The selected DBF must use effective project management practices while working on the PROJECT. Included in project management is clear communication with the CITY and other parties involved in the PROJECT, management of time and resources, and documentation of all services and communication. Contract administration and technical reviews of all work pertaining to the PROJECT will be performed by the CITY.

3.6 Design and Construction Criteria

The selected DBF shall take a comprehensive and thorough technical approach to completing the design-build operation outlined for the PROJECT. Submitted technical proposals must convey that the DBF has a complete understanding of the PROJECT, its intent, and CITY objectives. Additionally, the technical proposal shall address the following items:

Design Criteria:

1. The VPSA capacity requirement was determined and provided by the City. The required train size is a capacity of 40-TPD of oxygen to satisfy the daily oxygen demand in the biological reactors.
2. Provisions made for a future 40-TPD train in the VPSA building, so that with both trains installed the system will provide a firm capacity of 40 TPD (with one train out of service).
3. During the period when only one 40-TPD train is installed, backup capacity will be provided by the LOX system. Required delivery pressure is a minimum of 2 and a maximum of 4 pounds per square inch gauge (psig) at the discharge to the reactor trains and is to be verified by the Contractor.
4. The existing LOX tanks will provide backup storage of up to 180 tons of oxygen as a backup to the VPSA system, until the second, future 40-TPD VPSA train is installed. If peak day demand exceeds the capacity of the installed VPSA production train, it may be met through supplemental supply from the LOX tanks.
5. The need for additional commercial oxygen supply is not expected during construction of the new VPSA facility. If the proposer's approach requires additional oxygen supply during construction, then that cost must be included in the proposal.
6. The site is constrained in an urban environment with development on all sides of the facility which requires compliance with strict noise and vibration abatement requirements. The noise decibel (dB) level at 1 foot outside the building cannot exceed 80 dB but must be reduced to a maximum of 60 dB at the property line. Since the property line is proposed to be 5 feet 0 inches from the building wall, sound attenuation

must be accomplished by the design of the building. Refer to the Design Criteria Package for additional requirements.

Construction Criteria:

1. The existing cryogenic oxygen generation system shall continue in normal operation during the construction of the new VPSA facility. Construction activities shall not, under any circumstance, interrupt the daily operation of the cryogenic oxygen generation system.
2. The major construction sequence is to be defined and established by the DBF, however; the proposed approach is outlined in sequence as follows:
 - VPSA building site preparation.
 - VPSA building major equipment foundation development/casting.
 - VPSA building construction and fabrication.
 - VPSA facility equipment, Link Control Protocol, motor control center (MCC), and instrumentation installation.
 - VPSA facility product gaseous oxygen (GOX) main discharge header connection to application point (Biological Reactors 1 and 2) common feed header.
 - After the VPSA is on-line and operating satisfactorily as demonstrated by acceptance testing and successful operation for 30 calendar days, the existing system will be removed and the LOX generation portion will be demolished.
 - A new electrical building with MCCs will be installed in a portion of the existing system building.
 - The three LOX tanks, vaporizers, piping and associated appurtenances will be retained as backup for the new VPSA system.
3. The Demolition sequence of the existing Cryogenic Oxygen Generation System:
 - The DBF shall coordinate with the GTL WWTP operations staff on the planning, executing, and allocated timeframe to start, manage, and finalize the demolition process for the existing cryogenic system.
 - The Contractor shall submit a complete plan that outlines the decommissioning, demolishing, and removing of the existing cryogenic system from service prior to fully transitioning to the new VPSA system.
 - The Contractor shall define and establish the major demolition sequence and approach.

3.7 Detailed Description

The technical proposal submitted by the DBF shall demonstrate a comprehension of the following design aspects:

1. Site limitations on the GTL WWTP.

2. Familiarity with the liquid oxygen system operation as it pertains to this Project.
3. Installation of proposed facilities, construction and demolition sequence.
4. Knowledge of noise abatement as it pertains to the VPSA equipment.
5. Knowledge of vibration analysis, abatement, and design requirements as they relate to the VPSA Equipment.

3.8 Design Phase:

- 60 percent Design Milestone
 - Detailed design drawings, details, and technical specifications will be developed to a 60 percent completion level as a design package, following the requirements of the Design Criteria Package.
 - An Early Equipment Procurement Package developed to approximately 90 percent detailed design for the scope of work defined and agreed upon with the City.
 - 60 percent Value Engineering Suggestions and Constructability review report.
 - Project Schedule Update including construction activities.
 - Monthly Progress Reports.
 - Decision log updated monthly.
 - Develop and maintain a Risk Register.
 - A QC review will be conducted by the DBF prior to delivering the 60 percent documents to the CITY.
 - The 60 percent design documents will be submitted to the CITY for review and comments.

A 60 percent review workshop will be held to discuss CITY review comments.

- 90 percent Design Milestone
 - The 90 percent design drawings, technical specifications will be developed including responses and resolutions to issues raised in the 60 percent review workshop integrating mutually agreed-upon elements into the final design.
 - Final draft of all the project specific plans mentioned in Construction deliverables below.
 - 90 percent Value Engineering Report Suggestions and Constructability review report.
 - Project Schedule Update including construction activities.
 - Monthly Progress Reports.
 - Updated decision log updated monthly.
 - One electronic copy (pdf) and six hard copies of the 90 percent design documents to include: Drawings, commercial, and technical specifications; final design calculations

A 90 percent review workshop will be held to discuss CITY review comments.

- 100 percent Design Milestone
 - These are the final contract documents. All CITY review comments would have already been addressed. Also, any relevant comments from regulatory agencies would be addressed.
 - The necessary drawings and specifications required to notify the various permitting agencies.
 - A review workshop will be scheduled after the CITY management and O&M staff have reviewed the 100 percent documents.
 - Provide a forum for the O&M staff to provide final input to the final document requirements.
 - One electronic copy (pdf) and eight hard copy sets of the 100 percent design submittal drawings and specifications

3.9 Construction Planning:

- The DBF shall develop and deliver the project specific plans listed below and have them approved by the CITY and their Management team prior to moving forward with the work.
- The DBF shall submit the project specific plans mentioned below at the submission of the 60 percent Design Milestone deliverable and update for the subsequent design milestones. The final draft of all project specific plans mentioned below are to be submitted by the end of the 90 percent phase.
- A Notice to Proceed (NTP) will be issued as scheduled but work will not be allowed to begin without these plans being submitted and approved by the City.
 - a. A comprehensive safety plan for the Work. The comprehensive Safety Plan shall also include the following Plans:
 - i. A Project Specific Construction Emergency Response Plan.
 - ii. A Hurricane / Severe Weather Plan.
 - iii. A Project Specific Construction Site Safety Plan.
 - b. Obtain construction-related approvals of public agencies and authorities with jurisdiction over the Project work.
 - c. A Procurement Plan describing approach for self-performance, optimization of participation, equipment procurement, and subcontractor work packages and procurement strategy, and the overall prequalification, evaluation and selection process. Submit draft no later than 15 working days after the 60 percent design review workshop and final 10 work days after comments are received.
 - d. An initial Construction Risk Management Plan shall be submitted no later than 15 working days after the design phase NTP. Update continuously as necessary throughout the lifecycle of the project.
 - e. A Scope/Change Management Plan shall be submitted no later than 15 working days after the design phase NTP.

- f. A Project Communications Plan shall be submitted no later than 15 working days after the design phase NTP.
- g. A draft Project Commissioning Plan shall be submitted no later than 15 working days after the final Contract Documents.
- h. A Quality Management Plan (QMP) which includes quality control plan and proposed organization shall be submitted no later than 15 working days after the design phase NTP.
- i. A Project Management Plan (PMP). Submit no later than 15 working days after the design phase NTP.

3.10 Construction Phase:

Construction Phase services will include, but not be limited to: provision of all labor, supervision, management, materials, tools, equipment, temporary facilities, permits and permit coordination, utility coordination, scheduling and schedule management, subcontractor coordination and all other services necessary to timely complete the Project in accordance with the requirements of the Contract Documents.

These services include, but are not limited to, the following:

- The DBF shall coordinate and manage the design and construction of the Project including all required appurtenances, necessary site improvements, and all other work required to make the Project a complete and operable plant that meets all performance requirements within the Fixed-Price and within the scheduled time.
- The DBF shall furnish all labor, material, equipment, suppliers and subcontractors for the performance of the design and construction in strict accordance with all applicable Contract Documents.
- The DBF shall maintain a "Decisions Log" detailing action items identified in meetings or during the design process, which includes the date the issue was identified, the individual raising the issue, the individual responsible for responding, resolution/solution, and resolution date.
- The DBF shall produce a project schedule to be approved by CITY at the beginning of the project. The duration shall match the anticipated project time frame herein. DBF shall update the schedule monthly with project progress. If delayed, the DBF shall document reasons for any project delays and indicate how the project may be brought back on schedule or shall get written approval from CITY to revise the schedule.
- The DBF shall provide design and construction project administration.
- The DBF shall administer a formal Project Management Information System (for progress reports, schedule reports, cost controls, accounting, etc.).
- The DBF shall establish field offices for CITY and CITY's Agent (if applicable) personnel.

- The DBF shall identify, quantify, document, and implement Project and construction risks and opportunities, risk avoidance, reduction, mitigation strategies as well as monitor and provide written input into a Project risk register. The risk register will be maintained by CITY's PM. The DBF shall participate in the preparation, modifications, and maintenance of the Project's risk register and the DBF shall continuously communicate its assumptions regarding impacts to risk and opportunities as the design progresses.
- The DBF shall coordinate and comply with various Federal, State, and local and state agencies, as necessary.
- The DBF shall obtain all required construction permits and approvals.
- The DBF shall maintain a comprehensive health and safety program and ensure subcontractors adherence to those programs, providing a safe work site for all project participants and visitors.
- The DBF shall execute standardized project subcontract agreements and material and equipment purchase order agreements.
- The DBF shall manage all subcontractor and supplier work including inspection of the work performed by subcontractors to ensure conformance with the Contract Document.
- The DBF shall monitor and manage all quality controls on the Project site as well as maintaining quality controls over shop drawings, equipment and materials.
- The DBF shall provide a payment and performance bond and all insurances as required by the RFP.
- The DBF shall implement the Construction Site Safety Plan to provide a safe working site for the project.
- The DBF shall conduct a Pre-Construction meeting with all the subcontractors performing the major elements of the work prior to the start of their work activities.
- The DBF shall continue collaborating with CITY and the CITY's Agent to mitigate the cost and impact of any issues arising during construction.
- The DBF shall review and process shop drawings and other submittals for submission to Owner's Agent for approval in compliance with the project schedule. Submittals requiring a resubmittal will be charged to the DBF on a T&M basis for the CITY's Agent time to evaluate and process.
- The DBF shall monitor and update the construction CPM schedule.
- The DBF shall review and process all pay request applications from subcontractors and suppliers.
- The DBF shall process and submit all monthly pay request applications to CITY's Agent for approval.

- The DBF shall conduct recurring progress meetings with the on-site trade foremen and superintendents.
- The DBF shall plan and lead weekly activity coordination and monthly progress meetings (attended by key DBF team members; at a minimum the Project Manager and/or Construction Manager) with CITY and CITY's Agent.
- The DBF shall coordinate all compliance inspections by regulatory agencies and CITY representatives.
- The DBF shall manage the operational verification and equipment startup and testing necessary for CITY to accept the completed project.
- The DBF shall implement close out procedures necessary for the CITY to accept the overall project as being finally complete.
- The DBF shall prepare and submit Monthly Progress Reports in accordance with the requirements of the Contract Agreement.
- The DBF shall have responsibility for design of, and preparation of signed / sealed construction documents for, temporary works as required.
- Temporary works design shall be performed under the responsible charge of a competent Florida-licensed Professional Engineer. All construction drawings, specifications, and other applicable work products shall be approved by the CITY's Agent before implementation.
- The DBF shall schedule and attend at least two (2) facility startup meetings prior to submitting the Facility Startup Plan.
- The DBF shall prepare and submit a Facility Startup Plan to CITY for review and approval.
- The DBF shall perform the facility startup; successfully bringing all processes constructed under the Project online and supporting the Plant Staff in the initial operation will be imperative.
- The DBF shall provide all Vendor Operations and Maintenance Manuals and related Equipment Data to the Architect-Engineer for inclusion in the Operations & Maintenance Manual.
- The DBF shall furnish manufacturers' representatives for detailed classroom and hands-on training to CITY's personnel on operation and maintenance of specified product (system, subsystem, component) and as may be required in applicable Specifications
- The DBF shall furnish trained, articulate personnel to coordinate and expedite training, to be present during training coordination meetings with CITY, and familiarize CITY personnel with operation and maintenance manual information.
- The DBF shall furnish complete training materials, to include operation and maintenance data, to be retained by each trainee.

- Upon completion of the Work, the DBF shall prepare, redline, and submit as-built drawings to CITY that represent to scale all as-built conditions for the plant site and building facilities.

3.11 Governing Regulations:

The selected DBF shall provide services in compliance with all regulations and guidelines created by the City of Fort Lauderdale, Broward County Environmental Protection and Growth Management Department, Broward County Health Department, South Florida Water Management District, Florida Department of Environmental Protection, and the Occupational Safety and Health Administration. These regulations and guidelines are to be followed by the selected DBF except where explicitly described in this document. The most recent editions of the following publications must be used for the completion of the PROJECT:

1. Broward County Environmental Protection and Growth Management Department – A Consulting Engineer’s Guide for a Wastewater Collection/Transmission System Construction License Application
2. Florida Building Code
3. South Florida Water Management District – Environmental Resource Permit Information Manual
4. OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations
5. OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations
6. Federal Highway Administration - Manual on Uniform Traffic Control Devices

3.12 Services and Materials Provided by the City

The CITY or its designee will provide the services in the following list:

1. A project manager will represent the CITY as the technical representative of the PROJECT.
2. Review of Design for the PROJECT.
3. Construction observations and inspections of the PROJECT at will of the CITY.
4. Participation in the CITY’s Tax Saver Program for the purchase of goods and supplies required for the completion of the PROJECT.
5. Copies of Record Drawings of the G.T. Lohmeyer WWTP upon request.

3.13 Existing Underground Utility Information

There are existing underground utilities in the PROJECT site. The CITY does not assume responsibility for the accuracy of the provided existing underground utility documents or liability if the locations of these utilities differ from the documents provided. It is the responsibility of the DBF to confirm actual location of existing underground utilities.

3.14 CADD Standards

All submitted design drawings for the PROJECT shall meet the standards set by the CITY in the "City of Fort Lauderdale Public Works Department - Engineering Division CADD Specifications for Project Drawings" (hereinafter referred to as CITY CADD Standards). The selected DBF will comply with the most recent edition of the CITY CADD Standards in place at the time of contract execution. CITY CADD Standards will be provide to the selected DBF.

3.15 Permitting

It is the responsibility of the DBF to apply for and obtain all permits as necessary to construct the PROJECT

3.16 Topographic Survey

A topographic survey of the limits of the PROJECT was completed by the City with field work dated October 10, 2018 and is included as part of the Design Criteria Package. The CITY will provide an electronic copy of the CADD files of this survey to all RFP Respondents. Any additional survey as deemed necessary by the selected DBF will be the responsibility of the selected DBF. The selected DBF shall complete signed and sealed as-built documents and submit them to the CITY.

3.17 Provisions for Utilities, Dewatering, Staging and Parking

The selected DBF will be required to pay for all utilities needed for the completion of the PROJECT.

The selected DBF shall only perform dewatering activities after acquiring all applicable permits from regulating agencies with jurisdiction in the PROJECT area. Any dewatering operations performed by the DBF must meet conditions of applicable permits. Any dewatering activities performed by the DBF without proper permits or without meeting permit conditions may result in punitive actions to the DBF by the CITY and Broward County.

The selected DBF will be responsible for the coordination of parking and staging area with the CITY prior to mobilization of equipment and crews into the area. Parking and staging areas must remain free of any form of refuse and the removal of any remaining refuse will be the responsibility of the selected DBF.

3.18 Project Meetings

The CITY shall require meetings throughout the PROJECT which require the participation of the CITY, selected DBF, all subcontractors, all sub consultants, representatives of governmental agencies with jurisdiction in the PROJECT area, and any others as requested by the CITY and/or DBF. All meetings shall be held at a central site that is convenient to all parties.

Following the written Notice to Proceed, the DBF shall coordinate with the CITY to hold a preconstruction meeting. All following meetings shall likewise be organized by the DBF upon instruction from the CITY. The DBF shall prepare meeting minutes.

3.19 Design and Construction Duration

The selected DBF is expected to complete the PROJECT as expeditiously as possible. At minimum, the selected DBF must adhere to the following schedule as set by the CITY:

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Assumed Notice to Proceed Date	0
Substantial Completion of PROJECT	598
Final Completion of PROJECT	628

Failure to meet milestones on the above schedule will result in liquidated damages to be paid by the selected DBF as described in the CITY's general conditions.

The selected DBF is responsible for obtaining all permits needed for the PROJECT not already obtained by the CITY. The procurement of permits is critical for the completion of the PROJECT and needs to be in consideration of the selected DBF.

3.20 Other:

WARRANTY

- A. Provide an overall 12- month oxygen generation system warranty from Substantial completion.
- B. Provide the following for specific VPSA components after Substantial Completion:
 1. Valves: 3 years parts and labor
 2. Blower and Vacuum pump: 5 years parts and labor.
 3. Vessels: 15 years.

****END OF SECTION 3****

SECTION 4 SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy' The City of Fort Lauderdale uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BIDSYNC. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSNYC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Consultants are invited to submit responses in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Consultants must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by DBF shall be typewritten or provided as otherwise instructed to in the RFP. DBFs shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- 4.1.4** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- 4.1.5** All responses will become the property of the City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. All proposals will become the property of the City. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

DBF shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), 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 DBF 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.

4.1.6 Number of Copies

Submitters must submit one (1) original, and one (1) copy, plus five (5) electronic PDF copy on USB drives in a sealed package delivered to: City of Fort Lauderdale, City Hall, Division of Procurement Services, 100 N. Andrews Avenue, Room 619, Fort Lauderdale, FL 33301. The name and address of the submitter should appear on the outside of the submittals and the package should include the RFP number and title. The submittal copy

shall be identical in content. Submitter's cost incurred in responding to this RFP is the submitter's alone and the City does not accept liability for any such cost. The City will not and shall not be required to return any item submitted.

The DBF should concisely follow the format set out herein and provide all the information requested:

Proposer's must ensure that the package marked "Original" contains all documentation necessary to meet the requirements of this solicitation since the City will rely solely on the package marked "Original" to determine whether or not the Proposer has met the responsiveness and responsibility conditions of this solicitation. Failure to include any required documentation in the package marked "Original" will result in the Proposer being deemed nonresponsive and/or non-responsible, as applicable.

It is the sole responsibility of the Proposer to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.2 Contents of Qualification Statement/Submittals:

The following information and documents are required to be provided with DBF response to this RFP. Failure to do so may deem your Proposal non-responsive or non-responsible. The City deems certain documentation and information important in the determination of responsiveness/responsibility, and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The following checklist is not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFP.

Table of Contents

4.2.2 Proposal Contact Person Information

Indicate which firm/company is the Lead Design-Builder whose signature grants authority to bind submitter to the provisions of this RFP.

Identify the following:

- Legal name of proposer(s)
- Federal employee identification (FEIN) number
- Mailing address City State Zip
- Contact person's name
- Title
- Email address
- Phone number
- Fax number

Any firm/company qualifying as a minority entity to this RFP should also be identified in the same manner.

If there are multiple firms proposed as one team, each firm must be identified. Complete and add signature form page.

o **Qualifications of the Firm**

Minimum Qualifications

The Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this Solicitation. It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Proposer not meeting all of the following criteria will have their Proposal rejected:

- Successfully completed at least Two (2) collaborative delivery (Design-Build) projects in the last ten (10) years with a contract value of at least \$5,000,000.00 of similar Scope.
- The Proposer shall provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds to cover a minimum amount of \$5,000,000.00.

Licensure:

- The Proposer shall be licensed as a General Contractor in the State of Florida at the time of submittal of its RFP shall maintain licensure for the duration of the Design-Build Contract.
- The Proposer's Engineer shall be licensed as a Professional Engineer in the State of Florida and shall maintain licensure for the duration of the Design-Build Contract.

Business Structure

- Provide a brief introduction narrative letter highlighting the qualifications of the firm in providing the professional services as it relates specifically to the project;
- Corporations, Joint Ventures, LLC or Partnerships – submit a copy indicating when the corporation was organized as a legal entity in the State of Florida, corporation number.
- Any firm(s) involved in a joint venture in this Proposal will be evaluated individually. An executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active professional licenses, including professional engineers, certifications, State of Florida certified general contractors license with unlimited building classification, held by the Firm under Florida Law to provide the required services;
- Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

Workload of the Firm:

For the prime DBF, or in the case of a Joint Venture (JV), list all completed and active projects that DBF or JV has managed within the past five years. In addition, list all projected projects and dollar value that DBF or JV will be working on in the near future.

Projected projects will be defined as a project(s) that DBF or JV has been awarded a contract, but the Notice to Proceed has not been issued. Identify any projects that DBF or JV is working on concurrently and dollar value of remaining work. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt with or will deal with the projects' challenges.

Joint Ventures:

If applicant is a joint venture, provide a copy of the joint venture agreement that was filed with the State of Florida. All applicants must comply with Chapter 489 Florida Statutes, as well as the Florida Administrative Code prior to the proposal submission.

Financials

- Each page of the financial documents provided should be marked "Confidential" and submitted in a separate envelope.
- List total annual billings for each of the past three (3) calendar years;
- Supply firm's current ratio (assets/liabilities) experience for the last five (5) years.
- The DBF or JV, each JV member, will furnish annual audited financial reports for the three (3) most recent full financial years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. Each page of the financial documents provided should be marked "Confidential". Quick Ratio (liquidity ratio that measures the level of the most liquid current assets available to cover current liabilities) with a minimum value of 1.0 is preferred. Complete balance sheets and income statements must be included. Data provided for parent or child entities related to the applicant firm in lieu of the applicant's data shall not be reviewed and at the discretion of the City may be considered non-responsive.

Firms Past Experience

Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City.

- Title of example project;
- Location of example project;
- Client name/owner's representative name, address, phone number, and email;
- Date project started and completed or is anticipated to be completed; Point of contact name and organization which contracted the service who is very familiar with the project and the firm's performance and phone number and email;
- Brief description of Project relevance to this contract;
 - Original budget vs. Final cost
 - Principal elements and special features of the project.
 - Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
 - Present status of project.

Key personnel

The DBF shall provide a maximum of seven (7) resumes of the key staff to be assigned to perform the Work. The resumes provided shall identify the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialist, Project Health and Safety

Manager (collectively, the "Team Members"). These Primary positions shall only serve in one (1) role.

Note, the Project Manager must be from the company or JV submitting the Proposal and not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless DBF receives prior approval by the CITY Project Manager to use a backup Team Member.

Provide an organization chart for proposed key personnel and any other proposed staff, including subconsultants.

Concerning Subconsultants, suppliers, and Others

The amount of work that is sublet by the DBF, including Joint Ventures, shall be limited by the condition that the DBF, or in the case of a Joint Ventures, 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.

Safety

Most recent Experience Modification Rate (EMR) (provided on letterhead from current insurance provider) not greater than 1.0; Five-year average OSHA Total Recordable Incident Rates (TRIR) of less than 3.4; Five-year average OSHA Days Away, Restricted or Transferred (DART) Rate of less than 2.1; and Five-year average OSHA Days Away from Work Case (DAWC) rate of less than 1.0.

o **Qualifications of the Team**

The DBF must identify all design and construction disciplines and specialty consultants that the DBF intends to employ in the design and construction of this Project.

- Name and title of each proposed team member;
- Years of Service with the Company
- Years' and work experience as it relates to this Project;
- Area of responsibility;
- Firm name and location;
- Education – provide information on the highest relevant academic degree(s) received and areas of specialization;
- Current professional registration; license(s)
- Provide information on any other professional qualifications relating to this contract such as publications, organizational memberships, certifications, training, awards, and foreign language capabilities;

For each key personnel, a minimum of three (3) alternate delivery projects on which they held a key delivery role should be included. Resumes should clearly describe the role of the Key Personnel in each project listed. Resumes shall also identify any specialty or technical process expertise. **Resumes shall not be more than two (2) pages each on 8.5" x 11" sized paper. No more than seven (7) resumes will be evaluated.**

Subconsultant(s)

Consultant must clearly reflect in its Proposal any Subconsultant proposed to be utilized along with a summary of their background and qualifications including but not limited to name of the subconsultant, location of place of business, service(s) the subconsultant will provide, hourly rates/fees, license (if applicable), two (2) subconsultant references,

ownership, education, and experience. The City retains the right to accept or reject any Subconsultant proposed.

Project Manager's Experience

- Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers overseeing the design and construction for the City. Individual(s) must have a minimum of fifteen (15) years' experience in required discipline and have served as project manager on similar projects on a minimum of three (3) previous occasions. Include their related work experience and qualification and copies of active licenses and certifications. These projects should include at least two (2) projects either valued over \$5,000,000.00 delivered using the Design Build delivery method, or a construction value of \$10,000,000.00 or greater. Each project referenced will include contact information for primary and secondary references.
- Include the length of tenure with Firm. All proposed Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.
- The Review Team will select a minimum of two or up to the total number of projects and contacts listed on the Project Manager's resume for reference checks. The DBF shall be responsible for verifying the contact numbers submitted on the resume, as the Review Committee will make a reasonable effort to contact references based on the contact information provided. The information obtained from the reference checks will be incorporated into the scoring of this section.

Example Projects

- Illustrate proposed team member's qualifications preferably where multiple team members worked together in the past five (5) years on similar projects and delivery method, including projects that involve design, permitting, and construction including:
 - Title and location of project
 - Year started and completed
 - Project owner, point of contact, point of contact phone number, and email
 - Initial cost of project and actual cost at completion
 - Brief description of project and relevance to this project.
- Provide organizational chart of proposed team:
 - Indicate names and titles of all team members and the firm they are associated with.
- Resumes of key team members proposed for this project.

4.2.4 Project Methodology & Approach

- Provide a statement of the firms understanding of the project and methodology and approach to managing the project. Include a plan for completing the specified work including ability to meet time and budget requirements;
- Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new

or time saving techniques to accomplish the work in a timely manner without sacrificing quality. Including maintaining the operation of the Plant during construction.

- Provide a Critical Path Method (CPM) Schedule and update monthly.
- Describe approach to minimizing impact to surrounding neighbors, businesses, and travelling public;
- Describe approach for minimizing lane closures, lanes reductions, maintenance of traffic (MOT) plan, and reducing traffic impacts;
- Describe means and methods for expediting project schedule;
- Provide information on your firm's current workload and how this project will fit into your workload;
- Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

The DBF shall have previous experience in the design, permitting, construction aspects of the project as describe in this RFP, including installation within the last ten (10) years. DBF shall submit project experience for a minimum of three (3) projects of similar scope and scale (or larger) with preference given to the DBF that demonstrates projects installed in Florida; and shall, for each project listed, include but not limited to:

- Client Name, address, contact person telephone, fax numbers, and email addresses.
- Project name and overall scope.
- Dates of construction.
- Description of work that was self-performed.
- Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
- Total cost of the construction, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff references as a demonstration of your capabilities. The Committee is interested in details of work experience and references other than the City of Fort Lauderdale.

Proposer's shall mark any pages of the Submittal it considers proprietary or confidential accordingly. Proposer shall state what proprietary or confidential governing law the Proposer is stating to claim such relief. Information will be treated as such by the City; provided, however, that the City cannot ensure that this information would not be subject to release pursuant to a public disclosure request. If a request for such information is received, the City will promptly notify the Proposer of such request and it shall be the Proposer's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the party requesting the public records.

4.2.6 Price Proposal Form

Proposer must submit the Price Proposal Form included in this RFP. In addition to submitting the required Price Proposal Form, the Proposer must include a separate Schedule of Values for each phase or task of work. This Schedule of Values and Price Proposal form shall also be submitted in electronic Microsoft Excel format with detailed breakouts of pricing and supporting calculations and organizational structure. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the design-build project.

The price proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the design-builder's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

4.2.7 Contract Forms

All contract forms must be completed (with all blanks filled in) and executed.

a. Statement of Qualification Certificate

Complete and attach the Statement of Qualification Certification.

b. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

c. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

d. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

e. Non-Discrimination Certification Form

f. Trench Safety

g. Prime DBF Identification

h. Specific Reference Form

i. Acknowledgment of Addenda

j. Proposal Bond

Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

****END OF SECTION 4****

SECTION 5 EVALUATION AND SELECTION CRITERIA

5.1 Evaluation Criteria and Scoring (100 Percentage)

Design-Build Team's responses to this RFP will be evaluated and ranked by an RFP Evaluation Committee. Submittals shall be evaluated based upon the information and references contained in the Proposals as submitted.

Description of Evaluation and Scoring	Scoring
Qualifications of the Firm including the Workload and performance of minimum 40% of the total dollar value of the work to be performed.	20 Percent
Qualifications of the Team	10 Percent
Project Methodology & Approach	35 Percent
Price Proposal	30 Percent
References	5 Percent

5.2 EVALUATION PROCEDURE

Committee

Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three (3) members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the Proposals as submitted. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Scoring and Ranking

The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm as number 2, and so on. The lowest final ranking score will determine the recommendation by the evaluation committee to the City Manager.

Clarification

During the evaluation process, the City has the right to require any clarification it needs in order to understand the DBF's view and approach to the project scope of the work. Clarifications will be provided by the DBF in the form of a formal in-person presentation by and interview of the proposing DBF. Any clarifications to the Proposal made before executing the contract will become part of the final DBF contract.

Negotiations

The City Manager or designee reserves the right to conduct contract negotiations with the selected responsible, responsive DBF. If successful, the DBF and City will enter into a contract for the work. All proposers are considered fully informed as to the intentions of the City regarding the timeframe to prepare and complete contract negotiations.

If the City is unable to negotiate a satisfactory design-build contract with the design-build firm considered to be the most qualified, negotiations with that design-build firm shall be formally

terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new RFP may be undertaken.

The City may withdraw this RFP, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous to the City.

Consult Design Criteria Professional

The City shall consult with the design criteria professional who prepared the package concerning evaluation of the proposals, approval of detail work and drawings for the project and compliance of project construction with the package.

Award

The City reserves the right to award a contract to that DBF who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process and 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.

Upon award of a Contract, in accordance with Florida Statutes, by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

At time of award of contract, the City reserves the right to set a guaranteed maximum price 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.

Exceptions

Any Proposer that objects to any element of the solicitation documents including but not limited to the RFP, DCP, drawings, construction time frame, sample agreement, general terms and conditions, etc. should state those objections in the submittal.

*****END OF SECTION 5*****

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.

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

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

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

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

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

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

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

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

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

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

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

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

GC - 21 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The Public Works Director shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

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

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

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

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

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

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

GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (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 (2018), 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 (2018), 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 (2018), 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 (2018), as may be amended or revised.

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

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

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

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

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

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

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

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

Telephone Number: (954) 828-5002

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

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), 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.

SECTION 6 APPENDIX ATTACHMENTS

- a) Price Proposal Form
- b) Sample Agreement
- c) Design Criteria Package (DCP)
 - o Conceptual Drawing
 - o Technical Specifications
 - o Design Criteria Report
 - o Topographic Survey
 - o Set Back Variance Approval
 - o As-built Drawings

*****END OF SECTION 6*****



PRICE PROPOSAL FORM

RFP #12323-496 DESIGN-BUILD SERVICES FOR GT LOHMEYER WWTP REPLACEMENT OF OXYGEN SYSTEM – Project Nos. P11781 & 11917

DESIGN

- | | |
|---------------------------------|-----------------|
| 1. 60% Design Package & Review | \$ _____ |
| 2. 90% Design Package & Review | \$ _____ |
| 3. 100% Design Package & Review | \$ _____ |
| SUB-TOTAL DESIGN COSTS | \$ _____ |

CONSTRUCTION

GENERAL

- | | |
|---|----------|
| 4. Mobilization/Demobilization
<i>(Not to exceed 5% of total construction cost)</i> | \$ _____ |
| 5. General Conditions | \$ _____ |
| 6. Third Party Material and Conformance Testing | \$ _____ |
| 7. New Building for VPSA facility and ancillary systems
<i>(Includes labor, material, etc.)</i> | \$ _____ |
| 8. VPSA System
<i>(Includes motor control center and instrumentation)</i> | \$ _____ |
| 9. Demolition of existing oxygen generation system | \$ _____ |
| 10. Structural Concrete Works | \$ _____ |
| 11. Site Civil, Grading, Drainage, Yard Piping, and Pavement
<i>(Includes surveying and geotechnical)</i> | \$ _____ |
| 12. Site Electrical | \$ _____ |

13. Instrumentation and Controls \$ _____
*(includes programing, factory acceptance testing,
and performance testing)*

**14. Modification to the gaseous oxygen control/feed to
the reactor basins** \$ _____

15. Restoration \$ _____

16. Start-Up and Commissioning \$ _____

17. Acceptance Testing and Reporting \$ _____

18. Record drawings and O&M Manuals \$ _____

SUBTOTAL CONSTRUCTION COST OF WORK \$ _____

TOTAL CONSTRUCTION COST OF WORK (Items 4-18) \$ _____

ALLOWANCE

19. Permit Fees \$ **\$150,000**

20. Additional Testing (if required) \$ **\$150,000**
(For both Design and Construction)

21. Owner Contingency \$ **\$500,000**

TOTAL BID – Design, Construction, and Allowance Costs (proposed “Contract Price”)

(IN WORDS)

\$ _____
(FIGURES)

NOTES:

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, overhead, fringe, profit, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: _____ (Please Print)

By: _____
Signature

Name: _____
(Typed or printed)

Title: _____

Date Submitted: _____

Address: _____

[State] Contractor's License No.: _____

Contractor's License Class: _____

AGREEMENT**Between****CITY OF FORT LAUDERDALE****and****for****DESIGN/BUILD SERVICES FOR THE****GT Lohmeyer WWTP Replacement of Oxygen System****Solicitation No. 12323-496; Project Nos. 11781 & 11917**

This is an Agreement between the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as “CITY” and _____, its successors and assigns, hereinafter referred to as “DESIGN/BUILD FIRM.”

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and DESIGN/BUILD FIRM agree as follows:

ARTICLE 1 – DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties.

Agreement: This document, inclusive and including all exhibits and documents that are expressly incorporated by reference.

Applicable Laws: All federal, state, county, and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Project and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws may be amended from time to time to perform the Work.

Change Order: A written document ordering a change in the Guaranteed Maximum Price or Contract Time or a material change in the Work.

CITY: The CITY (or Owner) shall mean the City of Fort Lauderdale, a Florida municipal corporation, having its principal offices at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, which is a party hereto and/or for which this Contract is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the CITY's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Contract.

City Commission: City Commission shall mean the governing and legislative body of the CITY.

City Manager: City Manager shall mean the Chief Administrative Officer of the CITY.

Construction Documents Phase: The phase in which DESIGN/BUILD FIRM will consult with Contract Administrator and prepare the Construction Documents for the Project, based upon the

Design Criteria Package (DCP), for review and approval of the CITY (including, without limitation, any and all applicable CITY departments) and any applicable regulatory agencies.

Construction Manager: The Construction Manager is the authorized individual or firm which is the representative of the DESIGN/BUILD FIRM, who/which will administer/manage the construction effort on behalf of the DESIGN/BUILD FIRM.

Construction Phase: The phase which constitutes DESIGN/BUILD FIRM's administration of the construction of the Project and all activities necessary for the completion of the Project.

Contract Documents: This Agreement, as approved by the Mayor and City Commission and its exhibits, attachments and forms, any addenda, performance bond and payment bond, plans and specifications (as approved and permitted) as prepared by the DESIGN/BUILD FIRM in accordance with the DCP, Notice of Award, Notice(s) to Proceed, and any and all agreed upon contract and/or design modifications, including but not limited to change orders; Project schedule; a schedule of values, and any additional documents the submission of which is required by this Agreement. When reference is made in the Contract Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current or adopted edition of such publication or standard including revision and effect on the date of the issuance of all applicable permits.

Contract Time: The time between the Project Initiation Date specified in the Notice to Proceed and final completion, including any milestone dates thereof, established in the Contract, as may be amended by Change Order.

Contract Price: The Guaranteed Maximum Price agreed to between DESIGN/BUILD FIRM and the CITY. The Contract Price is not subject to increase, except as expressly allowed within the Contract Documents.

Design/Build Firm: _____, its successors and assigns, is the DESIGN/BUILD FIRM selected to perform the Work pursuant to this Agreement, and is the person, firm or corporation liable for the acceptable performance of, and payment of, all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of DESIGN/BUILD FIRM shall be deemed to be a reference to DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM will be responsible for the provision, installation, and performance of all equipment, materials, services and Work. The DESIGN/BUILD FIRM is in no way relieved of the responsibility for the performance of all equipment furnished.

Design Criteria Package (DCP): DCP shall mean those certain conceptual plans and specifications and performance oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

Design Criteria Professional: Design Criteria Professional shall mean the individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who/which is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes, and in connection with the preparation of the DCP who/which shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project, and evaluate compliance of Project construction with the DCP.

Field Order or Supplemental Instruction: A written order for minor changes or interpretations of the Contract Documents but which does not involve a change in the Guaranteed Maximum Price or Contract Time.

Final Completion: The date certified by the Project Manager and Contract Administrator that all conditions of the permits and regulatory agencies have been met; all construction, including corrective and punch list work, has been performed; all administrative requirements of the Contract Documents have been completed; and CITY has received from DESIGN/BUILD FIRM all necessary documentation, as deemed required by the CITY including, but not limited to, the following: all final releases of liens, consent of surety, release of claims by DESIGN/BUILD FIRM, correct as-built drawings, a final bill of materials, executed final adjusted Change Orders, final invoice, copies of pertinent test results, correspondence, warranties, guarantees, operational manuals, spare parts, service contracts and tools.

GUARANTEED MAXIMUM PRICE (GMP): THE MUTUALLY AGREED UPON CONTRACT PRICE TO BE PAID TO THE DESIGN/BUILD FIRM, AND THAT THE DESIGN/BUILD FIRM GUARANTEES NOT TO EXCEED, FOR ALL LABOR, EQUIPMENT, AND MATERIALS TO DESIGN, PERMIT (AS REQUIRED BY THE CONTRACT DOCUMENTS), ADMINISTER, COORDINATE, INSPECT, CONSTRUCT AND INSTALL THE PROJECT WITHIN THE CONTRACT TIME. THE DOLLAR AMOUNT SHALL INCLUDE, BUT NOT BE LIMITED TO ALL PROFIT, OVERHEAD, ON-SITE AND OFF-SITE CONDITIONS (KNOWN AND UNKNOWN) AND ADMINISTRATIVE COSTS. THE GUARANTEED MAXIMUM PRICE IS NOT SUBJECT TO INCREASE EXCEPT AS EXPRESSLY ALLOWED.

Holidays: Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.

Notice to Proceed: One or more written notice(s) to DESIGN/BUILD FIRM issued by the Contract Administrator authorizing the commencement of specified Work.

Plans and Specifications: The official graphic representations of the Project as prepared, signed and sealed by Architect/Engineer and which, upon written approval of CITY, shall become a part of the Contract Documents.

Project: The design/construction project described in the Contract Documents, including the Work described herein in Exhibit A.

Shop Drawings: Drawings, diagrams and schedules, and other data specially prepared by the DESIGN/BUILD FIRM or its Subcontractors, sub-Subcontractors, manufacturer, supplier or distributor to illustrate some portion of the Work.

Sub-Consultant: The person or entity who is a registered architect, professional engineer, professional land surveyor, and/or registered landscape architect having a contract with Consultant or DESIGN/BUILD FIRM to provide professional services for the design of the Project, and who is licensed by the State of Florida to provide said services.

Substantial Completion: The date, as certified by the Contract Administrator and the Project Manager that all conditions of the permits and regulatory agencies have been met for the CITY's stated use of the Project, and all construction has been performed therein in accordance with the Contract Documents so CITY can beneficially enjoy, use or occupy and can operate it in all respects for its intended purpose.

Surety: The surety company or individual which is bound by the performance bond and payment bond with and for DESIGN/BUILD FIRM, who is primarily liable, and which surety company or individual is responsible for DESIGN/BUILD FIRM's acceptable performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

Work: The totality of the obligations, including design, permitting, governmental entitlements, site plan approvals and construction and all other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided to or to be provided by DESIGN/BUILD FIRM to fulfill its obligations.

ARTICLE 2 – GENERAL PROVISIONS

2.1 DESIGN/BUILD FIRM hereby agrees to furnish all of the labor, materials, equipment, Work, services and incidentals necessary to complete the Project, in accordance with the Contract Documents, within the Contract Time and for the Guaranteed Maximum Price.

2.2 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM accepts the relationship of trust and confidence established between it and the CITY by this Agreement. The DESIGN/BUILD FIRM warrants and represents to CITY that it will furnish its best skill and judgment in performing the Work, and shall always act to further the interest of the CITY in the expeditious completion of the Project at the lowest cost to the CITY, and in strict accordance with the Contract Documents and prudent and customary construction practices.

2.3 By signing this Contract, the DESIGN/BUILD FIRM accepts a fiduciary duty with the CITY and warrants and represents to the CITY that the DESIGN/BUILD FIRM: (a) has all licenses and certifications required by applicable laws; (b) is experienced in all aspects of pre-construction and

construction planning for projects similar to the Project; (c) will act in the CITY's highest and best interests in performing the Work; and (d) that no employees or affiliates of the DESIGN/BUILD FIRM, including all Sub-consultants, Subcontractors, and suppliers, at any tier, have been convicted of a public entity crime, fraud, theft, and/or a property damage crime within the preceding thirty-six (36) months from the time this Contract is executed, as required pursuant to Section 287.133, Florida Statutes.

2.4 Intention of Contract Documents: It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed in accordance with the Contract Documents. Any Work, design, construction, other professional services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the DESIGN/BUILD FIRM, whether or not specifically called for by the Contract Documents. When words, which have a well-known technical or trade meaning are used to describe Work, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of permit issuance. CITY shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

2.5 DESIGN/BUILD FIRM shall plan, record, and update, at least monthly, the design and construction schedule of the Project. The Project Schedule shall indicate the dates for the commencement and completion of the various stages of design and construction and shall be revised at least monthly and as required by the conditions of the Work. The Project Schedule shall encompass all of the work of all professions and trades necessary for the construction of the Project

and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. DESIGN/BUILD FIRM shall be responsible to have available to it all materials, supplies, and appropriate personnel, trades, etc., necessary to complete the Work in accordance with the Project Schedule.

ARTICLE 3 – CONTRACT DOCUMENTS

3.1 The Contract Documents shall be followed as to Work, Materials and dimensions except with the Contract Administrator may authorize, in his/her sole discretion, and in writing, an exception.

3.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Consultant, with concurrent written notice to Contract Administrator and Project Manager. DESIGN/BUILD FIRM shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Consultant, with concurrent written notice to Contract Administrator and Project Manager.

3.3 DESIGN/BUILD FIRM shall maintain two (2) copies of the Contract Documents, one of which shall be preserved and always kept accessible at the site for the Contract Administrator, Project Manager, and/or authorized representatives.

3.4 The Contract Documents shall have the following order of precedence, beginning with the most important:

1. This Agreement (Contract) and all exhibits, addendums, and amendments thereto;
2. Change Orders (to the extent permitted under this Agreement);
3. The Specifications, as approved and permitted;

4. The Plans, as approved and permitted;
5. The DCP; and
6. CPM Project Schedule and Schedule of values.

ARTICLE 4 – SCOPE OF WORK

4.1 DESIGN/BUILD FIRM agrees to complete the Project generally described by the DCP, including, drawings and specifications; job site inspection; administration of construction, engineering, architecture, landscape architecture, and land surveying services, labor, materials, equipment and other services necessary to perform all of the Work described in the Contract Documents, to be prepared by the DESIGN/BUILD FIRM, including drawings and addenda thereto for the construction of the Project; the Project shall be construed in accordance with the requirements and provisions of said Contract Documents and for the Guaranteed Maximum Price.

4.2 DESIGN/BUILD FIRM agrees to meet with Contract Administrator and/or Project Manager or their respective designees at reasonable times and with reasonable notice.

4.3 Prior to the Final Completion of construction services under this Agreement, and as a condition precedent to final payment, there shall be established a record set of plans on reproducible vellum and a record set of Specifications, both of which shall bear the written approvals of the DESIGN/BUILD FIRM and Contract Administrator. Such approval shall be indicated by the written signature of both parties. In addition, there shall be established electronic copies on USB drives of the record set plans, non-compressed, formatted in the latest version of AutoCAD and of the record set of Specifications.

4.4 DESIGN/BUILD FIRM herein represents that Construction Manager, at a minimum, will provide the following services:

4.4.1 At least five (5) days prior to the commencement of the construction phase of the Project, the DESIGN/BUILD FIRM will identify and provide the qualifications of a suitably qualified and experienced Construction Manager who will be on site full time at the Project.

4.4.2 DESIGN/BUILD FIRM will use reasonable efforts to have the same Construction Manager on the Project, full time, to its conclusion, and any new representative will first be approved in writing by Contract Administrator before permanent assignment. Approval shall not be unreasonably withheld.

4.4.3 The Construction Manager will conduct weekly meetings with the Contractor and its Subcontractors at regular times, as previously agreed upon and approved by the Project Manager, and shall issue weekly reports on the progress of the Work and the minutes of the previous meeting.

4.4.4 The Construction Manager will administer the Contractor's Work.

4.4.5 The Construction Manager shall coordinate the processing of shop drawings and material submittals.

4.4.6 The Construction Manager will endeavor to achieve satisfactory performance by Contractor and, if required, will require corrections to Contractor's Work including, but not limited to, maintaining punch lists and observing testing.

4.4.7 The Construction Manager will monitor the cost of the Project, including payment applications and the preparation thereof.

4.4.8 The Construction Manager will assist in the preparation of record drawings, and shall transmit to the Consultant requests for additional information concerning the design. In addition, the Project Manager shall be copied on these requests for monitoring purposes.

4.4.9 The Construction Manager will observe testing and start-up activities of machinery and utilities.

4.4.10 The Construction Manager will secure all equipment brochures and warranties from the Contractor.

4.4.11 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.

4.5 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide the following services:

4.5.1 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.

4.5.2 Consultant shall design the Project so as to comply with Applicable Laws.

4.5.3 Consultant shall prepare the Plans and Specifications, as well as obtain all required and necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.

4.5.4 Consultant shall also submit the Plans and Specifications to the Design Criteria Professional, with a copy to Contract Administrator, for his/her review and written approval. Design Criteria Professional shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Design Criteria Professional's approval of the

Plans and Specifications shall not constitute acceptance of any design work which does not comply with Applicable Laws, the DCP, and/or with the terms of this Contract. Except as provided herein, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Design Criteria Professional, shall constitute a representation by the Design Criteria Professional that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of Contractor, Subcontractors and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.

4.5.5 Consultant shall prepare construction change directives, if necessary, at no additional cost to the CITY, and authorize minor changes in the Work, as provided in the Contract Documents.

4.5.6 Consultant shall receive and review for compliance with the Contract Documents all written warranties and related documents required hereby to be assembled upon Substantial Completion and issue Applications for Payment performed in compliance with the requirements of the Contract Documents.

4.6 The approved and permitted Plans and Specifications shall constitute a representation by Consultant to CITY that the Project, if construed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project;

provide information necessary for the use of Contractor, Subcontractors, and those in the building trade; and include documents necessary for regulatory agencies and other governmental approvals.

4.7 Project Manager will provide the following services:

4.7.1 The Project Manager shall review Applications for Payment and coordinate the processing thereof with the CITY.

4.7.2 The Project Manager shall monitor the schedule(s).

4.7.3 The Project Manager shall track, log and review all required Project related documents and subsequently address any and all concerns with DESIGN/BUILD FIRM.

4.7.4 The Project Manager shall review and observe the Work and testing thereof for conformance and compliance with the requirements of the Contract Documents.

4.7.5 The Project Manager shall attend all required meetings and maintain and distribute meeting minutes.

4.7.6 At all times, the Project Manager will act as liaison between the parties to this Agreement, and the City's Project Manager and Contract Administrator.

ARTICLE 5 - COMPLETION DATE

5.1 Time is of the essence for the DESIGN/BUILD FIRM's performance of the Work pursuant to this Contract. The DESIGN/BUILD FIRM agrees to complete the Work in accordance with the approved and accepted Project Schedule and to achieve Substantial Completion of the Work, in accordance with this Contract, and within the Contract Time. DESIGN/BUILD FIRM

acknowledges that failure to achieve Substantial Completion will result in substantial damages to the CITY, such as loss of beneficial use and/or occupancy of the Project.

5.2 DESIGN/BUILD FIRM shall be instructed to execute the Contract with seven (7) calendar days after CITY COMMISSION approval. DESIGN/BUILD FIRM shall immediately commence scheduling activities, permit applications and other preconstruction work after the Notice to Proceed.

5.3 The DESIGN/BUILD FIRM shall complete the Construction Documents Phase within thirty (30) calendar days of the issuance of the Notice to Proceed.

5.4 Failure of the DESIGN/BUILD FIRM to timely complete the Project, DESIGN/BUILD FIRM shall pay to the City the sum of Two Thousand and 00/100 Dollars (\$1,000.00) for each calendar day after the time specified in Article 2 (plus any approved time extensions at the sole discretion of the CITY) that DESIGN/BUILD FIRM fails to have the Project fully operational. The time frame for liquidated damages shall not commence and thus shall not be tolled until the Contract Administrator submits the punch list to the DESIGN/BUILD FIRM. DESIGN/BUILD FIRM and CITY HEREBY MUTUALLY AGREE AND ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES AMOUNT SET FORTH HEREIN are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby 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 said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Contract on time.

5.5 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Contract or as much thereof as CITY may, in its sole discretion, deem just and reasonable. The CITY shall first deduct the liquidated damages from the monies referenced (section re: method of payment).

ARTICLE 6 - CONTRACT PRICE (GUARANTEED MAXIMUM PRICE) AND METHOD OF PAYMENT

6.1 The Contract Price is the Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and the CITY under this Agreement, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by Change Order.

6.2 The Contract Price for the Project, which is also the Guaranteed Maximum Price is \$ _____.

6.3 In the event that the DESIGN/BUILD FIRM's total approved expenditures for the Project exceed the Guaranteed Maximum Price, the DESIGN/BUILD FIRM shall pay such excess from its own funds. CITY shall not be required to pay any amount that exceeds the Guaranteed Maximum Price and the DESIGN/BUILD FIRM shall have no claim against the CITY on account thereof.

6.4 METHOD OF BILLING AND PAYMENT

6.4.1 During the Construction Documents Phase, DESIGN/BUILD FIRM may submit a request for payment monthly based upon percentage of completion of the (final construction) Plans and Specifications. During the Construction Phase, DESIGN/BUILD FIRM may submit a request for payment thirty (30) calendar days after beginning field operations, subject to the Notice to Proceed,

and every thirty (30) calendar days thereafter. Payment during the Construction Phase will be based upon percentage of work completed for each item in the approved Schedule of Values. DESIGN/BUILD FIRM's requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Contract Administrator. At a minimum, the requisition for payment shall be accompanied by a completed certification of Work; consent of surety in the applicable amount; list of Subcontractors that performed Work during the payment application period being submitted; releases of liens from the Contractor for the previous period being billed; releases of liens from Subcontractors that have performed Work during the previous billing period unless payment for the previous period has not been received by the DESIGN/BUILD FIRM; aerials and photographs of the areas of Work for the applicable billing period; an accepted, updated Project Schedule (as approved); and back up for all items being billed. The certification of Work will mean compliance by DESIGN/BUILD FIRM with the approved Project Schedule; that as-built drawings of Improvements are current for the prior period; and applicable laws are being met and complied with. Each requisition for payment shall be submitted to the Project Manager for approval. Payment for Work performed will be made in accordance with the Florida Prompt Payment Act, Sections 255.0705 – 255.078, but not more frequently than once a month. The Contract Administrator shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule, as indicated in the Project Schedule, DESIGN/BUILD FIRM shall include a written plan demonstrating how the Final Completion date shall be maintained.

6.4.2 CITY agrees that it will pay DESIGN/BUILD FIRM within thirty (30) calendar days of receipt of DESIGN/BUILD FIRM's proper requisition for payment, as provided above.

6.4.3 Ten percent (10%) of all monies earned by DESIGN/BUILD FIRM shall be retained by CITY until the Project has obtained Final Completion and been accepted by the CITY, except upon completion of the Construction Documents Phase and approval of the CITY of the Work performed under such phase, the Contract Administrator may release the entire amount of the retainage pertaining to the Consultant fees associated with the Construction Documents Phase. After fifty percent (50%) of the Construction Phase of the Project has been completed, the Contract Administrator, upon written request of the DESIGN/BUILD FIRM and written Consent of Surety in support of said request, may reduce the retainage to five percent (5%) of all monies earned subsequent to the Construction Documents Phase. Any interest earned on retainage shall accrue to the benefit of the CITY.

6.4.4 Undisputed amounts remaining unpaid thirty (30) calendar days after CITY's request of DESIGN/BUILD FIRM's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74(4), Florida Statutes. This section shall not apply if the CITY has a right to withhold any portion of the payment under this Agreement.

6.4.5 Upon receipt of written notice from DESIGN/BUILD FIRM that the Project is ready for final inspection and acceptance, the Contract Administrator shall, within seven (7) calendar days, make an inspection thereof. If the Contract Administrator finds the Project acceptable under the Contract Documents and the Project fully performed, a Final Certificate of Payment shall be issued by the Contract Administrator over his/her own signature, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.

6.4.6 Before issuance of the Final Certificate for Payment, DESIGN/BUILD FIRM shall deliver to the Contract Administrator a complete release of all liens arising out of this Agreement, or

receipts in full in lieu thereof, and an affidavit certifying that all suppliers, Consultant, Subcontractors, and Subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-builts, warranties, guarantees, operational manuals, and instructions in operation must be delivered to CITY at this time. Contractor shall submit a completed as-built drawings package signed and sealed by a land surveyor registered in the State of Florida and as approved by the CITY's Public Works Department, and proof that all permits have been closed, which shall be delivered prior to requesting final payment. A Certificate of Occupancy, and/or Certificate of Completion (CC) will be obtained prior to final payment being made, if required.

6.4.7 CITY may withhold final payment or any progress payment to such extent as may be necessary on account of:

- (a) Defective Work not remedied.
- (b) Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM.
- (c) Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, Subcontractors or Subconsultants, or for material or labor.
- (d) Damage to another Subcontractor, Subconsultant, supplier, material, person (as provided for in Florida Statute Chapter 713, party or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, servants, employees, Contractor, Consultant, Subconsultants, Subcontractors, sub-Subcontractors, sub-Subconsultants, material person and suppliers.

(e) Liquidated damages pursuant to Article 5 herein.

(f) As-built drawings not being in a current and acceptable state.

6.5 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. THE DESIGN/BUILD FIRM's warranty excludes reedy for damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

6.6 When the above grounds are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.

6.7 If, after the Project has been substantially completed, full completion thereof is delayed through no fault of DESIGN/BUILD FIRM, or by issuance of Change Orders affecting final completion, and the Contract Administrator so certifies. CITY shall, upon certification of the Contract Administrator, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by

law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6.8 The making and acceptance of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.

6.9 If the Contract Administrator, in its reasonable judgment, determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN/BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price then remaining unpaid is determined by the Contract Administrator to be sufficient to so complete the Work.

6.10 DESIGN/BUILD FIRM shall remain liable for Subcontractors' Work and for any unpaid laborers, material suppliers of Subcontractors in the event it is later discovered that said Work is deficient or that any Subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.

6.11 The DESIGN/BUILD FIRM shall use the sums advanced to it solely for the performance of the Work and the construction, furnishing and equipping of the Work in accordance with the

Contract Documents and payment of bills incurred by the DESIGN/BUILD FIRM in performance of the Work.

6.12 Payment will be made through the CITY's P-Card.

ARTICLE 7 - ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

7.1 Without invalidating the Agreement and without notice to any surety, CITY reserves and shall have the right to make such changes from time to time in the character and quantity of the WORK as may be considered necessary or desirable to complete fully and acceptably the Project in a satisfactory manner. Any extra or additional work within the scope of the Project may be accomplished by means of appropriate Field Orders, and/or fully executed and approved Change Orders.

ARTICLE 8 - DESIGN/BUILD FIRM'S RESPONSIBILITIES

8.1 The parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the Project according to the Design Criteria Package (DCP).

8.2 The CITY will be responsible for security, with full cooperation of DESIGN/BUILD FIRM, all environmental permits for the Project, including without limitation, SFWMD, Broward County, Army Corp of Engineers and FDEP. Except as provided in the preceding sentences (as to the permits the CITY is responsible for securing), the DESIGN/BUILD FIRM shall be fully responsible for any and all other permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses (except those that the CITY is expressly responsible for herein) require by federal, state or local laws, rules, and regulations necessary for

the prosecution of the Project by DESIGN/BUILD FIRM pursuant to this Agreement shall be secured by the DESIGN/BUILD FIRM and paid for by the CITY. It is the DESIGN/BUILD FIRM's responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed, and for all persons working on the Project for whom a certificate of competency is required.

8.3 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees, including, but not limited to, the Contractor, Consultant, Subcontractors, Sub-Consultants, sub-Subcontractors, Materials persons (pursuant to Chapter 713, Florida Statutes), and any and all other persons working for it in conjunction with the design and construction of the Project.

8.4 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its Contractor, Consultant, Subcontractors, Sub-Consultants, sub-Subcontractors, sub-Sub-Consultants, Materials persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for Contractor, Consultant, Subcontractors or Sub-Consultant; and any and all persons for whose acts any of the aforesaid may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and Consultant, or CITY and any Subcontractor, Sub-Consultant, sub-Subcontractor, sub-Sub-Consultant, or any other person working either for DESIGN/BUILD FIRM or for any of the aforesaid parties in conjunction with the design and construction of the Project, including, without limitation, any obligation on the part of the CITY to pay or to see the payment of any monies due to any of the aforesaid parties pursuant to this section.

8.5 DESIGN/BUILD FIRM agrees to bind its Consultant, Subcontractors, and Sub-Consultants to the applicable terms and conditions of this Agreement for the benefit of the CITY.

8.6 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, materials, construction and other labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

8.7 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order among its employees, Consultants, Subcontractors and Sub-Consultants at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the work and/or services assigned to him or her.

8.8 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the Materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project, including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the same to the Contract Administrator in writing. DESIGN/BUILD FIRM shall cause all its employees, agents,

Consultant, Subcontractors, Subconsultants, sub-Subconsultants and sub-Subcontractors to observe and comply with all Applicable Laws.

8.9 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent State statutes involving State taxes and complying with all requirements.

8.10 If DESIGN/BUILD FIRM has knowledge that the Contract Documents do not comply with Applicable Laws, in any respect, the DESIGN/BUILD FIRM shall promptly notify the Project Manager, in writing, and any necessary changes shall be adjusted by appropriate revisions. If the DESIGN/BUILD FIRM performs any Work not in accordance with Applicable Laws, and without such notice to the Project Manager, the DESIGN/BUILD FIRM shall assume full responsibility therefore, and shall bear all costs attributable thereto. DESIGN/BUILD FIRM warrants to CITY that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Guaranteed Maximum Price and the Contract Time. DESIGN/BUILD FIRM warrants to CITY that the DCP is consistent, practical, feasible and constructible. DESIGN/BUILD FIRM further warrants to CITY that the Work described in the DCP is constructible for the Guaranteed Maximum Price and the Contract Time.

THE CITY DISCLAIMS ANY WARRANTY THAT THE DCP FOR THE PROJECT IS ACCURATE, PRATICAL, CONSISTENT, AND/OR CONSTRUCTIBLE.

8.11 DESIGN/BUILD FIRM accepts the Project site in its observable and/or documented condition existing at the time of this Agreement, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project.

By signing this Contract, the DESIGN/BUILD FIRM represents to the CITY that it has: (a) visited the Project site to become familiar with the conditions under which the Work is to be performed; (b) become familiar with all information provided (without warranty) by the CITY pertaining to the Project site; and (c) correlated its observations with the information furnished by the CITY (without warranty), and the Contract Documents. The DESIGN/BUILD FIRM hereby waives additional time or compensation for additional work made necessary by observable and/or documented conditions existing at the Project site, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project.

8.12 The DESIGN/BUILD FIRM agrees specifically that no Change Orders shall be required by the DESIGN/BUILD FIRM or considered by the CITY for reasons involving conflicts in the Contract Documents; questions of clarity with regard to the Contract Documents; and incompatibility or conflicts between the Contract Documents and the existing Project site conditions excluding, without limitation, utilities and unforeseen underground conditions at the discretion of the CITY and will not be unreasonably withheld. The DESIGN/BUILD FIRM acknowledges that it has ascertained all correct locations for points of connection for all utilities required for this Project.

8.13 The DESIGN/BUILD FIRM shall comply with all conditions of any permits issued by government authorities.

8.14 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 DESIGN/BUILD FIRM; the CITY reserves the right to approve all suppliers and materials.

8.15 The DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM hereby expressly binds itself to indemnify and save harmless the CITY from all such claims and fees and from any and all suits and actions 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.

8.16 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 am to 6:00 pm, Monday through Friday. The DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM and no extra payment shall be made to the DESIGN/BUILD FIRM for overtime work. The cost to the DESIGN/BUILD FIRM to reimburse the CITY for overtime inspections 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 DESIGN-BUILD FIRM at the actual rate accrued.

8.17 In the event of an emergency affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, DESIGN/BUILD FIRM, without special instruction or authorization from the CITY is obligated to act to prevent threatened damage, injury or loss. DESIGN/BUILD FIRM shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.18 Upon issuance of a Hurricane Watch by the National Weather Service, DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM has not already done so, the DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM to any additional compensation. DESIGN/BUILD FIRM shall be entitled to request an extension of time for completion of the Work, in accordance with the provision of Article ____ of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.19 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 these 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 respective 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 DESIGN/BUILD FIRM 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 DESIGN/BUILD FIRM shall use its reasonable efforts to minimize such delays. The DESIGN/BUILD FIRM shall promptly provide an estimate of the anticipated additional time required to complete the Project.

ARTICLE 9 - CITY'S RESPONSIBILITIES

9.1 CITY shall assist DESIGN/BUILD FIRM by placing at its disposal any available information pertinent to the Project including previous reports, laboratory tests and inspections of samples, materials and equipment; property, boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; and known zoning, deed and other land use restrictions.

9.2 CITY shall arrange for access to and make all provisions for DESIGN/BUILD FIRM to enter upon public property as required for DESIGN/BUILD FIRM to perform its services.

9.3 CITY shall render decisions under this Agreement in a timely manner.

ARTICLE 10 - SUPERINTENDENCE AND SUPERVISION

10.1 The orders of the CITY are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Contract and the other Contract Documents. Construction Manager shall keep on the Project during its progress, a full-time, competent, English speaking supervisor, who shall be the Construction Manager Representative and who shall serve as the superintendent, and any necessary assistants, all satisfactory to the Project Manager.

10.2 Construction Manager or Construction Manager Representative shall prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day: the weather conditions and how any weather conditions affected progress of the Work; time of commencement of Work for the day; the Work performed; materials, labor, personnel, equipment and Subcontractors used for the Work; any idle equipment and reasons for idleness; visitors to the Project site; any special or unusual conditions or occurrences encountered; any materials delivered

to the Project site; and the time of termination of Work for the day. The daily bound log shall be available for inspection by the CITY, or its authorized designee, at all times during the Project, without previous notice.

10.3 If DESIGN/BUILD FIRM, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including, but not limited to, the Plans and Specifications, it shall be DESIGN/BUILD FIRM's sole obligation and duty to immediately inform the Contract Administrator, in writing, and the Contract Administrator will promptly verify same. Any Work done prior to or after such discovery will be done at DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, DESIGN/BUILD FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BE CORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN/BUILD FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**

10.4 DESIGN/BUILD FIRM shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform and complete the Project in accordance with the Contract Documents. DESIGN/BUILD FIRM shall be solely responsible for the design, preparation of Construction Documents, means, methods, techniques, safety, sequences and procedures of construction. DESIGN/BUILD FIRM shall give efficient supervision to the Work, using DESIGN/BUILD FIRM's best skill, attention and judgment.

ARTICLE 11 - RESOLUTION OF DISPUTES

11.1 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 CITY Project Manager and DESIGN/BUILD TEAM Project Manager shall be submitted to the Contract Administrator and DESIGN/BUILD TEAM's representative 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 next level of the parties' respective management levels for resolution. Each party may determine in such party's reasonable discretion as to who the "next level of management" is for purposes of resolving disputes.

11.2 All non-technical administrative disputes (such as billing and payment) shall be determined by the Contract Administrator.

11.3 During the pendency of any dispute and after a determination thereof, DESIGN/BUILD TEAM, and CITY shall act in good faith to mitigate any potential damages including using construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, DESIGN/BUILD TEAM shall proceed diligently with performance of this Agreement and CITY shall continue to make payments for undisputed amounts in accordance with the Contract Documents.

11.4 In the event a resolution of a dispute under this section cannot be resolved, the issue shall be submitted by the DESIGN/BUILD TEAM to the CITY MANAGER or designee, in writing within

ten (10) days of the impasse. The notice must state the basis of the dispute and the DESIGN/BUILD TEAM's proposed resolution. The notice given by the DESIGN/BUILD TEAM must include a written notarized certification that any GMP adjustment claimed is the entire adjustment to which the DESIGN/BUILD TEAM has reason to believe it is entitled to as a result of the question, claim, difficulty or dispute. Resolution of such dispute shall be made by the City Manager or designee. The City Manager's decision shall be final and binding on the parties subject to mediation and judicial review.

11.5 Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes to a mediator mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a party to comply in strict accordance with the requirements of this Article, then said party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

ARTICLE 12 - CITY'S RIGHT TO TERMINATE AGREEMENT

12.1 If DESIGN/BUILD FIRM fails to begin the design and construction of the Project within the time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the Contract Documents and schedules, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an

assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the CITY shall give notice, in writing, to DESIGN/BUILD FIRM and its surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may, upon written notice from the Contract Administrator of the fact of such delay, neglect or default and DESIGN/BUILD FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM, exclude DESIGN/BUILD FIRM from the Project site, and take the prosecution of the Project out of the hands of DESIGN/BUILD FIRM, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the CITY's reasonable discretion. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an Agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DESIGN/BUILD FIRM. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by CITY shall be less than the sum which would have been payable under this Agreement, if it had been completed by said DESIGN/BUILD FIRM, then DESIGN/BUILD FIRM shall be entitled to receive the difference. If such damages and costs exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.

12.2 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY

and DESIGN/BUILD FIRM 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 12.3 below.

12.3 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon ten (10) business days from the date of DESIGN/BUILD FIRM's receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all work and reimbursables executed, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOST PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

12.4 Upon receipt of Notice of Termination pursuant to Sections 12.1 and 12.2 above, DESIGN/BUILD FIRM shall, at its sole cost and expense (other than demobilization as a result of the Notice of Termination pursuant to Section 12.3 which shall be paid for by the CITY) and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, 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. Compensation shall be withheld until all documents are produced to CITY pursuant to this Article.

**ARTICLE 13 - DESIGN/BUILD FIRM'S RIGHT TO STOP WORK OR TERMINATE
CONTRACT**

13.1 If the Project should be stopped under any order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD FIRM or of anyone employed by DESIGN/BUILD FIRM, or if the Contract Administrator should fail to review and approve or state in writing reasons for non-approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM within thirty (30) calendar days after submittal of a proper requisition for payment, as approved by the Project Manager or the Contract Administrator (as applicable), then DESIGN/BUILD FIRM may give written notice to CITY, of such delay, neglect or default, specifying same. If CITY, within a period of ten (10) business days after such written notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expenses sustained, but excluding any claim for payments for lost profits, indirect, special, consequential or other damages.

ARTICLE 14 - NOTICES

14.1 Whenever either party desires to give notice to the other, such notice must be in writing with proof of delivery or receipt. The notice shall be address to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

FOR THE CITY:

City Manager

Project Manager

With a copy to the City Attorney

FOR THE DESIGN/BUILD TEAM:

ARTICLE 15 – BONDS AND INSURANCE

15.1 DESIGN/BUILD FIRM shall furnish, or cause to be furnished, on or before seven (7) days after execution of this Agreement, the following:

Performance Bond and Payment Bond (Surety)

15.2 THE DESIGN/BUILD FIRM 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 guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or Subcontractors employment pursuant to the Project. The Payment and Performance bond shall be with a surety insurer authorized to do business in the state of Florida as surety, (“Bond”), in accordance with Sec. 255.05, Fla. Stat., 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 performance and payment bond shall remain in full force and effect during the Project and 60 days beyond the contract term for close out.

15.3 THE DESIGN/BUILD FIRM shall furnish to the CITY, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below and in the solicitation:

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 DBFs.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds 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 DBF. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

BUSINESS AUTOMOBILE LIABILITY

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

If the DBF does not own vehicles, the DBF 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.

WORKER'S 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 DBF waives, and the DBF shall ensure that the DBF's insurance carrier waives, all subrogation rights against the City and the City's officers, 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 DBF 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.

PROFESSIONAL LIABILITY and/or ERRORS and OMISSIONS

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

DBF must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements:

- a. The DBF 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 DBF 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 DBF 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 DBF 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 the general liability policy and professional liability policy.
- g. The City shall be granted a Waiver of Subrogation on the DBF'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 DBF has the sole responsibility for the payment of 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 DBF's expense.

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

The DBF's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be noncontributory.

Any exclusion or provision in the insurance maintained by the DBF that excludes coverage for work contemplated in this Agreement shall be 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, DBF 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 DBF's insurance policies.

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

It is the DBF's responsibility to ensure that any and all of the DBF's independent Contractors and subconsultants/subcontractors comply with these insurance requirements. All coverages for independent Contractors, subconsultants/subcontractors, sub-subconsultants/subcontractors, shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the DBF.

Deductible not to exceed 10%

Must be in effect for at least three (3) years after Project completion

15.4 All deductibles for insurance required in this Agreement are the responsibility of the DESIGN/BUILD FIRM. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. Certificate holder must read: CITY OF FORT LAUDERDALE, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. Compliance with the foregoing requirements shall not relieve the DESIGN/BUILD FIRM of its liability and obligation under this section or under any other section of this Agreement.

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

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

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

ARTICLE 16 - SUBSTANTIAL COMPLETION

16.1 When DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY, in the event CITY chooses to accept same pursuant to the sole authority and discretion, is substantially complete, DESIGN/BUILD FIRM shall so notify the Contract Administrator and Project Manager, in writing, and shall prepare for submission to the Contract Administrator and Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete all Work in accordance with the Contract Documents. The Contract Administrator, Project Manager, and such other persons as they may deem necessary, shall conduct a joint inspection to determine that the Project (or designated portion thereof) is substantially complete. The Contract Administrator will then instruct DESIGN/BUILD FIRM to prepare and deliver to the Contract Administrator a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the Project (or that portion of the Project). After review of the certificate by the Contract Administrator, CITY shall either accept or reject the certificate. Acceptance of Substantial Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Contract Administrator along with the request for Substantial Completion shall commence on the date of Substantial Completion of the Project (or for that portion of the Project). The Certificate of Substantial Completion shall be

submitted to CITY through the Contractor Administrator and DESIGN/BUILD FIRM for its written acceptance of the responsibilities assigned to it in such Certificate.

ARTICLE 17 - SHOP DRAWINGS AND SCHEDULE OF VALUES

17.1 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

17.2 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show DESIGN/BUILD FIRM's approval thereon.

17.3 If the Shop Drawings show or indicate departures from the Contract requirements, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents. Contract Administrator shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.

17.4 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DESIGN/BUILD FIRM's responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them, and then make one (1) submittal to the Contract Administrator, along with DESIGN/BUILD FIRM's comments as to compliance, noncompliance, or features requiring special attention.

17.5 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.

17.6 DESIGN/BUILD FIRM shall submit to Contract Administrator five (5) copies. Re-submissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.

17.7 Contract Administrator's acceptance of the Shop Drawings, as approved by DESIGN/BUILD FIRM, will be for general compliance with the Plans and Specifications, and shall not relieve DESIGN/BUILD FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the Materials or Work required by the Contract and not indicated on the Drawings.

17.8 DESIGN/BUILD FIRM shall keep one (1) set of Shop Drawings, marked with the Contract Administrator's acceptance, as the Project site at all times.

17.9 The DESIGN/BUILD FIRM shall submit a Schedule of Values to the Contract Administrator as specified in the Technical Specifications. DESIGN/BUILD FIRM shall submit to the Contract Administrator a separate Schedule of Values for demolition, abatement, and site work ten (10) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8 1/2" x 11" white paper listing: title of Project, location, Project number, Consultant, Contractor, Contract designation and date of submission. The schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall

establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DESIGN/BUILD FIRM shall list the sub-values of major products or operations under the item. Each item shall include the proportion of DESIGN/BUILD FIRM's overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

A. The cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and

B. The total installed value.

ARTICLE 18 - FIELD ENGINEERING

18.1 The DESIGN/BUILD FIRM shall provide and pay for field engineering services required for the Project. This work shall include the following elements:

A. Survey work required in execution of the Project;

B. Civil, structural or other professional engineering, architectural, landscape architectural, or land surveying services specified, or required to execute the DESIGN/BUILD FIRM's construction methods.

18.2 The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project.

18.2.1 The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction.

18.2.2 No changes or relocations will be made without prior written notice to the Contract Administrator.

18.2.3 A written report shall be made to the Contract Administrator when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

18.2.4 The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.

18.2.5 Replacements shall be established based upon original survey control.

ARTICLE 19 - FIELD LAYOUT FO THE WORK AND RECORD DRAWINGS

19.1 The entire responsibility for establishing and maintaining a line and grade in the field lies with DESIGN/BUILD FIRM. DESIGN/BUILD FIRM shall maintain an accurate and precise horizontal and vertical record of the existing pavement conditions; final pavement conditions; and all pipe lines, conduits, structures, underground utility access portals, handholes, fittings, etc. encountered or installed during construction. DESIGN/BUILD FIRM shall deliver these records in good order to the Contract Administrator as the work is completed. These records shall serve as a basis for “as-built” drawings. The cost of all such field layout and recording work is included in the Contract Price.

19.2 DESIGN/BUILD FIRM shall maintain in a safe place at the site, one (1) record copy of the Plans and Specifications, addenda, written amendments, Change Orders and written interpretations and clarifications, in good order and annotated to show all changes made during construction.

These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to Contract Administrator for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to Contract Administrator.

19.3 At the completion of the Project, the DESIGN/BUILD FIRM shall turn over to the City a set of reproducible drawings and a complete set of all drawings in the latest version of AutoCAD on Compact Disk, not compressed, which accurately reflect the “as-built” conditions of the new facilities. All changes made to the Construction Documents, either as clarifications or as changes, will be reflected in the plans. The changes shall be submitted at least monthly to the Contract Administrator. These “as-built” drawings and the latest version of the AutoCAD format media must be delivered and found to be acceptable prior to final payments.

ARTICLE 20 - NO DAMAGES FOR DELAY

20.1 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. DESIGN/BUILD FIRM shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact, or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, DESIGN/BUILD FIRM hindrances or delays are not due solely to fraud, bad faith or active interference by the CITY, DESIGN/BUILD FIRM shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy

for such resulting delays, in accordance with and to the extent specifically provided above. The specific application of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Ten Dollars (\$10.00) of DESIGN/BUILD FIRM's fee is acknowledged as separate and independent consideration for the covenants contained in this Article.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

OWNERSHIP OF DOCUMENTS: All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans and reports prepared or provided by DESIGN/BUILD TEAM in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, shall become the property of CITY and shall be delivered by DESIGN/BUILD TEAM to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination or upon completion of the Project. If applicable, CITY may withhold payments then due to DESIGN/BUILD TEAM until DESIGN/BUILD TEAM complies with the provisions of this section.

AUDIT RIGHT AND RETENTION OF RECORDS: CITY shall have the right to audit the books, records, and accounts of DESIGN/BUILD TEAM that are related to this Project. DESIGN/BUILD TEAM shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. DESIGN/BUILD TEAM shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, or, if the Florida Public Records Act is not applicable, for a minimum period of

three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DESIGN/BUILD TEAM's records, DESIGN/BUILD TEAM shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DESIGN-BUILD TEAM. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

ARCHITECT/ENGINEER: DESIGN/BUILD FIRM shall use the architect/engineer, including subconsultants, identified in the proposal that were a material part of the selection of the DESIGN/BUILD TEAM to provide the services for this Project. DESIGN/BUILD FIRM shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by the DESIGN/BUILD TEAM. The list of Architect/Engineer, including subconsultants, is provided on Exhibit _____, as attached hereto and is made a part hereof.

ASSIGNMENT AND PERFORMANCE: Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party.

COUNTERPARTS: This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

ALL PRIOR AGREEMENTS SUPERSEDED: This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

AMENDMENTS: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.

INDEPENDENT CONTRACTOR: DESIGN/BUILD FIRM is an independent contractor under this Agreement. Services provided by DESIGN/BUILD FIRM shall be subject to the supervision of DESIGN/BUILD FIRM. In providing the services, DESIGN/BUILD FIRM or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DESIGN/BUILD FIRM or its agents any authority of any kind to bind CITY in any respect whatsoever.

THIRD PARTY BENEFICIARIES: Neither DESIGN/BUILD FIRM or CITY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

WAIVER OF BREACH AND MATERIALITY: Failure by the CITY or DESIGN/BUILD FIRM to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and DESIGN/BUILD FIRM agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof.

COMPLIANCE WITH LAWS: DESIGN/BUILD FIRM shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT: DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles 1 and 11 of the Act, and all applicable regulations, guidelines and standards.

DESIGN/BUILD FIRM's decisions regarding the delivery of work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

DESIGN/BUILD FIRM shall comply with Title 1 of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, DESIGN/BUILD FIRM shall take affirmative steps to ensure

nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

PUBLIC ENTITY CRIMES ACT: In accordance with the Public Entity Crimes Act, Sec. 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, as amended, 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 shall result in cancellation of the CITY purchase and may result in debarment.

SEVERENCE: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

JOINT PREPARATION: Preparation of this Agreement has been a joint effort of the CITY and DESIGN/BUILD FIRM and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 shall prevail and be given effect.

In the event of a conflict among the Contract Documents, the most stringent requirement shall control.

APPLICABLE LAW AND VENUE: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, **EACH PARTY HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY SUCH LITIGATION. DESIGN/BUILD FIRM SHALL**

SPECIFICALLY BIND ITS PROJECT TEAM MEMBERS AND ANY AND ALL SUBCONTRACTORS TO THE PROVISIONS OF THE CONTRACT.

TAXES: DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes as required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

All such taxes that are required as of the time of Agreement execution shall be included in the Guaranteed Maximum Price.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

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

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through BIDSUNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of five hundred dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

The DBF shall have previous experience in the design, permitting, construction aspects of the project as describe in this RFP, including installation within the last ten (10) years. DBF shall submit project experience for a minimum of three (3) projects of similar scope and scale (or larger) with preference given to the DBF that demonstrates projects installed in Florida.

DBF's are expected to provide information on each project by including these forms in their bid submittals. If these forms are not utilized, the DBF's must provide identical information to the City for evaluation purposes.

Note: Do not include proposed team members or parent/subsidiary companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Overall Construction Cost: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO.2 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Overall Construction Cost: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO.3 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Overall Construction Cost: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:



FINANCE DEPARTMENT

PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 08/28/2019

TIME: 10:00 ☒ AM ☐ PM

OPENING DATE: 10/15/2019

PROCUREMENT CONTACT: Penelope Burger

RFP #: 12323-496

RFP TITLE: Design Build GT Lohmeyer WWTP Replacement of Oxygen System

NAME	COMPANY	PHONE	EMAIL
Penelope Burger	City of Fort Lauderdale	954-828-5189	pburger@fortlauderdale.gov
David Stambaugh	Calvin, Giordano & Associates, Inc.	954-921-7781	dstambaugh@csa solutions.com
M.A. HYNES	InterCounty Eng. Inc	954-972-9800	bids@environmental.com
Mike Sweeney	InterCounty Eng. Inc	954-972-9800 X212	MSweeney@intercountyengineering.com
MAURICIO CORREA	SUNSHINE STATE A/C INC	954-441-6344	MCCORREA@STATEAC.COM
Leonard Carlton	PCL Construction	813-425-1442	lrcarlton@pcl.com
Josh Rathner	Fisk Electric	305-882-5520	jrattnr@fiskcorp.com
Dean Garcia	Jacobs	352-384-7072	dgarcia4@jacobs.com
Cristine Ortega-C.	Jacobs	305-962-7149	cortegac@jacobs.com
Krishan Kandial	CFL	954-828-4019	KKandial@fortlauderdale.gov
Oscar Bello	Reynolds	954-650-0164	OSCAR.BELLO@REYNOLDS.COM
Alonso Griborio	Hazen and Sawyer	954-987-0066	agriborio@hazenandsawyer.com
ANNA LINDSAY	Hazen+Sawyer	240-439-9270	alindsay@hazenandsawyer.com
Kory Kyll	Kiewit WATER FACILITIES FLORIDA	402-681-7773	kory.kyll@kiewit.com
Richard Holt	Cardinal Contractors	941-377-8555	rholt@prim.com

Form approved By: Jodi S. Hart, Chief Procurement Officer | Page: 1 of 1 | Rev: 3 | Revision Date: 01/2/2019 | Author: LP



FINANCE DEPARTMENT

PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 08/28/2019

TIME: 10:00

☒ AM☐ PM

OPENING DATE: 10/15/2019

PROCUREMENT CONTACT: Penelope Burger

RFP #: 12323-496

RFP TITLE: Design Build GT Lohmeyer WWTP Replacement of Oxygen System

NAME	COMPANY	PHONE	EMAIL
Penelope Burger	City of Fort Lauderdale	954-828-5189	pburger@fortlauderdale.gov
MAURICIO CORREA	SUNSHINE STATE A/C INC	954 441 6344	MCOOREA@STATEAC.COM
JERRY ZITTMAN	REVERE CONTROL SYS	(863) 255-1619	jzittman@reverecontrol.com
ROBBIE LOVELAND	LOVELAND ELECTRIC	561-882-0401	Robbie@LOVELANDELEC.COM
Tracy Vendettupli	City of Fort Lauderdale	(954) 828-5866	tracyv@fortlauderdale.gov
Jim White	WADE TRIM	(313) 407-4029	jwhite@wadeTrim.com
GERRY TORRES	PCL CONSTRUCTION	407-340-7595	gtorres@pci.com
ELIAS ANDRAOS	PCL CONSTRUCTION	813 270 9179	EANDRAOS@PCL.COM
Thomas Stark	Wade Trim	(813) 882-4373	TSTARK@WADETRIM.COM
PRANOTI KIKALE	GLOBALTECH	(561) 997 6433	pkikale@globaltechdb.com
CYNTHIA McGRAIL	THE VALERIN GROUP	(517) 431-5430	CYNTHIA@VALERIN-GROUP.COM
Sam Shoyer	Wade Trim	(813) 882-4373	
JIM PENKOSKY	WADE TRIM	954-410-9677	jpenkosky@wadeTrim.com
JEFF LOWE	WADE TRIM	727-580-8614	jlowe@wadeTrim.com

FINANCE DEPARTMENT

PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 08/28/2019

OPENING DATE: 10/15/2019

RFP #: 12323-496

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FINANCE DEPARTMENT

RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 09/10/2019

TIME: 02:30

☐ AM ☒ PM

OPENING DATE: 10/15/2019

PROCUREMENT CONTACT: Penelope Burger

RFP#: 12323-496

RFP TITLE: Design-Build GT Lohmeyer WWTP Replacement of Oxygen System

NAME	COMPANY	PHONE	EMAIL
GARY JONES	PRINCE PORTERS	941 915 0065	GJONES@PRIN.COM
Richard Holt	CARDINAL CONTRACTORS	941-377-8553	rholt@prin.com
Dan Hayward	EDWARDS ELECTRIC	561-283-6513	dhayward@edwards-electric.com
JIM PENKOSKY	WADE TRIM	954.410.9697	jpenkosky@wadetrin.com
Robert Cox	BG GROUP	561-441-5469	robert@bgdemolition.com
KONOR SHOUP	BG GROUP	561.441.7465	KONOR@BGDEMOLITION.COM
JEFF LOVE	WADE TRIM	727-580-8615	JLOVE@WADETRIM.COM
Mike Hernandez	PCL	813-539-1688	mhernandez@pcl.com
ELIAS ANDRAOS	PCL CONSTRUCTION	813 270 9179	EANDRAOS@PCL.COM
Pranoti Kikale	Globaltech	(561) 997 6433	pkikale@globaltechdb.com
Keith Gross	Globaltech	561-664-0282	kgross@globaltechdb.com
Cristina Ortega-C.	Jacobs	305 962 7149	CORTEGAC@Jacobs.com
Jim KAPPES	Hillier Elec Eng	501-461-9165	jkappes@hilliersee.com
SERGIO NAVA	PAW DEMO	813 333 8011	snav@seasusa.com
Dean Garcia	Jacobs	352-384-7072	dgarciat@jacobs.com

Form approved By: Jodi S. Hart, Chief Procurement Officer | Page: 1 of 1 | Rev: 3 | Revision Date: 04/16/2018 | Author: LP Q:

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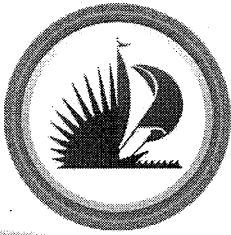
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Exhibit 3
Page 121 of 205

City of Port Lauderdale

Bid 12323-496

11/18/2019 10:00 AM

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FINANCE DEPARTMENT

RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 09/10/2019

TIME: 02:30 ☐ AM ☒ PM

OPENING DATE: 10/15/2019

PROCUREMENT CONTACT: Penelope Burger

RFP#: 12323-496

RFP TITLE: Design-Build GT Lohmeyer WWTP Replacement of Oxygen System

NAME	COMPANY	PHONE	EMAIL
Paul Cooke	Hazen	954-987-0066	pcooke@hazenandsawyer.com
SHARAN JOYKOTI	Hazen	954-987-0066	Sjoykoti@hazenandsawyer.com
Mike Tedcastle	CV/AIRSEP	850-264-9391	ttedcastle@culwater.com
Tim O'Neil	CDM Smith	954-319-3026	oneilt@cdmsmith.com
Matt Accen	KIEWIT	720-218-4098	MattAccen@kiewit.com
Matthew Schultz	Brown+Caldwell	719-238-1853	mschultz2@browncald.com
Jonathan Mitchell	C2i	404-402-1049	j.mitchell@c2inc.com
Emilio Gacharich	CDM Smith	321-279-5649	gachariche@cdmsmith.com
Luis Garcia	CC Control Corp	561-293-3925	lgarcia@cccontrolcorp.com
J.P. MAHIEL	" "	" "	JPMahiel@cccontrolcorp.com
Krishan Kandial	CFL	954-828-4019	kkandial@fortlauderdale.gov
LEO CANABALLO	PAW	727-919-0058	LEO@PAWDEMO.COM
Penelope Burger	CFL	954-828-5189	pburger@fortlauderdale.gov
Stephanie Wilk	CFL	954-828-5772	Swilk@fortlauderdale.gov

Form approved By: Jodi S. Hart, Chief Procurement Officer | Page: 1 of 1 | Rev: 3 | Revision Date: 04/16/2018 | Author: LP Q:

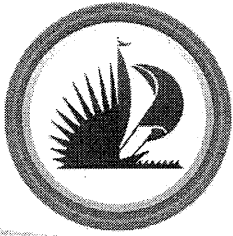
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CAM 20-0493
Exhibit 3
Page 122 of 205

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1/1/18/2019 10:00 AM

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FINANCE DEPARTMENT

RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 09/10/2019

TIME: 02:30

○ AM ● PM

OPENING DATE: 10/15/2019

PROCUREMENT CONTACT: Penelope Burger

RFP#: 12323-496

RFP TITLE: Design-Build GT Lohmeyer WWTP Replacement of Oxygen System

NAME	COMPANY	PHONE	EMAIL
GERARDO TORRES	PCL Construction	407-340-7595	gtorres@pcl.com
Emilio Gacharich	CDM Smith	407 660-6399	gacharicheb@cdmsmith.com
Tim O'Neil	CDM Smith	954-319-3076	oneil tj@cdm smith
Jim Gayen	Kiewit	678-776 3134	JAMES.Gayen@Kiewit.com
David Stambaugh	Calvin, Gordon + Associates Inc	954 921 7781	dstambaugh@cgsolutions.com

ADDENDUM NO. 1

RFP No. 12323-496

Design Build GT Lohmeyer WWTP Replacement of Oxygen System
Issued: September 13, 2019

This addendum is being issued to make the following change(s):

1. **RELEASE:**
For Informational Purposes Only – Question 19 request for historical Report of Subsurface Exploration, dated January 9, 1981.
2. **ADD:**
Life Cycle Analysis Form. Refer to Question No. 61 under to Q&A section. This form is a request to be filled out but is not required.
3. **DELETE: In Its Entirety** Section 4.2.2 Qualification of the Firm, *Minimum Qualifications*, first bullet item: "Successfully completed at least Two (2) collaborative delivery (Design-Build) projects in the last ten (10) years with a contract value of at least \$5,000,000.00 of similar Scope."
AND REPLACE WITH:
Section 4.2.2 Qualifications of the Firm, *Minimum Qualifications*, first bullet item: "Successfully completed at least Two (2) collaborative delivery (Design-Build) projects in the last ten (10) years with a contract value of at least \$5,000,000.00 of water or wastewater treatment facility projects."

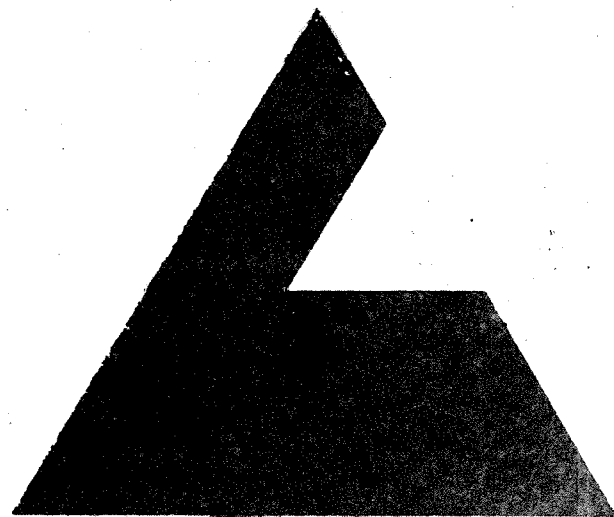
All other terms, conditions, and specifications remain unchanged.

(Penelope Burger)
(Procurement Administrator)

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

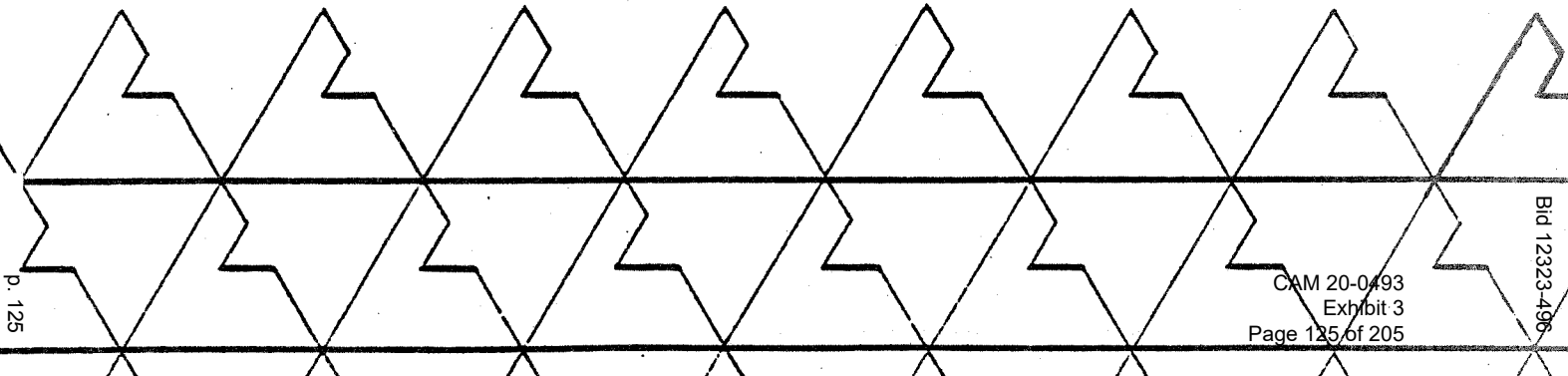


**LAW ENGINEERING
TESTING COMPANY**

**REPORT OF SUBSURFACE EXPLORATION
G. T. LOHMEYER WASTEWATER TREATMENT PLANT EXPANSION
PRETREATMENT FACILITY
FT. LAUDERDALE, FLORIDA
LETCO JOB NO. ML-0342**

City of Fort Lauderdale

JANUARY 9, 1981





LAW ENGINEERING TESTING COMPANY
geotechnical, environmental & construction materials consultants
200 SAN LORENZO AVENUE
CORAL GABLES, FLORIDA 33146
(305) 447-1030

January 9, 1981

Hazen and Sawyer, P.C.
5950 Washington Street
Hollywood, Florida 33023

Attention: Peter E. Robinson
Vice President

Subject: Report of Subsurface Exploration
G.T. Lohmeyer Wastewater Treatment Plant Expansion
Pretreatment Facility
Ft. Lauderdale, Florida
LETCO Job No. ML-0342

Gentlemen:

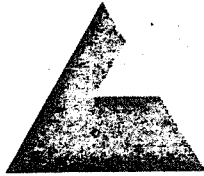
Law Engineering Testing Company is pleased to present this report containing the findings and recommendations for the subject project. The exploration was conducted in general accordance with our Proposal No. MS-0004.47 dated October 1, 1980.

The subsurface conditions encountered during our exploration consisted of, in descending order, a surficial sand and silt (fill), tan brown fibrous organic silt, tan quartz sand, soft quartz sandy oolitic limestone, and tan to grey quartz sand.

In summary, we recommend three foundation alternates: reinforced concrete mat, 20 foot augercast piles, or 57 foot augercast piles. The foundation alternate should be selected based on the structures ability to tolerate the estimated total and differential settlements. Pile capacities of 50 tons in compression are recommended. In any event the organic silt and peat stratum should be removed and replaced with compacted structural fill.

City of Fort Lauderdale

Bid 12323-496



Details about our evaluation and recommendation are contained in the text of this report. We appreciate the opportunity to provide our services and look forward to assisting you during construction of this project. If you have any questions regarding this report or if we may be of further assistance, please contact our Coral Gables office.

Very truly yours,

LAW ENGINEERING TESTING COMPANY

Keith D. Bennett
Geotechnical Engineer

Thomas J. Kaderabek, P.E.
Senior Engineer
Florida Registration #26023

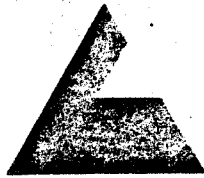
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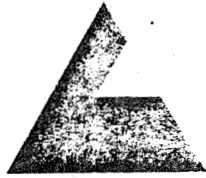


1.0 INTRODUCTION

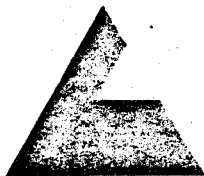
The purpose of this exploration was to obtain subsurface data at the site and to provide recommendations on the specific items Law Engineering was retained to evaluate.

This report contains the following items:

1. A brief review of our test procedures and the results of all testing conducted.
2. Estimated subsurface profiles as necessary to illustrate subsurface conditions.
3. A review of area and site geologic conditions.
4. A review of surface topographical features and site conditions.
5. A review of subsurface soil stratigraphy with pertinent available physical properties.
6. General evaluation of the site relative to the proposed project and estimated subsurface conditions.
7. An outline of potential foundation design and construction problems with respect to estimated subsurface conditions.
8. Recommended solutions to the major foundation design and construction problems anticipated at the site.
9. Recommended general design and construction criteria for the project foundations.



10. Estimate of foundation performance based on available data.
11. A review of foundation and earthwork construction experience in the general area of the proposed project.
12. Estimated foundation depths at boring locations.
13. Evaluation and recommendations relative to temporary dewatering systems.



2.0 SITE AND SUBSURFACE CONDITIONS

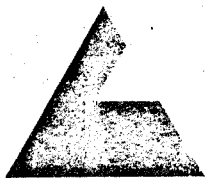
2.1 Site Conditions

The existing G.T. Lohmeyer Waste Water Treatment Facility is located in Port Everglades, Florida. Specifically, the facility is located approximately 1/2 mile west of Eisenhower Boulevard in the northeast corner of what is presently the Exxon port storage facility as shown in the Appendix on the Site Location Plan. We have previously investigated and reported (ML-0121) subsurface information at other portions of this facility. The site of the pretreatment facility is located immediately west of our previous exploration. The pretreatment facility site has plan dimensions of 194 by 230 feet.

The site is presently located within the fenced in dike area of Exxon Terminal. Maintained grasses presently cover the site. The only utility we were made aware of during our investigation was a sewer line located parallel to the dike.

2.2 Subsurface Conditions

The subsurface conditions were investigated with borings and test pits at the locations shown in the Appendix. The actual field location of borings and test pits were determined by Keith Bennett from this office. A cloth tape and right angle glass were used in measuring from existing reference points on the site. Elevations of borings were determined from a



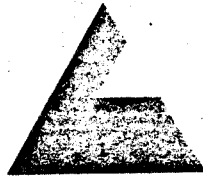
map provided by Hazen & Sawyer, P.C. The location and elevation of the borings should be considered accurate only to the degree implied by the method used. A description of field and laboratory testing procedures is including in the Appendix.

The detailed subsurface conditions encountered at the boring locations are shown on the boring records in the Appendix. These final logs represent our interpretation of the field logs based on engineering examination and tests of the field samples. The lines designating the interface between various strata represent approximate boundaries and the transition between materials may be gradual.

The project site is located on the eastern flank of the Atlantic Coastal Ridge, a coastal topographic feature slightly higher in elevation than the Everglades area to the west. The site is underlain by about 200 feet of alternating limestones and quartz sands deposited during the glacial and interglacial stages of the Pleistocene Epoch.

The test borings and test pits performed for this exploration encountered materials compatible with the generalized site geologic description given above. The subsurface profile generally consisted of:

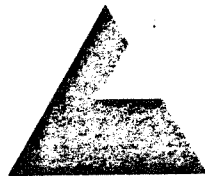
<u>Description</u>	<u>Thickness (feet)</u>
Loose brown silty fine sand (fill)	2 - 3
Soft tan brown to black fibrous organic silt (3% to 6% organic)	5 - 7



<u>Description</u>	<u>Thickness (feet)</u>
Loose to firm tan quartz coarse sand	0 - 3
Medium tan brown oolitic limestone with shells	9 - 12
Very loose to firm tan gray quartz and calcareous sand	18 - 20
Medium gray quartz sandstone with sand seams	0 - 2

The stabilized groundwater level as measured in test pits and borings ranged from elevation -1 to +3 feet. Water level readings were made in the borings at the times and under the conditions stated on the boring records. However, fluctuations of the ground water level may occur seasonally and due to variations in rainfall, construction activity, surface runoff and other factors. Since such variations are anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based on the assumption that variations can occur.

Subsurface conditons are summarized on the appended Generalized Subsurface Profile. Detailed soil descriptions are shown on the Test Boring Records. When reviewing the profile and boring logs note that the soil conditions may vary between boring locations and across strata lines.



3.0 PROJECT INFORMATION

The pretreatment facility site has plan dimensions of about 194 by 230 feet. Ground surface elevations are currently about elevation +4 feet. We understand about 5 to 6 feet of compacted fill will be placed so that finished grades will be about elevation +10 feet.

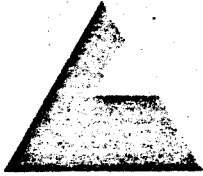
The pretreatment facility structure will have overall plan dimensions of 130 by 100 feet. Four distinct areas can be identified within the facility: main building area, pipe pit, basement, and water funnel (vertical trough).

The main building area will exert a total bearing pressure of about 3500 psf. A mat foundation or bottom of pile cap will bear at about elevation +5 feet.

The pipe pit portion of the facility has plan dimensions of about 10 by 70 feet. The expected applied bearing pressure will be about 1750 psf with foundations bearing at elevation 0 feet. The pipe pit is located in the northwest corner of the facility parallel to the west edge.

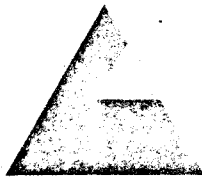
The basement area of the facility is located in the northeast corner of the facility and has plan dimensions of about 24 by 24 feet. The bottom elevation of the basement will be about elevation -8 feet. A bearing pressure of about 4000 psf is expected at this level.

The water funnel or vertical trough is located adjacent to the



eastern edge of the facility immediately south of the basement. The water funnel will have plan dimensions of about 8 by 70 feet. An applied bearing pressure of 3500 psf is planned. The bottom of the water funnel will be at about elevation 0 feet.

While the overall pretreatment facility has several bearing pressures and different levels of construction the facility is expected to perform as one structural unit.



4.0 EVALUATION

4.1 Determination of Soil Properties

Elastic and strength properties of the sandy soils at this site were determined from the correlations for and standard penetration test results shown below:

<u>Standard Penetration Resistance (blow/ft)</u>	<u>Modulus of Elasticity (ksf)</u>
10	300
20	560
30	770
40	970
50	1180

The correlations to modulus values were obtained from Webb (Mitchell, J.K. and Gardner, W.S., 1975, "In-Situ Measurement of Volume Change Characteristics", Proceedings of the Conference on In-Situ Measurements of Soil Properties, Volume II, Raleigh, N.C.).

The following general relationship was used to determine the modulus of elasticity for the standard penetration test when utilized in the oolitic limestone:

<u>Standard Penetration Resistance (blow/ft)</u>	<u>Design Modulus of Elasticity (ksf)</u>
10	1000
20	2000
30	3000
40	4000



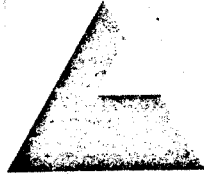
The general profile evaluated for the pretreatment facility is shown below:

<u>Description</u>	<u>Average Stratum Thickness, feet</u>	<u>Average "N" Blows/foot</u>	<u>Estimated Modulus Value, ksf</u>
Sand, Fill	3	2	50
Organic Silt	6	2	50
Sand	1	15	460
Miami Limestone	11	31	3000
Sand	19	12	410
Limestone/Sandstone	15	"NX" Core	8000

Information about the lower limestone/sandstone stratum was obtained from our previous subsurface exploration reported under LETCO job number ML-0121. Based on our previous exploration the sand stratum, with a 19 foot thickness, probably has a modulus value closer to 900 ksf probably a result of a statistical bias in the sampling program.

In our analysis we used an applied average bearing pressure of 4200 psf for the treatment facility. This pressure included the weight of compacted fill necessary to achieve a finished grade of elevation +10 feet. The compacted fill which is to be placed for this project was estimated to have a modulus value of 1000 ksf.

Based on this exploration, previous investigations, and correlations to full scale field tests we estimate the oolitic Miami Limestone has an ultimate shear strength of 8 ksf.

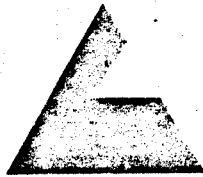


4.2 Discussion

When reviewing the generalized subsurface profile, the weakest, most compressible stratum is the approximately 6 foot thick organic silt and peat stratum. Because of the loads associated with the proposed structure the organic silt must either be undercut or building stresses must be transferred to underlying strata.

Leaving the organic silt in place and using a deep foundation system has several technical ramifications. Placing 6 feet of structural fill will result in about 5 inches of primary consolidation and about an additional 2 inches of secondary consolidation over the next 10 years. This settlement will in turn produce negative skin friction on the pile system reducing allowable pile capacities by about 10 tons. In addition, piping located within the compacted fill will be subject to immediate and long term settlements. For the reasons discussed above it appears that removal of the organic silt stratum is a prudent design decision even if a pile foundation system is utilized.

Building stresses can be transferred to the Miami Limestone by using either a mat or a short (20 foot long) pile system. If the organic silt is replaced by compacted structural fill and a reinforced structural mat is used we estimate total settlement will be about 2-1/4 inches. If a short pile system is used we estimate total settlement will be about 1-3/4 inches. The total settlement for either condition should occur shortly

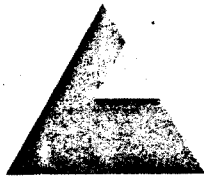


after the initial hydrostatic filling of the structure. Piping to the structure should either be designed to tolerate this settlement or connected after initial load application.

Differential settlement is a function of bearing elevation, bearing pressure, and variations in soil conditions. The thickness and rigidity of the Miami Limestone should make differential settlements across the structure occur gradually. If a short pile system is used, we estimate differential settlement will be on the order of 1/4 inch across the pre-treatment facility. If a mat system is used, differential settlement will be on the order of 1/2 inch between the main building area (elevation +5 feet) and the other portions of the structure bearing at elevation -8 to 0 feet.

The cost of installing 20 foot long augercast piles from elevation +5 to -15 feet would be about \$140,000. This cost figure is our best estimate and should not be considered a guaranteed cost maximum. This cost estimate is based on a unit cost of \$300 per pile and a total of 450 piles.

If the augercast piles are installed to elevation -52 feet, total settlement will be reduced to about 3/4 inch with differential settlements being on the order of 1/4 inch across the pretreatment facility. The cost of installing 57 foot long augercast piles from elevation +5 to -52 would be about \$380,000. This cost figure is our best estimate and should not be considered a guaranteed cost maximum. This cost estimate is based on a



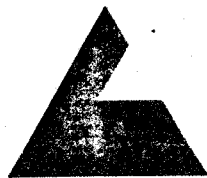
A table in Sowers and Sowers, Introduction, Soil Mechanics and Foundation (page 420, 1970) indicates the proposed construction can tolerate total settlements of 2 to 4 inches with the limiting condition being piping connections at the interface of the pipes and the structure. This reference also indicates tolerable differential settlement, or curvature, to be about .003 times the column spacing or about 3/4 inch in 20 feet. The structural engineers on this project should consider these parameters carefully in light of special constraints or design information that have been included on this project.

To summarize, the foundation solution and cost, will be dependent on the total and differential settlements which are acceptable to the project structural engineer. Pertinent facts from our evaluation are presented below:

<u>Foundation System</u>	<u>Estimated Total Settlement, inches</u>	<u>Estimated Differential Settlement, inches</u>	<u>Estimate Cost</u>
Excavation and Replacement, Mat Foundation	2-1/4	1/2	\$250,000
Excavation and Replacement, Short Piles	1-3/4	1/4	\$250,000 + 140,000 \$390,000
Excavation and Replacement, Long Piles	3/4 3/4	1/4 1/4	\$250,000 + 380,000 \$630,000



The estimated costs for excavation and replacement are based on a plan area of 200 by 250 feet being excavated to about elevation -4 feet and backfilled with structural fill to elevation +10 feet. This results in about 17,000 cubic yards of excavation and 25,000 cubic yards of compacted structural fill placement. A unit cost of \$6 per cubic yard was used for excavation and an additional \$6 per cubic yard was used for fill placement. These cost figures are an estimate and should not be considered a maximum construction cost guarantee.



5.0 RECOMMENDATIONS

5.1 General

Shallow and deep foundation systems have been considered for support of the pretreatment facility. Based on our experience with similar conditions, the structural requirements, and our analyses, we have listed three alternate solutions to foundation support in order of preference below. The structural engineer should consider the amounts of total and differential settlement estimated earlier before a final foundation system is selected.

Alternate 1: Undercutting and Replacement, Structural Mat;

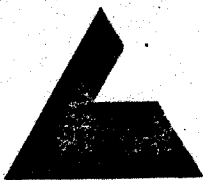
Alternate 2: Undercutting and Replacement, Short Piles; and

Alternate 3: Undercutting and Replacement, Long Piles.

Various deep foundation systems have been considered including, drilled shafts, pressure injected footings, driven piles, and augercast piles. Based on our experience with similar conditions, the project information, and our analyses, an augercast foundation appears to be the best choice. This is because of this pile types ability to transfer shear forces to surrounding rock conditions.

5.2 Site Preparation

We recommend the organic silt and peat stratum be undercut and replaced with structural fill, regardless of the foundation alternate selected, for



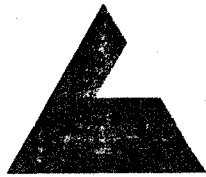
the reasons discussed in the evaluation. Undercutting should occur in areas to receive structural fill. The final depth of undercutting should be determined during construction, by the geotechnical engineer.

Based on our experience with excavations dug into dense mixed grained soils (permeability between 0.1 and 0.001 cm/sec) such as found at this site, adequate drainage should be accomplished by pumping from open sumps in the excavation. In addition, the contractor should be prepared to promptly remove any surface water from the construction area by means of gravity or sump pumping. The number, size, and placement of sumps will be site specific and require modifications during construction.

5.3 Compacted Structural Fill Placement

Following removal of the silt stratum and while maintaining a dry excavation, structural fill should be placed. Structural fill is defined as a non-plastic, inorganic, granular soil containing less than 10 percent material passing the No. 200 sieve. Locally available crushed limestone may be substituted for sand. The structural fill should be placed in loose lift thicknesses of 8 inches or less. Each lift should be compacted to achieve a minimum of 95% modified proctor maximum dry density (ASTM D-1557). In order to achieve the required densities we recommend the use of a vibratory drum roller having a minimum static weight of 1-1/2 tons.

A representative number of in-place density tests should be made in the compacted soils in order to verify the specified degree of compaction



is achieved. At least one in place density test should be made in each lift of compacted soil for every 2500 square feet of foundation area.

5.4 Augercast Piles

We recommend that Alternate 2 and 3 utilize 14 inch diameter augercast piles with an anticipated design capacity of 50 tons in compression. Uplift capacities of steel reinforced augercast piles should be on the order of 30 tons. Alternate 2 should utilize augercast piles installed to a tip elevation of about -15 feet. Alternate 3 should utilize augercast piles installed to a tip elevation of about -52 feet. The actual pile tip elevation should be determined in the field based on criteria developed by the geotechnical engineer after observing the pile installation process. Minimum center to center spacing for augercast piles should be three pile diameters, or about three feet. The grout strength and structural adequacy of the pile section should be reviewed in conjunction with applicable codes and the expected load conditions. For compressive piles, however, a minimum grout strength of about 3000 psi is required.

Augercast piles should be formed by rotating a continuous flight hollow shaft auger into the ground to the required pile depths. Mortar should then be injected through the auger shaft as the auger is being withdrawn. Preaugering and withdrawal of the auger prior to placement of mortar is not acceptable. The mortar should be pumped with sufficient pressure as the auger is withdrawn to fill the hole, prevent hole collapse, and cause



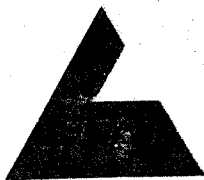
lateral penetration of the mortar into soft or porous zones of surrounding soil. A pressure head of at least ten feet of mortar above the injection point should be maintained at all times during the raising of the auger so that the mortar has a displacing action and resists the movement of loose material into the hole. This method of placement should be used at all times regardless of whether the hole is sufficiently stable to retain its shape without support from the earth-filled auger.

Since the method of placing an augercast pile precludes any subsurface inspection, it is very important to check the amount of mortar that goes into the pile, the rate at which the mortar is pumped, and the rate of auger penetration in the bearing stratum. Prior to the installation of any piles, the equipment for controlling and monitoring the flow rate of mortar into the pile should be checked and calibrated.

5.5 Pile Load Test

We recommend pile load tests be performed to twice the design capacity. At least one load test should be performed. Pile load tests can be performed using the Quick Load (QL) method as described in ASTM D-1143-74. Initially, at least 3 piles should be installed at each test location. From the three piles installed one will be selected for testing.

The geotechnical engineer should be retained to select the load test location, inspect the pile installation operations, report on the load test results and develop recommendations for production pile installation.

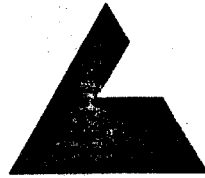


We recommend that piles be used as the reaction for the load test since this procedure is the most convenient and probably safest method of conducting a load test. Calculations based on our boring data indicates an ultimate uplift capacity of roughly 60 tons per pile. Therefore, we recommend that one uplift piles be used on each side of the test pile.

If Alternate 3 is selected for the foundation system, the pile load test should be performed with skin friction from the Miami Limestone being isolated from the test pile.

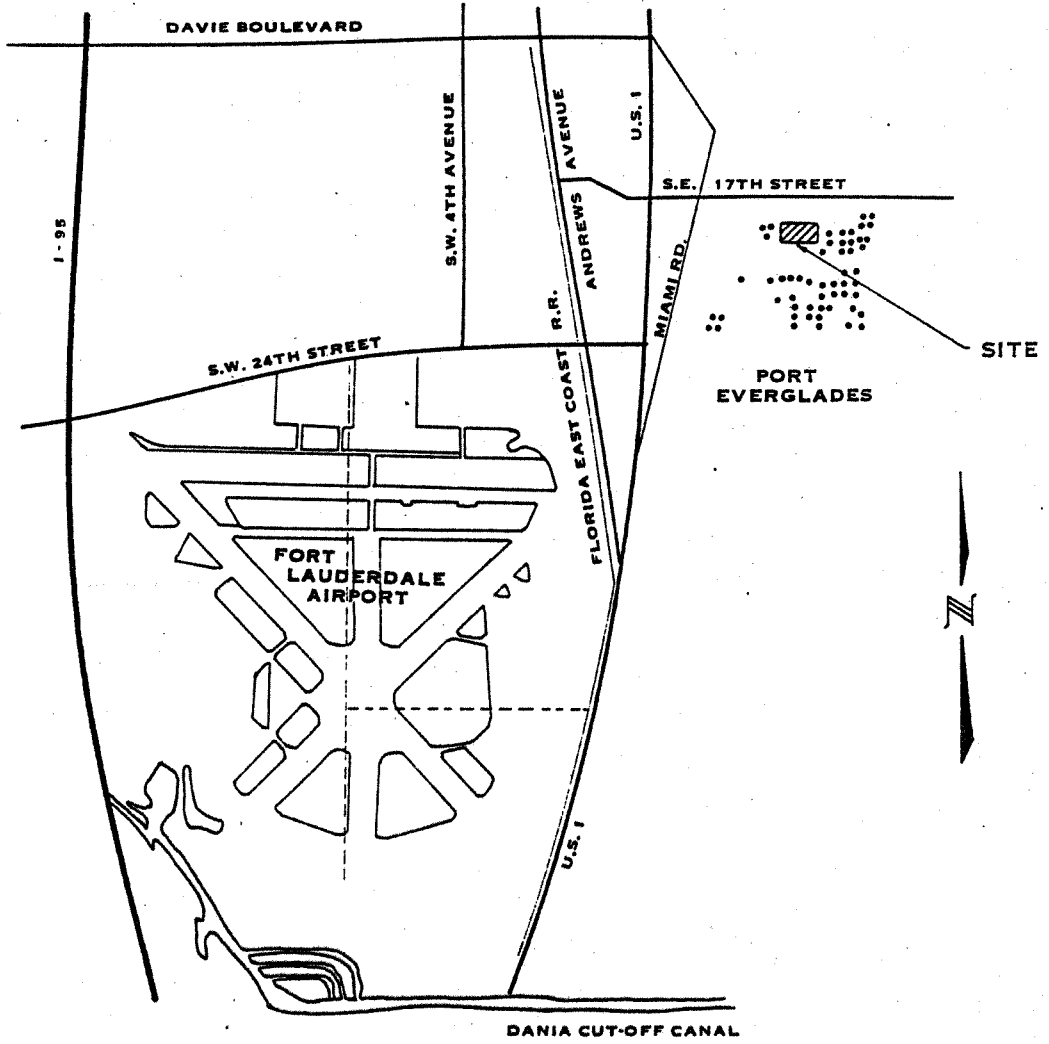
5.6 Basis for Recommendations

Our evaluation of foundation support conditions has been based on our understanding of the site and project information and the data obtained in our investigation. The general subsurface conditions utilized in our foundation evaluation have been based on interpolation of subsurface data between the borings. In evaluating the boring data, we have examined previous correlations between penetration resistances and foundation bearing pressures observed in soil conditions similar to those at your site. If the project information is incorrect or if the structure locations (horizontal or vertical) and/or dimensions are changed, please contact us so that our recommendations can be reviewed. The discovery of any site or subsurface conditions during construction which deviate from the data obtained in this investigation should be reported to us for our evaluation.



Major subsurface discontinuities or soil quality changes that can effect construction and long-term performance can occur within very short lateral distances. It is unlikely that the dispersed sampling used in investigations will identify all variant conditions. Also, the average conditions at the site may not be the same as the average conditions represented by the borings due to the probabilistic approach to locating the borings. Consequently, the constructed product may not fully achieve the intent of the plans and specifications. Appropriate field engineering observations during construction will provide the best basis for identifying variant conditions and for initiating proper remedial action.

APPENDIX



G.T. LOHMEYER WASTE WATER
TREATMENT PLANT
PORT EVERGLADES, FLORIDA



LAW ENGINEERING TESTING COMPANY
geotechnical, environmental & construction materials consultants

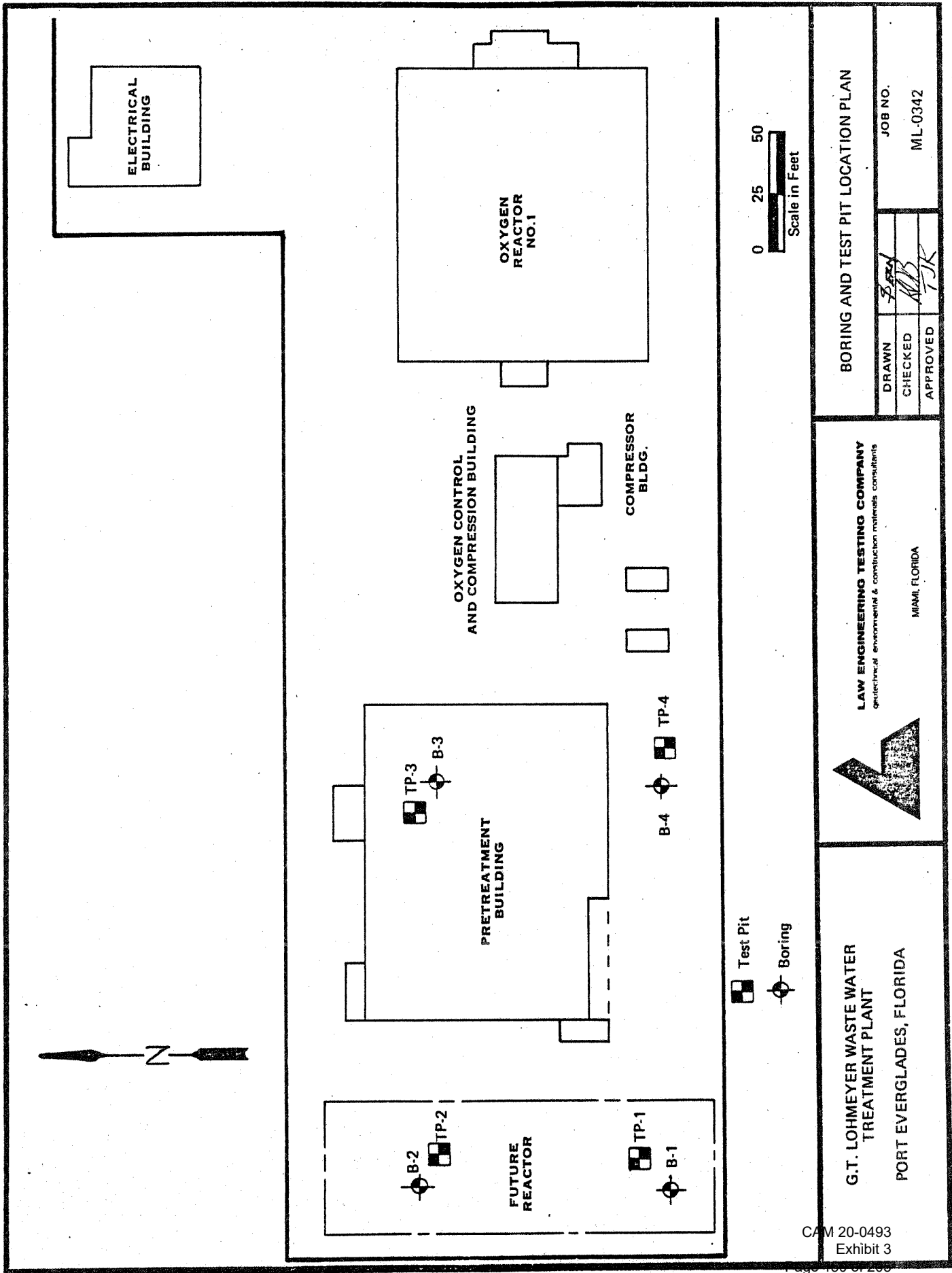
MIAMI, FLORIDA

A-1

SITE LOCATION PLAN

DRAWN	<i>A. Perry</i>	AM 20-0408 NO.
CHECKED	<i>TJK</i>	Exhibit 3
APPROVED	<i>TJK</i>	Page 149 of 205

ML 0342



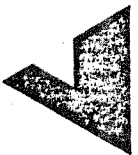
BORING AND TEST PIT LOCATION PLAN

JOB NO.
ML-0342

DRAWN
CHECKED
APPROVED

LAW ENGINEERING TESTING COMPANY
geotechnical, environmental & construction materials consultants

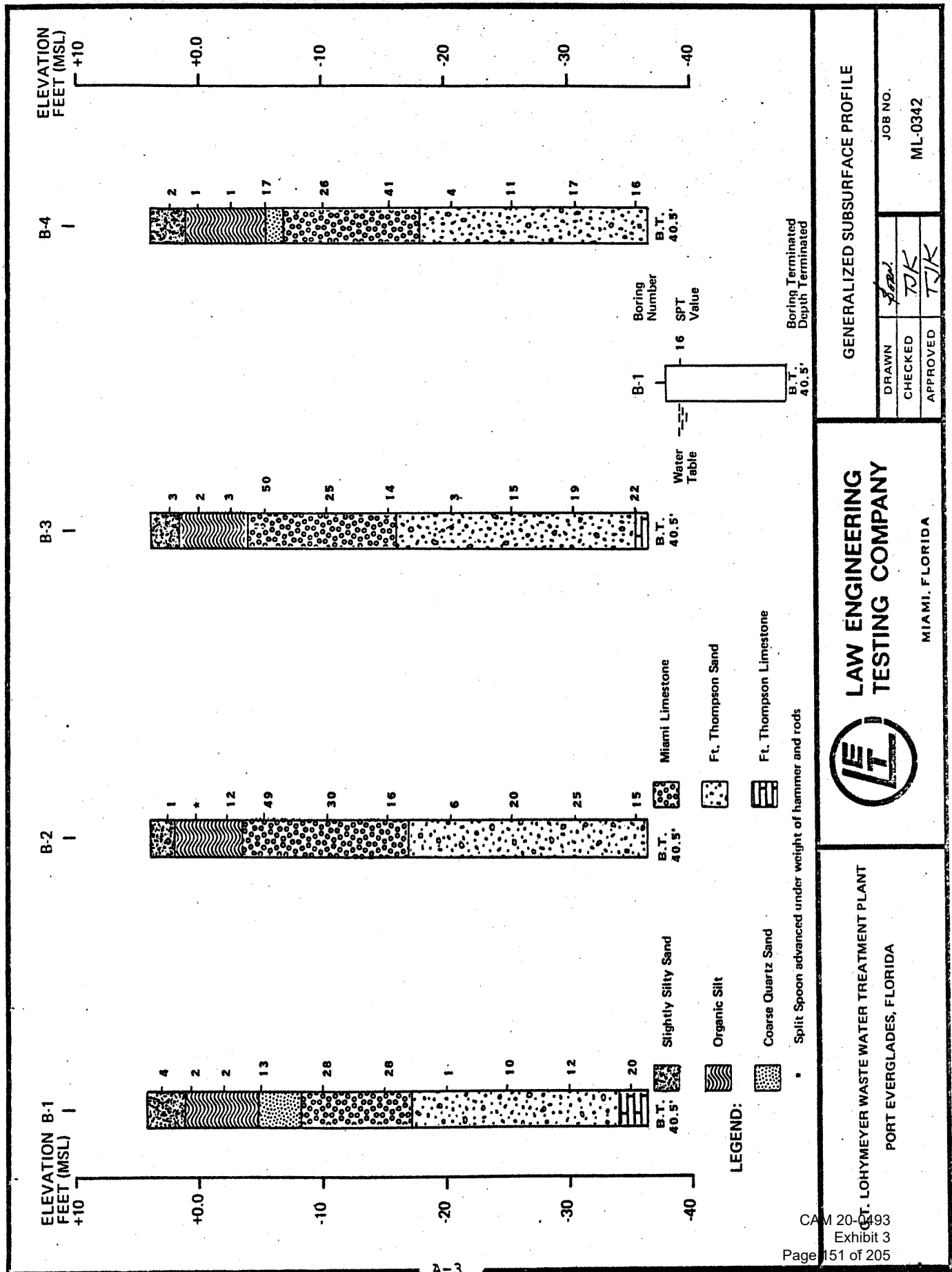
MIAMI, FLORIDA



G.T. LOHMEYER WASTE WATER
TREATMENT PLANT

PORT EVERGLADES, FLORIDA

CAM 20-0493
Exhibit 3



KEY CLASSIFICATION AND SYMBOLS




CORRELATION OF PENETRATION RESISTANCE
WITH
RELATIVE DENSITY AND CONSISTENCY

ROCK HARDNESS DESCRIPTION

			CONE PENETRATION TEST kg/cm ²	STANDARD PENETRATION TEST blows/ft.	RELATIVE DENSITY
SOFT	Rock core crumbles when handled		0 - 16	0 - 4	Very Loose
			17 - 40	5 - 10	Loose
MEDIUM	Can break core with your hands	SANDS	41 - 80	11 - 20	Firm
			81 - 120	21 - 30	Very Firm
MODERATELY HARD	Thin edges of rock core can be broken with fingers		Over 120	31 - 50	Dense
HARD	Thin edges of rock core cannot be broken with fingers		0 - 3	0 - 2	Very Soft
			4 - 9	3 - 4	Soft
VERY HARD	Rock core rings when struck with a hammer (cherts)	SILTS AND CLAYS	10 - 17	5 - 8	Firm
			18 - 31	9 - 15	Stiff
			32 - 60	16 - 30	Very Stiff
			Over 60	31 - 50	Hard

CONSISTENCY

SYMBOLS

UD	- Undisturbed sample (UD) recovered
100/2"	- Number of blows (100) to drive the spoon or cone a number of inches (2")
NX, 4", 6"	- Core barrel sizes which obtain cores 2 1/8", 3 7/8" and 5 7/8" diameter respectively
65%	- Percentage (65) of rock core and soil sample recovered
RQD	- Rock Quality Designation - percent of rock core 4 or more inches long
	- Water table at least 24 hours after drilling
	- Water table one hour or less after drilling
	- Loss of drilling fluid
UC	- Unconfined Compression Test performed, includes strength and Young's modulus
ST	- Split Tension Test performed, includes tensile strength
SS	- Split Spoon Sample
ER	- Erratic Cone Penetration

MODIFIERS

APPROXIMATE
FINES CONTENT

5% to 12%
12% to 30%
30% to 50%

MODIFIERS

Slightly silty or slightly clayey
Silty or clayey
Very silty or very clayey

The modifiers provide our estimate of the amount of fines (silt or clay size particles) in the soil sample.

CAM 20-0493
Exhibit 3
Page 152 of 205

TEST BORING RECORD

ELEV. DEPTH FT.		DESCRIPTION	R P S L		STATIC CONE PENETRATION RESISTANCE, KG/CM ²										
					0 10 20 30 40 50 60 70 80 90 100										
+4.3		VERY LOOSE BROWN SLIGHTLY SILTY QUARTZ FINE SAND (SM-SP)	4 2 2	SS											
+1.3	3.0	SOFT TAN BROWN TO BLACK FIBROUS ORGANIC SILT (PT-OL)	1 1 1	SS											
			1 1 1	SS											
-4.7	9.0	LOOSE TO FIRM TAN QUARTZ COARSE SAND (SP)	3 6 7	SS											
-8.2	12.5	VERY FIRM TAN BROWN OOLITIC LIMESTONE WITH SHELLS	7 11 17	SS											
			10 12 16	SS											
-17.2	21.5	VERY LOOSE TO FIRM TAN GRAY QUARTZ AND CALCAREOUS FINE SAND (SP)	1-12 1	SS											
			2 4 6	SS											
-30.7	35.0		4 6	SS											

R - % ROCK CORE RECOVERY, RQD, AND BIT SIZE

**P - PENETRATION RESISTANCE, BLOWS PER 6 INCH INCREMENT
(ASTM D-1586)**

DC DYNAMIC CONE PENETRATION
RESISTANCE, BLOWS PER 12 INCH
INCREMENT

S . SYMBOLS FOR SPLIT SPOON AND UNDISTURBED SAMPLES,
WATER LEVEL, LOSS OF DRILLING FLUID, ETC.

L - LABORATORY TESTS PERFORMED AND ERRATIC
CONE PENETRATIONS(ER)

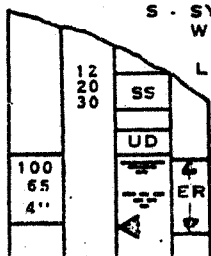
BORING NUMBER B-1
 DRILLING INITIATED 11/4/80
 DRILLING COMPLETED 11/4/80

PAGE 1 OF 2
CAM 20-0493
Exhibit 3
Page 153 of 205
VERTICAL SCALE 1205

JOB No. ML - 0342
LAW ENGINEERING TESTING CO.
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City of Fort Lauderdale

Bid 12323-496

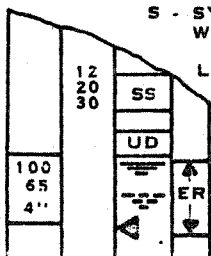


TEST BORING RECORD

ELEV. DEPTH FT.	DESCRIPTION	R	P	S	L	STATIC CONE PENETRATION RESISTANCE, KG/CM ²
-30.7 35.0						0 10 20 30 40 50 60 70 80 90 100
	SAME AS ABOVE					
-34.2 38.5	FIRM GRAY QUARTZ SANDSTONE WITH SAND SEAMS	28				
-36.2 40.5	BORING TERMINATED @ 40.5'	11		SS		
		9				

DC

R - % ROCK CORE RECOVERY, RQD, AND BIT SIZE

P - PENETRATION RESISTANCE, BLOWS PER 6 INCH INCREMENT
(ASTM D-1586)S - SYMBOLS FOR SPLIT SPOON AND UNDISTURBED SAMPLES,
WATER LEVEL, LOSS OF DRILLING FLUID, ETC.L - LABORATORY TESTS PERFORMED AND ERRATIC
CONE PENETRATIONS(ER)DC DYNAMIC CONE PENETRATION
RESISTANCE, BLOWS PER 12 INCH
INCREMENTBORING NUMBER B-1
DRILLING INITIATED 11/4/80
DRILLING COMPLETED 11/4/80JOB No. ML - 0342
LAW ENGINEERING TESTING CO.
MIAMI, FLA.
A-6PAGE 2 OF 2
CAM 20-0493
Exhibit 3
VERTICAL SCALE of 2055'

TEST BORING RECORD

ELEV. DEPTH FT.	DESCRIPTION	R	P	S	L	STATIC CONE PENETRATION RESISTANCE, KG/CM ²
						0 10 20 30 40 50 60 70 80 90 100
+4.0	LOOSE BROWN SLIGHTLY SILTY QUARTZ FINE SAND (SM-SP)					
+2.0 2.0	VERY SOFT TO SOFT BROWN BLACK FIBROUS ORGANIC SILT (PT-OL)	5				
		1-12		SS		
		*		SS		
		3		SS		
-3.5 7.5	SOFT TO MEDIUM TAN OOLITIC LIMESTONE WITH SHELLS AND THIN SAND SEAMS	3		SS		
		9				
		6		SS		
		25				
		24				
		5		SS		
		18				
		12				
		6		SS		
		7				
		9				
-17.0 21.0	LOOSE TO FIRM TAN WHITE QUARTZ AND CALCAREOUS SAND (SP)	2		SS		
		3				
		3				
		6		SS		
		8				
		12				
		10		SS		
-31.0 35.0		11				

* SPLIT SPOON ADVANCED UNDER WEIGHT OF RODS AND HAMMER

R - % ROCK CORE RECOVERY, RQD, AND BIT SIZE

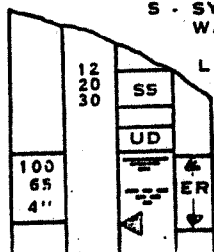
P - PENETRATION RESISTANCE, BLOWS PER 6 INCH INCREMENT
(ASTM D-1586)

DC DYNAMIC CONE PENETRATION
RESISTANCE, BLOWS PER 12 INCH
INCREMENT

S - SYMBOLS FOR SPLIT SPOON AND UNDISTURBED SAMPLES,
WATER LEVEL, LOSS OF DRILLING FLUID, ETC.

L - LABORATORY TESTS PERFORMED AND ERRATIC
CONE PENETRATIONS(ER)

BORING NUMBER B-2
DRILLING INITIATED 11/4/80
DRILLING COMPLETED 11/4/80



JOB No. ML - 0342
LAW ENGINEERING TESTING CO.
MIAMI, FLA.

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CAM 20-0493
Exhibit 3
VERTICAL Page 1 of 205 5'

Bid 12323-496

DC

7. Q



TEST BORING RECORD

ELEV. DEPTH FT.	DESCRIPTION	R	P	S	L	STATIC CONE PENETRATION RESISTANCE, KG/CM ²
+3.9						0 10 20 30 40 50 60 70 80 90 100
+1.4	2.5					
	VERY LOOSE BROWN SLIGHTLY SILTY QUARTZ FINE SAND (SM-SP)					
	VERY SOFT BROWN BLACK FIBROUS ORGANIC SILT (PT-OL)					
-4.1	8.0					
	MEDIUM TO MODERATELY HARD TAN OOLITIC LIMESTONE WITH SHELLS AND THIN SAND SEAMS					
-16.1	20.0					
	VERY LOOSE TO FIRM TAN BROWN QUARTZ AND CALCAREOUS FINE SAND (SP)					
-31.1	35.0					

R - % ROCK CORE RECOVERY, RQD, AND BIT SIZE

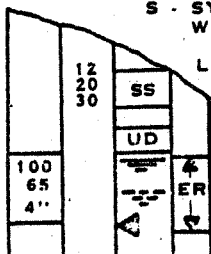
P - PENETRATION RESISTANCE, BLOWS PER 6 INCH INCREMENT
(ASTM D-1586)

DC DYNAMIC CONE PENETRATION
RESISTANCE, BLOWS PER 12 INCH
INCREMENT

S - SYMBOLS FOR SPLIT SPOON AND UNDISTURBED SAMPLES,
WATER LEVEL, LOSS OF DRILLING FLUID, ETC.

L - LABORATORY TESTS PERFORMED AND ERRATIC
CONE PENETRATIONS(ER)

BORING NUMBER B-3
DRILLING INITIATED 11/4/80
DRILLING COMPLETED 11/4/80



JOB No. ML - 0342
LAW ENGINEERING TESTING CO.
MIAMI, FLA.
7-9

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CAM 20-0493
VERTICAL SCALE 1" = 5'
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DC

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Exhibit 3
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TEST BORING RECORD

**STATIC CONE PENETRATION
RESISTANCE, KG/CM²**

[illegible]**DESCRIPTION**

R P S L

0 10 20 30 40 50 60 70 80 90 100

+3.9						0 10 20 30 40 50 60 70 80 90 100	
+0.9	3.0	VERY LOOSE BROWN SLIGHTLY SILTY QUARTZ FINE SAND (SM-SP)		1		SS	
				1			
				1			
		VERY SOFT BROWN BLACK FIBROUS ORGANIC SILT (PT-OL)		1		SS	
				1=12			
				1=12		SS	
-5.6	9.5	FIRM TAN BROWN QUARTZ COARSE SAND (SP)		1		SS	
				5			
				12			
-7.1	11.0	MEDIUM TAN OOLITIC LIMESTONE					
				9		SS	
				11			
				15			
-18.1	22.0	VERY LOOSE TO FIRM GRAY WHITE QUARTZ AND CALCAREOUS SAND (SP)		18		SS	
				15			
				26			
				1		SS	
				1			
				3			
				3		SS	
				5			
				6			
-31.1	35.0						
				5		SS	
				7			

R - % ROCK CORE RECOVERY, RQD, AND BIT SIZE

P - PENETRATION RESISTANCE, BLOWS PER 6 INCH INCREMENT
(ASTM D-1586)

DC DYNAMIC CONE PENETRATION
RESISTANCE, BLOWS PER 12 INCH
INCREMENT

5. SYMBOLS FOR SPLIT SPOON AND UNDISTURBED SAMPLES, WATER LEVEL, LOSS OF DRILLING FLUID, ETC.

L - LABORATORY TESTS PERFORMED AND ERRATIC
CONE PENETRATIONS(ER)

BORING NUMBER B-4
 DRILLING INITIATED 11/4/80
 DRILLING COMPLETED 11/4/80

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CAM 20-0493
Exhibit 3
VERTICAL Page 189 of 205 5

JOB No. ML - 0342
LAW ENGINEERING TESTING CO.
MIAMI, FLA.

City of Fort Lauderdale

Bid 12323-496

TEST BORING RECORD

ELEV. DEPTH FT.	DESCRIPTION	R	P	S	L	STATIC CONE PENETRATION RESISTANCE, KG/CM ²
-31.1 35.0						0 10 20 30 40 50 60 70 80 90 100
	SAME AS ABOVE					
-36.6 40.5	BORING TERMINATED @ 40.5'					

City of Fort Lauderdale

R - % ROCK CORE RECOVERY, RQD, AND BIT SIZE

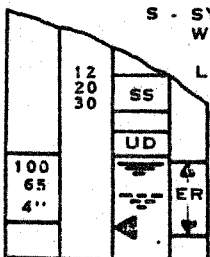
P - PENETRATION RESISTANCE, BLOWS PER 6 INCH INCREMENT
(ASTM D-1586)

S - SYMBOLS FOR SPLIT SPOON AND UNDISTURBED SAMPLES,
WATER LEVEL, LOSS OF DRILLING FLUID, ETC.

L - LABORATORY TESTS PERFORMED AND ERRATIC
CONE PENETRATIONS(ER)

DC DYNAMIC CONE PENETRATION
RESISTANCE, BLOWS PER 12 INCH
INCREMENT

BORING NUMBER B-4
DRILLING INITIATED 11/4/80
DRILLING COMPLETED 11/4/80



JOB No. ML - 0342
LAW ENGINEERING TESTING CO.
MIAMI, FLA.
A-12

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CAM 20-0493
Exhibit 3
VERTICAL SCALE 1" = 5'
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RESULTS OF TEST PIT EXCAVATIONS

LAW ENGINEERING TESTING COMPANY
CORAL GABLES, FLORIDA
LETCO JOB NO. ML-0342

Test Pit No. 1

<u>Depth, ft.</u>	<u>Description</u>
0.0 - 3.0	Brown black silty quartz fine sand (fill)
3.0 - 10.5	Tan brown to black fibrous organic silt (PT-OL)
10.5 - 12.5	Tan quartz coarse sand (SP)
12.5 - 13.0	Tan oolitic limestone with shells

Water level one hour after test pit excavation at 7.0'
Test pit terminated at 13.0'

Test Pit No. 2

<u>Depth, ft.</u>	<u>Description</u>
0.0 - 2.5	Brown slightly silty quartz fine sand (fill)
2.5 - 8.5	Brown black fibrous organic silt (SM-OL)
8.5 - 9.5	Tan quartz coarse sand (SP)
9.5 - 10.5+	Tan oolitic limestone with many small shells

Groundwater encountered at time of excavation but not measured.
Test pit terminated at 10.5'

Test Pit No. 3

<u>Depth, ft.</u>	<u>Description</u>
0.0 - 2.5	Brown black slightly silty quartz fine sand (SM-SP)
2.5 - 6.0	Brown black fibrous organic silt (PT-OL)
6.0 - 7.0+	Tan oolitic limestone with shells

Groundwater encountered at time of excavation but not measured.
Test pit terminated at 7.0'

RESULTS OF TEST PIT EXCAVATIONS

LAW ENGINEERING TESTING COMPANY
CORAL GABLES, FLORIDA
LETCO JOB NO. ML-0342

Test Pit No. 4

<u>Depth, ft.</u>	<u>Description</u>
0.0 - 3.0	Light gray quartz fine sand with limestone fragments (fill)
3.0 - 8.0	Brown black fibrous organic silt (PT-OL)
8.0 - 11.0	Tan brown quartz coarse sand (SP)
11.0 - 11.5	Tan oolitic limestone with shells

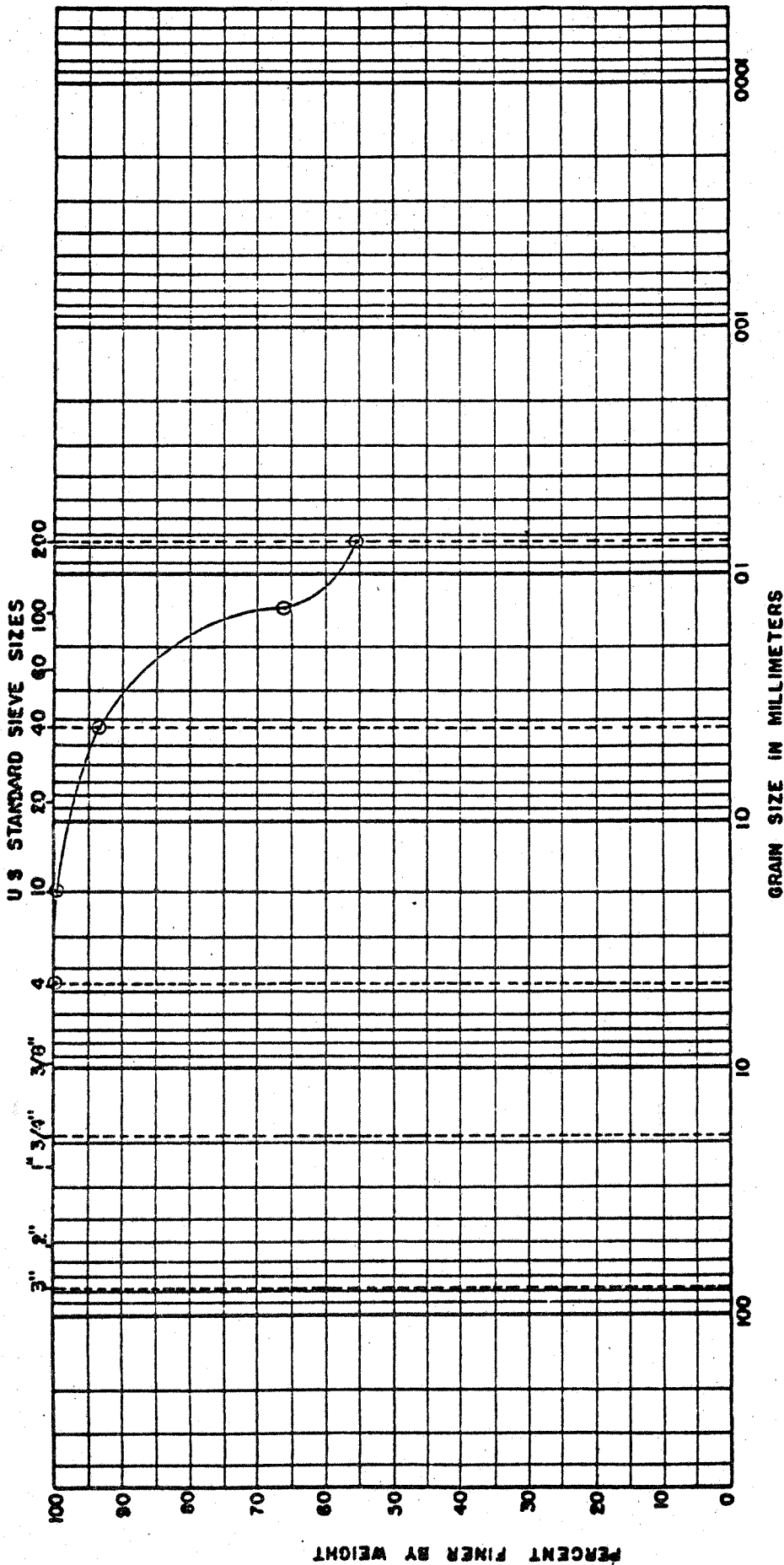
Groundwater encountered at time of excavation but not measured.
Test pit terminated at 11.5'

LABORATORY TEST RESULTS
PER CENT ORGANICS AND MOISTURE CONTENT (ASTM D-2974)

LAW ENGINEERING TESTING COMPANY
CORAL GABLES, FLORIDA
LETCO JOB NO. ML-0342

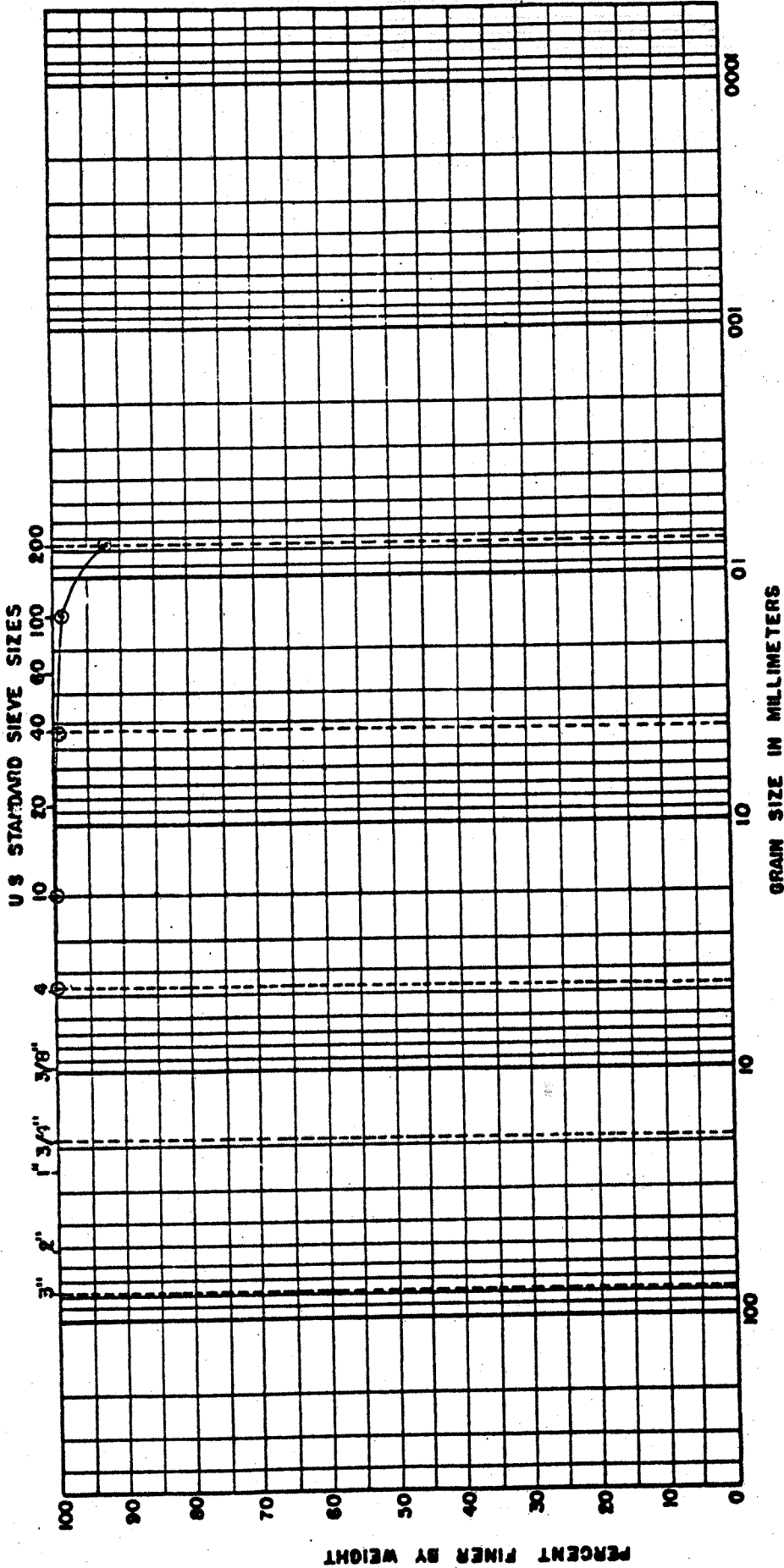
<u>Boring</u>	<u>Depth, feet</u>	<u>Per Cent Moisture Content</u>	<u>Per Cent Organics</u>
B-3	4.0 - 5.5	44.6	3.2
B-3	6.5 - 8.0	48.3	3.2
B-4	3.5 - 5.0	46.3	6.1
B-4	6.0 - 7.5	62.7	6.7

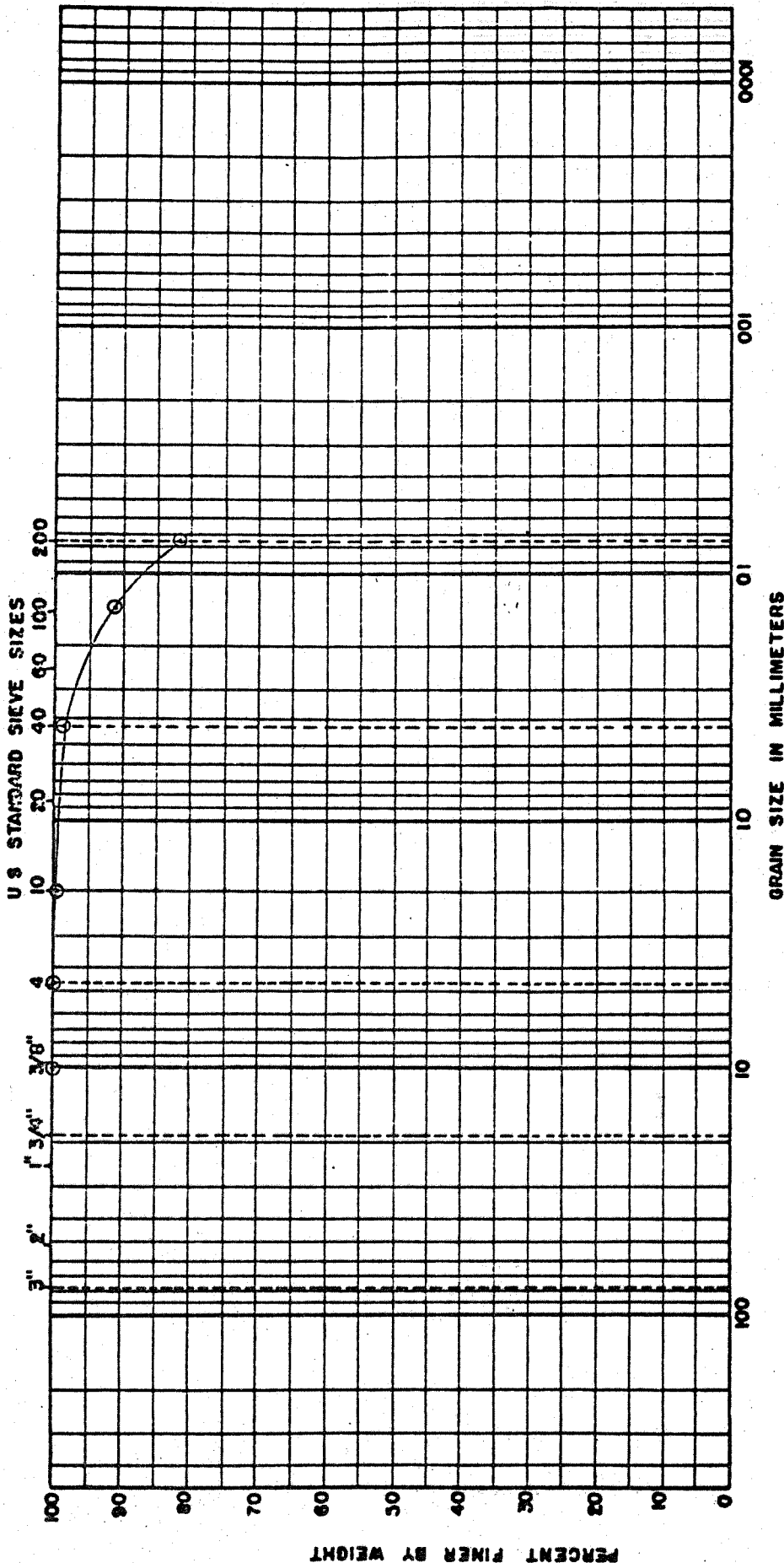
City of Fort Lauderdale

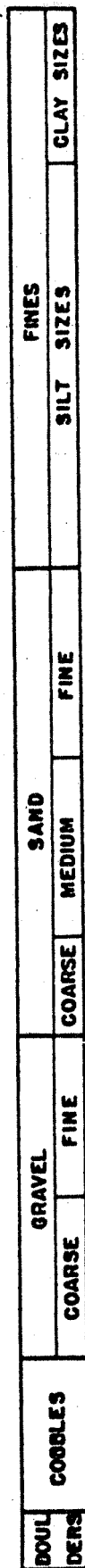


COBBLES		GRAVEL		SAND		FINES	
BOUL	DENS	COARSE	FINE	COARSE	MEDIUM	FINE	SILT SIZES
CLAY SIZES							

GRAIN SIZE DISTRIBUTION						
JOB NO. ML-0342						
LAW ENGINEERING TESTING COMPANY						
DARK GRAY SANDY SILT WITH FIBROUS ORGANIC MATTER AND LIMESTONE FRAGMENTS						
BORING NO	ELEV OR DEPTH	NAT	WC	LL	PL	PI
1-P-1	4.0 - 6.0	187%				





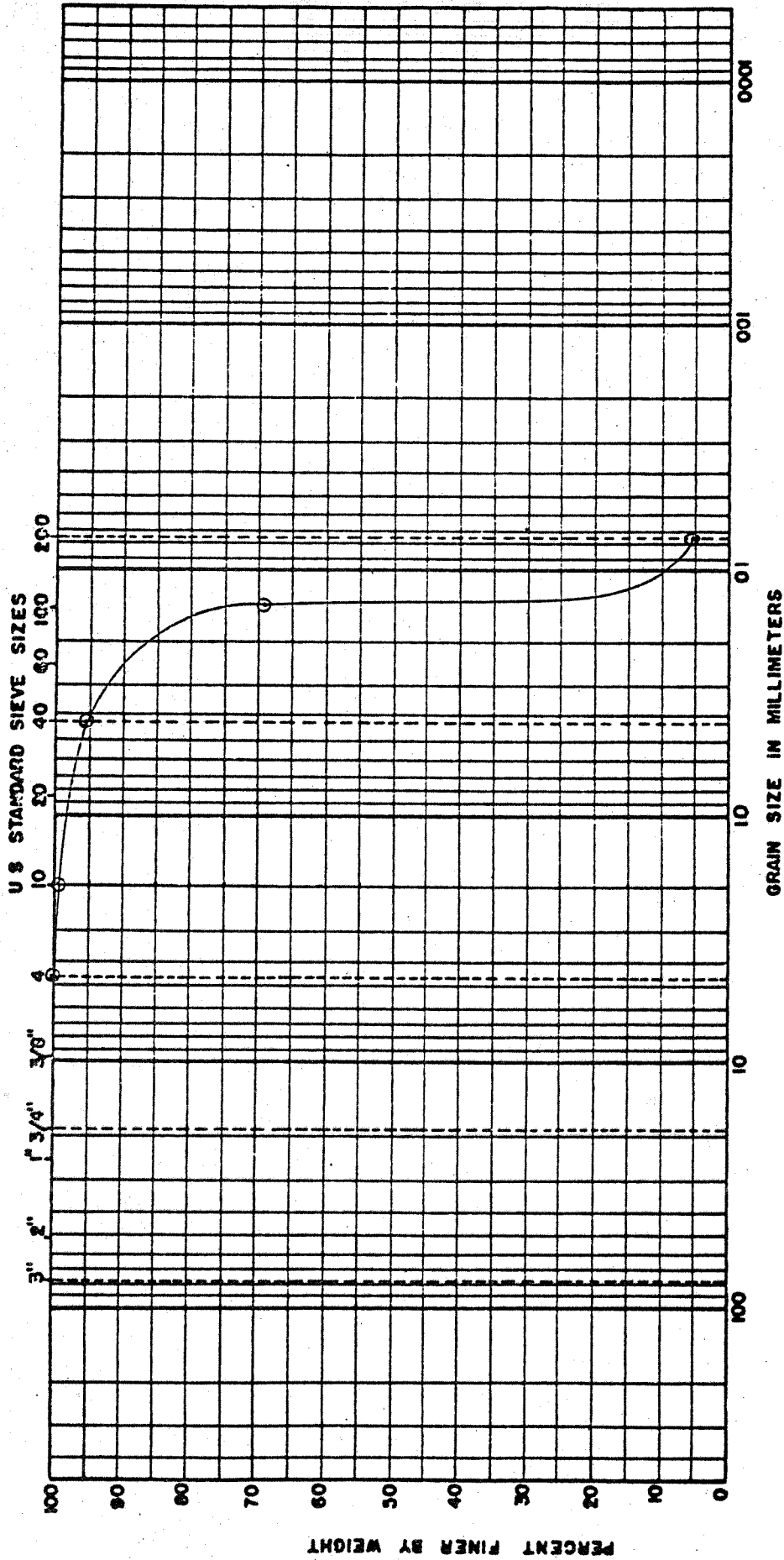


JOB NO. ML-0342

LAW ENGINEERING TESTING COMPANY

GRAY QUARTZ AND CALCAREOUS FINE TO MEDIUM SAND

BOHRING NO	ELEV OR DEPTH	NAT	WC	LL	PL	PI
B-1	24.0 - 25.5	-	-	-	-	-



COUL DERS	GRAVEL		SAND			FINES	
	COARSE	FINE	COARSE	MEDIUM	FINE	SILT SIZES	CLAY SIZES

GRAIN SIZE DISTRIBUTION									
JOB NO. ML-0342									
LAW ENGINEERING TESTING COMPANY									
DESCRIPTION OR CLASSIFICATION									
LIGHT GRAY QUARTZ AND CALCAREOUS FINE SAND (SP)									
BORING NO		ELEV OR DEPTH		MAT		WG		PI	
1-B		29.0 - 30.5							

FIELD AND LABORATORY INVESTIGATIVE PROCEDURES

Field Investigation

The field investigation for the subject project consisted of 4 soil test borings to a depth of 40 feet and 4 test pits to a depth of 13 feet. Standard penetration testing was utilized for these borings. Test pits were dug with a backhoe.

Standard Penetration Test - The standard penetration tests were performed in general accordance with ASTM Designation D-1586, "Penetration Test and Split-Barrel Sampling of Soils." The borings were advanced by rotary drilling process and bentonite drilling fluid was circulated in the bore holes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools were removed and soil samples were obtained with a standard 1.4 inch I.D., 2.0 inch O.D., split-tube sampler. The sampler was first seated six inches and then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil strength and density.

Representative portions of the soil samples, obtained from the sampler, were placed in glass jars and transported to our laboratory. The samples were then examined by an engineer in order to verify the field classifications. Detailed soil descriptions are presented on the appended Test Boring Records.

Borings were located in the field by Keith D. Bennett from this office and utilities were cleared by the Exxon Terminal superintendent. Boring locations are approximate and should be considered accurate to ± 2 feet. Elevations were estimated from a sepiat provided to us.

Laboratory Investigation

Soil Classification - Soil classifications provide a general guide to the engineering properties of various soil types and enable the engineer to apply his past experience to current problems. In our investigations, samples obtained during drilling operations are examined in our laboratory and

visually classified by an engineer. The soils are classified according to consistency (based on number of blows from standard penetration tests), color and texture. These classification descriptions are included on the Test Boring Records.

The classification system discussed above is primarily qualitative and for detailed soil classification laboratory tests were performed, grain size tests and per cent organics tests. Using these test results the soil can be classified according to Unified Classification Systems (ASTM D-2487). This classification system and the in-place physical soil properties provides an index for estimating the soil's behavior. The soil classification and physical properties obtained are presented in this report.

Grain Size Distribution - Grain Size Distribution Tests are performed to determine the soil classification and the grain size distribution. The soil samples are prepared for testing according to ASTM D-2217 (wet preparation). The grain size distribution of soils coarser than a number 200 sieve (0.074 mm opening) is determined by passing the samples through a standard set of nested sieves. These tests are conducted in accordance with ASTM D-422.

Percent Organics - The percent organics was determined using ASTM D-2974. The amount of organics in the sample is expressed as a percentage of ash (remaining after burning at 550° C) divided by the original wet weight.

Life Cycle Analysis

The Design Build Firms (DBF) will provide a Life Cycle Analysis covering 20 years operation of the VPSA system chosen. The Life Cycle analysis will also include an Energy Analysis.

The Energy Analysis portion of the Life Cycle Analysis will be based on three oxygen purities at specific system capacity with a discharge of 5 psi and as stated in kilowatt hours per ton of oxygen produced. The DBF will complete the following tables:

OXYGEN PURITY	SYSTEM CAPACITY	Kilowatt Hours of electricity per Ton of OXYGEN produced
87% Oxygen	100% (40 tons per day Oxygen)	
	75% (30 tons per day Oxygen)	
	60% (24 tons per day Oxygen)	
	40% (16 tons per day Oxygen)	
90% Oxygen	100% (40 tons per day Oxygen)	
	75% (30 tons per day Oxygen)	
	60% (24 tons per day Oxygen)	
	40% (16 tons per day Oxygen)	
93% Oxygen	100% (40 tons per day Oxygen)	
	75% (30 tons per day Oxygen)	
	60% (24 tons per day Oxygen)	
	40% (16 tons per day Oxygen)	

The DBF will prepare a Life Cycle cost that includes maintenance, repair and replacement costs for the VPSA facility. The Life Cycle costs will be based on the VPSA facility operating for 20 years producing a 90% oxygen purity product over the following conditions:

1. 20 percent of the operational time per year will be at 100 percent capacity of the system (40 Tons Per Day with a discharge pressure of 4 psi at the reactor basins).
2. 60 percent of the operational time per year will be at 75 percent capacity of the system (30 Tons Per Day with a discharge pressure of 4 psi at the reactor basins).

3. 20 percent of the operational time per year will be at 40 percent capacity of the system (16 Tons Per Day with a discharge pressure of 4 psi at the reactor basins).

DBF to use the following life cycle costs:

1. Cost of electricity: \$0.10 kW/h
2. Inflation rate: 4% per year
3. Interest rate: 6% per year
4. Cost of labor: \$40 per hour

The Life Cycle Analysis and Energy Analysis will be used in rating of the proposed VPSA systems for selection of the DBF.

The Life Cycle cost analysis will be scored as described in the RFP. Lowest cost will receive full points with others proportional to the amount that they are higher.

LIFE CYCLE COST EVALUATION

Item	Description	Year Amount (\$)	Subtotal (\$)
1	Initial Cost of the VPSA Facility (Includes all equipment, material, and construction costs for a complete functional system without design costs)	-----	
2	Annual Electrical Power Cost	-----	
	Electrical Cost per Year		-----
	Total Electrical Cost for 20 Years	-----	
3	Maintenance Cost Year 1	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
4	Maintenance Cost Year 2	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
5	Maintenance Cost Year 3	-----	
	Parts, Replacement, and Material Cost		-----

	Labor Cost		-----
6	Maintenance Cost Year 4	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
7	Maintenance Cost Year 5	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
8	Maintenance Cost Year 6	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
9	Maintenance Cost Year 7	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
10	Maintenance Cost Year 8	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
11	Maintenance Cost Year 9	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
12	Maintenance Cost Year 10	-----	
	Parts, Replacement, and Material Cost		-----

	Labor Cost		-----
13	Maintenance Cost Year 11	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
14	Maintenance Cost Year 12	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
15	Maintenance Cost Year 13	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
16	Maintenance Cost Year 14	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
17	Maintenance Cost Year 15	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
18	Maintenance Cost Year 16	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
19	Maintenance Cost Year 17	-----	
	Parts, Replacement, and Material Cost		-----

	Labor Cost		-----
20	Maintenance Cost Year 18	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
21	Maintenance Cost Year 19	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
22	Maintenance Cost Year 20	-----	
	Parts, Replacement, and Material Cost		-----
	Labor Cost		-----
	TOTAL COST	-----	

Present Worth of the Total Life Cycle Analysis for 20 years: \$ _____

RECOMMENDED SPARE PARTS

Description	Quantity	Unit Price (\$)	Total (\$)

Add additional lines as required to provide a complete recommended spare parts list.

FREQUENCY OF EQUIPMENT REPLACEMENT

Equipment	Years
Blower	
Vacuum Pump	
Modulating Valves and Operators	
Media	
Vessels	
Open/Close Valves	
Instruments	

Add additional items as required to provide a complete list..

ADDENDUM NO. 2

RFP No. 12323-496

Design Build GT Lohmeyer WWTP Replacement of Oxygen System

ISSUED: October 11th, 2019

This addendum is being issued to make the following change(s):

- 1. DELETE Section 3 Scope of Work, 3.19 Design and Construction Duration table Bidsync page 31, in its entirety and REPLACE with the following:**

MILESTONE	CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)
Assumed Notice to Proceed Date	0
Substantial Completion of PROJECT	778
Final Completion of PROJECT	808

- 2. DELETE in its entirety, Section 7.0 Construction Time Frame table, contained on page 11 of the Design Criteria Report, Pure Oxygen System Replacement, and REPLACE with the following:**

Milestone	Calendar Days
Notice to Proceed	0 Calendar Days
60% Design Submittal	120 Calendar Days after Notice to Proceed
60% Design Submittal Review	14 calendar Days from Submittal
90% Design Submittal	60 Calendar Days after 60% Review
90% Design Submittal Review	14 calendar Days after 90% Submittal
Final Design Submittal	30 Calendar Days after 90% Review
Obtain Building Permit	90 Calendar Days after Final Design Submittal
VPSA Building Substantial Completion	450 Calendar Days after Building Permit
Final Completion of Project	30 Calendar Days after Substantial Completion

- 3. ADD:** Specification Section 43 14 00 Vacuum Pressure Swing Adsorption: page 43 14 00-4, paragraph 1.04.C *Submittals required prior to Delivery shall include, but not be limited to, the following items, ADD Item Number 7:*

- “7. Submit media life certification stating that at least 20 years media life is expected under normal operating conditions within the range of operation specified.”
4. **MODIFY** Section 1 Introduction, *1.11 Inconsistencies*, as follows:
Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the proposer, in writing, ~~at least ten (10) days prior to the time set for opening proposals up to the end date of the Question & Answer End Date, as published in the solicitation document.~~ After proposals are opened, the proposers shall abide by the decision of the City as to such interpretation. No modifications to Proposals will be permitted after the date and hour of the Proposal opening.
5. **MODIFY** Section 4 Submittal Requirements, *Concerning Subconsultants, suppliers, and Other*, Bidsync page 37,
The amount of work that is sublet by the DBF, including Joint Ventures, shall be limited by the condition that the DBF, or in the case of a Joint Ventures, shall with his own organization, perform at least ~~forty~~ **twenty** percent (~~40%~~ **20%**) of the total dollar amount of the Work to be performed under the Agreement.
6. **CLARIFICATION** Section 4 Submittal Requirements, **4.2.3 Qualification of the Team**, Bidsync page 37,
7. **MODIFY** 5.1 Evaluation Criteria and Scoring, Bidsync page 41,
Qualifications of the Firm including the Workload and performance of minimum ~~40%~~ **20%** of the total dollar value of the work to be performed.
8. **DELETE** solicitation price proposal form and replace with the attached **Revised** Price Proposal Form.
9. **CLARIFICATION** Questions regarding Alternate Proposals – ~~This is a Design Build Solicitation. Alternates will not be allowed. Proposers are to submit their best solution with a fully detailed explanation of how it meets or exceeds the requirements of the Design Criteria Package. All responses shall be in compliance with Section IV, Submittal Requirements. Proposers may use the Revised Price Proposal form or a facsimile of it, if necessary, to submit best solution pricing.~~

- 10.** The Bid End Date is extended from October 15, 2019 to **November 15, 2019.**

All other terms, conditions, and specifications remain unchanged.

Penelope Burger,
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

**ADDENDUM NO. 2****REVISED PRICE PROPOSAL FORM****RFP # 12323-496 DESIGN-BUILD SERVICES FOR**

**GT LOHMEYER WWTP REPLACEMENT OF OXYGEN SYSTEM –
Project Nos. P11781 & 11917**

DESIGN

- | | |
|--|----------|
| 1. 60% Design Package & Review | \$ _____ |
| 2. 90% Design Package & Review | \$ _____ |
| 3. 100% Design Package & Review | \$ _____ |
| SUB-TOTAL DESIGN COSTS | \$ _____ |

CONSTRUCTION**GENERAL**

- | | |
|---|----------|
| 4. Mobilization/Demobilization
<i>(Not to exceed 5% of total construction cost)</i> | \$ _____ |
| 5. General Conditions | \$ _____ |
| 6. Third Party Material and Conformance Testing | \$ _____ |
| 7. New Building for VPSA facility and ancillary systems
<i>(Includes labor, material, etc.)</i> | \$ _____ |
| 8. VPSA System
<i>(Includes motor control center and instrumentation)</i> | \$ _____ |
| 9. Demolition of existing oxygen generation system | \$ _____ |
| 10. Structural Concrete Works | \$ _____ |
| 11. Site Civil, Grading, Drainage, Yard Piping, and Pavement
<i>(Includes surveying and geotechnical)</i> | \$ _____ |

12. Site Electrical \$ _____

13. Instrumentation and Controls \$ _____
(includes programing, factory acceptance testing, and performance testing)

14. Modification to the gaseous oxygen control/feed to the reactor basins \$ _____

15. Restoration \$ _____

16. Start-Up and Commissioning \$ _____

17. Acceptance Testing and Reporting \$ _____

18. Record drawings and O&M Manuals \$ _____

SUBTOTAL CONSTRUCTION COST OF WORK \$ _____

TOTAL COST OF WORK (Items 1-18) \$ _____

ALLOWANCE

19. Permit Fees \$ \$150,000

20. Additional Testing (if required) \$ \$150,000
(For both Design and Construction)

21. Owner Contingency \$ \$500,000

TOTAL BID – Design, Construction, and Allowance Costs (proposed “Contract Price”)

 (IN WORDS)

\$ _____
 (FIGURES)

NOTES:

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

PROPOSAL SUBMITTAL

This proposal is submitted by:

Corporation Name: _____ (Please Print)

By: _____
Signature

Name: _____
(Typed or printed)

Title: _____

Date Submitted: _____

Address: _____



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

ADDENDUM NO. 3

RFP No. 12323-496

Design Build GT Lohmeyer WWTP Replacement of Oxygen System
ISSUED: October 23rd, 2019

This addendum is being issued to make the following change(s):

1. CHANGE:

Section 2.5 Contract Term

The City will enter into a **Not-to-Exceed (NTE)** contract with the successful DBF for a Guaranteed Maximum Price (**GMP**) for the Work. The terms and conditions of this contract are fixed price and for a fixed period of time. The DBF submitted bid is to be a **NTE GMP** ~~lump sum~~ bid for completing the Scope of Work in the RFP. The DBF will provide a Schedule of Values to the City for their approval. The total of the Schedule of Values will be this ~~lump sum~~ **NTE GMP** contract price for the work.

2. CHANGE:

Section 2.12 Price Proposal

A total Price Proposal (proposed Contract Price) shall be submitted on the Price Proposal Form. The Price Schedule breakdown shall consist of a ~~lump sum~~ Not-To-Exceed, Guaranteed Maximum Price (GMP) amount.

3. CHANGE:

Section 4.2.3 Qualification of the Team, Subconsultants -

Consultant must clearly reflect in its Proposal any Subconsultant proposed to be utilized along with a summary of their background and qualifications including but not limited to name of the subconsultant, location of place of business, service(s) the subconsultant will provide, ~~hourly rates/fees~~, license (if applicable), two (2) subconsultant references, ownership, education, and experience. The City retains the right to accept or reject any Subconsultant proposed.

4. CHANGE:

Section 4.2.2 Proposal Contact Person Information:

If there are multiple firms proposed as one team, each firm must be identified. Complete and add signature form page **for the DBF**.



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954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

All other terms, conditions, and specifications remain unchanged.

(Penelope Burger)
(Procurement Administrator)

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12323-496 - Design-Build GT LOHMEYER WWTP Replacement of Oxygen System Projs 11781 & 11917

Overall Bid Questions

Question 1

What is the engineers estimate? (Submitted: Aug 10, 2019 8:00:20 AM EDT)

Answer

- The Engineers estimate is a Class 4 estimate, which has a range of -30% to +50%. Therefore the cost of the project is expected to range between \$6.2 million and \$13.4 million. (Answered: Aug 15, 2019 1:45:05 PM EDT)

Question 2

Page 51 of the RFP states the DCP is included in Section 6 - Appendix Attachments. It does not appear to be included in the RFP, however. How can we obtain a copy of the DCP? Thank you! (Submitted: Aug 12, 2019 7:30:18 AM EDT)

Answer

- Refer to the solicitation Pre-Bid Conference sections, the solicitation Description, and Section 1.5 Mandatory Pre-Proposal Meeting and Site Visit, whereby instructions are given about and the use of the City of Fort Lauderdale Plan and Specification Request Form. (Answered: Aug 12, 2019 8:07:55 AM EDT)

Question 3

What is the budget or cost estimate for this project? (Submitted: Aug 13, 2019 11:22:18 AM EDT)

Answer

- The Engineers estimate is a Class 4 estimate, which has a range of -30% to +50%. Therefore the cost of the project is expected to range between \$6.2 million and \$13.4 million. (Answered: Aug 15, 2019 1:45:04 PM EDT)

Question 4

The RFP does not include page limits. Will the City please assign maximum page counts to each section? (Submitted: Aug 15, 2019 8:43:43 AM EDT)

Answer

- No, proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. (Answered: Aug 19, 2019 10:11:19 AM EDT)

Question 5

The City scheduled 2 separate mandatory site visits; August 28th and September 9th. Please confirm if attendance at only one of the two is mandatory, or if both are mandatory. (Submitted: Aug 15, 2019 8:44:01 AM EDT)

Answer

- Both pre-proposal conferences are mandatory. However, attendees may choose to attend one day (August 28, 2019) or the other day (September 10, 2019). Due to size limitations, the City is requesting same firms do not show up on both days. (Answered: Aug 19, 2019 10:11:19 AM EDT)

Question 6

Paragraph 1.11 of the RFP states: "Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the proposer, in writing, at least ten (10) days prior to the time set for opening proposals." Does this refer to 10 business days? Or 10 calendar days? (Submitted: Aug 15, 2019 11:23:58 AM EDT)

Answer

- Ten (10) calendar days. (Answered: Aug 19, 2019 10:11:19 AM EDT)

Question 7

On page 33 of 109, the RFP states: "Each page of the financial documents provided should be marked 'Confidential' and submitted in a separate envelope." Does the City want each copy (not page) of the financial statements submitted in a separate envelope? (Submitted: Aug 15, 2019 11:24:13 AM EDT)

Answer

- It is intended that each financial page be marked confidential, in case pages are separated, and submitted in an envelope, exclusive of the rest of the proposal documents. (Answered: Aug 19, 2019 10:11:19 AM EDT)

Question 8

The RFP does not contain Section 4.2.3 (it jumps from 4.2.2 to 4.2.4). Does the City intend for "Qualifications of the Firm" (on page 32 of 109) to be Section 4.2.3? (Submitted: Aug 15, 2019 11:24:25 AM EDT)

Answer

- Yes, for clarification, Section 4.2.3 Qualifications of the Firm. (Answered: Aug 19, 2019 10:11:19 AM EDT)

Question 9

On page 34 of 109, the City asks for qualifications of the team. Does this section refer only to individuals employed by specialty consultants and subconsultants and construction subcontractors, but not to individuals employed by the DBF? (Submitted: Aug 15, 2019 11:24:56 AM EDT)

Answer

- I don't understand the question because what is written is - The DBF must identify all design and construction disciplines and specialty consultants that the DBF intends to employ in the design and construction of this Project. (Answered: Aug 19, 2019 10:11:18 AM EDT)

Question 10

On page 35 of 109, the City asks for "Project Manager's Experience." Who does the City define as "Project Managers?" Are these the individual Project Managers for each Subconsultant and Subcontractor? (Submitted: Aug 15, 2019 11:25:10 AM EDT)

Answer

- The City defines a Project Manager as the overall representative of the DBF. He/She will be the main point of contact with the City's Project Manager and manages all day to day activities of the Project as it progresses from design, construction, close out, and warranty. The second question for the Subs we will require for individual project managers that will be managed by the DBF Project Manager. (Answered: Aug 27, 2019 11:19:14 AM EDT)

Question 11

On page 34 of 109, near the bottom of the page, a paragraph begins, "For each key personnel, a minimum of three (3) alternate delivery projects." This paragraph states, "No more than seven (7) resumes will be evaluated." The RFP lists six key personnel on page 33. Does this mean we can submit one resume describing a person/role that we consider to be critical, in addition to the six identified key personnel? (Submitted: Aug 15, 2019 11:25:27 AM EDT)

Answer

- Page 33 references a maximum of seven (7) resumes. (Answered: Aug 19, 2019 6:06:47 PM EDT)

Question 12

On page 35, do the "Example Projects" describe only team members' experience (not DBF experience, unless the DBF worked with one of the team members)? (Submitted: Aug 15, 2019 11:25:39 AM EDT)

Answer

- The Example Projects on page 35 describes all elements of the project including all participants role(s). (Answered: Aug 19, 2019 6:06:47 PM EDT)

Question 13

Near the top of page 34 of 109, the RFP asks for an "organization chart for proposed key personnel and any other proposed staff, including subconsultants." Near the bottom of page 35 of 109, under "Example Projects," the RFP says, "Provide organizational chart of proposed team: Indicate name and titles of all team members and the firm they are associated with." Are these intended to be two separate organization charts? (Submitted: Aug 15, 2019 11:25:52 AM EDT)

Answer

- Page 34 request for KEY personnel organizational chart including subconsultants, is a continuation of Key personnel, page 33 under Qualification of the Firm.
Page 35 Example Projects organizational chart is part of 4.2.3 Qualifications of the Team. See answer to Question 8. (Answered: Aug 19, 2019 6:06:47 PM EDT)

Question 14

Pages 32 and 36 (2nd bullet above Section 4.2.5 References) of 109 both ask for workload of the firm. Does the City want the workload to be described in both places? (Submitted: Aug 15, 2019 11:26:04 AM EDT)

Answer

- Section 4.2.2, Page 32, specifically is termed Workload of the Firm.

Page 36 is a continuation of page 35, Section 4.2.4 Project Methodology & Approach, and should be taken into context to provide the information on how this project will fit into workload. (Answered: Aug 19, 2019 6:06:47 PM EDT)

Question 15

Section 4.2.2, "Firms Past Experience" asks for information regarding "past performance with projects similar in nature to the one under consideration by the City." Section 4.2.5 says: "DBF shall submit project experience for a minimum of three (3) projects of similar scope and scale (or larger) with preference given to the DBF that demonstrates projects installed in Florida." Are the projects asked for in Section 4.2.2 intended to be different from the three described in response to Section 4.2.5? (Submitted: Aug 15, 2019 11:26:16 AM EDT)

Answer

- Yes, Section 4.2.2 Firms Past Experience, provides the opportunity for firms to submit any information they deem appropriate for evaluation of past performance.

Section 4.2.5 References, is specific to projects within the last ten (10) years, with a minimum number of three (3) projects. (Answered: Aug 19, 2019 6:06:47 PM EDT)

Question 16

Section 4.2.6 describes the price proposal form. Does the City want the price proposal to be submitted separately from the technical proposal? (Submitted: Aug 15, 2019 11:26:32 AM EDT)

Answer

- Price proposal may be included in the technical proposal, separated by a tab. (Answered: Aug 19, 2019 6:06:47 PM EDT)

Question 17

Page 35 of 109 says: "Include copies of all active professional licenses, including professional engineers, certifications." Will the City accept the license number in lieu of a copy of the license? For certifications, will the City accept the name and number of the certificate in lieu of a copy of the certificate? (Submitted: Aug 15, 2019 11:26:46 AM EDT)

Answer

- No, please follow directions and provide copies of licenses. (Answered: Aug 19, 2019 6:06:47 PM EDT)

Question 18

For the site visit, it states "Access to these mandatory conferences is only available to pre-approved plan-holders originating from the City of Fort Lauderdale Plan & Specification Request Form. Non-approved attendees will not be allowed to participate in the mandatory pre-proposal conferences." Does this mean that subcontractors or suppliers are not allowed to attend? (Submitted: Aug 16, 2019 8:57:07 AM EDT)

Answer

- Sub-consultants, sub-contractors and suppliers will have to be accompanied and vouched for by an approved plan holder who they will be working with. (Answered: Aug 27, 2019 5:24:51 PM EDT)

Question 19

1. Please provide the site Geotechnical Reports for the Design Builder review? (Submitted: Aug 16, 2019 2:03:42 PM EDT)

Answer

- Geotechnical Tests were not conducted. This is the responsibility of the DBF under item six of the price proposal form. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 20

Has a hazardous material survey been performed for this project such as Asbestos, Lead Paint, Petroleum spills in the construction area or at the Cryogenic units that are to be demolished or other areas of the facility that will be impacted by this project? (Submitted: Aug 16, 2019 2:04:41 PM EDT)

Answer

- No such survey was done as part of the DCP development. This will be a responsibility of the DBF under item six of the price proposal form. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 21

Confirm that the 60 dBA noise requirement at the property line doesn't apply to the active construction period (Submitted: Aug 16, 2019 2:05:04 PM EDT)

Answer

- This does not apply to active construction. However, the noise requirement for active construction can be found in the City's Code of Ordinance Chapter 17. "Noise Control." (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 22

Please identify the equipment that the Owner would like to salvage per Specification 02 41 00 (Submitted: Aug 16, 2019 2:05:28 PM EDT)

Answer

- The Main Air Compressor and some instrumentation in the LOX plant will be salvage for City's use. All other materials will be the responsibility of the DBF. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 23

Please Confirm - 8.46 of the DCP report indicates that Alternate Construction for the building walls and can be proposed provided it meets the building loading and noise requirements. (Submitted: Aug 16, 2019 2:08:37 PM EDT)

Answer

- Yes. City will review and approve alternate design and construction. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 24

8.47 of the DCP report refers to the System being housed in a conventional building or in a manufactured enclosure (or both for sound attenuation) If the 60 dB at the property line can be met. Will the Owner consider a manufactured enclosure for the equipment in lieu of the proposed building structure as described in the DCP and indicated on the conceptual drawings? (Submitted: Aug 16, 2019 2:09:15 PM EDT)

Answer

- Yes, a manufactured enclosure for the equipment could be acceptable. City needs to make final determination on this. The only conventional building requirement is for the electrical gear. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 25

Can the construction duration Notice to be Proceed date be linked to the actual issuance of all required permits as it controls the construction of the new VPSA system? (Submitted: Aug 16, 2019 2:09:39 PM EDT)

Answer

- No, only One NTP will be issued for the Design and Construction of the project, DB firm to coordinate it's activities to meet the project duration established. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 26

Can the time between Substantial and Final Completion be extended as demolition of the existing Cryogenic Facilities cannot commence until after the new VPSA system has been in operation for 30 days? (Submitted: Aug 16, 2019 2:10:04 PM EDT)

Answer

- No, the DBF will need to complete the VPSA facility the required number of days prior to the established Substantial completion date to allow for the demolition activities to take place "that is, the Final Completion remains 30 days from Substantial Completion." (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 27

BidSync implies we are to submit our proposal documentation through BidSync, but section 4.1.6 of the RFP indicates we are to submit one original, one copy and 5 electronic on PDF in a sealed package. Which is correct? (Submitted: Aug 16, 2019 2:10:58 PM EDT)

Answer

- The solicitation is correct, please follow information contained in Section 4.1.6. (Answered: Aug 23, 2019

1:06:47 PM EDT)

Question 28

8.5.8 of the DCP talks about Rain Loads, Increase Loads as required assuming primary drains are plugged and there is water at the overflow elevation? What is the basis for Rain loads to utilized included in the design for this project? (Submitted: Aug 16, 2019 2:11:25 PM EDT)

Answer

- The design of the building roof system will dictate rain loads. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 29

8.4.1 of the DCP states -Therefore, the buildings have no minimum floor elevation required, other than they need to be high enough for positive drainage and to keep local site runoff from entering the building. Therefore, the floor elevation will be a minimum of 6 inches above the surrounding grade. 8.7.2 DCP states - The Design Build Contractor shall determine the minimum 100-year flood high water level and install the lowest energized component a minimum of 3 ft above that elevation. Must the top of the equipment pads be raised to meet the 3 ft above the flood plain for the equipment pads for the electrical gear in lieu of the 6 inches above grade for the slab? (Submitted: Aug 16, 2019 2:12:06 PM EDT)

Answer

- Because the buildings are in FEMA designated Flood Zone X (above 500 year flood plain) and outside of the 100-year flood area, there is no minimum floor elevation required, other than they need to be high enough for positive drainage and to keep local site runoff from entering the building. Therefore, the floor elevation needs to be a minimum of six inches above the surrounding grade. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 30

Does the exhaust from the VPSA system discharge outside of the building footprint? (Submitted: Aug 16, 2019 2:12:42 PM EDT)

Answer

- It can, but it can also discharge above the building. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 31

Have the existing LOX Tanks been inspected and repaired if necessary to be able to remain in use as back-up for the new VPSA System? (Submitted: Aug 16, 2019 2:13:13 PM EDT)

Answer

- The existing Oxygen generation system is in working condition and currently being used to provide oxygen to the treatment process. (Answered: Aug 27, 2019 11:19:14 AM EDT)

Question 32

What is the production rate of each of the existing Cryogenic LOX units and what is the feed pressure to each of the Aeration Basin to determine if an Oxygen Booster is necessary? (Submitted: Aug 16, 2019 2:13:38 PM EDT)

Answer

- The existing production rate is 55 tons/day. All other technical information on the plant and the existing oxygen generation system can be found under section 8.0 Design Basis. (Answered: Aug 27, 2019 11:19:14 AM EDT)

Question 33

Are there any minority participation goals for this project? (Submitted: Aug 16, 2019 2:14:08 PM EDT)

Answer

- There are no minority goals for this project, however the City encourages disadvantaged business participation. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 34

Are there any established Wage Rates required for this project? (Submitted: Aug 16, 2019 2:14:34 PM EDT)

Answer

- No there are no established wage rates for this project. (Answered: Aug 27, 2019 5:24:51 PM EDT)

Question 35

We request authorization to fly a licensed drone flown by a licensed pilot over the project area to collect data to use in the preliminary design. We estimate having to be at the wastewater plant for no more than 90 minutes. The PCL Construction team will acquire proper FAA clearance prior to flight and will brief the Plant

Staff prior to flight. (Submitted: Aug 16, 2019 2:15:24 PM EDT)

Answer

- No, this is a secured site. (Answered: Aug 23, 2019 1:06:47 PM EDT)

Question 36

Does the City of Fort Lauderdale have a Not to Exceed Budget for this project? Per previous experience in VPSA Oxygen Systems construction, we understand the price proposal for this project will be in the range of +40% to +50% from the Engineers estimate is a Class 4 estimate \$13.4 million. This is NOT taking into consideration the additional 10 percent tariff that will take place on December 15th, 2019. (Submitted: Aug 16, 2019 2:16:07 PM EDT)

Answer

- The City does not establish NTE budget for projects. The estimate does not take into consideration market conditions. (Answered: Aug 27, 2019 11:19:14 AM EDT)

Question 37

What is a reasonable timeframe to assume for the City to review and issue the building permits? Also, please confirm that delays on this activity will be considered out of the control of the Design-Builder. (Submitted: Aug 16, 2019 2:19:13 PM EDT)

Answer

- We cannot give a specific timeframe for issuing building permit. (Answered: Aug 27, 2019 5:24:51 PM EDT)

Question 38

Regarding Section 4.2 Qualifications of the Firm, Minimum Qualifications, bullet item no. 1: Two-Collaborative delivery (Design-Build) projects with value of at east \$5,000,000.00 of similar scope. Will the City consider continuing design-build master contracts (3-yr duration), with DBF single point of responsibility, comprised of multiple \$2,000,000 and under Task Orders with master contract aggregate far exceeding the \$5,000,000 minimum complete at similar facilities? (Submitted: Aug 19, 2019 8:36:51 AM EDT)

Answer

- See Addendum No. 1 (Answered: Oct 16, 2019 3:44:58 PM EDT)

Question 39

Section 2.15 of the RFP states project Liquidated damages may be assessed in the amount of \$5000 day. Section 5.4 of the Contract states liquidated damages of Two Thousand dollars per day in words and (\$1,000) per day in numbers. Please clarify the correct amount for Liquidated Damages for this project. (Submitted: Aug 19, 2019 3:43:36 PM EDT)

Answer

- Clarification: 2.15 states DBF shall pay to City the sum of \$5000 for each and every day. As noted, the solicitation contract is watermarked Sample Draft Agreement, and should be reviewed as such. The final contract will show the liquidated damages amount of \$5000 day. (Answered: Aug 27, 2019 5:33:23 PM EDT)

Question 40

Section 2.18 of the RFP indicates a Work Schedule of 8:00 AM to 5:00 PM and Inspector hours are 8:00 AM to 4:30 PM. Section 8.16 of the Contract states the work hours are from 8:00 AM to 6:00 PM. Please confirm work hours during construction are from 8:00 AM to 6:00 PM or can work begin at 7:00 AM? Please also confirm if the inspectors hours are 8:00 AM to 5:30 PM and if the inspector must be on site at all times while construction is being performed or only for inspections? (Submitted: Aug 19, 2019 3:43:51 PM EDT)

Answer

- As noted, the solicitation contract is watermarked Sample Draft Agreement, and should be reviewed as such. The final contract will show the work hours are from 8:00 AM to 5:00 PM. (Answered: Aug 27, 2019 5:45:54 PM EDT)

Question 41

Section 17.1 of the Contract requires the DBF to submit shop drawings for evidence of compliance. Please provide a review time (work days) for shop drawing review comments by the City before being returned to DBF. (Submitted: Aug 19, 2019 3:44:02 PM EDT)

Answer

- Review time can be addressed at contract negotiation time. (Answered: Aug 27, 2019 5:45:54 PM EDT)

Question 42

Section 2.11 of the RFP references a payment method from the City utilizing a credit card and the DBF is to complete the Contract Payment Method form, which states all costs associated with utilizing this program shall be borne by Contractor / DBF. Over the course of a project of this size these fees could be substantial (hundreds of thousands of dollars). Will the City consider utilizing ACH method of payment eliminating these costly fees?

(Submitted: Aug 21, 2019 10:25:12 AM EDT)

Answer

- The City's preferred method of payment is a PCard. All vendors have the ability to put exception to the payment method in their response to the RFP. We can then evaluate the responses and who took that exception. (Answered: Sep 9, 2019 4:36:16 PM EDT)

Question 43

Once the Plan & Specification Request Form has been submitted how will we know if we are pre-approved to attend the mandatory pre-proposal conferences? (Submitted: Aug 22, 2019 3:22:44 PM EDT)

Answer

- The City will notify Prime(s) by email. (Answered: Sep 4, 2019 10:42:49 AM EDT)

Question 44

How do we obtain a list of all of the pre-approved plan-holders? (Submitted: Aug 22, 2019 3:23:39 PM EDT)

Answer

- The pdf Sign In sheet is uploaded for review and download. (Answered: Sep 4, 2019 10:42:49 AM EDT)

Question 45

Please reference the DCP, Specification Section 43 14 00 Vacuum Pressure Swing Adsorption section 2.01.A.4 Performance Requirements. This paragraph states the Oxygen purity shall be a minimum of 90 percent and shall average 92 percent. Paragraph 3.02.B.2.b regarding Performance Testing states the Oxygen content shall be 92 percent minimum. Please confirm the required minimum is 90 percent. (Submitted: Aug 26, 2019 1:06:36 PM EDT)

Answer

- Paragraph 2.01.A.4 states that the lowest acceptable oxygen purity for any operating range is 90%. The minimum allowable oxygen purity for the average of all performance testing samples shall be 92%. Paragraph 3.02.B.2.b states the same. The lowest average allowable oxygen purity for the VPSA system is 92% for all operating ranges. (Answered: Sep 11, 2019 6:16:39 PM EDT)

Question 46

Please reference Specification Section 43 14 00 Vacuum Pressure Swing Adsorption section 2.02.A Feed Air Systems referencing both centrifugal and rotary lobe blowers. It appears many of the specification details in this section are written solely around a centrifugal blowers whereas rotary lobe blowers are appropriate for this project. Please confirm the intent is to allow specially made rotary lobe blowers or please provide the design criteria for rotary lobe blowers. (Submitted: Aug 26, 2019 5:18:59 PM EDT)

Answer

- Specification Section 43 14 00 paragraph 2.02.A.1 lists both centrifugal and rotary blowers as acceptable. The blower type is up to the VPSA manufacturer. Paragraph 2.02.A.3 lists requirements that pertain to both blower types. Both types of blowers are acceptable. (Answered: Sep 11, 2019 6:16:39 PM EDT)

Question 47

We have essentially lost a week due to Hurricane Dorian. Can the bid date be extended? (Submitted: Sep 5, 2019 11:11:37 AM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 48

The as-built information provided in the project documents shows Auger Cast Piles under existing tanks foundation. Can the City of Fort Lauderdale provide the geotechnical report from previous construction on this site? (Submitted: Sep 5, 2019 4:52:10 PM EDT)

Answer

- Refer to Addendum 1, Item 1. RELEASE:For Informational Purposes Only "Question 19 request for

historical Report of Subsurface Exploration, dated January 9, 1981. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 49

Can the DB teams gain access to the site to perform geotechnical borings? If not, is it acceptable to design the facility based on an allowable bearing pressure of 1500 psf, and if after award, and borings are performed, foundation modifications are required this will be a change order. (Submitted: Sep 5, 2019 4:53:19 PM EDT)

Answer

- Refer to Addendum 1, Item 1. RELEASE:For Informational Purposes Only "Question 19 request for historical Report of Subsurface Exploration, dated January 9, 1981. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 50

Confirm the elevation of the concrete pads for the proposed transformers and electrical gear (Submitted: Sep 5, 2019 4:53:38 PM EDT)

Answer

- The concrete pads for the transformers and electrical gear is a minimum of 6-inches above finished grade. (Answered: Sep 11, 2019 6:16:39 PM EDT)

Question 51

Please provide a summary of the existing pressure and consumption on the LOX line for normal operations at the feed points to the basins? Will the GOX system require booster blowers to keep the minimum 2 PSI and a maximum of 4 PSI at the discharge trains after the 40Ton VPSA system is on-line and in operation? (Submitted: Sep 5, 2019 4:54:37 PM EDT)

Answer

- The existing GOX system has sufficient pressure to meet this requirement and will not require booster blowers. Existing pressure data will not be required at the moment but can be provided to the selected DBF during design. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 52

Will the remaining LOX tanks need to be filled-out by the DBF after construction is completed and the system is tested, knowing that they will be utilized during the transition to the new GOX System? (Submitted: Sep 5, 2019 4:55:42 PM EDT)

Answer

- The LOX tanks will only be needed if the VPSA system does not perform as stated during testing. The DBF will be responsible for replacing any LOX used from the tanks during testing. (Answered: Sep 11, 2019 6:16:39 PM EDT)

Question 53

Can the City provide a copy of the OPCC estimate by division of work, and/or the Class 4 estimate breakdown as shown below as applicable?

A. Class 4 Estimate Breakdown:

i. General Conditions

ii. Design

iii. Sitework and site improvements

iv. Foundation

v. Concrete Structure

vi. Architectural Scope

vii. Noise attenuation

viii. Misc. Metals

ix. Painting

x. Process Mechanical

xi. Oxygen Production Equipment

xii. HVAC

xiii. Electrical

xiv. I&C (Submitted: Sep 5, 2019 4:58:47 PM EDT)

Answer

- This information cannot be provided as it is proprietary to the Project. We would expect the proposer to develop their own estimate. (Answered: Oct 16, 2019 3:44:58 PM EDT)

Question 54

Will the City publish the proposal qualification results from the evaluation separately from the price proposal evaluation criteria? (Submitted: Sep 5, 2019 4:59:23 PM EDT)

Answer

- No, the City follows the Florida Statutes. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 55

How will the City weigh the 30% price proposal section of the evaluation and selection criteria? (Submitted: Sep 5, 2019 4:59:45 PM EDT)

Answer

- The 30% will be applied to the prices received from the Proposers. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 56

Is there a rating formula that the city will use to calculate the 30% price proposals? (Submitted: Sep 5, 2019 5:00:11 PM EDT)

Answer

- See Section 5 Evaluation and Selection Criteria, Item 5.2 Evaluation Procedure, Scoring and Ranking. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 57

Can the city provide clarification on how the bid allowance/contingency reimbursement be utilized, and what can be paid from the contingency item/section? Will compensation for unknown site conditions such as underground utilities or site contaminants be covered under this allowance. (Submitted: Sep 5, 2019 5:01:49 PM EDT)

Answer

- The Owner Contingency in the price proposal form will cover any expenses for City approved work that are unforeseen. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 58

Please provide specific information about testing and additional testing - allowance. (Submitted: Sep 5, 2019 5:01:56 PM EDT)

Answer

- Acceptance testing is as required per individual equipment specifications for functional and performance testing.

Material and conformance testing may include concrete testing, soil compaction testing, paint thickness testing, pipe pressure testing, etc.

Additional testing allowance is intended to capture out of scope acceptance testing or material and conformance testing requested by the City (Answered: Sep 12, 2019 8:32:33 AM EDT)

Question 59

Please confirm how much time the CITY needs to review and provide comments to each Design Milestone submittal package. Would it be acceptable for the City for the DBF to schedule the design workshops within a week after receiving the review comments? (Submitted: Sep 5, 2019 5:02:26 PM EDT)

Answer

- City needs 2 weeks to review and provide comments to each Design Milestone submittal package. It is acceptable for the DBF to schedule the design workshops within a week after receiving the review comments. (Answered: Sep 12, 2019 8:32:33 AM EDT)

Question 60

During the site visit a valve box was identified. The VB is located on the west property line, south of the gate, where the proposed location of the new VPSA building. Can the City provide more information such as service and size of the pipeline, does it run north and south or east and west as it appears to conflict with the proposed building foundations. Is the pipe abandoned, can we build over it? (Submitted: Sep 5, 2019 5:02:50 PM EDT)

Answer

- Operations staff investigated and determined that this is not a valve for any pipe that runs along this location. As-builts do not show any valves and pipe in this location. It is assumed that this is a monitoring well. Selected DBF will need to field verify. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 61

Energy savings City Wide goal of 20 % what portion of this goal is anticipated under this project as determined by the Master/Plan (Reiss 2017) and is this energy consumption considered in the selection criteria? (Submitted: Sep 5, 2019 5:03:14 PM EDT)

Answer

- Addendum 1, item 2. ADD:Life Cycle Analysis Form. Refer to Question No. 61 under to Q&A section. This form is a request to be filled out but is not required. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 62

What will be the role of the Design Criteria Professional Jacobs engineering be during construction and will they be providing inspection services, shop drawing review, start-up? (Submitted: Sep 5, 2019 5:06:15 PM EDT)

Answer

- Jacobs Engineering will be involved on an as needed basis during the construction phase. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 63

During the Mandatory Pre-Bid Site Visit on 8-28-19 there was a discussion regarding the Owner's acceptance of alternate proposals as part of the Design Builder RFP response. Will alternate proposals be reviewed and accepted by the Owner? (Submitted: Sep 5, 2019 5:15:14 PM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 16, 2019 3:44:58 PM EDT)

Question 64

Please reference Section 2.1 of the Special Conditions on page 6 of 40 of the RFP for the definition of Guaranteed Maximum Price. This definition states the work is to be reimbursed on a time and materials basis and further states Savings below the GMP are shared between the Owner and DBF. Reference also is made to Section 2.5 on page 8 of 40, wherein the City states its intention to enter into a contract for a Guaranteed Maximum Price and that the DBF is to submit a lump sum bid. Please clarify this Contract is intended to be a Lump Sum where the DBF will invoice against an approved schedule of values until the total Lump Sum is completed. (Submitted: Sep 9, 2019 11:50:46 AM EDT)

Answer

- See Addendum No. 3. (Answered: Oct 23, 2019 3:25:57 PM EDT)

Question 65

During the Mandatory Pre-Proposal Meeting and Site Visit held on August 28th, several questions were asked pertaining to how rigid or flexible some elements of the DCP are to be priced in the DBF's proposed GMP and how the DBF is expected to include any best value alternatives while still being compliant with the DCP and RFP. (For example see Question & Answer # 24 answered on August 23rd) where it is permissible for the VPSA Building to vary from the dimensions and nature of the building shown on the conceptual drawings. Please describe the process by which the DBF may propose and the City intends to analyze and negotiate these potential alternates. (Submitted: Sep 9, 2019 11:50:55 AM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 16, 2019 3:44:58 PM EDT)

Question 66

Reference Question and Answers # 19 and # 20 concerning a Geotechnical Report and a Hazardous Material Survey being the responsibility of the DBF and as such are to include cost for performance and development of these reports in Item # 6 of the Price Proposal Form. During the Mandatory Pre-Proposal Meeting and Site Visit held on August 28th, several questions were asked pertaining to availability of geotechnical data, subsurface soil conditions and hazardous materials.

Please confirm the City will establish an allowance or contingency and will be responsible for all costs and time impacts associated with encountering contaminated soils and hazardous materials including the removal and mitigation and the DBF shall not include cost in the Price Proposal Form for the potential pre-existing contaminated soils or hazardous materials.

Please provide baseline geotechnical information at the area of the new VPSA Building to allow the DBF to account for a suitable foundation design. (Submitted: Sep 9, 2019 11:51:06 AM EDT)

Answer

- All costs and time impacts associated with encountering contaminated soils and hazardous materials including removal and mitigation, and any other remedial action required due to unforeseen conditions will be covered by the Owner Contingency, as negotiated between the DBF and the Owner. DBF shall not include cost in the Price Proposal Form for the potential pre-existing contaminated soils or hazardous materials. See Addendum No. 1 for historical Report of Subsurface Exploration. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 67

Please reference Section 2.1 of the Special Conditions on page 7 of 40 and Article 1 of the Agreement of page 6; we respectfully request the definition of Substantial Completion be modified as follows and be consistent in both documents: Substantial Completion is that stage of progress in the Work when the Work, or a designated portion, is sufficiently complete in accordance with the Contract Documents such that Owner can utilize the Work for its intended purpose, regardless of whether Owner actually puts the Work to that use. The expected date of Substantial Completion is the date upon which Contractor is contractually obligated to achieve Substantial Completion, as may be adjusted under the Contract Documents. The actual date of Substantial Completion is the date certified in accordance with the Agreement. (Submitted: Sep 9, 2019 11:51:18 AM EDT)

Answer

- If a DBF has a request for the revision of a definition such as listed above, it would be the responsibility of the proposer to submit those as a variance with their proposal. Further, the proposer should note if the variance is a requested change or a required change. The City will not unilaterally consider any change to any of the listed definitions. (Answered: Sep 11, 2019 4:39:19 PM EDT)

Question 68

Article 20 of the Agreement contains a No Damage for Delay provision that precludes Design/Build Firm from seeking increases in the Contract Price or payment or compensation of any kind from the City because of delay, disruption, interference or hindrance from any cause whatsoever unless arising from the City's fraud, bad faith or active interference. Delay, disruption and impact costs in construction unfortunately are common and unpredictable. This clause has the unfortunate result of forcing risk upon the Design/Build Firm and unnecessarily increasing the bid price. Under Article 8.19 of the Agreement, the Design/Builder Firm will not seek costs or damages from the City arising from Force Majeure-type events. We propose the City insert a reasonable remedy granting clause to accommodate costs, losses and damages from delay events arising from City/site-caused events where the risk may be more properly managed by the City rather than the Design/Build Firm.

Please replace Article 20 with the following: 20.1 If Owner, or other contractors performing other work for Owner, or anyone for whom Owner is responsible, or utility owners or any public authority, delays, disrupts, or interferes with the performance or progress of the Design/Build Firm's Work, Design/Build Firm shall be entitled to an equitable adjustment in the Contract Price, the Contract Time, or both. (Submitted: Sep 9, 2019 11:51:29 AM EDT)

Answer

- If a DBF has a request for the revision of terms and conditions such as listed above, it would be the responsibility of the proposer to submit those as a variance with their proposal. Further, the proposer should note if the variance is a requested change or a required change. The City will not unilaterally consider any change to any of the listed terms and conditions. (Answered: Sep 11, 2019 4:39:19 PM EDT)

Question 69

Section 3.10 of the RFP (page 23 of 40) states The DBF shall establish field offices for CITY and CITY's Agent (if applicable) personnel. Please clarify if these are 2 separate trailers and where they are to be located on site, how many offices are required and if the DBF is to include costs for furnishings (utilities, internet, copier, desks, coffee maker, etc.; please specify). Are these offices to be provided upon NTP or upon mobilization for construction? (Submitted: Sep 9, 2019 11:51:40 AM EDT)

Answer

- One trailer will be sufficient with two offices and a meeting area. Location of the trailer will be determined at the time with input and approval from the Plant Manager. Offices are to be provided upon mobilization for construction. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 70

Section 4.2.3 of the RFP (page 34 of 40) states that the hourly rates of subconsultants are to be provided. As this is a lump sum project please confirm hourly rates of subconsultants are not required to be provided in DBF's proposal. (Submitted: Sep 9, 2019 11:51:48 AM EDT)

Answer

- See Addendum No. 3. (Answered: Oct 23, 2019 3:25:57 PM EDT)

Question 71

Article 2.2 requires the DBF to accept a "relationship of trust and confidence" between it and the City. This establishes the requested fiduciary relationship further expressed in Article 2.3. The DBF is an Independent Contractor where it is a conflict of interest to act as the City's fiduciary.

Article 2.2 also requires the DBF to warrant and represent it will furnish its "best skill and judgment" in performing the Work. This standard is inappropriate for both a contractor and a designer.

Article 2.2 also requires the DBF to "always act to further the interest of the City in the expeditious completion of the Project at the lowest cost to the City," which assumes we are the City's agent, representative or fiduciary. This Project provides the DBF a fixed schedule (with liquidated damages) and is based upon a fixed/Lump Sum GMP.

We request the following revisions:

2.2 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM is an Independent Contractor as described in Article 21. The DESIGN/BUILD FIRM warrants and represents to CITY that it will perform the Work according to prudent and customary construction practices and its Consultant(s) and sub-Consultant(s) will meet the applicable the Standard of Care in their respective performance of their professional practice(s).

2.3 By signing this Contract, the DESIGN/BUILD FIRM warrants and represents to the CITY that: (a) the DESIGN/BUILD FIRM has all licenses and certifications required by applicable laws; (b) the DESIGN/BUILD FIRM is experienced in all aspects of pre-construction and construction planning for projects similar to the Project; (c) no employees or affiliates of the DESIGN/BUILD FIRM, including all Sub-consultants, Subcontractors, and suppliers, at any tier, have been convicted of a public entity crime, fraud, theft, and/or a property damage crime within the preceding thirty-six (36) months from the time this Contract is executed, as required pursuant to Section 287.133, Florida Statutes. (Submitted: Sep 9, 2019 4:05:54 PM EDT)

Answer

- If a DBF has a request for the revision of terms and conditions such as listed above, it would be the responsibility of the proposer to submit those as a variance with their proposal. Further, the proposer should note if the variance is a requested change or a required change. The City will not unilaterally consider any change to any of the listed terms and conditions. (Answered: Sep 11, 2019 4:39:19 PM EDT)

Question 72

Will another sign-in sheet from the 9/10 pre-bid meeting be posted? (Submitted: Sep 11, 2019 10:39:24 AM EDT)

Answer

- 9.10.19 Sign In Sheet is posted. (Answered: Sep 11, 2019 6:16:39 PM EDT)

Question 73

Given that the City has a Security service/contractor that they currently use for cameras, access control, etc. Can an additional allowance be set up for the DBF to contract with them as the City's preferred supplier to provide the security modifications implied in the preliminary design documents. (Submitted: Sep 11, 2019 2:38:59 PM EDT)

Answer

- This expense can be accounted for in the Owner Contingency. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 74

Referencing page 33 - Financials states "Data provided for parent or child entities related to the applicant firm shall not be reviewed..." We are a wholly owned subsidiary of a publicly traded company who must submit our financials to the Securities and Exchange commission every year. As such our financial data is not available separate from our parent corporation. Please confirm that us submitting our parent financials with commentary on our place in the organization is acceptable. (Submitted: Sep 11, 2019 2:44:24 PM EDT)

Answer

- DBF or JV are to adhere to solicitation submittal requirements. (Answered: Oct 24, 2019 11:55:34 AM EDT)

Question 75

Please confirm that it is the intent of the DCP for the VPSA system to produce 40 ton per day of contained pure oxygen with a 92% average oxygen purity, at operating conditions of 104oF and 100% relative humidity without supplemental flow of oxygen from the LOX or other systems per specification 43 14 00 Section 1.02?

(Submitted: Sep 13, 2019 11:38:00 AM EDT)

Answer

- Paragraph 2.01.A.4 states that the lowest acceptable oxygen purity for any operating range is 90%; that is under ambient service conditions within the temperature and relative humidity ranges noted in 1.02.C. The minimum allowable oxygen purity for the average of all performance testing samples shall be 92%. Paragraph 3.02.B.2.b states the same. The lowest average allowable oxygen purity for the VPSA system is 92% for all operating ranges; service conditions are noted in paragraph 1.02.C. No supplemental flow of oxygen from the LOX or other systems will be allowed under any circumstance for performance testing. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 76

Knowing that 104oF and 100%RH will not be the actual ambient conditions during the testing of the VPSA system, how will the determination of meeting the specified oxygen production and quality be evaluated to meet the production requirements? (Submitted: Sep 13, 2019 11:38:22 AM EDT)

Answer

- See response to question 75. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 77

Is the owner requiring a warranty on the media life? (Submitted: Sep 13, 2019 11:38:46 AM EDT)

Answer

- See Addendum No. 2. (Answered: Oct 16, 2019 4:37:52 PM EDT)

Question 78

Please clarify Note 3 Drawing Y-01 "Contractor to demolish building before placement of New Electrical Building". Can the demolition be started early to allow the construction of the Electrical Building as-long-as plant operations are maintained? (Submitted: Sep 13, 2019 11:39:01 AM EDT)

Answer

- The demolition can start anytime after acceptance of the new VPSA system. The DBF can coordinate with operations to do early demolition of components that are not in service (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 79

There appear to be many existing utilities within the footprint of the demolition area that must remain in service. Pleass clarify which utilites must remain in place both during and after the demolition work. (Submitted: Sep 13, 2019 11:39:20 AM EDT)

Answer

- Per General Notes 1; demolish existing LOX system components except for LOX tanks and associated vaporizers and piping. DBF to determine with operations personnel what exact existing utilities are to be demolished and which are to be maintained. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 80

What is the anticipated time between the RFP submittal and the Notice of Award by the Owner? (Submitted: Sep 13, 2019 11:39:41 AM EDT)

Answer

- The anticipated duration from RFP submittal and the Notice to Award by the Owner is 4 months. Please note that the holiday season is concurrent during this period and may affect this estimated time, also, based on availability of shortlisted DBF to attend oral presentations. The City does not commit to this time as it maybe subjected to change. " (Answered: Oct 24, 2019 11:55:34 AM EDT)

Question 81

What is the Anticipated duration from the Notice of award and the Notice to Proceed by the Owner? (Submitted: Sep 13, 2019 11:40:00 AM EDT)

Answer

- The anticipated duration from Notice of Award and the Notice to Proceed by the Owner is 2 months. The City does not commit to this duration as it maybe subjected to change. " (Answered: Oct 24, 2019 11:55:34 AM

EDT)

Question 82

The drawings and DCP report indicate that we would not be able to start construction of the proposed new LOX Electrical Building until the demolition of the existing compressor building. The Compressor Building must stay in service until the new VPSA system has been in operation for 30 days. Section 7.0 Construction Time Frame in the DCP on page 11 does not provide adequate time to perform this work as per the table there 360 day to achieve substantial completion after the 100% design has been completed, VPSA Suppliers indicate it will take approximately 10 to 12 months from release for production before the VPSA equipment will be delivered to the site. This would only allow a 1 month to install the VPSA Equipment with 1 month for Operational Testing as required before we could start the demolition of the existing Compressor Building and related equipment in this area before the new LOX Electrical Building could start construction. We are requesting that a minimum of 3 months be added to the construction period. (Submitted: Sep 13, 2019 11:40:22 AM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 16, 2019 4:37:52 PM EDT)

Question 83

Section 7.0 Construction Time Frame in the DCP on page 11 does not include a period for building department review and permit approval. Initial Building Permit Submittals are not usually applied for until the design is near 100%. Time should be added to the design portion of the schedule to allow for working through the Building Permit process. We are requesting that a 3- month period be added to the design portion of the Construction Time Frame to allow for Building Department review and approval after which the permit can be issued to the contractor before commencement of construction. In case the permitting duration takes a longer anticipated timeframe, we request that the project duration be extended accordingly. (Submitted: Sep 13, 2019 11:40:45 AM EDT)

Answer

- See Addendum No. 2. (Answered: Oct 16, 2019 4:37:52 PM EDT)

Question 84

Please correct the Price Proposal Form by listing which proposal line items are included in each Sub-Total and correct the Total Construction Cost of Work from (Items 4-18) to Items (1-18) (Submitted: Sep 13, 2019 11:41:10 AM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 85

Please identify the equipment and materials that the owner intends to salvage, along with the location that it needs to be delivered to. (Submitted: Sep 13, 2019 11:41:29 AM EDT)

Answer

- See answer to question 22 above. (Answered: Oct 10, 2019 3:17:46 PM EDT)

Question 86

Please confirm that the existing concrete slabs in the areas designated to be demolished, would remain in place (Submitted: Sep 13, 2019 11:41:57 AM EDT)

Answer

- All concrete slabs and building foundations not required for the operation of the existing LOX system shall be removed. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 87

Please confirm that all underground utilities designated to be demolished, or decommissioned, would remain in place. (Submitted: Sep 13, 2019 11:42:16 AM EDT)

Answer

- All underground utilities designated to be demolished or decommissioned shall be removed. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 88

Will the contractor be able to purge the existing LOX system using the owner's existing equipment? (Submitted: Sep 13, 2019 11:42:33 AM EDT)

Answer

- The contractor shall provide the means and equipment required to purge the system. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 89

Please confirm that the contractor's scope of responsibility will end downstream of the oxygen flow meters, and that the oxygen reactors are not part of this project's scope. (Submitted: Sep 13, 2019 11:42:48 AM EDT)

Answer

- The contractor is responsible for the work outlined in Section 8.1.8 Biological Reactors Dissolved Oxygen, Total Suspended Solids Analyzer Replacement in the DCP. (Answered: Oct 3, 2019 12:09:45 PM EDT)

Question 90

In Section 4.2.2 of the RFP, Proposal Contact Person Information, the bottom of page 31 states, "If there are multiple firms proposed as one team, each firm must be identified. Complete and add signature form page." Do we need to provide the information denoted earlier in that section for each firm (i.e. legal name, FEIN, mailing address, and contact person name, title, email, phone, and fax?) or only provide the firm names that will be on the team? Also, where is the signature form page? (Submitted: Sep 16, 2019 7:56:51 AM EDT)

Answer

- See Addendum No. 3 (Answered: Oct 23, 2019 3:25:57 PM EDT)

Question 91

The RFP asks for resumes for key personnel in two different sections: page 33 under Qualifications of the Firm AND page 34 under Qualifications of the Team. In which section would the City like the resumes to be placed? (Submitted: Sep 16, 2019 7:57:07 AM EDT)

Answer

- The City wants the resumes to appear in the appropriate sections. Key personnel resumes of the DBF firm are to be represented under Qualifications of the Firm. Key resumes of team members are to be represented under Qualification of the Team with key staff resumes aligned by employment. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 92

Please confirm that the Qualifications of the Firm section is intended to be qualifications of the Design-Build Firm (DBF) or JV only. (Submitted: Sep 16, 2019 7:57:23 AM EDT)

Answer

- Correct. (Answered: Oct 16, 2019 4:37:52 PM EDT)

Question 93

Please confirm that the Qualifications of the Team section is intended to be qualifications of the firms that serve as subconsultants and subcontractors to the DBF or JV, and thereby make up the design-build team. (Submitted: Sep 16, 2019 7:57:53 AM EDT)

Answer

- Correct. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 94

In the Qualifications of the Team section (page 34), is the information requested in the first set of bullets for the individuals that serve on the team in all design and construction disciplines, or only for the seven key personnel? (Submitted: Sep 16, 2019 7:58:10 AM EDT)

Answer

- As written, The DBF must identify all design and construction disciplines and specialty consultants that the DBF intends to employ in the design and construction of this Project. (Answered: Oct 18, 2019 6:32:31 PM EDT)

Question 95

In the Subconsultants section on the bottom of page 34, two references are requested for each subconsultant. Are these intended to be project references or clients for whom the subconsultant has worked? (Submitted: Sep 16, 2019 7:58:28 AM EDT)

Answer

- References are intended to validate experience/qualifications in the subject matter area the sub-consultant is

being proposed to perform for the City. (Answered: Oct 18, 2019 6:32:31 PM EDT)

Question 96

Can you please clarify what information we are to provide regarding the education of the subconsultants (requested on the top of page 35)? As most subconsultants employ many people, it is difficult to define the education of a firm. (Submitted: Sep 16, 2019 7:58:40 AM EDT)

Answer

- Proposers are to submit all documentation necessary to represent it teams ability and capability to perform the work. (Answered: Oct 18, 2019 6:32:31 PM EDT)

Question 97

The Set Back Variance Approval was made on December 12, 2018 and the document states that building permits must be secured within 180 days of the date of entry of this order. This variance appears to be expired, has it been reinstated by the City of Ft Lauderdale. Please confirm the City has the responsibility to renew this variance. (Submitted: Sep 17, 2019 10:31:44 AM EDT)

Answer

- After communicating with City Attorney and Zoning it was determined this variance is null and void. A new application will be required. The selected DBF will be responsible to submit the application at the appropriate time, the Zoning Administrator is Mohammed Malik (954-828-6342) for the application. The City will assist in anyway necessary to process the application. Since an approval was already given a precedence has been set. (Answered: Oct 23, 2019 12:50:10 PM EDT)

Question 98

If the set back variance is not reinstated and the Design Build Contractor must comply with the 25'00" side yard set back for both the building and above ground storage tank this will require a revised design for building, VPSA System and site work. Please confirm that additional re-design work will be considered a changed condition and treated as a change order including additional project time and cost based upon the redesign scope. (Submitted: Sep 17, 2019 10:36:34 AM EDT)

Answer

- During the development of the design criteria package it was determined that it was important to have this setback requirement for the functionality of maintenance, that is, truck ingress and egress. (Answered: Oct 16, 2019 4:50:55 PM EDT)

Question 99

Please reference DCP 8.7.2 Design Criteria, on page 65 paragraph 4 the DCP states to extend plant's video surveillance, access control, enterprise communication, SCADA network, LEL control, public address and fire alarm to new VPSA and LOX buildings. DCP also indicates that these systems shall be compatible with the existing systems. Please provide the existing plant's manufacturer and or vendor for each of these systems so the DBF can accurately account for this cost as much of this can be proprietary. (Submitted: Sep 18, 2019 3:39:29 PM EDT)

Answer

- Sony Cameras (SNC Series) for video surveillance, HID Card Readers & Security 101 for card readers, more information on the enterprise communication will be required to answer question, MSA and General Monitors for LEL Control, Simples Grinnell for Public Address, No preference for fire alarms. The only proprietary item is for the SCADA network which the City uses Citect. (Answered: Oct 16, 2019 4:50:55 PM EDT)

Question 100

It was noted in the site visits on August 28th and September 10th and documented in Question 65 the City intends on issuing a revised price proposal form describing the process by which the DBF will be able to submit and the City will analyze and negotiate any proposed alternatives that may vary from the DCP. To date there are 99 questions asked and 46 still unanswered, including Question 65. In consideration of the amount of unknown information pending in these outstanding questions, the time required to price alternatives and the direct impact it has on providing a responsive proposal to the City, we request the City extend the due date by a duration of 3 weeks from October 15, 2019 to November 5, 2019 as well as the last date for questions from October 5, 2019 to October 26, 2019. (Submitted: Sep 23, 2019 10:20:17 AM EDT)

Answer

- See Addendum No. 2. (Answered: Oct 16, 2019 4:50:55 PM EDT)

Question 101

Please confirm that payments will be made for materials and equipment delivered to site, but not yet incorporated into the work. (Submitted: Sep 27, 2019 9:13:04 AM EDT)

Answer

- The City may consider paying for stored materials and equipment delivered to site provided that they have been inspected, are in good condition, inventoried, and protected at all times by DBF before being installed. Invoices will be required to be submitted as backup for payment. (Answered: Oct 10, 2019 4:44:19 PM EDT)

Question 102

Please confirm that owner will accept AIA bid bond, performance and payment bonds (Submitted: Sep 27, 2019 9:14:02 AM EDT)

Answer

- The City will accept bid bonds from licensed bonding companies. However, the City will provide the awarded DBF a Surety Bond form in compliance with and incorporating the provisions of Section 255.05, Florida Statutes. (Answered: Oct 16, 2019 4:50:55 PM EDT)

Question 103

Please confirm that Owner remains responsible as the generator for all pre-existing hazardous materials, will sign the applicable waste manifest and except for Contractors own negligence, will indemnify contractor regarding the disposal of any pre-existing hazardous materials. (Submitted: Sep 27, 2019 9:14:55 AM EDT)

Answer

- City will sign manifest as generator for all pre-existing hazardous materials. However, it is the responsibility of the DBF to properly dispose of the materials following all procedures set forth by DEP and DOT. The City will not indemnify the Contractor(s) for the disposal. (Answered: Oct 10, 2019 4:44:19 PM EDT)

Question 104

Please confirm that Contractor may furnish manufacturer warranties for items listed in section 3 - 3.20 part B. (Submitted: Sep 27, 2019 9:15:56 AM EDT)

Answer

- All equipment warranties shall be furnished by the manufacturer. Contractor furnished warranties shall only be accepted for work performed by the Contractor. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 105

Please confirm that there are no Federal funds on this project. (Submitted: Sep 27, 2019 9:17:03 AM EDT)

Answer

- Project is not Federally funded. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 106

Please confirm that there are no DBE requirements for this project. (Submitted: Sep 27, 2019 9:17:53 AM EDT)

Answer

- See answer to question 33 above. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 107

Please confirm that Contractor will be entitled to schedule and contract price adjustment should Owner elect to reject a subcontractor nominated by Contractor. (Submitted: Sep 27, 2019 9:19:30 AM EDT)

Answer

- No. It is the responsibility of the DBF/JV to provide Subcontractors or Subconsultants that are responsive and responsible. Contractor, Subcontractor, Consultants, Subconsultants working or providing services on this project, shall be registered and licensed to do business in the State of Florida. (Answered: Oct 18, 2019 6:28:28 PM EDT)

Question 108

Each of the approved acceptable manufacturers have different standard equipment that deviate somehow from the DCP requirement. Will the owner accept the standard systems they provide. (Submitted: Sep 27, 2019 9:21:38 AM EDT)

Answer

- The proposed equipment must meet standards and requirements set forth in the DCP. If the DBF chooses to

propose a system or equipment that deviates from DCP standards and requirements, the DBF shall clearly list and describe such deviations as Technical Exceptions in their proposal. (Answered: Oct 10, 2019 3:17:47 PM EDT)

Question 109

Please confirm that the last day for questions to be submitted to the Owner is October 4, 2019 per RFP Section 1.11 Inconsistencies that all questions must be submitted 10 days before the bid and not October 1, 2019 as stated on BidSync. (Submitted: Oct 1, 2019 8:11:51 AM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 16, 2019 3:38:02 PM EDT)

Question 110

When can we expect answers to the questions that have been posted and will the submittal date be moved to allow adequate time to review and respond to the answers provided to the questions by the Owner. As the response may create additional questions can the question deadline be extended to allow an opportunity to clarify any of the Owner's responses. (Submitted: Oct 1, 2019 9:15:42 AM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 16, 2019 3:38:02 PM EDT)

Question 111

In accordance with the Owner's instructions in response to question #3 we have reviewed the Cities Ordinance Chapter 17 and have the following questions. During construction which classification on Table 17-6 does this project reside? (Loudest noise allowed on this Table is 75 dBA out door for industrial and 65 dBA is the next highest sound) Will this project be exempt from these requirements or in accordance with 17-9 for large Transportation projects over 180 days can we apply due to special circumstances and duration of the project to the City Commission to approve a noise management plan that establishes project-specific noise regulations which would apply rather than the other regulation contained within the Chapter 17 Noise Ordinance? If so what is the procedure for making application? (Submitted: Oct 1, 2019 11:58:43 AM EDT)

Answer

- Please refer to Sec. 17-8 - Exemptions. (Answered: Oct 15, 2019 5:46:42 PM EDT)

Question 112

The drawings indicate the demolition of MCC's 2, 2A and 10A in the existing Cryogenic Building and the addition of a new MCC 2 in the proposed electrical building for LOX. Several pieces of existing equipment currently served by MCC's 2, 2A and 10A are to remain and be reconnected, powered, monitored and controlled through the new MCC 2 in the LOX electrical building. The Design Criteria Report indicates that these equipment items are currently monitored and controlled by the SCADA system through the PLC's located in the Pretreatment System and are to be migrated to the new LOX PLC control panel under this project scope. For LOX PLC sizing purposes, can the City provide a schedule of all discrete and analog IO to be migrated to the new LOX PLC control panel, including, but not limited to the following: LEL control system for Oxygen Reactors 1 and 2, the existing LOX plant system, two purge blowers, various Oxygen Reactor Train instruments, the Train B sample pump for Oxygen Reactor 1, and Sanitary Pump Station 1? (Submitted: Oct 1, 2019 12:42:59 PM EDT)

Answer

- The successful bidder shall research the existing plant process control system to determine existing signals after award. In the interest of critical facilities security, the City is not comfortable with putting the programming or control strategies out for public view. The awarded Contractor will be provided available I/O lists by the City and any available existing programming strategy. The contractor is urged to review available as-built drawings and the DCP data in preparing a bid. (Answered: Oct 15, 2019 5:46:42 PM EDT)

Question 113

Assuming that the existing PLC programming associated with the equipment and systems identified in question 1 are also to be migrated from the PLC's located in the Pretreatment System to the new LOX PLC control panel. Can the City identify and provide written descriptions of the control strategies to be migrated? (Submitted: Oct 1, 2019 12:43:22 PM EDT)

Answer

- Control strategies in the new VPSA plant PLC system will be generated from scratch by the successful bidder. Due to sensitivity of the information requested, the successful bidder will be given access to the existing

programming after contract award. Bidders should use available as-built drawings and the DCP in preparing a bid. (Answered: Oct 15, 2019 5:46:42 PM EDT)

Question 114

Will the City or the Contractor be responsible for the updates to the IO tags in the SCADA system databases for the migrated items? (Submitted: Oct 1, 2019 12:43:35 PM EDT)

Answer

- The successful contractor will perform updates to the SCADA IO tags for migrated system items. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 115

Will the City or the Contractor be responsible for the removal of unused control logic, register addresses, etc. for the migrated items? (Submitted: Oct 1, 2019 12:43:50 PM EDT)

Answer

- The successful contractor will perform updates to the SCADA IO tags for migrated system items. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 116

In the Design Criteria Report, Figure 8-8 shows the existing Oxygen Flow Valves Control Panel and Figure 8-9 shows the existing Oxygen Flow Control Valves feeding each train of the two Oxygen Reactors (one per train, four flow control valve systems in total). The top of page 20 of the Design Criteria Report basically states that the new DO analyzers (one per train) are to provide real time feedback to the VSPA project's control system to adjust the oxygen flow rates to each Oxygen Reactor train via the oxygen flow control valves. Is the Contractor to assume that the existing Oxygen Flow Valves Control Panel is to be demolished and the equivalent monitoring and control functionality be provided by the PLC control system? (Submitted: Oct 1, 2019 12:44:05 PM EDT)

Answer

- Correct. (Answered: Oct 15, 2019 5:46:42 PM EDT)

Question 117

If the existing Oxygen Flow Valves Control Panel is to be demolished and the functionality is to be provided through the PLC system, can the City provide a list of all discrete and analog IO associated with the flowmeters, flow control valves and any ancillary devices associated with the four Oxygen Flow Control Valve Systems? (Submitted: Oct 1, 2019 12:44:19 PM EDT)

Answer

- The successful bidder shall research the existing control panel and replicate the existing monitoring and control signals associated with each valve. Alternately, the bidder may elect to replace the valves with units implemented in the VPSA plant that are congruent with specification 43_14_00 and have signals known to the bidder. (Answered: Oct 15, 2019 5:46:42 PM EDT)

Question 118

The description of the sample room modifications Item 8 indicate four new on-line DO analyzers and two spare. Item 11 indicates two additional spare DO meters. Is item 11 a duplication? The drawings indicate a total of eight. Please confirm if a total of six analyzers or eight are to be supplied? (Submitted: Oct 1, 2019 12:44:33 PM EDT)

Answer

- Item 11 is a duplication. DBF to provide 4 new in-line DO sensors with analyzing meters and two in-line DO sensors with analyzing meters as spares. (Answered: Oct 15, 2019 5:50:25 PM EDT)

Question 119

The description of the sample room modifications Item 9 on page 19 indicate four new on-line TSS analyzers and two spare. The drawings indicate a total of eight. Please confirm if a total of six TSS analyzers or eight are to be supplied? (Submitted: Oct 1, 2019 12:44:47 PM EDT)

Answer

- Item 9 is correct. DBF to provide 4 new in-line TSS analyzers and two in-line TSS analyzers as spares. (Answered: Oct 15, 2019 5:50:25 PM EDT)

Question 120

There are two motorized valves (CV31201 and CV 31202) and four motorized gates (CG 31111, CG 31112, CG 31113 and 31114) which are shown to be powered out of MCC 2R. Are these valves and gates to be controlled by existing SCADA system PLC's or 'migrated' similar to other equipment items? If so, please provide IO list and control strategy narrative. (Submitted: Oct 1, 2019 12:45:00 PM EDT)

Answer

- The DCP does not indicate that hardwired signals associated with these units are to be moved from the existing plant control system to the VPSA PLC control system. This does not prevent the successful contractor from electing to integrate the signals associated with these items into the new VPSA control system as the functionality of these devices will likely be controlled by the VPSA plant control logic and a new control logic interface between the VPSA plant and existing plant control system will be required. (Answered: Oct 15, 2019 5:50:25 PM EDT)

Question 121

Based on our team's recent VPSA experience it is understood that the three major VPSA system manufacturers/suppliers (AirSep, Air Products, and Linde/Praxair) listed in the DCP are each unique and proprietary in different and varied ways. Since these are named manufacturers, can it be assumed that it is acceptable to the Owner that the standard equipment and services to be provided by each of these manufacturers/suppliers is acceptable with the understanding that the equipment and services provided meet the quality and performance criteria outlined in the DCP specification as well as the Owner's original design intent? (Submitted: Oct 1, 2019 1:19:25 PM EDT)

Answer

- THE DBF is responsible to review the City's standards for valves and electronics for the VPSA systems. The City is not providing a blanket statement that the manufacturer's standard equipment is acceptable. (Answered: Oct 15, 2019 5:50:25 PM EDT)

Question 122

The industry standard design life for the VPSA high performance valves is 5 million cycles between rebuilds and with proper maintenance and under normal operation should operate a minimum of 3 years before needing to be rebuilt. In addition, the industry standard warranty for high performance valves is 12 months from startup. Warranty's longer than this would result in substantially higher project costs. Therefore, in lieu of the 3 year parts and labor warranty requested in the DCP will the owner consider additional valve rebuild kits for the VPSA high performance valves? (Submitted: Oct 1, 2019 1:19:46 PM EDT)

Answer

- DBF to bid the project as stated in the DCP for warranty requirements. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 123

The specification for the vacuum and pressure blowers included in the DCP have many elements of a centrifugal type blower as the basis. All the major manufacturers/suppliers of VPSA equipment utilize rotary lobe type blowers (Howden Roots Blowers specifically). The design life for the rotary-lobe pressure and vacuum blowers is a minimum of 5 years between rebuilds with proper maintenance and under normal operation. In addition, the VPSA manufacturer/supplier standard warranty for rotary-lobe pressure and vacuum blowers is 12 months from startup. Warranty's longer than this would result in substantially higher project costs. Therefore, will the owner consider the standard 12 month parts and labor warranty? (Submitted: Oct 1, 2019 1:20:11 PM EDT)

Answer

- DBF to bid the project as stated in the DCP for warranty requirements. (Answered: Oct 16, 2019 2:02:24 PM EDT)

Question 124

The design life for VPSA vessels is a minimum of 20 years with proper maintenance and under normal operation. However, the VPSA manufacturer/supplier standard warranty for these vessels is 12 months from startup. Warranty's longer than this would result in substantially higher project costs. Therefore, in lieu of the 15 year replacement warranty requested in the DCP will the owner consider the industry standard warranty of 12 months in field repair? (Submitted: Oct 1, 2019 1:20:47 PM EDT)

Answer

- DBF to bid the project as stated in the DCP for warranty requirements. (Answered: Oct 16, 2019 2:02:24 PM

EDT)

Question 125

The specification for the PLC and HMI included in the design criteria are based on Allen Bradley components and protocols.Â More than one of the major manufacturers have standardized on Seimens components for the PLC and/or the HMI.Â Â Bidirectional communication is not possible with Seimens program currently with existing SCADA.Â Allen Bradley HMI may have inadequate sample speed and storage for control of some VPSA systems.Â This would increase the project cost to develop protocols and programming to use Allen Bradley components solely.Â Is Allen Bradley required or can Seimens components be used where standard for the VPSA manufacturer/supplier?Â (Submitted: Oct 1, 2019 1:21:11 PM EDT)

Answer

- The City is standardizing on Rockwell Automation Projects across the water and wastewater infrastructure. Use of other manufacturer platforms is not permitted. (Answered: Oct 15, 2019 5:50:25 PM EDT)

Question 126

Will the opening date be extended? (Submitted: Oct 4, 2019 4:47:54 PM EDT)

Answer

- Yes, and addendum will be posted sometime next week. (Answered: Oct 4, 2019 4:50:48 PM EDT)