

Solicitation 12417-903

Fort Lauderdale Executive Airport NRA Mitigation & Maintenance

Bid Designation: Public



City of Fort Lauderdale

Bid 12417-903

Fort Lauderdale Executive Airport NRA Mitigation & Maintenance

Bid Number **12417-903**
 Bid Title **Fort Lauderdale Executive Airport NRA Mitigation & Maintenance**

Bid Start Date **Aug 12, 2020 1:43:34 PM EDT**
 Bid End Date **Sep 22, 2020 2:00:00 PM EDT**
 Question & Answer End Date **Sep 3, 2020 5:00:00 PM EDT**

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

Bid Contact **Tanisha Boynton**
Sr. Procurement Specialist
PW
tboynton@fortlauderdale.gov

Contract Duration **365 days**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**

Bid Comments **This Project is located at Fort Lauderdale Executive Airport in the City of Fort Lauderdale. The work includes, but is not limited to, develop a portion of Parcel 21B, located north of Commercial Blvd. and west of N.W. 21st Avenue as a parking lot for airport tenant employees, rental car companies, and long term customer parking. The parcel is approximately 6.0 acres and is designated as a Natural Resource Area (NRA) #70 by Broward County Environmental Protection and Growth Management Department (BCEPGMD). As such, BCEPGMD is requiring that a conservation easement be established within the southern border of Parcel 21B (approximately 2.3 acres). This area would be separate from the rest of the parcel and will require mitigation and enhancement as a condition of issuing a Tree Removal License. In addition, nuisance, invasive exotic maintenance will be required for a period of one (1) year after final acceptance of the work. The work includes, but is not limited to, permitting, installing and maintaining tree preservation barricades, exotic species removal and off-site disposal, planting and maintenance of various native species within the NRA, installation of chain link fencing and gate, and providing nuisance/exotic maintenance for a three year period after final acceptance of the work.**

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

Licensing Requirements: Possession of a State of Florida Pesticide Applicators License, Class "A" Broward County Tree Trimmers License and all other applicable licenses required to perform all services herein.

Bid Security: A bid bond for FIVE percent (5%) of the bid amount shall accompany each bid.

Electronic Bid Opening: All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a Virtual

“Zoom Meeting” or similar type platform by using the following information:

ZOOM MEETING INFORMATION:

Join ZoomGov Meeting

<https://fortlauderdale.zoomgov.com/j/1603233632?pwd=WStPY3QydGhrdXQ3T045Q3kxNTAzUT09>

Meeting ID: 160 323 3632

Password: 132206

Mobile Phone One-tap Dial:

+16692545252,,1603233632# US (San Jose)

+16468287666,,1603233632# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

Meeting ID: 160 323 3632

Find your local number: <https://fortlauderdale.zoomgov.com/u/abc22FCJP>

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

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

Added on Sep 14, 2020:

Addendum No. 1:

Licensing Requirements Revised

Bids Due Date Changed: From September 18, 2020 at 2:00PM to September 22, 2020 at 2:00PM.

BidSync Required Vendor Qualifications "**REMOVED**"

Addendum # 1

New Documents	Addendum No. 1 - Required Vendor Qualifications - Licensing - Bids Due Date Change.pdf		
Previous End Date	Sep 18, 2020 2:00:00 PM EDT	New End Date	Sep 22, 2020 2:00:00 PM EDT
Previous Required Qualifications	TREE TRIMMER LICENSE ARBORIST PESTICIDE APPLICATION LICENSE CERTIFIED ARBORIST		
	New Required Qualifications		

Item Response Form

Item	12417-903--01-01 - Tree Preservation Barricade installation / erosion control / site delineation
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Tree Preservation Barricade installation / erosion control / site delineation installation / removal upon completion/ MOT.

Item **12417-903--01-02 - Nuisance, Invasive Exotic Services**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Nuisance invasive exotic/debris /litter removal and disposal in Parcel 21B NRA Conservation Area.

Item **12417-903--01-03 - 3 gallon - Saw Palmetto (Serona repens)**

Quantity **1393 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1393

Description

3 gallon - Saw Palmetto (Serona repens).

Item **12417-903--01-04 - 1 gallon - Saw palmetto (Serona repens)**

Quantity **3124 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3124

Description

1 gallon - Saw palmetto (Serona repens).

Item **12417-903--01-05 - 1 gallon - Fakahatchee Grass (Tripsacum dactyloides)**

Quantity **2230 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2230**Description**1 gallon - Fakahatchee Grass (*Tripsacum dactyloides*).

Item 12417-903--01-06 - 15 gallon - Slash Pine (*Pinus elliotti*) (min 1-inch caliper)**Quantity** 46 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 46**Description**15 gallon - Slash Pine (*Pinus elliotti*) (min 1-inch caliper).

Item 12417-903--01-07 - 25 gallon - Laurel Oak (*Quercus laurifolia*) (min 1.75-inch caliper)**Quantity** 67 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 67**Description**25 gallon - Laurel Oak (*Quercus laurifolia*) (min 1.75-inch caliper).

Item 12417-903--01-08 - 15 gallon - Laurel Oak (*Quercus laurifolia*) (min 1-inch caliper)**Quantity** 51 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 51**Description**15 gallon - Laurel Oak (*Quercus laurifolia*) (min 1-inch caliper).

Item 12417-903--01-09 - 1 gallon - Sword Fern (*Nephrolepis exaltata*)**Quantity** 490 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 490

Description1 gallon - Sword Fern (*Nephrolepis exaltata*).

Item **12417-903--01-10 - 1 gallon - Wild Coffee (*Psychotria nervosa*)**
Quantity **1897 each**Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1897
Description1 gallon - Wild Coffee (*Psychotria nervosa*)

Item **12417-903--01-11 - 1 gallon - Cocoplum (*Chrysobalanus icaco*)**
Quantity **547 each**Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 547
Description1 gallon - Cocoplum (*Chrysobalanus icaco*).

Item **12417-903--01-12 - 1 gallon - Beautyberry (*Callicarpa americana*)**
Quantity **1250 each**Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1250
Description1 gallon - Beautyberry (*Callicarpa Americana*).

Item **12417-903--01-13 - 25 gallon - Cabbage Palm (*Sabal palmetto*)**
Quantity **20 each**Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 20
Description25 gallon - Cabbage Palm (*Sabal palmetto*).

Item **12417-903--01-14 - Palm Relocation**

Quantity **8 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 8

Description

Palm Relocation

Item **12417-903--01-15 - Oak tree Relocations**

Quantity **4 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 4

Description

Oak tree Relocations.

Item **12417-903--01-16 - Preserve area signage Parcel 21 NRA area (approximately 1 sign every 150 feet)**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 10

Description

Preserve area signage Parcel 21 NRA area (approximately 1 sign every 150 feet).

Item **12417-903--01-17 - Standard 8 foot high Chain Link Fence**

Quantity **1500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1500

Description

Standard 8 foot high Chain Link Fence.

Item **12417-903--01-18 - Standard Chain Link Double Gate 8 foot high x 12 foot wide opening**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Standard Chain Link Double Gate 8 foot high x 12 foot wide opening.

Item **12417-903--01-19 - Nuisance, Invasive Exotic Maintenance (1 Year) After Acceptance**
Quantity **36 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 36

Description

Nuisance Invasive Exotic Maintenance for One (1) year after acceptance.

Item **12417-903--01-20 - Tree relocation for Natural Resource Area (NRA)**
Quantity **1 lump sum**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Tree relocation for Natural Resource Area (NRA).

Item **12417-903--01-21 - Mobilization**
Quantity **1 lump sum**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Mobilization.

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

BID NO.: 12417-903

PROJECT NO. P12459

**Fort Lauderdale Executive Airport (FXE)
Parcel 21B Natural Resource Area (NRA)
Mitigation and Maintenance**



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

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

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

INVITATION TO BID (continued)

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **September 18, 2020**, and opened online immediately thereafter for **BID NO., 12417-903, PROJECT NO., P12459, Fort Lauderdale Executive Airport (FXE) Parcel 21B Natural Resource Area (NRA) Mitigation and Maintenance.**

All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a Virtual "Zoom Meeting" or similar type platform by using the following information:

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<https://fortlauderdale.zoomgov.com/j/1603233632?pwd=WStPY3QydGhrdXQ3T045Q3kxNTAzUT09>

Meeting ID: 160 323 3632

Password: 132206

Mobile Phone One-tap Dial:

+16692545252,,1603233632# US (San Jose)

+16468287666,,1603233632# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

Meeting ID: 160 323 3632

Find your local number: <https://fortlauderdale.zoomgov.com/u/abc22FCJP>

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

This Project consists of Drawing File No., 4-140-68, 8 sheets.

This Project is located at Fort Lauderdale Executive Airport in the City of Fort Lauderdale. The work includes, but is not limited to, develop a portion of Parcel 21B, located north of Commercial Blvd. and west of N.W. 21st Avenue as a parking lot for airport tenant employees, rental car companies, and long-term customer parking. The parcel is approximately 6.0 acres and is designated as a Natural Resource Area (NRA) #70 by Broward County Environmental Protection and Growth Management Department (BCEPGMD). As such, BCEPGMD is requiring that a conservation easement be established within the southern border of Parcel 21B (approximately 2.3 acres). This area would be separate from the rest of the parcel and will require mitigation and enhancement as a condition of issuing a Tree Removal License. In addition, nuisance and exotic maintenance will be required for a period of one (1) year after final acceptance of the work.

The work includes, but is not limited to, permitting, installing and maintaining tree preservation barricades, exotic species removal and off-site disposal, planting and maintenance of various native species within the NRA, installation of chain link fencing and gate, and providing nuisance/exotic maintenance for a three year period after final acceptance of the work.

ITB-1

INVITATION TO BID (continued)

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

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

Drawing Plans: Drawing plans may be obtained **free of charge** at BIDSYNC.COM.

Bid Security: A bid bond for **FIVE percent (5%)** of the bid amount shall accompany each proposal.

Bid Bonds:

Bidders can submit bid bonds for projects **two** different ways:

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) If bid bonds are not submitted via **Surety 2000**, Bidders may upload their original executed bid bond on Bidsync to accompany their bids with the electronic proposal. Bid bond shall be written by a surety insurer authorized to do business in the State of Florida as surety, in accordance with Section 255.05, Florida Statutes. Insufficient bid bond surety shall automatically constitute a failure on the part of the Contractor and shall be grounds for rejection of your bid.

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

BID BOND - A bid bond shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

ADDITIONAL ITEMS OR SERVICES: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

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

CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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

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

BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <http://www.fortlauderdale.gov/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://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

COPIES OF DRAWING PLANS - Drawing plans may be obtained **free of charge** at BIDSYNC.COM.

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2019), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2019), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are

INSTRUCTIONS TO BIDDERS (continued)

concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

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

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

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

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

LOBBYING ACTIVITIES - **ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>

SPECIAL CONDITIONS (continued)

PROJECT12459

SPECIAL CONDITIONS**01. PURPOSE**

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

02. TRANSACTION FEES

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

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through BidSync at www.bidsync.com, **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Tanisha Boynton, Senior Procurement Specialist**, at **(954) 828-4797** or email at Tboynton@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **30** calendar days (**20 Working Days**) of the date of the Notice to Proceed. During this period the Contractor shall provide submittals for review and approval, obtain permits, establish staging area and begin mobilization.
- 5.2 The Work shall be Substantially Completed within **72** calendar days (**50 Working Days**) after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **102** calendar days (**70 Working Days**) after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.4 Monitoring shall commence upon Final Completion Date in accordance with this Agreement for the duration of **365** calendar days (261 Working Days).

SPECIAL CONDITIONS (continued)

PROJECT12459

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

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

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

06. BID SECURITY

A bid bond for **FIVE** percent (5%) of the bid amount shall accompany each proposal.

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award:
Contractor shall be properly licensed in the State of Florida to conduct all activities outlined in the scope of services.

Contractor shall possess Pesticide Applicators license, Class A Broward County tree trimmers license, and Certified arborist license.

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor shall have at least five (5) years previous construction experience in constructing additions / modifications to existing public buildings, in the State of Florida. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by contractor; and client's name, address, telephone number and e-mail address.

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

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

SPECIAL CONDITIONS (continued)

PROJECT12459

09. BID ALLOWANCE

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

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

Allowance	\$
Additional labor allowance	\$5,000.00
Additional material allowance	\$5,000.00
TOTAL	\$10,000.00

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

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

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

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

The following insurance policies and coverages are required:

10.1.1 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

SPECIAL CONDITIONS (continued)

PROJECT12459

Policy must include coverage for contractual liability and independent contractors.

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

10.1.2 Business Automobile Liability

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

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

10.1.3 Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

SPECIAL CONDITIONS (continued)

PROJECT12459

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS (continued)

PROJECT12459

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

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

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

12. **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as **Khant Myat, P.E**, whose address is **100 North Andrews, 4th Floor, Fort Lauderdale, Florida 33301-1016**, telephone number: **(954) 828-5061**, and email address is Kmyat@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum **One Hundred and Fifty Dollars (\$150.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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

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

15. **WORK SCHEDULE (including overtime hours):**

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**
City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

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

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

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

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

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 12417-903, Project Number, P12459, which was opened on _____; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

ARTICLE 2 – SCOPE OF WORK

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

FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B
NATURAL RESOURCE AREA (NRA) MITIGATION AND MAINTENANCE
ITB 12417-903 PROJECT P12459

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

PROJECT DESCRIPTION

This Project is located at Fort Lauderdale Executive Airport in the City of Fort Lauderdale. The work includes, but is not limited to, develop a portion of Parcel 21B, located north of Commercial Blvd. and west of N.W. 21st Avenue as a parking lot for airport tenant employees, rental car companies, and long-term customer parking. The parcel is approximately 6.0 acres and is designated as a Natural Resource Area (NRA) #70 by Broward County Environmental Protection and Growth Management Department (BCEPGMD). As such, BCEPGMD is requiring that a conservation easement be established within the southern border of Parcel 21B (approximately 2.3 acres). This area would be separate from the rest of the parcel and will require mitigation and enhancement as a condition of issuing a Tree Removal License. In addition, nuisance and exotic maintenance will be required for a period of one (1) year after final acceptance of the work.

The work includes, but is not limited to, permitting, installing and maintaining tree preservation barricades, exotic species removal and off-site disposal, planting and maintenance of various native species within the NRA, installation of chain link fencing and gate, and providing nuisance/exotic maintenance for a three year period after final acceptance of the work.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Khant Myat, P.E., whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-5061, and email address is kmyat@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets [4-140-68] to [8] inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., 12417-903, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 12417-903, dated _____.
- 4.13 Schedule of Completion and Schedule of Values.
- 4.14 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Agreement
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.

- f. This Agreement dated _____, and any attachments.
- g. Invitation to Bid No., 12417-903, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., 12417-903, dated _____.
- i. Schedule of Values.
- j. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 30 calendar days of the date of the Notice to Proceed. During this period the Contractor shall provide submittals for review and approval, obtain permits, establish staging area and begin mobilization.
- 5.2 The Work shall be Substantially Completed within 72 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 102 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.4 Monitoring shall commence upon Final Completion date in accordance with this Agreement for the duration of 365 calendar days.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price, which shall not exceed the amount of \$ [REDACTED], constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

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

- 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 7.5.4 Damage to another contractor not remedied.
- 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
- 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.
- 8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and

maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

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

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

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between **8 a.m. and 5:00 p.m.**, Monday through Friday.

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

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

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

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

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

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

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

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

8.17.1 Flow of material and equipment from suppliers.

8.17.2 The interrelated work with affected utility companies.

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

8.17.4 The effort of independent testing agencies.

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

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

- 8.19 Safety and Protection:

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

8.19.1.1 All employees working on the project and other persons who may be affected thereby.

8.19.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.19.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.19.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless

otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.20 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.21 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.22 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

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

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

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to

mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

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

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

8.24 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file

a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.

9.3 Technical Clarifications and Interpretations:

9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

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

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

ARTICLE 10 – BONDS AND INSURANCE

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

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

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

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

10.3 Insurance

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

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

The following insurance policies and coverages are required:

10.3.2 Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

10.3.3 Business Automobile Liability

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

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

10.3.4 Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance

currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

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

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

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

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

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

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

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

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

if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of

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

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

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

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

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

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

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of

such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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

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

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

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

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

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

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

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

14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

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

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

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1.

Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Hundred and Fifty Dollars (\$150.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

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

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

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

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

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

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

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

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

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

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

effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

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

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

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

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

17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified

mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

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

ARTICLE 18 – DISPUTE RESOLUTION

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

mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301-1016

with copy to the:

Project Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301-1016

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge

that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

ARTICLE 21 – GOVERNING LAW

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

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be

delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or

Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If City or Consultant incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301-1016.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SAMPLE CONSTRUCTION AGREEMENT

Fort Lauderdale Executive Airport (FXE) Parcel 21B Natural Resource Area
(NRA) Mitigation and Maintenance
(Contractor)
Project 12459

CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida

By: _____
CHRISTOPHER J LAGERBLOOM
City Manager

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida corporation.

By _____

Print Name_____
Print Name_____
Title_____
Print Name

ATTEST:

Print Name:_____
Title:

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, (NAME OF AUTHORIZED OFFICER) as _____, (TITLE OF AUTHORIZED OFFICER) for _____ (NAME OF COMPANY), a Florida _____ (TYPE OF COMPANY).

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

GENERAL CONDITIONS

Unless otherwise modified in the Projects Special Conditions, the following General Conditions shall be part of the Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Notice" - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by

hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

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

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

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

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

"Sub-contractor" - 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 ensure 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 - SUB-CONTRACTOR - 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 Sub-contractors. No Work shall be done by any Sub-contractor until such Subcontractor has been officially approved by the Public Works Director. A sub-contractor 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 Sub-contractors and the Sub-contractor 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 sub-contractor, 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 Sub-contractors 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 sub-contractor 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 sub-contractor 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 undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the job operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.

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

GC - 10 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Public Works Director, and shall notify the Public Works Director of all errors, omissions, conflicts and discrepancies found therein within three (3) working

days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

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

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

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

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

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

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

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

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

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

GC - 16 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the

contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

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

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

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

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

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

Should the Contractor fail to abate a dust nuisance by the above methods, 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 its 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 its Work and dispose of his materials so as to not interfere with the operation of other contractors engaged upon adjacent work and to join its Work to that of others in a proper manner and to perform its 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 it or its 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 - As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE 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, Florida 33301-1016

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "A"
SUMMARY OF WORK****PART 1 - GENERAL****1.01 RELATED DOCUMENTS:**

All applicable provisions of the Bidding and Contract Requirements, and applicable environmental permits shall govern the work under this Section.

1.02 WORK INCLUDED:

Work under this contract includes furnishing materials, labor, tools, equipment, supervision and incidentals necessary to remove and treat exotic and nuisance vegetation, plant native species, clear, grub and dispose of vegetation, litter and debris, and sign installation. This scope is to relocate specified trees from the future development/parking lot into the Natural Resource Area (NRA), remove nuisance/invasive exotic/ or specified trees or stumps from the NRA, planting native vegetation in the NRA, perimeter protection of the NRA, recurring maintenance of the NRA. Pricing to include all services and efforts to meet the project intent including certified arborist, mobilization, demobilization, labor, transport, fuel, insurance, materials, herbicide, chemicals, grade restoration after clearing, etc. No separate payment will be made for those items.

1.04 SUBMITTALS:**A. Submit the following:**

1. Shop drawings for chain link fence and gate.
2. Shop drawings for the mitigation sign.
3. Verification of all required licenses and memberships
4. Proposed Nursery locations

1.05 APPLICABLE STANDARDS AND SPECIFICATIONS:

Comply with the following standards and specifications for all materials, methods, and workmanship.

1.06 LICENSING REQUIREMENTS:

The CONTRACTOR shall be properly licensed to conduct all activities outlined in the scope of services and have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the CITY.

1.07 EXCESS MATERIAL:

- A. All vegetation, debris, litter and refuse will be removed off-site (by CONTRACTOR) for appropriate use or disposal. However, transient generated waste, litter, miscellaneous debris and exposed construction debris is to be removed and disposed of off-site appropriately by the CONTRACTOR.
- B. It is the CONTRACTOR'S responsibility to provide an area for all materials suitable or unsuitable vegetation, debris, concrete or other unsuitable materials to be legally used or disposed.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

1.08 SITE INVESTIGATION:

The CONTRACTOR, by virtue of signing the Contract, acknowledges that the CONTRACTOR and all the CONTRACTOR'S subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; load limits and widths for roads and bridges, hydrologic influence; presence of underground utilities; disposal, handling and storage of materials; access to the sites; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate the site conditions shall not be grounds for additional contract price or contract time. Prior to commencing with the work, the CONTRACTOR shall perform a location investigation of existing underground utilities and facilities and shall have obtained all required permits and permissions.

1.09 WORK RESTRICTIONS:

Additional coordination or authorization will be required with the CITY for working hours prior to 7am or after 6pm. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, parking lots, paths, waterways, and utilities.

1.10 MITIGATION AREA SIGNAGE:

The CONTRACTOR shall be responsible for providing, siting, and installation of the required mitigation signage on Fort Lauderdale Executive Airport (FXE) Parcel 21B. Coordination with CITY, CITY'S REPRESENTATIVE, COUNTY, and permitting agency will be required prior to installation. Signage shall be placed facing outward approximately 150' apart around the perimeter of the mitigation area. Signage shall be installed securely with minimum two stainless steel bolts secured through metal signposts with minimum two-foot buried depth and four foot of clearance between natural ground elevation and the bottom of the sign. Signage shall be made of aluminum material, 24" x 24" in size. Face color of the sign shall be white, a black border with a width of 1/4", text font should be black Arial and a 1" minimum in size and shall read:

**"NO TRESPASSING OR LITTERING
SITE IS DESIGNATED MITIGATION PRESERVE AREA
CITY OF FORT LAUDERDALE"**

1.11 PROJECT MEETINGS

A. Preconstruction Conference:

1. Prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by the CITY, CITY REPRESENTATIVE, the CONTRACTOR'S Project Manager, its Superintendent, and relevant SUBCONTRACTORS. Other attendees may include be:

- a. Representatives of the CITY.
- b. Governmental representatives as appropriate.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

- c. Representatives of the local utility companies.
 - d. Representatives of regulatory agencies.
2. The CONTRACTOR shall bring the preconstruction conference submittals in accordance with contractor Submittals section.
3. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished by the CITY prior to the meeting date. However, the agenda should include all the items listed below.
- a. Status of CONTRACTOR'S insurance and bonds.
 - b. CONTRACTOR'S tentative schedules.
 - c. Transmittal, review, and distribution of CONTRACTOR'S submittals.
 - d. Processing applications for payment.
 - e. Maintaining record documents.
 - f. Critical work sequencing.
 - g. Field decisions and Change Orders.
 - h. Use of site, office and storage areas, security, and housekeeping.
 - i. Major equipment deliveries and priorities.
 - j. CONTRACTOR'S assignments for safety and first aid.
 - k. Daily Report Form.
 - l. Submittal Transmittal Form.
 - m. Importance of construction safety, emergency points of contact (fire, rescue, police, etc.).
 - n. Periodic Updates.
4. The CITY and CITY REPRESENTATIVE will preside at the pre-construction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
5. The CITY, CITY REPRESENTATIVE, and CONTRACTORS will plan on the conference taking up to two hours.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****B. Progress Meetings:**

1. The CONTRACTOR shall schedule and hold regular progress meetings at least bi-weekly and at other times as requested by CITY or as required by progress of the WORK. The CONTRACTOR, CITY REPRESENTATIVE shall attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other contractors.
2. The CITY or CITY REPRESENTATIVE will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems that may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

1.12 MEASUREMENT AND PAYMENT:

1. Items designated as each shall be paid based on completed installation and verification.
2. The following items will be paid on a monthly prorated basis for the accepted project schedule for the lump sum fee (provided the required performance and compliance is maintained – otherwise payment will be withheld):
 - a. Tree Preservation Barricade installation / erosion control / site delineation installation / removal upon completion / MOT.
 - b. Nuisance exotic / debris / litter removal and disposal in Parcel 21B NRA Conservation area.
3. Payment for fence shall be based on the overall completion and installation and acceptance of the fence. The unit price shall be used for additive or deductive pricing if there is a variation from the plans.

END OF EXHIBIT "A"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION & MAINTENANCE
PROJECT 12459**

**EXHIBIT "B"
SITE PREPARATION**

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide all labor, materials, equipment and incidentals required to perform all clearing, grubbing, and stripping of topsoil complete as specified in the contract documents.
- B. The CONTRACTOR'S attention is directed to any Soil Erosion and Sediment Control Ordinances and/or regulations in force. The CONTRACTOR shall comply with all applicable sections of these ordinances and/or regulations.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 CLEARING AND GRUBBING

- A. Except as otherwise directed the CONTRACTOR shall cut, grub, remove and dispose of all trees, stumps, brush, shrubs, roots and any other objectionable material within proposed fence location as illustrated on the plans.
- B. All trees, stumps, brush, shrubs, roots (identified on the plans for removal of tree (s) or stump(s)) and other objectionable material shall be cut, grubbed, removed and disposed of from areas as identified.
- C. CONTRACTOR shall protect trees or groups of trees, designated by the CITY or CITY REPRESENTATIVE to remain, from damage by all construction operations by erecting suitable barriers, or by other approved means. Clearing operations shall be conducted in a manner to prevent falling trees from damaging trees designated to remain.
- D. The NRA area shall be protected from damage and no equipment or materials shall be stored in these areas.
- E. No stumps, trees, limbs, or brush shall be buried in any filled areas.

3.2 STRIPPING

- A. Striping of topsoil in proposed parking area limits of construction is not included in this scope of work.

3.3 DISPOSAL OF MATERIALS

- A. All tree trunks, limbs, roots, stumps, brush, foliage, other vegetation and objectionable material shall be removed from the Site and disposed of in a manner satisfactory to the CITY. CONTRACTOR shall not store, dispose or place any material from the 21B NRA area onto the adjacent parcel. The cost of disposal (including hauling) of cleared

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and grubbed material and debris shall be considered a subsidiary obligation of the CONTRACTOR; the cost of which shall be included in the contract Bid price.

B. Burning of cleared and grubbed materials will not be permitted.

3.4 PRESERVATION OF ADJACENT PRIVATE PROPERTY

A. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of adjacent property private along the route of the construction and construction perimeter.

B. Improvements to the land such as fences, walls, outbuilding, and other structures that of necessity must be removed, shall be replaced with equal or better-quality materials and workmanship.

C. The CONTRACTOR shall clean up the construction site across adjacent private property directly after construction is completed upon approval of the CITY or ENGINEER.

D. Any commercial signs, disturbed or removed, shall be restored to their original condition within 24 hours.

3.5 PRESERVATION OF PUBLIC PROPERTY

A. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of adjacent of public lands, parks, rights-of-way, and easement. CONTRACTOR shall restore all other damaged areas.

3.6 EXCAVATED MATERIALS UNSUIABLE FOR CONVENTIONAL DISPOSAL

A. It will be the CONTRACTOR'S responsibility to properly dispose of materials unsuitable for conventional disposal. The cost of disposal shall be included in the Bid.

END OF EXHIBIT "B"

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**EXHIBIT "C"
NUISANCE, INVASIVE EXOTIC SPECIES
REMOVAL AND MAINTENANCE**

PART 1 – GENERAL:

1.01 DESCRIPTION OF WORK:

A. Scope:

The work covered in this Section shall be defined as the Maintenance Phase of the Project and consist of furnishing all labor, materials, and equipment necessary to perform all nuisance, invasive exotic species removal and treatment in the designated areas, as specified. This work shall consist of the following:

1. Nuisance, invasive exotic plant "maintenance" activities shall include regular herbicide treatment and/or physical eradication of nuisance, invasive exotic plant species within the area monthly for a one (1) year period from the initial Completion of Construction Phase.

B. Nuisance Invasive Exotic Species:

The CONTRACTOR and/or CONTRACTOR'S REPRESENTATIVE shall be responsible for the control of nuisance, invasive exotic species including but not limited to the following:

- Brazilian pepper (*Schinus terebinthifolius*)
- Australian pine (*Casuarina spp.*)
- Cowpea (*Vigna sp.*)
- Plants included on the FDEP List of Prohibited Aquatic Plants, Florida Exotic Pest Plant Council's (FEPPC) List of Florida's Most Invasive Species (latest edition).
- Any other exotic or nuisance plant species that may adversely impact the natural growth of desirable plant species in the mitigation areas as stipulated in the applicable permits or as determined by the CITY or the CITY'S REPRESENTATIVE.
- Species identified in the permits.

C. Schedule:

Maintenance shall be performed monthly for a period of one (1) year after Final Completion of Planting Phase to maintain conditions of compliance as indicated in the environmental permits. It shall be responsibility of CONTRACTOR to initially remove all nuisance, invasive exotic vegetation prior to plant installation. CONTRACTOR shall be responsible for intermittent maintenance until planting is completed and accepted before the one year of monthly maintenance starts.

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The CONTRACTOR has full responsibility for systematically treating the areas indicated. Areas not treated or not responding to treatment may be required to be retreated at CONTRACTOR'S expense if so determined by the CITY.

1.02 QUALITY ASSURANCE:**A. Qualifications:**

All work shall be undertaken by a CONTRACTOR specializing in selective nuisance, invasive exotic plant control. The CONTRACTOR shall employ a competent, experienced superintendent who is a licensed aquatic herbicide applicator in good standing with the Florida Department of Agriculture and Consumer Services (FDACS) and all other regulatory agencies having jurisdiction over such licensure to supervise nuisance, invasive exotic plant control work at all times. Superintendent shall be responsible for all nuisance, invasive exotic plant treatments in compliance with contract documents, environmental permits, and applicable limitations of licensure. Prior to commencement, the CONTRACTOR shall provide proof of all licenses, certifications, or registrations required to perform nuisance, invasive exotic plant control work. To demonstrate ability and experience necessary for this project, CONTRACTOR shall submit:

1. Evidence of herbicide control certification by the Florida Department of Agriculture and Consumer Services in the Natural Areas, Right-of-Way, or Aquatics category.

B. Source Quality Control:

All nuisance, invasive exotic plant control materials shall be shipped with certificates of inspection as required by governing authorities.

C. Field Inspections:**1. Herbicides:**

Herbicides will be available at the site for inspection by the CITY or the CITY'S REPRESENTATIVE before they are used in the nuisance, invasive exotic plant control operations. If necessary, samples shall be taken and analyzed by a certified lab at the CONTRACTOR'S expense.

2. On-Site Observations:

At any time during the nuisance, invasive exotic plant control work by the CONTRACTOR, the CITY or the CITY'S REPRESENTATIVE may visit the site to observe work underway. Upon request, the CONTRACTOR shall be required to exhibit work as directed by the CITY or the CITY'S REPRESENTATIVE without compensation. Should the materials or workmanship not meet the standard specifications herein, the CONTRACTOR shall correct the problem at his/her expense.

The CONTRACTOR shall at all times provide on-site a Ground Crew Supervisor certified by the Florida Department of Agriculture and Consumer Services as part of the work force. The CONTRACTOR shall provide the name and qualifications of Ground Crew Supervisor to the City or City's Representative. Ground Crew Supervisors will be responsible for:

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- a) Coordination with site manager on a daily/weekly basis.
- b) All control activities and safety on project sites.
- c) Assuring all contract crews are knowledgeable of, and remain within property and treatment boundaries.
- d) Assuring appropriate herbicide labels, Material Data Safety Sheets (MSDS), and a copy of the executed task assignment with maps showing the site.
- e) Avoiding damage to native vegetation and wildlife.
- f) Strict adherence to all herbicide label application, precautionary, and safety statements.

All Ground Crew Supervisors shall obtain certification by the Florida Department of Agriculture and Consumer Services in the Natural Areas category within six (6) months of execution of the Contract.

3. Progress Status:

The CONTRACTOR shall keep a record of nuisance, invasive exotic plant control progress on site at all times. This record shall be made available to the CITY or the CITY'S REPRESENTATIVE. At a minimum this maintenance log shall be submitted monthly with payment request.

D. Treatment Schedule:

Maintenance Treatment shall be preformed by the CONTRACTOR for the entire mitigation area. Treatment shall be as often as necessary to accomplish progressive non-native weed destruction. All newly planted mitigation areas shall be maintained no less than monthly for one (1) year after final completion of the planting phase.

E. Guarantee:

Less than 2% coverage of invasive exotic and undesirable species is allowable. Exotic and undesirable species including but not limited to the following and as updated on Florida Exotic Pest Plant Council:

- Melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), and Australian pine (*Casuarina spp.*) and in compliance with environmental permit. Treatment efforts must be tailored to prevent these species from becoming reproductively mature.

F. Warranty:

For one-year after Final Completion is issued by the CITY for the treated plantings.

1.03 SUBMITTALS

A. Approval Requirements:

All submittals of the following shall be approved by the CITY or the CITY'S REPRESENTATIVE in writing, before any exotic/nuisance control commences.

1. Manufacturer's literature on all herbicides.

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The CONTRACTOR shall submit typewritten instructions including minimum mixture percentages of herbicides and procedures for carrying out the exotic/nuisance plant control. The procedures shall be reviewed with and accepted by the CITY or the CITY'S REPRESENTATIVE prior to commencement.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING**Packaged Materials:**

The CONTRACTOR shall deliver packaged materials in containers showing weight, analysis, name of manufacturer, and conformance to any federal, state, or local laws and regulations. Material shall be protected from deterioration during delivery, and while stored. Storage of materials shall be approved by the CITY or the CITY'S REPRESENTATIVE.

1.05 JOB CONDITIONS**A. Work Progress:**

The CONTRACTOR shall proceed with the nuisance, invasive exotic plant control as rapidly as portions of the site become available, working within limitations for each kind of exotic/nuisance plant control work required.

B. Utilities:

The CONTRACTOR shall perform work in a manner which will avoid possible damage to any existing utilities. The CONTRACTOR shall not interfere with stakes or marks set by others until removal is mutually agreed upon by parties concerned and the CITY or the CITY'S REPRESENTATIVE.

PART 2 - MATERIALS**2.01 HERBICIDES**

A. The Contractor shall use chemicals approved by the controlling governmental agencies. All chemicals used must be approved by EPA, FDA, or DEP as applicable. Use of all chemicals and disposal of residue shall be in strict conformance with the chemical's manufacturers' instructions. In the event a chemical is banned by any governing agency (either local, state, or federal) during the term of the contract, the Contractor shall continue Work using other approved chemicals.

B. Herbicides must be selective and approved, in order that nuisance, invasive exotic species are eradicated, and desirable native or planted species are not affected (considering wind and water drift factors during application and other potential conveyance means). CONTRACTOR is responsible for ensuring that the herbicides will be effective on targeted species and follow all regulations.

1. Large woody nuisance, invasive exotic species control using frill and girdle or cut and spray techniques including an application of GARLON 4 or approved equivalent.

2.02 INDICATOR DYE

Indicator dye shall be used in conjunction with all herbicide application methods carried out in treatment areas to provide CONTRACTOR and CITY evidence of treatment.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION & MAINTENANCE
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In order to maximize the effect of the nuisance, invasive exotic species treatment the CONTRACTOR may use additives to herbicides. All herbicide additives including but not limited to, adjuvants and surfactants, shall be submitted for CITY or the CITY'S REPRESENTATIVE acceptance with proposed mixtures, manufacturer's guidelines and federal label requirements, if applicable.

PART III – EXECUTION**3.01 SITE PREPARATION:****A. Existing Obstructions:**

The CONTRACTOR shall fully acquaint himself/herself with the related conditions and utilities to preclude any misunderstanding and to facilitate trouble-free nuisance, invasive exotic plant control. It shall be the responsibility of the CONTRACTOR to obtain all such information as it is made available.

B. Exotic/Nuisance Control:

Begin nuisance, invasive exotic plant control when other divisions of the work have been sufficiently completed, the CITY'S approval of field locations has been obtained and shall be conducted under favorable weather and seasonal conditions as are required for such work. All nuisance, invasive exotic plant control shall be performed by experienced work persons, according to the best trade practice and as specified herein.

C. Damage to Existing Desirable Plants:

CONTRACTOR shall not injure or kill non-nuisance or native vegetation. CONTRACTOR will assure replacement of non-target trees and other plants that are injured or lost due to CONTRACTOR'S activities. Replacement shall be based on the most current and accepted industry standards available with regards to plants injured or killed consistent with the CITY'S approval.

D. Signage Posting:

CONTRACTOR shall erect and maintain as required by the conditions and progress of the WORK and as required by law all necessary safeguards for safety and protection, including posting danger signs and other warnings to the public, of the spraying program.

3.02 EXOTIC/NUISANCE TREATMENT TYPES:**A. General:**

The following treatment types are to be used by the CONTRACTOR for the eradication of the nuisance, invasive exotic plant species within the specified areas as indicated on the construction documents. Applicable treatment/removal method for each specified area is determined based on a combination of proposed post-project habitat type, existing typical vegetative characteristics found within each location, and accessibility. Considerations were made for the existing nuisance, invasive exotic plant species coverage as well as potential disruption or impacts upon protected species and desirable understory plant species. The treatment types are described below:

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This applies to the areas within the barricaded preservation areas.

1. Due to the environmentally sensitive land within this area, only hand herbicide treatment of the above target species is authorized. Mechanical clearing is not permitted in these areas because no earthwork is permitted and/or equipment access is limited. Unless otherwise directed by CITY, all treated material is to be removed.
2. Remaining stumps and root structures of the nuisance, invasive exotic plant species shall receive an herbicide treatment as specified in this Section.
3. Biomass and rubbish removed from the clearing/treatment areas will be disposed of off site at the CONTRACTOR's expense, and in compliance with all federal and state laws, local ordinances and this Section.
4. Access to the treatment/removal areas shall be provided using machetes, chainsaws, or other CITY-approved hand clearing equipment. Use of mechanical equipment such as bulldozers or rubber tire vehicles is not allowed. The cleared area shall be limited to only that amount necessary to perform the treatment/removal of the targeted species.
5. Should encroachments into protected habitats occur, the CONTRACTOR is solely responsible to restore those habitats to their pre-construction conditions. The CONTRACTOR is also responsible for any and all regulatory penalties associated with said encroachment(s) and/or procurement of any and all environmental regulatory agency authorizations needed to address those encroachments.
6. Remaining treated plants shall be retreated within 30 to 45 days to control re-sprouts.

3.03 HERBICIDE APPLICATION TECHNIQUES:**A. General:**

CONTRACTOR shall follow the technique to achieve maximum eradication success without impacting desired vegetation. Acceptance by the CITY or the CITY'S REPRESENTATIVE will be received prior to commencement.

B. Wick Application:

This method shall be used for non-woody nuisance, invasive exotic species as well as woody nuisance, invasive exotic seedlings, and small nuisance, invasive exotic trees in areas designated for control. This method shall be performed to prevent loss of the surrounding desired plant species. Herbicides used in this method will be the same as described for the spray methods.

1. Follow manufacturer's application rate of herbicide and selectively wipe herbicide treated sponge on exotic/nuisance plants' foliage.

C. Spray Methods:**Basal Spray:**

Shall be used for eradication of woody nuisance, invasive exotic trees and shrubs Including Brazilian Pepper.

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Treatment application of the approved manufacturer's rate and solution of GARLON 4 or approved equal by pump-up sprayers and applied as a basal spray to the lower 2 feet of stems and trunks following manufacturer's guidelines and restrictions. Application shall fully cover and encircle the stems and trunks without impacting surrounding desirable vegetation. Upon visual evidence of successful treatment, the treated biomass shall be removed at ground level and disposed of in compliance with this Section.

D. Cut/Paint Method:

May be used for eradication of established woody nuisance, invasive exotic species (1"- 6" caliper).

1. Cut canopy of tree off no less than 18" above high-water elevation.
2. Directly apply treatment to the exposed cut and completely cover the cut with herbicide, following the approved manufacturer's application rate and solution.
3. Remove cut canopy from site and dispose of in an approved off-site location using methods that will not encourage further nuisance, invasive exotic plant infestation. Disposal shall be in compliance with this Section.

E. Frill/Girdle Method:

Shall be used for eradication of established and other nuisance, invasive exotic trees 6"+ caliper.

1. Cut into trunk of existing tree to the cambium. Cuts are to be angled downward around the entire circumference of the tree remove cut bark to expose the cambium layer.
2. Directly apply a quantity of GARLON 4 or ARSENAL or approved equal to the exposed cambium layer, following the manufacturer's approved application rate and solution for this method.

3.04 DISPOSAL OF REMOVED NUISANCE, INVASIVE EXOTIC PLANT SPECIES:

Dispose of all removed nuisance, invasive exotic plant species in an approved off-site location at the CONTRACTOR'S expense. Disposal shall be done in an approved manner that will not encourage re-infestation by the nuisance, invasive exotic species and comply with all applicable federal, state and local regulations.

3.05 CLEANUP, ADJUSTMENT AND RESTORATION:

A. Site Cleanup:

During and upon completion of the project, the CONTRACTOR shall keep the project site clean. In addition to removing all equipment, unused materials, found rubbish, and deleterious material, the CONTRACTOR shall provide a neat and uniform site. All damaged or altered existing structures, resulting from the nuisance, invasive exotic plant control work, shall be corrected. Clean up of all herbicide related facilities shall be in conformance with all applicable regulations and shall follow manufacturer's guidelines.

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The CONTRACTOR shall remove from the right-of-ways, areas adjacent to designated work area and adjacent property all false work, equipment, surplus and discarded materials, rubbish and temporary structures; shall restore or improve in an acceptable manner all property, both public and private, which has been damaged during the execution of the work, and shall leave any waterways unobstructed and roadways in a neat and presentable condition throughout the entire length of work under the contract. Placement of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. The CONTRACTOR will be allowed to temporarily store equipment, surplus materials, etc., within the limits of work or staging area only if approved by the CITY in writing, but no discarded equipment or materials, or rubbish shall be placed on such site.

3.06 RESTORATION

- A. When or where direct or indirect injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the WORK, or in consequence of the non-execution thereof by the CONTRACTOR, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replanting, or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.
- B. Work that is to remain in place which is damaged or defaced by reasons of work performed under this contract shall be restored at no additional cost to the CITY.

END OF EXHIBIT "C"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
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PLANTING SPECIFICATIONS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS:**

All applicable provisions of the Bidding and Contract Requirements shall govern the work under this Section.

1.02 WORK INCLUDED:

A. The work included in this Section consists of furnishing all labor, materials, equipment and supplies necessary to execute all landscaping as specified on the Drawings and Details including the installation of plant material as specified, and all other related responsibilities as described in these Specifications, accompanying Drawings and permits.

B. CONTRACTOR shall begin planting work only after notification of completion of removal of exotics and treatment has been provided, reviewed and approved by CITY and CITY'S REPRESENTATIVE and permitting agencies.

C. Preservation:

All existing native on-site plant material proposed for preservation shall be protected and enclosed on the perimeter of the natural resource area via properly installed and maintained tree-barricades as described in these Specifications, permits and present in the project limits. All vegetation preservation measures shall be installed prior to initiation of earthwork, clearing and grubbing, and/or planting. Utmost care must be exercised to ensure that preserved vegetation is not damaged during execution of work.

D. Installation:

All plant materials shall meet or exceed the specific size and quality indicated on the Drawings and in these Specifications and shall be installed in strict accordance with sound nursery practices and shall include maintenance and watering for all work outlined on the Drawings and these specifications for the one (1) year warranty period following Completion and acceptance of installation by CITY.

E. The CONTRACTOR shall be responsible for maintaining the plantings, quality, and survivorship of the planting material on the job throughout the duration of the guarantee and maintenance period.

1.04 SUBMITTALS:

A. Submit the following:

1. Literature and proposed application rates for specified wetting agents, fertilizers and soil conditioners.
2. Nursery locations of the proposed planting material.
3. Notification of complete removal of exotic and nuisance vegetation in the natural resource area for inspection prior to planting.

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4. Acknowledgement of proper constructed grades, site conditions, and site preparation for plants to be installed prior to planting.
5. Fertilizer specifications and labels.

1.05 APPLICABLE STANDARDS AND SPECIFICATIONS:

Comply with the following standards and specifications for all materials, methods, and workmanship unless otherwise noted:

- Codes and Standards of the American Nursery and Landscape Association (ANLA).
- Codes and Standards of the International Society of Arboriculturists (ISA).

1.06 LICENSING REQUIREMENTS:

- A. The CONTRACTOR shall be registered with Broward County.
- B. The CONTRACTOR shall have a class A trimmers license from Broward County.
- C. The CONTRACTOR shall provide certified arborist license.

1.07 QUALITY ASSURANCE:

A. Responsibility for Assuring Quality Work:

The CONTRACTOR shall be well versed in Florida plant material, planting operations, plant maintenance, construction documents. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

B. Source Quality:

All planting materials shall be shipped with Certificates of Inspection required by governing authority.

In the event that it becomes apparent that any nursery supplying plants for this work has represented the grade of plants as being higher than their actual grades as determined under these provisions, all plants already delivered from such sources shall be removed from the job at the CONTRACTOR'S expense. Further plants will not be accepted from such nursery until written evidence is submitted and confirmed that all material for delivery has been inspected and approved by inspectors of the State Plant Board as being of the grade represented.

C. Authority for Nomenclature, Species, Etc.:

All plant material shall conform to the names given in L.H. Bailey's, Hortus III, 1976 or most current edition. Names of varieties not included therein conform generally with names accepted in the nursery trade.

- D. **Grade Standards:** All plant materials shall be nursery grown except where specified as collected material, and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants" revised 2005 (or most recent), or with any superseding specifications that may be called for on the Drawings or in these Specifications. All plants not listed in the grades and standards for nursery plants, shall conform to a Florida No. 1 as to: (1) health and

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vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species, (6) form and branching habit.

- F. Container Grown Plants (CG): Any Container Grown (CG) plants, which have become "root bound" or for which the top system is out of proportion to the size of the container, will not be acceptable.

With metal containers, unless the root-ball system slips easily and unbroken from the can, a nursery can-cutter shall be used to slit the can in such a way that the container may be opened fully.

CG plants shall not be removed from the can until immediately before planting, and with all due care to prevent damage to the root system.

- G. Submit to the CITY or CITY'S REPRESENTATIVE the names and locations of nurseries proposed as sources of acceptable plant material. The CITY or CITY'S REPRESENTATIVE reserves the right to visit the nursery to inspect and/or select the specified material.

- H. Field Reviews:

1. Plant Material: Review and approval of plant materials at source of supply will not impair the right of CITY or CITY'S REPRESENTATIVE to review material at the site before planting commences. Any materials planted prior to CITY or CITY'S REPRESENTATIVE review are subject to rejection. Review of materials may be sequenced by major planting areas to accommodate planting operations. All rejected materials shall be removed from the site, replaced and reviewed before any additional reviews are made.
2. On-Site Observation: At any time during the planting work, the CITY or CITY'S REPRESENTATIVE may visit the site to observe work underway. Upon request, the CONTRACTOR shall be required to exhibit work as directed by the CITY or CITY'S REPRESENTATIVE without compensation. Should the materials or workmanship not meet the standard Specifications herein, the CONTRACTOR shall correct the problem at his/her own expense.
3. Progress Status: The CONTRACTOR shall keep a record of planting progress on site at all times. This record shall be submitted with applicable pay applications for process payment and made available to the CITY or CITY'S REPRESENTATIVE at all times.

- J. Inclusions: Installation, topsoil, fertilizer, watering etc. should be included in the cost of the plants.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Inspection and Transporting: Movement of nursery stock shall comply with all Federal, State, and local laws and regulations. Therefore, required inspection certificates shall accompany each shipment, and shall be filed with the CITY or CITY'S REPRESENTATIVE.

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- B. Delivery Schedule: The CONTRACTOR shall arrange for delivery of plants to the job site only after preparations for planting have been completed. Plants shall be installed no longer than 24 hours after delivery to site. If planting is delayed more than 6 hours after delivery, trees, groundcover, and shrubs shall be placed in shade, protected from weather and mechanical damage, and the roots kept moist by covering with mulch, burlap, or other acceptable means of retaining moisture.

1.09 SUBSTITUTIONS:

Substitutions of plant types or changes in the size of plant material will only be permitted upon written approval from CITY or CITY'S REPRESENTATIVE. A substitution request must include documented proof that the particular plant type and size specified is not obtainable.

1.10 GUARANTEE:

A. All plant material shall be guaranteed for survivorship by the CONTRACTOR for a minimum of one (1) calendar year from the time of Final Completion of planting and acceptance issued by the CITY or CITY'S REPRESENTATIVE.

B. All plant material should have a 90% survivorship for years 2 and 3 and shall be at no additional cost to the CITY.

1.11 REPLACEMENT:

The guaranteeing of plant material shall be construed to mean the complete and immediate replacement of plant material if it is:

1. Not in a healthy growing condition.
2. There is a question to its survivability at the end of the guarantee period.
3. It is dead.

1.12 SIZE, QUALITY AND GRADE OF REPLACEMENT:

Replacement plant material shall be of the same species, quality and grade as that of the plant to be replaced. The size of the replacement shall be of equal or greater size as the original specified plant at its initial planting. Replacement of a dead or destroyed tree must commence no less than fifteen (15) days from when the tree dies or is destroyed. Replacements shall be guaranteed for a one (1) year period beginning at time plant is replanted.

1.13 GUARANTEE NULL AND VOID:

The guarantee shall be null and void for plant material which is damaged or dies as a result of "Act of God" limited to hail, freeze, lightning, and winds which exceed hurricane force (sustained 75 mile per hour winds), providing the plant was in a healthy growing condition and pest/disease free prior to these "Acts of God".

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PART 2 – MATERIALS:

2.01 PLANT MATERIAL:

- A. Florida No. 1: Except where another grade is specifically called for, all plant material shall be no less than Florida No. 1. All plantings shall be of a native species variety.
- B. Contractor should note the species of fern called out in plans is *Nephrolepis exaltata* (Sword fern or Boston fern). The invasive exotic species of *Nephrolepis sp.* shall not be accepted and subject to approval by CITY or CITY'S REPRESENTATIVE.
- C. Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insects, plant diseases, injuries, and dead limbs.
- D. Plant material showing cable or chain marks and equipment scars shall be rejected.
- E. Branching, Leafing, Measurements and Ball Sizes: Trees and Shrubs - Requirements for the measurement, branching character, ball diameter, depth and other standards shall follow the Code of Standards recommended by the American Association of Nursery Stock, Bulletin Z-60.1 (ANSI Z60.1) 1973 and as revised.
- F. Die-Back and Leaf-Drop: Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the job immediately if so directed by the CITY or CITY'S REPRESENTATIVE. Therefore, any plant material with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation to the job site.
- G. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not affect more than 10% of the total foliage prior to planting on the job site. Loss of foliage caused by seasonal change will be accepted.
- H. Spanish Moss: If Spanish Moss (*Tillandsia usneoides*) exists on plant material, it shall be completely removed prior to planting on the job site.
- I. Chlorosis: The allowable level of Chlorosis in foliage shall be as set forth in the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

2.02 PLANTING SOILS:

- A. General Type: All plant material shall be planted with a backfill mix as specified below:
 - 1. One part excavated on-site soil (must not contain foreign/artificial material)
 - 2. One part sphagnum peat moss, or EPA rated Class IV compost.
 - 3. A slow release commercial fertilizer provided by the Contractor – sufficient to provide normal growth, health and vigor and survivorship of the plant material.
- B. The mix must not be in a muddy condition and must be mixed on the project site.

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- A. Composition of Quality: All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in manufacturer's standard container with name of material, weight and guaranteed analysis printed on container. Tabletized fertilizer shall be delivered in unopened containers or boxes. All bags, containers or boxes shall be fully labeled with the manufacturer's analysis. Submit labels to the CITY or CITY'S REPRESENTATIVE for approval prior to placement of fertilizer.
- B. All fertilizers shall comply with the State of Florida fertilizer laws.

2.04 WATER:

Water shall be potable, from municipal water supplies or other sources which are approved by a public health department.

2.05 TREE PRESERVATION BARRICADES:

- A. Barricades shall be (4') high Staked 'Orange' Polyethylene Tensile plastic fencing or other barricades as approved by the CITY or CITY'S REPRESENTATIVE.
- B. Barricades will be installed around the perimeter of the natural resource area.

PART 3 – EXECUTION:**3.01 INSPECTION:****Utilities:**

The location and existence of utilities (overhead and underground) shall be thoroughly investigated and verified by the CONTRACTOR before the work begins in the area of said utilities. CONTRACTOR to notify "Sunshine" at 811 (48) hours prior to digging. The CONTRACTOR shall exercise care in digging and work so as not to damage existing utilities in said areas, such as underground pipes, cables, wires, etc. Should such overhead or underground obstructions be encountered which interfere with planting, the CITY or CITY'S REPRESENTATIVE shall be consulted immediately in order for a decision to be made on the relocations of plant material to clear such obstruction. The CONTRACTOR shall be responsible for the immediate repair of any damage to utilities caused by the CONTRACTOR'S work, at no additional cost to the OWNER.

3.02 PREPARATION:

- A. Staking Plant Locations: Plant locations must be staked or marked prior to plant hole excavation.
- B. Spacing of Shrubs: Shrub beds located next to another bed, walkway, structure, etc., shall have the plants along the perimeter spaced so that the plants can mature properly without growing into the other bed, walkway, right of way, utilities, structure, etc.
- C. Excavation of Plant Holes: Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The CITY or CITY's REPRESENTATIVE reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors. All plant holes shall be sufficiently deep to allow the rootball to set on existing soil and have root collar at grade level. Plants shall be set straight or plumb in locations. All plant holes to accommodate plants

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with ball sizes less than twenty-four (24) inches in diameter shall be at least eighteen (18) inches greater than the diameter of the ball. All plant holes needing to accommodate plants with ball sizes two (2) feet and larger in diameter shall be at least twice the diameter of the ball. The excavated material from the plant holes may not be used directly as back-fill around the plant material. Soil material shall be mixed according to Article 2.02, Planting Soil, of this Section prior to the use as back-fill.

3.03 INSTALLATION:**A. Setting of Plants:**

1. When lowered into the hole, the plant shall rest on the prepared hole bottom such that the roots after settlement are level, or slightly above the level of its previous growth condition and the final level of the ground around the plant shall conform to the surrounding grade. The plants shall be set straight or plumb or normal to the relationship of their growth prior to transplanting. The CITY or CITY's REPRESENTATIVE reserves the right to realign any plant material after it has been set.
2. Plant material of the shrub category and smaller must be handled by the ball only. Plant material too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.

B. Backfilling:

Use planting soils specified in Article, "Planting Soil" of this Section. Backfill to the bottom two thirds of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two thirds (2/3) of the hole, thoroughly puddle with water and fill remaining one third (1/3) of the hole with planting soil, tamping and watering to eliminate air pockets. A three (3) inch basin must be maintained for future watering.

C. Application of Fertilizer:

Fertilize new plantings (Trees, Palms and Shrubs) according to manufacturer's specifications and to provide adequate growth and health for the establishment period.

D. Staking and Guying:

Staking and Guying shall be installed within 24 hours. Staking and guying will be required of installed trees and should be made of sufficient size and material to stabilize the tree. The staking can not adversely affect the root ball, and any straps that are on the tree must protect and buffer the tree with burlap. Inadequate or inappropriate staking or guying may be requested to be removed and replaced by the CITY or CITY's REPRESENTATIVE at no cost to the CITY. Staking and guying shall be removed by the CONTRACTOR after the plants have been established or at one (1) year after completion as determined by the CITY or CITY's REPRESENTATIVE.

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CONTRACTOR is responsible for assuring that new and relocated plant material is properly watered. The CONTRACTOR shall supply all pumps, hoses, pipelines, drums, and sprinkling equipment where required.

1. Initial Watering: Water the plant material to develop uniform coverage and deep water penetration of at least six (6) inches. Avoid erosion, puddling, and washing soil away from plant roots.
2. Period of Establishment: Provide hand watering of plant material as necessary subject to weather conditions, to maintain healthy growing conditions until completion. This shall be in addition to water received from irrigation system, if any.

H. Weeding:

In the event that weeds, exotic species, or undesirable vegetation becomes prevalent to much an extent that they threaten plant material, or exceed the permit allowed percentage, they shall be removed as directed by the CITY or CITY'S REPRESENTATIVE. If necessary, the plant material and/or planting soil shall be replaced as needed to eliminate the weeds or exotic species at the expense of the CONTRACTOR.

3.04 CLEANING AND PROTECTION:

- A. Disposal of Trash: All debris and other objectionable material created through planting operations and landscape construction shall be removed completely on a daily basis from the job or as directed by the CITY or CITY'S REPRESENTATIVE. Excess soil shall be disposed of as directed by the CITY or CITY'S REPRESENTATIVE.
- B. Responsibility for Protection and Restoration of Property: The CONTRACTOR shall be responsible for all damage to property whether it is accidental or necessary for the completion of the CONTRACTOR'S contract.
- C. Protection Against Mechanical Damage: The CONTRACTOR'S responsibility for protection against mechanical damage shall include providing protection from vehicles and providing warning signs and barricades as might be necessary and the CONTRACTOR shall repair, restore and replace any planting areas which become damaged as a result of any negligence of the CONTRACTOR or the CONTRACTOR'S employees in complying with these requirements.

3.05 MAINTENANCE PERIOD:

- A. Maintenance shall begin immediately after each plant is planted, continue until Final Completion and acceptance of planting phase, and for the duration of the guarantee period to maintain plant health.
- B. Plant maintenance shall include but is not limited to: watering, pruning, weeding, cultivating, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead plants, resetting plants to proper grades or upright position and maintenance of the watering saucer, and all other care needed for proper growth of the plants. Plant material rejected during the course of the construction shall be removed and replaced within five (5) working days and before the inspection for final completion is scheduled.

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- C. During the maintenance period and up to the issuance of Certificate of Final Acceptance, the CONTRACTOR shall do all seasonal spraying and/or dusting of all plantings. The materials and methods shall be in accordance with the highest standard nursery practices and approved by the CITY or CITY'S REPRESENTATIVE, prior to implementation.
- D. Planting areas and plants shall be protected against trespassing and damage. If any plants become damaged or injured they shall be treated or replaced, as directed and in compliance with this Specification. No work shall be performed within or over planting areas or adjacent to plants without proper safeguards and protection.

3.06 INSPECTION AND ACCEPTANCE:

- A. Final Completion for all work and materials under this Planting Section shall be issued by the CITY or CITY'S REPRESENTATIVE at such a time as all remaining work from substantial completion has been completed, field inspected, and approved by the CITY or CITY'S REPRESENTATIVE.
- B. Final Completion of the landscaping issued by the OWNER'S REPRESENTATIVE shall constitute the beginning of the Guarantee period.

END OF EXHIBIT "D"

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**EXHIBIT "E"
TRANSPLANTING**

PART I – GENERAL:

1.01 RELATED DOCUMENTS:

All applicable provisions of the Bidding and Contract Requirements, and applicable environmental permits shall govern the work under this Section.

1.02 WORK INCLUDED:

Provide the following:

1. Prepare and relocate trees and palms designated for relocation within the project boundaries, to include all aspects of preparation, relocation, protection, and maintenance as specified in the Contract Documents and the Broward County Tree Removal License No. TR1805-011
2. Relocation of eligible palms and small trees are proposed at the perimeters of the FXE 21B natural resource areas, to minimize any mechanical encroachment or access into the natural resource areas.
3. Replace soil in the tree pit caused/formed by the relocation of the trees and palms to match grade. CONTRACTOR shall not leave an open excavation.
4. Protection and care of existing trees and palms to remain within the project boundaries, to include all aspects of protection, pruning, fertilization, and watering.
3. Install and operate temporary watering system and/or hand water as required by these specifications.
4. Follow-up maintenance as required by these specifications.
5. Labor, materials, equipment and services to complete all preparation, relocations and protection work as indicated on the Drawings, as specified herein, or both.

1.04 SUBMITTALS:

Submit the following:

1. List of all equipment to be utilized during tree preparation and transplanting.
2. Proposed sequence of events from start to finish, in writing. This shall include a planting schedule by day as to how many units can be dug and relocated to specified areas and watering schedule for planting and relocated trees.
3. Literature and proposed application rates for specified root enhancers, fertilizers, wetting agents, and soil conditioners.

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4. Verification of all required licenses and memberships.

1.05 APPLICABLE STANDARDS AND SPECIFICATIONS:

Comply with the following standards and specifications for all materials, methods, and workmanship unless otherwise noted:

1. Codes and Standards of the American Nursery and Landscape Association (ANLA).
2. Codes and Standards of the International Society of Arboriculture (ISA).
3. American National Standards Institute
4. Broward County Code, Chapter 27, ARTICLE XIV. TREE PRESERVATION AND ABUSE ORDINANCE

1.06 LICENSING:

- A. The CONTRACTOR shall be registered with Broward County.
- B. The CONTRACTOR shall provide Broward County licensed Tree Trimmer.

1.07 PERMITS:

- A. The CONTRACTOR shall secure and pay for any permits required in order to complete this Work. CONTRACTOR shall pay for and obtain pending CITY tree removal/relocation permit.
- B. A tree removal/relocation license No. TR1805-011 has been obtained from Broward County Environmental Protection and Growth Management Department (BCEPGMD) for the trees depicted on the Drawings to be removed or relocated. Should modifications to this permit be necessary as a result of CONTRACTOR negligence or possible changes in scope of work, CONTRACTOR shall be responsible for such modification fees.

1.08 DESCRIPTION:

- A. Palms or small trees are eligible for relocation as described in the Broward County Tree Removal Permits. Eligible trees for relocation will be field confirmed by CITY or CITY's REPRESENTATIVE and COUNTY. Palms and small trees determined to be eligible and qualify for relocation will be transplanted to the perimeter of FXE 21B natural resource area. Potential palms and small tree eligible for relocation are provided as an overview in attached exhibits. Exact location and quantity shall be field verified during the project execution.
- B. Existing trees to be relocated shall be crown pruned, root pruned, and treated with soil amendments prior to relocation.
- C. Existing trees to be relocated or to remain shall be protected with barricades during clearing operations, if tree is not immediately relocated during initial clearing. If trees to be relocated are tightly clustered (i.e. no space between trees

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for machinery to pass), then barricades shall be placed around two or more trees forming the cluster; other vegetation within the barricaded tree cluster may subsequently be removed after the trees are relocated.

- D. Trees or shrubs designated to remain which are scarred or destroyed shall be replaced with the same species, size and quality at no cost to the CITY.
- E. All trees subject to encroachment into the rootzone, due to proposed construction, shall be root pruned 18" from the pavement edge or trench as indicated on the Drawings and in these specifications.
- F. Tree pits resulting from relocated material shall be backfilled with clean, stable fill and brought flush with surrounding grade.
- G. The CONTRACTOR shall call for and attend an inspection of existing conditions by the CITY or CITY'S REPRESENTATIVE prior to commencing work, including but not limited to identification of trees, and potential obstructions to the relocation work. The CITY or CITY'S REPRESENTATIVE shall prepare a report of existing conditions as a matter of record, to include photographs. The CONTRACTOR will accept the existing conditions as a reference point for condition of trees, and condition of the site. Existing conditions will then become the responsibility of the CONTRACTOR to keep intact.

1.09 GUARANTEES:

- A. The CONTRACTOR shall guarantee transplanting work in the following way:
 - 1. Any relocated tree or palm that dies or is deemed in unacceptable condition up to one (1) year following Final Completion shall be removed by the CONTRACTOR, including root ball, and replacement of pit, and replaced within sixty (60) days at no cost to the CITY.
 - 2. The CONTRACTOR shall provide a comparable replacement specimen at no additional cost to the CITY. If a comparable replacement specimen is not available, provide replacement trees of the same species per the following requirements:
 - a. The tree(s) shall be replaced with a total canopy and caliper size of the same species at 8-12 feet height and two (2) inch DBH at time of planting. Replacement trees shall be grade Florida #1 or better.
 - b. Cabbage Palms shall be replaced 1:1 with Cabbage Palms, minimum 12-ft clear trunk. Palms may have boots (remnant frond sheaths still attached to the trunk) or may be "slicks" (without boots).
 - 3. The guarantee shall be enforced if it is deemed by the CITY or CITY'S REPRESENTATIVE that tree mortality or decline is a product of improper handling or maintenance by the CONTRACTOR.

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4. The CONTRACTOR shall maintain temporary watering for all relocated trees and palms within the project area until establishment is deemed acceptable by the CITY or CITY'S REPRESENTATIVE and throughout the guarantee period.

PART II – PRODUCTS

2.01 SOIL AMENDMENTS:

1. **Fertilizer:**
 - a. All fertilizers shall be manufactured from quality materials, be free from impurities, uniform in composition, meet recognized standards for effectiveness, and be free flowing and suitable for application with approved equipment.
 - b. All fertilizer shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable state fertilizer laws, bearing the grade and the trade name of the producer.
 - c. Fertilizer shall be commercial grade fertilizer to comply with applicable fertilizer laws. Chemical designation shall be as specified with at least 50% of the nitrogen derived from a non-water-soluble organic source and all the potash to be derived from sulfate forms.
 - d. Include the minor elements: Zinc, Manganese, Magnesium, Copper, Iron, and Boron.
2. **Root Enhancers:**
Root enhancers, fertilizers, wetting agents, and soil conditioners must conform with Federal specifications O-F-241 Type 1, Grade A or B.
 - a. Die Hard Root Reviver – Endo and Ectomycorrhizal inoculant, as manufactured by Horticultural Alliance, 1.800.628.6373 or approved equal.
 - b. Die Hard Transplant – One Step – Endo and Ectomycorrhizal inoculant, as manufactured by Horticultural Alliance, 1.800.628.6373 or approved equal.
3. **Slow Release Fertilizers (Surface Application):**
 - a. Time release, Palm Mix fertilizer with minor elements or approved equal.
 - b. Time release, Tree and Shrub Mix fertilizer, 6-6-6, with minor elements or approved equal.
 - c. Granular Triple Super Phosphate as manufactured by IMC. Agrico. 708.970.3000 or approved equal.

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4. Long Term, Slow Release Fertilizers (Sub-Surface Application):
Agriform Planting Tablets, 21- gram tablet w/ 20-10-5 formulation plus minors, as manufactured by Scotts or approved equal. Agriform Planting Tablets, 8-8-8 plus minors, as manufactured by Grace Sierra, 408.263.8080 or approved equal.
5. Wetting Agents:
Wetting agent to be HydroSorb as manufactured by Horticultural Alliance, 1.800.628.6373 or approved equal. Wetting agent to be Terra Sorb or approved equal.
6. Soil Conditioners:
Soil conditioner to be "Super Lesco Wet", as manufactured by Lesco, Inc. or approved equal.
7. Potable Water
8. Soil Sterilizers:
As recommended by State and local agricultural agencies.

2.02 EQUIPMENT:

- A. Root pruning equipment shall be designed for this task, and shall produce clean cuts of roots without damage to the resulting root ball.
- B. Relocation equipment shall be capable of lifting and transporting trees without damage.

2.03 SOIL:

- A. General Type:
All plant material with the exception of Sabal Palmetto shall be planted with a backfill mix as specified below:
 1. One part excavated on-site soil (must not contain foreign/artificial material)
 2. One part sphagnum peat moss, shredded pine bark, or EPA rated Class IV compost.
 3. Appropriate root enhancers, fertilizers, wetting agents, and soil conditioners.
- B. Special Type: Planting soil for palms shall be a good grade of salt free sand, which is free of all weeds.
- C. The mix must not be in a muddy condition and must be mixed on the project site.

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2.04 WATER:

Water shall be potable, from municipal water supplies or other sources which are approved by the public health department.

2.05 MULCH:

Mulch shall be eucalyptus mulch or other approved nonnative tree bark mulch. It must be uniformly shredded and be free from large pieces of bark, foreign matter, weed seeds and any other organic or inorganic material. Submit sample for approval. The CONTRACTOR shall apply one application at initial installation and a second application prior to Final Completion.

2.06 BRACING AND STAKES:

All bracing and stakes shall be pressure treated pine. Compression bands shall be stainless steel.

2.07 BARRICADES:

- A. Barricades shall be (4') high Staked 'Orange' Polyethylene Tensile plastic fencing or other barricades as approved by the CITY or CITY'S REPRESENTATIVE.
- B. Barricades will be placed around the perimeter of the natural resource area and any eligible palm or small tree for relocation that is not immediately (within same workday of identification) removed during clearing operations. Barricades of trees remaining in the natural resource areas is not anticipated as no heavy equipment or machinery will be allowed in the natural resource areas.
- C. Barricades will be located, in general, under the dripline of the canopies of the trees – or a minimum of 6' from the face of the trunks of the trees or palms whichever is greater, or, 18" from the edge of any proposed improvement, or, at a location agreed to by the CONTRACTOR and the CITY or CITY'S REPRESENTATIVE.

PART III – EXECUTION:

3.01 PREPARATION FOR RELOCATION OF TREES AND PALMS WITHIN THE PROJECT BOUNDARIES:

A. CROWN PRUNING:

All trees and palms shall be crown pruned prior to relocation. The CITY or CITY'S REPRESENTATIVE shall be notified 48 hours in advance of all pruning activities to allow for observation.

1. Broadleaf Trees:

- a. All trees are to be trimmed by thinning the crown only, and not by reducing crown dimensions. Trim to conform to ANLA and ISA standards, including removal of dead wood.
- b. Repair any existing injuries to trees including cavities and machinery marks.

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2. Sabal Palms:
Remove all seed pods, and all fronds, as in a hurricane cut. Trim all boots to a clean, regular pattern, no more than 3" out from the trunk.

B. FERTILIZATION AND WATERING:

1. Preparation:
 - a. Clear the root ball area of all foreign material, trash, etc., to expose undisturbed soil.
 - b. Trees and palms shall be thoroughly soaked to the full depth of the root ball daily for seven (7) consecutive days prior to relocation.
2. Application / Schedule:
 - a. All trees and palms to be relocated shall be fertilized at the time of transplant. Specified fertilizer shall be used and applied at the concentration and application rates recommended by the manufacturer and approved by the CITY or CITY'S REPRESENTATIVE.
 - b. All trees and palms to be relocated shall be treated with the specified fertilizers, wetting agents, and soil conditioners at the time of relocation.
 - c. All trees and palms to be relocated shall be treated with the specified endo and ectomycorrhizal transplant inoculant (i.e. root stimulator), at the time of transplant. The specified transplant inoculant shall be applied at the concentration and application rates recommended by the manufacturer and approved by the CITY or CITY'S REPRESENTATIVE.
 - d. Form and maintain an earth berm 6" high outside the proposed root ball prior to watering and apply 3" approved mulch within saucer. Water application shall saturate the root ball to its entire depth and not run outside of the saucer.

C. ROOT PRUNING:

1. Watering:
 - a. All trees and palms to be relocated are to be individually watered prior to root pruning.
 - b. Trees and palms shall be thoroughly soaked to the full depth of the root ball daily for seven (7) consecutive days prior to and remain wet during relocation.
 - c. Provide hand watering, water bags, temporary surface automatic irrigation system or other temporary watering method to avoid lapses for more than 24 hours.

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2. Root Pruning Technique:

- a. All trees shall be excavated by digging a trench a minimum of 48" deep by 6" wide, either by hand or with a trenching machine designed for this purpose if site conditions allow. Hand cut broadleaf tree roots after trenching to produce clean cuts with no splits or tears.
- b. Trees to be root pruned shall have a minimum root ball size of 10" per 1" of caliper measured at DBH for broad leaf trees. Root balls are to be formed square, all trenches being equal distance from the trunk.
- c. Sabal palms shall not require root pruning.

3. Timing:

All broadleaf trees to be relocated shall be maintained for a minimum of 6-8 weeks after root pruning prior to relocation.

3.02 RELOCATION OF TREES AND PALMS

A. Preparation:

1. Trees and palms shall be thoroughly soaked with water to the full depth of the root ball daily for seven (7) consecutive days prior to relocation.
2. Accurately locate position and elevation where all trees are intended to be planted, for verification by CITY or CITY'S REPRESENTATIVE. Verify that no overhead or underground utilities, existing or proposed, conflict with proposed locations.
3. Ascertain that all proposed paths for necessary machinery are clear of utilities and other obstructions.

B. Excavation of Tree Pits:

Excavation of Plant Holes: Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The CITY or CITY'S REPRESENTATIVE reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors. All plant holes shall be sufficiently deep to allow the root ball to set on existing soil and have root collar at grade level. Plants shall be centered in the holes with the tree trunk locations scaled from existing permanent structures. Plants shall be set straight or plumb in locations. All plant holes to accommodate plants with ball sizes less than twenty-four (24) inches in diameter shall be at least eighteen (18) inches greater than the diameter of the ball. All plant holes needing to accommodate plants with ball sizes two (2) feet and larger in diameter shall be at least twice the diameter of the ball. The excavated material from the plant holes may not be used directly as back-fill around the plant material. Soil material shall be mixed according to the Article: Soil, of this Section prior to the use as back-fill.

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C. Digging and Handling – Broadleaf Trees:

1. Notify CITY or CITY'S REPRESENTATIVE 48 hours in advance of each relocation to allow for observation of procedures.
2. Determine line of previous root pruning and excavate around root mass to leave area 12" out from line of root pruning undisturbed. Digging shall be accomplished so as to produce clean cuts on all roots without tearing or splitting. Trenching shall be a minimum of 36" deep.
3. Trees shall be handled in such a way as to avoid damage to bark and limbs subject to support cables or chains. Attach padded support cables or chains at multiple points where possible. The CITY or CITY'S REPRESENTATIVE reserves the right to require doweling in lieu of lifting by straps.
4. Root balls shall be undercut prior to lifting. Do not force tree from ground prior to undercutting. Ball depth to be determined upon assessing conditions at time of trenching, to keep intact the entire root ball.
5. Trees shall be properly wrapped during moving so trunks will not be scarred and damaged and to avoid broken limbs. Broken limbs or scarred trunks shall cause tree to be unacceptable and rejected at the CITY or CITY'S REPRESENTATIVE option. Broken limbs and wounds which do not, in the CITY or CITY'S REPRESENTATIVE'S judgment, cause the tree to be rejected, shall be cleanly cut.
6. Transport plant material in such a manner as to prevent overcrowding, broken limbs, foliage damage or root ball damage.
7. Root balls and foliage shall be kept moist during all phases of relocation.
8. Partially backfill 2/3 of the tree pit with approved planting soil prior to setting tree. This layer of soil to be thoroughly drenched prior to relocation to achieve a stable platform at the correct elevation so that the top of root ball is 1" above proposed grade.
9. Rotate tree prior to setting to achieve best positioning relative to adjacent trees and viewing angles.

D. Backfilling:

1. Flood bottom soil layer to settle tree into best position and to remove air pockets.
2. Continue to flood root ball as planting soil is deposited to insure removal of all air pockets.
3. Produce a three (3) inch saucer to retain water per Drawings. Saucer must be maintained for future watering.

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E. Bracing:

1. Support tree with machinery until bracing is complete.
2. Buttresses may support separate trunks on multiple trunk trees.
3. Maintain braces until completion of project. Removal of braces shall be by CONTRACTOR once transplanted tree becomes re-established or one (1) year after Final Completion

F. Watering:

The CONTRACTOR is responsible for assuring that new and relocated plant material is properly watered. The CONTRACTOR shall supply all pumps, hoses, pipelines, sprinkling equipment etc. where required.

1. Initial Watering:

Water the plant material to develop uniform coverage and deep water penetration of at least six (6) inches. Avoid erosion, puddling, and washing soil away from plant roots.

2. Period of Establishment:

Provide watering of plant material as necessary subject to weather conditions, to maintain healthy growing conditions until Final Completion and the guarantee period.

3.03 PROTECTION AND CARE OF EXISTING TREES AND PALMS TO REMAIN

A. Watering:

1. In areas where there is existing irrigation, it shall remain operable to the greatest extent possible during relocation procedures.
2. In areas where there is existing irrigation, all on-site trees to remain shall be supplied with temporary irrigation to remain operable until permanent irrigation is operable. Existing irrigation system to be demolished may be utilized as the temporary irrigation system.

B. Barricading:

1. Barricade all existing trees and palms with 4' high Staked 'Orange' Polyethylene Tensile plastic fencing or other barricade approved by CITY or CITY'S REPRESENTATIVE.
2. Barricades shall be installed outside the tree drip line/edge of tree canopy prior to any construction activity as depicted on the Drawings and within these Specifications.

3.04 MAINTENANCE PERIOD:

- A.** Maintenance shall begin immediately after each tree is transplanted, continue until Final Completion, and for the duration of the guarantee period to maintain plant health.

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- B. Plant maintenance shall include but is not limited to: watering, pruning, weeding, cultivating, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead plants, resetting plants to proper grades or upright position and maintenance of the watering saucer, and all other care needed for proper growth of the plants. Transplanted material rejected during the course of the construction shall be removed within five (5) calendar days and replaced within sixty (60) days and before the inspection for final completion will be scheduled.
- C. During the maintenance period and up to the issuance of Final Completion, the CONTRACTOR shall do all seasonal spraying and/or dusting of all planting. The materials and methods shall be in accordance with the highest standard nursery practices and approved by the CITY or CITY'S REPRESENTATIVE, prior to implementation.
- D. Planting areas and transplanted plants shall be protected against trespassing and damage. If any plants become damaged or injured, they shall be treated or replaced, as directed and in compliance with this specification. No work shall be performed within or over planting areas or adjacent to plants without proper safeguards and protection.

3.05 INSPECTION AND ACCEPTANCE:

- A. Final Completion for all work and materials under this Section shall be issued by the CITY or CITY'S REPRESENTATIVE at such a time as all remaining work from substantial completion has been completed, field inspected, and approved by the CITY or CITY'S REPRESENTATIVE.
- B. Final Completion of the transplanting issued by the CITY'S REPRESENTATIVE shall constitute the beginning of the Guarantee period.
- C. CONTRACTOR'S responsibility for maintenance (exclusive of replacement within the Guarantee period) shall terminate one (1) year after the date the Final Completion is issued.

END OF EXHIBIT "E"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "F"
CONTRACTOR SUBMITTALS****PART 1 – GENERAL:****1.10 GENERAL:**

Wherever submittals are required in these specifications or Drawings, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER. The CONTRACTOR shall distribute the submittals to the Testing Laboratory, CITY, or other entity, as appropriate for review.

1.20 PRE-CONSTRUCTION CONFERENCE SUBMITTALS:

A. At the pre-construction conference referred to in "Summary of Work", the CONTRACTOR shall submit the following items to the CITY and ENGINEER for review:

1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute ("Or-Equal") submittals.
2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
3. The first 60-day plan of operation.
4. A project overview bar chart.
5. The CONTRACTOR's site office (if any) and temporary utilities plan.
6. Location of lay-down areas.
7. A purchase materials plan that includes a list of materials to be purchased and required delivery dates and lead times for ordering.
8. NPDES permit documents (if required)
9. List of proposed SUBCONTRACTORS and points of contact phone numbers.
10. Hurricane Preparedness Plan.
11. Maintenance of Traffic – if deemed required by CITY.
12. Quality Control Plan

1.30 CONTRACTOR SUBMITTALS:

The following submittals shall be furnished to the CITY and ENGINEER by the CONTRACTOR as Shop Drawings.

Contractor's Safety Plan
Erosion Control Plans (for NPDES submission)
Filter Fabric
Hurricane Plan
Initial Schedule
Proposed Substitution or "as Equal" Items

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****1.40 UPDATES:**

- A. The CONTRACTOR shall provide on a monthly basis the following in a shop drawing submittal format:

Monthly Schedule Updates and Revisions
Monthly Safety Audit

- B. CONTRACTOR shall provide on a weekly basis the following in a shop drawing submittal format:

Weekly progress photos
Weekly updates of survey as-built Drawings

1.50 RECORD DRAWINGS AND FINAL SUBMITTALS:

The CONTRACTOR shall provide as-built survey, redlines, and certification as-built survey information on drawings prepared by ENGINEER of the placement of the fence.

1.60 SHOP DRAWINGS:

Wherever called for in the Contract Documents or where required by the CITY or ENGINEER, the CONTRACTOR shall furnish to the 1 copy or electronic version to the ENGINEER for review, 2 copies to the CITY of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, installation drawings, erection drawings, graphs, catalog number, data sheets, and similar items. Any material and/or equipment shall list manufacturer's name/address, specific trade names, complete with illustrations and/or necessary descriptive literature. The proposed items shall be clearly marked or underlined.

END OF EXHIBIT "F"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "G"
FENCES AND GATES****PART 1 – GENERAL:****1.1 DESCRIPTION:**

This work consists of all labor, materials, and equipment necessary for furnishing and installing chain link fence and gates as required for the perimeter of the preserve area – subject to complete, partial or no fence installation at these site locations as determined by CITY during the construction period. Contractor to obtain building permit from CITY, if required, for the fence installation.

1.2 QUALITY ASSURANCE:

- A. Chain link fencing shall be manufactured in accordance with the requirements of the CLFMI Manual. Fence manufacturer shall be a CLFMI member.
- B. Fence manufacturer shall have at least ten years of experience in the manufacture of chain link fencing.
- C. The fence fabric, posts, gates, and all hardware shall be manufactured and supplied by a single manufacturer, to ensure compatibility of all the fence elements and to define a single source responsibility.
- D. Contractor installing fence/gate shall have at least 5 years experience in the installation of chain link fencing.
- E. Acquire building permit, if necessary, for the fence from the City of Fort Lauderdale. Adhere to CITY and State Building Code criteria.

1.3 SUBMITTALS:

- A. Furnish the following:
 - 1. Manufacturer's Literature and Data: Chain link fencing, gates and all accessories.
 - 2. Manufacturer's Certificates: Zinc-coating complies with specifications.
- B. Shop Drawings for fence, posts, and double gate. Installation Details.

1.4 APPLICABLE PUBLICATIONS

- A. City of Fort Lauderdale Building Code.
- B. Florida Building Code.
- C. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- D. American Society for Testing and Materials (ASTM):
A392-03 Zinc-Coated Steel Chain-Link Fence Fabric

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

A817-03 Metal-Coated Steel Wire for Chain-Link Fence Fabric and
Marcelled Tension Wire

C94/C94M-03..... Ready-Mixed Concrete

F668-04.....Polyvinyl Chloride Coated Steel Chain Link Fences

F567-00 Installation of Chain-Link Fence

F626-(R2003) Fence Fittings

F900-03 Industrial and Commercial Swing Gates

F1043-00 Strength and Protective Coatings on Metal Industrial
Chain-Link Fence Framework

F1083-(R2003) Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded,
for Fence Structures.

- E. Federal Specifications (Fed. Spec.):
FF-P-110J..... Padlock, Changeable Combination

PART 2 – PRODUCTS:

2.1 GENERAL:

- A. Galvanized fencing and gates will be used in this project. Extent and use of fencing will be determined by CITY or CITY's Representative during construction.
- B. All fencing: Materials shall conform to ASTM F1083 and ASTM A392 ferrous metals, zinc-coated; and detailed specifications forming the various parts thereto; and other requirements specified herein. Zinc-coat metal members (including fabric, gates, posts, rails, hardware and other ferrous metal items) after fabrication shall be reasonably free of excessive roughness, blisters and sal-ammoniac spots.

2.2 CHAIN-LINK FABRIC:

ASTM A392 9-gauge wire woven in a 3 inch mesh. Top and bottom selvage shall have twisted and barbed finish. Zinc-coating weight shall be 2.0 ounces per square foot.

2.3 POST, FOR GATES AND FENCING:

STM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification. Provide post braces and truss rods for each gate, corner, pull or end post. Provide truss rods with turnbuckles or other equivalent provisions for adjustment.

2.4 TOP RAIL AND BOTTOM RAIL:

ASTM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification; fitted with suitable expansion sleeves and means for securing rail to each gate, corner, and end posts.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****2.5 ACCESSORIES:**

Accessories as necessary caps, rails, and brace ends, wire ties or clips, braces and tension bands, tension bars, truss rods, and miscellaneous accessories conforming to ASTM F626.

2.6 GATES:

ASTM F900, type as shown. Gate framing, bracing, latches, and other hardware zinc-coating weight shall be the same as the fabric. Gate leaves more than 8 feet wide shall have both intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Attach gate fabric to the gate frame by method standard with the manufacturer, except that welding will not be permitted. Arrange latches for padlocking so that padlock will be accessible from both sides of the gate regardless of the latching arrangement. When required, extend each end member of gate frame sufficiently above the top member.

2.7 GATE HARDWARE:

- A. Manufacturer's Standard Products installed complete. The type of hinges shall allow gates to swing through 180 degrees, from closed to open position. Hang and secure gates in such a manner that, when locked, they cannot be lifted off hinges.
- B. Provide stops and keepers for all double gates. Latches shall have a plunger-bar arranged to engage the center stop. Arrange latches for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar. Keepers shall consist of a mechanical device for securing the free end of the gate when in full open position.
- C. Equip gate openings with padlock conforming to Fed Spec FF-P-110H, Type EPC, size 2 inch. Padlocks shall have chains that are securely attached to the gate or gate post. Before padlocks are delivered to project, submit sample to Resident Engineer for approval. Approved sample may be incorporated in work. Key padlock as directed by the CITY.

2.8 CONCRETE:

ASTM C94/C94M, using 3/4 inch maximum-size aggregate, and having minimum compressive strength of 3000 psig at 28 days. Non-shrinking grout shall consist of one part Portland cement to three parts clean, well-graded sand, non-shrinking grout additive and the minimum amount of water to produce a workable mix.

PART 3 - EXECUTION**3.1 INSTALLATION:**

- A. Install eight (8') foot high fence by properly trained crew, on perimeter of property and preserve, subject to placement location by CITY or CITY's REPRESENTATIVE (all, portions of, or none of the fence may be installed at the discretion of the CITY). Install fence in accordance with ASTM F567 and with the manufacturer's printed installation instructions, except as modified herein or as shown. Maintain all equipment, tools, and machinery while on the project in sufficient quantities and capacities for proper installation of posts, chain links and

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

accessories.

- B. A Registered Professional Land Surveyor shall stake out the fence alignment for property or preserve boundaries.

3.2 EXCAVATION:

Excavation for concrete-embedded items shall be of the dimensions shown, except in bedrock. If bedrock is encountered before reaching the required depth, continue the excavation to the depth shown or 18 inches into the bedrock, whichever is less, and provide a minimum of 2 inches larger diameter than the outside diameter of the post. Clear loose material from post holes. Grade area around finished concrete footings as shown and dispose of excess earth as directed by the CITY.

3.3 POST SETTING:

Install posts plumb and in alignment. Set post in concrete footings of dimensions as shown, except in bedrock. Thoroughly compact concrete so as it to be free of voids and finished in a slope or dome to divert water running down the post away from the footing. Straight runs between braced posts shall not exceed 500 feet. Install posts in bedrock with a minimum of one inch of non-shrinking grout around each post. Thoroughly work non-shrinking grout into the hole so as to be free of voids and finished in a slope or dome. Cure concrete and grout a minimum of 72 hours before any further work is done on the posts.

3.4 POST CAPS (NOT USED):

3.5 SUPPORTING ARMS:

Design supporting arms, when required, to be weathertight. Where top rail is used, provide arms to accommodate the top rail. Install supporting arms as recommended by the manufacturer and as shown.

3.6 TOP RAILS:

Install rails before installing chain link fabric. Provide suitable means for securing rail ends to terminal and intermediate post. Top rails shall pass through intermediate post supporting arms or caps as shown. The rails shall have expansion couplings (rail sleeves) spaced as recommended by the manufacturer.

3.7 ACCESSORIES:

Supply accessories (posts braces, tension bands, tension bars, truss rods, and miscellaneous accessories), as required and recommended by the manufacturer, to accommodate the installation of a complete fence, with fabric that is taut and attached properly to posts, rails, and tension wire.

3.8 FABRIC:

Pull fabric taut and secured with wire ties or clips to the top rail and bottom rail close to both sides of each post and at intervals of not more than 24 inches on centers. Secure fabric to posts using stretcher bars and ties or clips.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****3.9 GATES:**

Install gates plumb, level, and secure for full opening without interference. Set keepers, stops and other accessories into concrete as required by the manufacturer and as shown. Adjust hardware for smooth operation and lubricate where necessary.

3.10 REPAIR OF GALVANIZED SURFACES:

Use repair compound, where surfaces need field or shop repair. Repair surfaces in accordance with the manufacturer's printed directions.

3.11 FINAL CLEAN-UP:

Remove all debris, rubbish and excess material from the project site.

END OF EXHIBIT "G"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

**EXHIBIT "H"
SEDIMENT CONTROL**

PART 1 -- GENERAL

1.1 REQUIREMENT:

CONTRACTOR shall provide effective sediment control measures during construction or until permanent erosion controls become effective so as to prevent pollution of water, detrimental effects to the NRA area and damage due to work on near the NRA area.

1.2 CONTRACTOR SUBMITTALS:

Submittals shall be in accordance with "Contractor Submittals" section.

Product Data: Manufacturer's catalog sheets on geotextile fabrics.

PART 2 -- PRODUCTS:

2.1 GENERAL:

Sediment control features consist of, but are not limited to, silt fence in approved areas by CITY or ECOLOGIST only.

2.2 FABRIC:

- A. Fabric shall be woven or non-woven consisting of long-chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester, or polyamid. The base plastic shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration due to ultra-violet light, heat exposure and chemicals that could be potentially damaging to the environment. The fabric shall be free of any treatment that may significantly alter its physical properties. The edges of the fabric shall be selvaged or otherwise finished to prevent the outer yarn from pulling away from the fabric.

- B. Fabric shall have the following properties:

Parameter	Standard Method	Value
Grab tensile strength	ASTM D 4632	100 lb
Burst strength	ASTM D 3786	200 psi
Apparent opening size	ASTM D 4751	Between 200 and 70 sieve size

- C. Fabric Manufacturer, or Approved equal: **Mirafi**

2.3 FENCING:

Woven wire fabric fencing shall be galvanized, mesh spacing of 6 inches, maximum 14-gauge, at least 30 inches tall.

2.4 FASTENERS:

Fasteners to wood posts shall be steel, at least 1-1/2 inches long. Fasteners to steel posts shall be galvanized clips.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****PART 3 -- EXECUTION:****3.1 GENERAL:**

- A. Provide erosion control barriers at the indicated locations and as required preventing erosion and silting loss from the Site.
- B. CONTRACTOR shall not commence clearing, grubbing, earthwork, or other activities that may cause erosion until barriers are in place.

3.2 HANDLING AND STORAGE:

The geotextile fabric shall be wrapped in a protective covering which is sufficient to protect it from sunlight, dirt, and other debris during shipment and storage.

3.3 INSTALLATION:

- A. Barrier systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Attach the woven wire fencing to the posts that are spaced a maximum of 6 feet apart and embedded a minimum of 12 inches. Install posts at a slight angle toward the source of the anticipated runoff.
- C. Trench in the toe of the filter fabric barrier with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. Lay fabric along the edges of the trench. Backfill and compact.
- D. Securely fasten the fabric materials to the woven wire fencing with tie wires.
- E. Reinforced fabric barrier shall have a height of 18 inches.
- F. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

3.4 MAINTENANCE:

Regularly inspect and repair or replace damaged components of the barrier. Unless otherwise directed, maintain the erosion control system until final acceptance, or upon construction commencement of north property, whichever comes last.

END OF EXHIBIT "H"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "I"
HURRICANE PLAN****PART 1 – GENERAL:****1.10 REQUIREMENT:**

- A. The CONTRACTOR is responsible for having plans for protection of the work site during hurricanes. In the event the National Weather Service issues a Hurricane Watch for Broward County, the CONTRACTOR shall immediately meet with the ENGINEER and the CITY to review the CONTRACTOR'S Hurricane Preparedness Plans.

In the event the National Weather Service issues a Hurricane Warning for Broward County, the CONTRACTOR shall immediately implement the Hurricane Preparedness Plan.

The Hurricane Preparedness Plan shall be submitted to the CITY and ENGINEER at the Pre-construction Meeting for approval and shall include the following:

1. Items and equipment that must be removed from the work site.
2. Methods and materials that will be utilized to secure the materials and work site.
3. Methods and materials that will be utilized to protect uncompleted work items.
4. Plan for maximizing traffic lanes for to be utilized for evacuation.
5. Items that must commence at the time of hurricane watch in order to be completed.

The CONTRACTOR shall immediately mobilize work forces upon issuance of a Hurricane Watch and shall commence with those items in Hurricane Preparedness Plan required to provide hurricane evacuation before a Hurricane Warning is issued.

The cost of preparing and implementing the Hurricane Preparedness Plan shall be the responsibility of the CONTRACTOR. Hurricane watch and warning will be grounds for contract time extensions.

1.20 CONTRACTOR SUBMITTALS:

- A. Submittals of the Hurricane Preparedness Plan shall be in accordance with "Contractor Submittals".

PART 2 – PRODUCTS (Not Used)**PART 3 – EXECUTION (Not Used)****END OF EXHIBIT "I"**

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "F"
CONTRACTOR SUBMITTALS****PART 1 – GENERAL:****1.10 GENERAL:**

Wherever submittals are required in these specifications or Drawings, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER. The CONTRACTOR shall distribute the submittals to the Testing Laboratory, CITY, or other entity, as appropriate for review.

1.20 PRE-CONSTRUCTION CONFERENCE SUBMITTALS:

A. At the pre-construction conference referred to in "Summary of Work", the CONTRACTOR shall submit the following items to the CITY and ENGINEER for review:

1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute ("Or-Equal") submittals.
2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
3. The first 60-day plan of operation.
4. A project overview bar chart.
5. The CONTRACTOR's site office (if any) and temporary utilities plan.
6. Location of lay-down areas.
7. A purchase materials plan that includes a list of materials to be purchased and required delivery dates and lead times for ordering.
8. NPDES permit documents (if required)
9. List of proposed SUBCONTRACTORS and points of contact phone numbers.
10. Hurricane Preparedness Plan.
11. Maintenance of Traffic – if deemed required by CITY.
12. Quality Control Plan

1.30 CONTRACTOR SUBMITTALS:

The following submittals shall be furnished to the CITY and ENGINEER by the CONTRACTOR as Shop Drawings.

Contractor's Safety Plan
Erosion Control Plans (for NPDES submission)
Filter Fabric
Hurricane Plan
Initial Schedule
Proposed Substitution or "as Equal" Items

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****1.40 UPDATES:**

- A. The CONTRACTOR shall provide on a monthly basis the following in a shop drawing submittal format:

Monthly Schedule Updates and Revisions
Monthly Safety Audit

- B. CONTRACTOR shall provide on a weekly basis the following in a shop drawing submittal format:

Weekly progress photos
Weekly updates of survey as-built Drawings

1.50 RECORD DRAWINGS AND FINAL SUBMITTALS:

The CONTRACTOR shall provide as-built survey, redlines, and certification as-built survey information on drawings prepared by ENGINEER of the placement of the fence.

1.60 SHOP DRAWINGS:

Wherever called for in the Contract Documents or where required by the CITY or ENGINEER, the CONTRACTOR shall furnish to the 1 copy or electronic version to the ENGINEER for review, 2 copies to the CITY of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, installation drawings, erection drawings, graphs, catalog number, data sheets, and similar items. Any material and/or equipment shall list manufacturer's name/address, specific trade names, complete with illustrations and/or necessary descriptive literature. The proposed items shall be clearly marked or underlined.

END OF EXHIBIT "F"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "G"
FENCES AND GATES****PART 1 – GENERAL:****1.1 DESCRIPTION:**

This work consists of all labor, materials, and equipment necessary for furnishing and installing chain link fence and gates as required for the perimeter of the preserve area – subject to complete, partial or no fence installation at these site locations as determined by CITY during the construction period. Contractor to obtain building permit from CITY, if required, for the fence installation.

1.2 QUALITY ASSURANCE:

- A. Chain link fencing shall be manufactured in accordance with the requirements of the CLFMI Manual. Fence manufacturer shall be a CLFMI member.
- B. Fence manufacturer shall have at least ten years of experience in the manufacture of chain link fencing.
- C. The fence fabric, posts, gates, and all hardware shall be manufactured and supplied by a single manufacturer, to ensure compatibility of all the fence elements and to define a single source responsibility.
- D. Contractor installing fence/gate shall have at least 5 years experience in the installation of chain link fencing.
- E. Acquire building permit, if necessary, for the fence from the City of Fort Lauderdale. Adhere to CITY and State Building Code criteria.

1.3 SUBMITTALS:

- A. Furnish the following:
 - 1. Manufacturer's Literature and Data: Chain link fencing, gates and all accessories.
 - 2. Manufacturer's Certificates: Zinc-coating complies with specifications.
- B. Shop Drawings for fence, posts, and double gate. Installation Details.

1.4 APPLICABLE PUBLICATIONS

- A. City of Fort Lauderdale Building Code.
- B. Florida Building Code.
- C. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- D. American Society for Testing and Materials (ASTM):
A392-03 Zinc-Coated Steel Chain-Link Fence Fabric

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

A817-03 Metal-Coated Steel Wire for Chain-Link Fence Fabric and
Marcelled Tension Wire

C94/C94M-03..... Ready-Mixed Concrete

F668-04.....Polyvinyl Chloride Coated Steel Chain Link Fences

F567-00 Installation of Chain-Link Fence

F626-(R2003) Fence Fittings

F900-03 Industrial and Commercial Swing Gates

F1043-00 Strength and Protective Coatings on Metal Industrial
Chain-Link Fence Framework

F1083-(R2003) Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded,
for Fence Structures.

- E. Federal Specifications (Fed. Spec.):
FF-P-110J..... Padlock, Changeable Combination

PART 2 – PRODUCTS:

2.1 GENERAL:

- A. Galvanized fencing and gates will be used in this project. Extent and use of fencing will be determined by CITY or CITY's Representative during construction.
- B. All fencing: Materials shall conform to ASTM F1083 and ASTM A392 ferrous metals, zinc-coated; and detailed specifications forming the various parts thereto; and other requirements specified herein. Zinc-coat metal members (including fabric, gates, posts, rails, hardware and other ferrous metal items) after fabrication shall be reasonably free of excessive roughness, blisters and sal-ammoniac spots.

2.2 CHAIN-LINK FABRIC:

ASTM A392 9-gauge wire woven in a 3 inch mesh. Top and bottom selvage shall have twisted and barbed finish. Zinc-coating weight shall be 2.0 ounces per square foot.

2.3 POST, FOR GATES AND FENCING:

STM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification. Provide post braces and truss rods for each gate, corner, pull or end post. Provide truss rods with turnbuckles or other equivalent provisions for adjustment.

2.4 TOP RAIL AND BOTTOM RAIL:

ASTM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification; fitted with suitable expansion sleeves and means for securing rail to each gate, corner, and end posts.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****2.5 ACCESSORIES:**

Accessories as necessary caps, rails, and brace ends, wire ties or clips, braces and tension bands, tension bars, truss rods, and miscellaneous accessories conforming to ASTM F626.

2.6 GATES:

ASTM F900, type as shown. Gate framing, bracing, latches, and other hardware zinc-coating weight shall be the same as the fabric. Gate leaves more than 8 feet wide shall have both intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Attach gate fabric to the gate frame by method standard with the manufacturer, except that welding will not be permitted. Arrange latches for padlocking so that padlock will be accessible from both sides of the gate regardless of the latching arrangement. When required, extend each end member of gate frame sufficiently above the top member.

2.7 GATE HARDWARE:

- A. Manufacturer's Standard Products installed complete. The type of hinges shall allow gates to swing through 180 degrees, from closed to open position. Hang and secure gates in such a manner that, when locked, they cannot be lifted off hinges.
- B. Provide stops and keepers for all double gates. Latches shall have a plunger-bar arranged to engage the center stop. Arrange latches for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar. Keepers shall consist of a mechanical device for securing the free end of the gate when in full open position.
- C. Equip gate openings with padlock conforming to Fed Spec FF-P-110H, Type EPC, size 2 inch. Padlocks shall have chains that are securely attached to the gate or gate post. Before padlocks are delivered to project, submit sample to Resident Engineer for approval. Approved sample may be incorporated in work. Key padlock as directed by the CITY.

2.8 CONCRETE:

ASTM C94/C94M, using 3/4 inch maximum-size aggregate, and having minimum compressive strength of 3000 psig at 28 days. Non-shrinking grout shall consist of one part Portland cement to three parts clean, well-graded sand, non-shrinking grout additive and the minimum amount of water to produce a workable mix.

PART 3 - EXECUTION**3.1 INSTALLATION:**

- A. Install eight (8') foot high fence by properly trained crew, on perimeter of property and preserve, subject to placement location by CITY or CITY's REPRESENTATIVE (all, portions of, or none of the fence may be installed at the discretion of the CITY). Install fence in accordance with ASTM F567 and with the manufacturer's printed installation instructions, except as modified herein or as shown. Maintain all equipment, tools, and machinery while on the project in sufficient quantities and capacities for proper installation of posts, chain links and

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

accessories.

- B. A Registered Professional Land Surveyor shall stake out the fence alignment for property or preserve boundaries.

3.2 EXCAVATION:

Excavation for concrete-embedded items shall be of the dimensions shown, except in bedrock. If bedrock is encountered before reaching the required depth, continue the excavation to the depth shown or 18 inches into the bedrock, whichever is less, and provide a minimum of 2 inches larger diameter than the outside diameter of the post. Clear loose material from post holes. Grade area around finished concrete footings as shown and dispose of excess earth as directed by the CITY.

3.3 POST SETTING:

Install posts plumb and in alignment. Set post in concrete footings of dimensions as shown, except in bedrock. Thoroughly compact concrete so as it to be free of voids and finished in a slope or dome to divert water running down the post away from the footing. Straight runs between braced posts shall not exceed 500 feet. Install posts in bedrock with a minimum of one inch of non-shrinking grout around each post. Thoroughly work non-shrinking grout into the hole so as to be free of voids and finished in a slope or dome. Cure concrete and grout a minimum of 72 hours before any further work is done on the posts.

3.4 POST CAPS (NOT USED):

3.5 SUPPORTING ARMS:

Design supporting arms, when required, to be weathertight. Where top rail is used, provide arms to accommodate the top rail. Install supporting arms as recommended by the manufacturer and as shown.

3.6 TOP RAILS:

Install rails before installing chain link fabric. Provide suitable means for securing rail ends to terminal and intermediate post. Top rails shall pass through intermediate post supporting arms or caps as shown. The rails shall have expansion couplings (rail sleeves) spaced as recommended by the manufacturer.

3.7 ACCESSORIES:

Supply accessories (posts braces, tension bands, tension bars, truss rods, and miscellaneous accessories), as required and recommended by the manufacturer, to accommodate the installation of a complete fence, with fabric that is taut and attached properly to posts, rails, and tension wire.

3.8 FABRIC:

Pull fabric taut and secured with wire ties or clips to the top rail and bottom rail close to both sides of each post and at intervals of not more than 24 inches on centers. Secure fabric to posts using stretcher bars and ties or clips.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****3.9 GATES:**

Install gates plumb, level, and secure for full opening without interference. Set keepers, stops and other accessories into concrete as required by the manufacturer and as shown. Adjust hardware for smooth operation and lubricate where necessary.

3.10 REPAIR OF GALVANIZED SURFACES:

Use repair compound, where surfaces need field or shop repair. Repair surfaces in accordance with the manufacturer's printed directions.

3.11 FINAL CLEAN-UP:

Remove all debris, rubbish and excess material from the project site.

END OF EXHIBIT "G"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

**EXHIBIT "H"
SEDIMENT CONTROL**

PART 1 -- GENERAL

1.1 REQUIREMENT:

CONTRACTOR shall provide effective sediment control measures during construction or until permanent erosion controls become effective so as to prevent pollution of water, detrimental effects to the NRA area and damage due to work on near the NRA area.

1.2 CONTRACTOR SUBMITTALS:

Submittals shall be in accordance with "Contractor Submittals" section.

Product Data: Manufacturer's catalog sheets on geotextile fabrics.

PART 2 -- PRODUCTS:

2.1 GENERAL:

Sediment control features consist of, but are not limited to, silt fence in approved areas by CITY or ECOLOGIST only.

2.2 FABRIC:

- A. Fabric shall be woven or non-woven consisting of long-chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester, or polyamid. The base plastic shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration due to ultra-violet light, heat exposure and chemicals that could be potentially damaging to the environment. The fabric shall be free of any treatment that may significantly alter its physical properties. The edges of the fabric shall be selvaged or otherwise finished to prevent the outer yarn from pulling away from the fabric.

- B. Fabric shall have the following properties:

Parameter	Standard Method	Value
Grab tensile strength	ASTM D 4632	100 lb
Burst strength	ASTM D 3786	200 psi
Apparent opening size	ASTM D 4751	Between 200 and 70 sieve size

- C. Fabric Manufacturer, or Approved equal: **Mirafi**

2.3 FENCING:

Woven wire fabric fencing shall be galvanized, mesh spacing of 6 inches, maximum 14-gauge, at least 30 inches tall.

2.4 FASTENERS:

Fasteners to wood posts shall be steel, at least 1-1/2 inches long. Fasteners to steel posts shall be galvanized clips.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****PART 3 -- EXECUTION:****3.1 GENERAL:**

- A. Provide erosion control barriers at the indicated locations and as required preventing erosion and silting loss from the Site.
- B. CONTRACTOR shall not commence clearing, grubbing, earthwork, or other activities that may cause erosion until barriers are in place.

3.2 HANDLING AND STORAGE:

The geotextile fabric shall be wrapped in a protective covering which is sufficient to protect it from sunlight, dirt, and other debris during shipment and storage.

3.3 INSTALLATION:

- A. Barrier systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Attach the woven wire fencing to the posts that are spaced a maximum of 6 feet apart and embedded a minimum of 12 inches. Install posts at a slight angle toward the source of the anticipated runoff.
- C. Trench in the toe of the filter fabric barrier with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. Lay fabric along the edges of the trench. Backfill and compact.
- D. Securely fasten the fabric materials to the woven wire fencing with tie wires.
- E. Reinforced fabric barrier shall have a height of 18 inches.
- F. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

3.4 MAINTENANCE:

Regularly inspect and repair or replace damaged components of the barrier. Unless otherwise directed, maintain the erosion control system until final acceptance, or upon construction commencement of north property, whichever comes last.

END OF EXHIBIT "H"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "I"
HURRICANE PLAN****PART 1 – GENERAL:****1.10 REQUIREMENT:**

- A. The CONTRACTOR is responsible for having plans for protection of the work site during hurricanes. In the event the National Weather Service issues a Hurricane Watch for Broward County, the CONTRACTOR shall immediately meet with the ENGINEER and the CITY to review the CONTRACTOR'S Hurricane Preparedness Plans.

In the event the National Weather Service issues a Hurricane Warning for Broward County, the CONTRACTOR shall immediately implement the Hurricane Preparedness Plan.

The Hurricane Preparedness Plan shall be submitted to the CITY and ENGINEER at the Pre-construction Meeting for approval and shall include the following:

1. Items and equipment that must be removed from the work site.
2. Methods and materials that will be utilized to secure the materials and work site.
3. Methods and materials that will be utilized to protect uncompleted work items.
4. Plan for maximizing traffic lanes for to be utilized for evacuation.
5. Items that must commence at the time of hurricane watch in order to be completed.

The CONTRACTOR shall immediately mobilize work forces upon issuance of a Hurricane Watch and shall commence with those items in Hurricane Preparedness Plan required to provide hurricane evacuation before a Hurricane Warning is issued.

The cost of preparing and implementing the Hurricane Preparedness Plan shall be the responsibility of the CONTRACTOR. Hurricane watch and warning will be grounds for contract time extensions.

1.20 CONTRACTOR SUBMITTALS:

- A. Submittals of the Hurricane Preparedness Plan shall be in accordance with "Contractor Submittals".

PART 2 – PRODUCTS (Not Used)**PART 3 – EXECUTION (Not Used)**

END OF EXHIBIT "I"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "G"
FENCES AND GATES****PART 1 – GENERAL:****1.1 DESCRIPTION:**

This work consists of all labor, materials, and equipment necessary for furnishing and installing chain link fence and gates as required for the perimeter of the preserve area – subject to complete, partial or no fence installation at these site locations as determined by CITY during the construction period. Contractor to obtain building permit from CITY, if required, for the fence installation.

1.2 QUALITY ASSURANCE:

- A. Chain link fencing shall be manufactured in accordance with the requirements of the CLFMI Manual. Fence manufacturer shall be a CLFMI member.
- B. Fence manufacturer shall have at least ten years of experience in the manufacture of chain link fencing.
- C. The fence fabric, posts, gates, and all hardware shall be manufactured and supplied by a single manufacturer, to ensure compatibility of all the fence elements and to define a single source responsibility.
- D. Contractor installing fence/gate shall have at least 5 years experience in the installation of chain link fencing.
- E. Acquire building permit, if necessary, for the fence from the City of Fort Lauderdale. Adhere to CITY and State Building Code criteria.

1.3 SUBMITTALS:

- A. Furnish the following:
 - 1. Manufacturer's Literature and Data: Chain link fencing, gates and all accessories.
 - 2. Manufacturer's Certificates: Zinc-coating complies with specifications.
- B. Shop Drawings for fence, posts, and double gate. Installation Details.

1.4 APPLICABLE PUBLICATIONS

- A. City of Fort Lauderdale Building Code.
- B. Florida Building Code.
- C. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- D. American Society for Testing and Materials (ASTM):
A392-03 Zinc-Coated Steel Chain-Link Fence Fabric

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

A817-03 Metal-Coated Steel Wire for Chain-Link Fence Fabric and
Marcelled Tension Wire

C94/C94M-03..... Ready-Mixed Concrete

F668-04.....Polyvinyl Chloride Coated Steel Chain Link Fences

F567-00 Installation of Chain-Link Fence

F626-(R2003) Fence Fittings

F900-03 Industrial and Commercial Swing Gates

F1043-00 Strength and Protective Coatings on Metal Industrial
Chain-Link Fence Framework

F1083-(R2003) Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded,
for Fence Structures.

- E. Federal Specifications (Fed. Spec.):
FF-P-110J..... Padlock, Changeable Combination

PART 2 – PRODUCTS:

2.1 GENERAL:

- A. Galvanized fencing and gates will be used in this project. Extent and use of fencing will be determined by CITY or CITY's Representative during construction.
- B. All fencing: Materials shall conform to ASTM F1083 and ASTM A392 ferrous metals, zinc-coated; and detailed specifications forming the various parts thereto; and other requirements specified herein. Zinc-coat metal members (including fabric, gates, posts, rails, hardware and other ferrous metal items) after fabrication shall be reasonably free of excessive roughness, blisters and sal-ammoniac spots.

2.2 CHAIN-LINK FABRIC:

ASTM A392 9-gauge wire woven in a 3 inch mesh. Top and bottom selvage shall have twisted and barbed finish. Zinc-coating weight shall be 2.0 ounces per square foot.

2.3 POST, FOR GATES AND FENCING:

STM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification. Provide post braces and truss rods for each gate, corner, pull or end post. Provide truss rods with turnbuckles or other equivalent provisions for adjustment.

2.4 TOP RAIL AND BOTTOM RAIL:

ASTM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification; fitted with suitable expansion sleeves and means for securing rail to each gate, corner, and end posts.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****2.5 ACCESSORIES:**

Accessories as necessary caps, rails, and brace ends, wire ties or clips, braces and tension bands, tension bars, truss rods, and miscellaneous accessories conforming to ASTM F626.

2.6 GATES:

ASTM F900, type as shown. Gate framing, bracing, latches, and other hardware zinc-coating weight shall be the same as the fabric. Gate leaves more than 8 feet wide shall have both intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Attach gate fabric to the gate frame by method standard with the manufacturer, except that welding will not be permitted. Arrange latches for padlocking so that padlock will be accessible from both sides of the gate regardless of the latching arrangement. When required, extend each end member of gate frame sufficiently above the top member.

2.7 GATE HARDWARE:

- A. Manufacturer's Standard Products installed complete. The type of hinges shall allow gates to swing through 180 degrees, from closed to open position. Hang and secure gates in such a manner that, when locked, they cannot be lifted off hinges.
- B. Provide stops and keepers for all double gates. Latches shall have a plunger-bar arranged to engage the center stop. Arrange latches for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar. Keepers shall consist of a mechanical device for securing the free end of the gate when in full open position.
- C. Equip gate openings with padlock conforming to Fed Spec FF-P-110H, Type EPC, size 2 inch. Padlocks shall have chains that are securely attached to the gate or gate post. Before padlocks are delivered to project, submit sample to Resident Engineer for approval. Approved sample may be incorporated in work. Key padlock as directed by the CITY.

2.8 CONCRETE:

ASTM C94/C94M, using 3/4 inch maximum-size aggregate, and having minimum compressive strength of 3000 psig at 28 days. Non-shrinking grout shall consist of one part Portland cement to three parts clean, well-graded sand, non-shrinking grout additive and the minimum amount of water to produce a workable mix.

PART 3 - EXECUTION**3.1 INSTALLATION:**

- A. Install eight (8') foot high fence by properly trained crew, on perimeter of property and preserve, subject to placement location by CITY or CITY's REPRESENTATIVE (all, portions of, or none of the fence may be installed at the discretion of the CITY). Install fence in accordance with ASTM F567 and with the manufacturer's printed installation instructions, except as modified herein or as shown. Maintain all equipment, tools, and machinery while on the project in sufficient quantities and capacities for proper installation of posts, chain links and

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

accessories.

- B. A Registered Professional Land Surveyor shall stake out the fence alignment for property or preserve boundaries.

3.2 EXCAVATION:

Excavation for concrete-embedded items shall be of the dimensions shown, except in bedrock. If bedrock is encountered before reaching the required depth, continue the excavation to the depth shown or 18 inches into the bedrock, whichever is less, and provide a minimum of 2 inches larger diameter than the outside diameter of the post. Clear loose material from post holes. Grade area around finished concrete footings as shown and dispose of excess earth as directed by the CITY.

3.3 POST SETTING:

Install posts plumb and in alignment. Set post in concrete footings of dimensions as shown, except in bedrock. Thoroughly compact concrete so as it to be free of voids and finished in a slope or dome to divert water running down the post away from the footing. Straight runs between braced posts shall not exceed 500 feet. Install posts in bedrock with a minimum of one inch of non-shrinking grout around each post. Thoroughly work non-shrinking grout into the hole so as to be free of voids and finished in a slope or dome. Cure concrete and grout a minimum of 72 hours before any further work is done on the posts.

3.4 POST CAPS (NOT USED):

3.5 SUPPORTING ARMS:

Design supporting arms, when required, to be weathertight. Where top rail is used, provide arms to accommodate the top rail. Install supporting arms as recommended by the manufacturer and as shown.

3.6 TOP RAILS:

Install rails before installing chain link fabric. Provide suitable means for securing rail ends to terminal and intermediate post. Top rails shall pass through intermediate post supporting arms or caps as shown. The rails shall have expansion couplings (rail sleeves) spaced as recommended by the manufacturer.

3.7 ACCESSORIES:

Supply accessories (posts braces, tension bands, tension bars, truss rods, and miscellaneous accessories), as required and recommended by the manufacturer, to accommodate the installation of a complete fence, with fabric that is taut and attached properly to posts, rails, and tension wire.

3.8 FABRIC:

Pull fabric taut and secured with wire ties or clips to the top rail and bottom rail close to both sides of each post and at intervals of not more than 24 inches on centers. Secure fabric to posts using stretcher bars and ties or clips.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****3.9 GATES:**

Install gates plumb, level, and secure for full opening without interference. Set keepers, stops and other accessories into concrete as required by the manufacturer and as shown. Adjust hardware for smooth operation and lubricate where necessary.

3.10 REPAIR OF GALVANIZED SURFACES:

Use repair compound, where surfaces need field or shop repair. Repair surfaces in accordance with the manufacturer's printed directions.

3.11 FINAL CLEAN-UP:

Remove all debris, rubbish and excess material from the project site.

END OF EXHIBIT "G"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

**EXHIBIT "H"
SEDIMENT CONTROL**

PART 1 -- GENERAL

1.1 REQUIREMENT:

CONTRACTOR shall provide effective sediment control measures during construction or until permanent erosion controls become effective so as to prevent pollution of water, detrimental effects to the NRA area and damage due to work on near the NRA area.

1.2 CONTRACTOR SUBMITTALS:

Submittals shall be in accordance with "Contractor Submittals" section.

Product Data: Manufacturer's catalog sheets on geotextile fabrics.

PART 2 -- PRODUCTS:

2.1 GENERAL:

Sediment control features consist of, but are not limited to, silt fence in approved areas by CITY or ECOLOGIST only.

2.2 FABRIC:

A. Fabric shall be woven or non-woven consisting of long-chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester, or polyamid. The base plastic shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration due to ultra-violet light, heat exposure and chemicals that could be potentially damaging to the environment. The fabric shall be free of any treatment that may significantly alter its physical properties. The edges of the fabric shall be selvaged or otherwise finished to prevent the outer yarn from pulling away from the fabric.

B. Fabric shall have the following properties:

Parameter	Standard Method	Value
Grab tensile strength	ASTM D 4632	100 lb
Burst strength	ASTM D 3786	200 psi
Apparent opening size	ASTM D 4751	Between 200 and 70 sieve size

C. Fabric Manufacturer, or Approved equal: **Mirafi**

2.3 FENCING:

Woven wire fabric fencing shall be galvanized, mesh spacing of 6 inches, maximum 14-gauge, at least 30 inches tall.

2.4 FASTENERS:

Fasteners to wood posts shall be steel, at least 1-1/2 inches long. Fasteners to steel posts shall be galvanized clips.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****PART 3 -- EXECUTION:****3.1 GENERAL:**

- A. Provide erosion control barriers at the indicated locations and as required preventing erosion and silting loss from the Site.
- B. CONTRACTOR shall not commence clearing, grubbing, earthwork, or other activities that may cause erosion until barriers are in place.

3.2 HANDLING AND STORAGE:

The geotextile fabric shall be wrapped in a protective covering which is sufficient to protect it from sunlight, dirt, and other debris during shipment and storage.

3.3 INSTALLATION:

- A. Barrier systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Attach the woven wire fencing to the posts that are spaced a maximum of 6 feet apart and embedded a minimum of 12 inches. Install posts at a slight angle toward the source of the anticipated runoff.
- C. Trench in the toe of the filter fabric barrier with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. Lay fabric along the edges of the trench. Backfill and compact.
- D. Securely fasten the fabric materials to the woven wire fencing with tie wires.
- E. Reinforced fabric barrier shall have a height of 18 inches.
- F. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

3.4 MAINTENANCE:

Regularly inspect and repair or replace damaged components of the barrier. Unless otherwise directed, maintain the erosion control system until final acceptance, or upon construction commencement of north property, whichever comes last.

END OF EXHIBIT "H"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "I"
HURRICANE PLAN****PART 1 – GENERAL:****1.10 REQUIREMENT:**

- A. The CONTRACTOR is responsible for having plans for protection of the work site during hurricanes. In the event the National Weather Service issues a Hurricane Watch for Broward County, the CONTRACTOR shall immediately meet with the ENGINEER and the CITY to review the CONTRACTOR'S Hurricane Preparedness Plans.

In the event the National Weather Service issues a Hurricane Warning for Broward County, the CONTRACTOR shall immediately implement the Hurricane Preparedness Plan.

The Hurricane Preparedness Plan shall be submitted to the CITY and ENGINEER at the Pre-construction Meeting for approval and shall include the following:

1. Items and equipment that must be removed from the work site.
2. Methods and materials that will be utilized to secure the materials and work site.
3. Methods and materials that will be utilized to protect uncompleted work items.
4. Plan for maximizing traffic lanes for to be utilized for evacuation.
5. Items that must commence at the time of hurricane watch in order to be completed.

The CONTRACTOR shall immediately mobilize work forces upon issuance of a Hurricane Watch and shall commence with those items in Hurricane Preparedness Plan required to provide hurricane evacuation before a Hurricane Warning is issued.

The cost of preparing and implementing the Hurricane Preparedness Plan shall be the responsibility of the CONTRACTOR. Hurricane watch and warning will be grounds for contract time extensions.

1.20 CONTRACTOR SUBMITTALS:

- A. Submittals of the Hurricane Preparedness Plan shall be in accordance with "Contractor Submittals".

PART 2 – PRODUCTS (Not Used)**PART 3 – EXECUTION (Not Used)****END OF EXHIBIT "I"**

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459**

**EXHIBIT "H"
SEDIMENT CONTROL**

PART 1 -- GENERAL

1.1 REQUIREMENT:

CONTRACTOR shall provide effective sediment control measures during construction or until permanent erosion controls become effective so as to prevent pollution of water, detrimental effects to the NRA area and damage due to work on near the NRA area.

1.2 CONTRACTOR SUBMITTALS:

Submittals shall be in accordance with "Contractor Submittals" section.

Product Data: Manufacturer's catalog sheets on geotextile fabrics.

PART 2 -- PRODUCTS:

2.1 GENERAL:

Sediment control features consist of, but are not limited to, silt fence in approved areas by CITY or ECOLOGIST only.

2.2 FABRIC:

A. Fabric shall be woven or non-woven consisting of long-chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester, or polyamid. The base plastic shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration due to ultra-violet light, heat exposure and chemicals that could be potentially damaging to the environment. The fabric shall be free of any treatment that may significantly alter its physical properties. The edges of the fabric shall be selvaged or otherwise finished to prevent the outer yarn from pulling away from the fabric.

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2.3 FENCING:

Woven wire fabric fencing shall be galvanized, mesh spacing of 6 inches, maximum 14-gauge, at least 30 inches tall.

2.4 FASTENERS:

Fasteners to wood posts shall be steel, at least 1-1/2 inches long. Fasteners to steel posts shall be galvanized clips.

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****PART 3 -- EXECUTION:****3.1 GENERAL:**

- A. Provide erosion control barriers at the indicated locations and as required preventing erosion and silting loss from the Site.
- B. CONTRACTOR shall not commence clearing, grubbing, earthwork, or other activities that may cause erosion until barriers are in place.

3.2 HANDLING AND STORAGE:

The geotextile fabric shall be wrapped in a protective covering which is sufficient to protect it from sunlight, dirt, and other debris during shipment and storage.

3.3 INSTALLATION:

- A. Barrier systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Attach the woven wire fencing to the posts that are spaced a maximum of 6 feet apart and embedded a minimum of 12 inches. Install posts at a slight angle toward the source of the anticipated runoff.
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3.4 MAINTENANCE:

Regularly inspect and repair or replace damaged components of the barrier. Unless otherwise directed, maintain the erosion control system until final acceptance, or upon construction commencement of north property, whichever comes last.

END OF EXHIBIT "H"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "I"
HURRICANE PLAN****PART 1 – GENERAL:****1.10 REQUIREMENT:**

- A. The CONTRACTOR is responsible for having plans for protection of the work site during hurricanes. In the event the National Weather Service issues a Hurricane Watch for Broward County, the CONTRACTOR shall immediately meet with the ENGINEER and the CITY to review the CONTRACTOR'S Hurricane Preparedness Plans.

In the event the National Weather Service issues a Hurricane Warning for Broward County, the CONTRACTOR shall immediately implement the Hurricane Preparedness Plan.

The Hurricane Preparedness Plan shall be submitted to the CITY and ENGINEER at the Pre-construction Meeting for approval and shall include the following:

1. Items and equipment that must be removed from the work site.
2. Methods and materials that will be utilized to secure the materials and work site.
3. Methods and materials that will be utilized to protect uncompleted work items.
4. Plan for maximizing traffic lanes for to be utilized for evacuation.
5. Items that must commence at the time of hurricane watch in order to be completed.

The CONTRACTOR shall immediately mobilize work forces upon issuance of a Hurricane Watch and shall commence with those items in Hurricane Preparedness Plan required to provide hurricane evacuation before a Hurricane Warning is issued.

The cost of preparing and implementing the Hurricane Preparedness Plan shall be the responsibility of the CONTRACTOR. Hurricane watch and warning will be grounds for contract time extensions.

1.20 CONTRACTOR SUBMITTALS:

- A. Submittals of the Hurricane Preparedness Plan shall be in accordance with "Contractor Submittals".

PART 2 – PRODUCTS (Not Used)**PART 3 – EXECUTION (Not Used)**

END OF EXHIBIT "I"

**FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) PARCEL 21B NRA MITIGATION AND MAINTENANCE
PROJECT 12459****EXHIBIT "I"
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1.20 CONTRACTOR SUBMITTALS:

- A. Submittals of the Hurricane Preparedness Plan shall be in accordance with "Contractor Submittals".

PART 2 – PRODUCTS (Not Used)**PART 3 – EXECUTION (Not Used)****END OF EXHIBIT "I"**



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
Water and Environmental Licensing Section

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

TREE REMOVAL LICENSE

LICENSEE:

City of Fort Lauderdale
c/o Miller Legg
5747 North Andrews Way
Fort Lauderdale, Florida 33309

LICENSE NO.: TP18-1056

Natural Resource Area #70
Fort Lauderdale Executive
Airport Parcel 21B

This license is issued under the provision of Chapter 27 of the Broward County Code of Ordinances also cited as Broward County Natural Resource Protection Code hereinafter called the Code. The above-named applicant, hereinafter called licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications as submitted by applicant, and made a part hereof and specifically described as follows:

Description of Work: Remove thirty (30) trees and understory from a portion of a site designated as Natural Resource Area #70. Preserve and enhance a 2.271 acre Conservation Area. The enhancement shall include the removal of exotic nuisance vegetation, the relocation of twelve (12) trees and palms, and the installation of native trees, shrubs and groundcover.

Location of Work: This project is located on the west side of N.W. 21st Avenue, south of N.W. 53rd Street, in Section 17, Township 49 South, Range 42 East in the City of Fort Lauderdale.

The tree removal shall be in accordance with the submitted Plan Revisions dated 07/05/18, Department date stamped 08/15/18, submitted Resource Management Plan dated 08/06/18, Application received 05/31/18, associated information all of which is designated as Department File #TR1805-011, and all General and Specific Conditions of this license.

Commencement of construction or the removal or relocation of trees specified in this license shall be deemed acceptance of all conditions of this license. License conditions shall also be deemed to be accepted if they are not objected to in writing and received by this Department within fourteen (14) calendar days of receipt of the license by the applicant.

The Department recommends that the licensee contact *811 prior to any tree or palm removals, relocations or installations to verify the presence of any utilities.

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by EPGMD pursuant to this chapter. EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPGMD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify EPGMD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
5. This license must be available for inspection on the licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under this chapter, except where such use is prohibited by section 403.111, Florida Statutes.
7. The licensee agrees to comply and shall comply with all provisions of the most current version of this chapter.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of this chapter that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and this chapter.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.
12. In addition to the general conditions set forth above, each license issued by EPGMD shall contain general conditions, specific condition, and operating requirements to ensure compliance with this chapter. The licensee agrees that general conditions and specific conditions are enforceable by the county for any violation thereof.
13. General and specific license conditions and operating requirements must be complied with at all times the licensed activity occurs even though the license may have expired, been suspended, or been revoked.

LICENSE NO.: TP18-1056

LICENSEE: City of Fort Lauderdale

SPECIFIC CONDITIONS:

1. A site meeting with Department staff, the clearing contractor and the tree relocation contractor shall be required prior to any clearing/tree removal/tree relocation activities onsite. The purpose of the meeting shall be to go over the placement of tree protection fencing around the Conservation Area and the relocation of trees onsite. All trees proposed for removal and or relocation must be flagged or clearly marked for verification purposes.
2. A draft executed Conservation Easement document for the Conservation Area must be approved "as to form" by the Office of the County Attorney within 90 days of license issuance. A fully executed Conservation Easement document must be recorded within six months of license issuance and prior to any certificates of occupancy being issued for the project.
3. The Conservation Area shall be surveyed and the boundaries of this area shall be delineated. The delineation shall occur prior to any construction activities onsite.
4. Replacement trees, shrubs and groundcover are required as mitigation for impacts to the Natural Resource Area. The Resource Management Plan dated 08/06/18 details the installation of 184 trees and 10,931 shrubs and groundcover plants. All plants shall be Florida Grade No. 1. All plant sizes shall be as specified in the plan.
5. The trees, shrubs and groundcover specified in the Resource Management Plan shall be installed within sixty (60) days of the removal of any trees in the Natural Resource Area. **The Department shall be notified upon installation.**
6. Tree relocations shall be done by a Broward County Licensed Tree Trimmer in accordance with sound arboricultural practices including root pruning, watering in, and post relocation irrigation and fertilization. Upper-story pruning will follow the American National Standard Institute (ANSI) A-300, 2008 guidelines. **Trees and palms will be relocated to their final designated location within 24 hours of initial digging.**
7. The licensee shall monitor the condition of each relocated tree and palm for a period of one year after installation. Should any relocated tree or palm die or be effectively destroyed within that one-year period, it shall be replaced according to the tree replacement requirements listed in Section 27-408(i), Broward County Code (BCC). This shall be done within sixty (60) days of tree mortality or effective destruction. **The Department shall be notified in this event.**
8. The licensee shall monitor the condition of all trees, shrubs and groundcover installed in accordance with the Resource Management Plan. Replacement trees, shrubs and groundcover shall be installed if it is determined that the minimum survival requirements of the Resource Management Plan are not being met.
9. All tree pruning done on site will be performed in accordance with BCC and (ANSI) A-300, 2008 guidelines. Palms will be pruned leaving all live fronds above the 9:00 to 3:00 o'clock positions.
10. **A continuous barrier shall be installed at the boundary of the Conservation Area to separate the area from the construction area. The barrier shall be made of sturdy materials, shall be easily seen and maintained for the duration of construction on the site. This Department shall be notified when the barriers are installed.**
11. No grade changes are to be made beneath the drip-lines of preserved trees or palms unless indicated on the plans referenced by the license.
12. Replacement or relocated trees and palms shall be planted at grade and surrounded by a four inch deep bed of mulch starting at the edge of the root ball and extending out to a three foot radius from the trunk. The top-most root originating from the trunk shall be visible at the soil surface.
13. Temporary supports shall be removed after trees and palms become established. This would normally be after 7 months for broad leaf trees and 12 months for palm trees.

LICENSE NO.: TP18-1056

LICENSEE: City of Fort Lauderdale

14. The licensee shall only remove those trees or palms so specified in the license. Any removal or damage to any other tree or palm on the site shall constitute a violation.
15. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances.

Issued: August 22nd, 2018

Expiration Date: August 22nd, 2023

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT



Peter Burke, Tree Preservation Manager
Environmental Engineering and Permitting Division

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

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

PRIME CONTRACTOR IDENTIFICATION FORM

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

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

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

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

MBE/WBE CONTRACTOR INFORMATION

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

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

CONTRACTOR CHECKLIST

- ☐ List Previous City of Fort Lauderdale Contracts

- ☐ Number of Employees in your firm

--Percent (%) Women

--Percent (%) Minorities

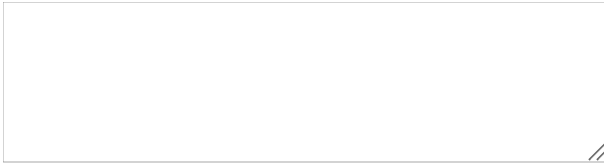
--Job Classifications of Women and Minorities

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

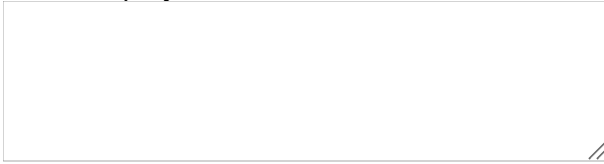
- ☐ Nature of the work subcontracted to minority and/or women-owned firms.

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

☐ Anticipated amount to be subcontracted on this project.

A large, empty rectangular box with a thin black border, intended for the user to input the anticipated amount to be subcontracted on this project. A small diagonal line is visible in the bottom right corner of the box.

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

A large, empty rectangular box with a thin black border, intended for the user to input the anticipated amount to be subcontracted to minority and/or women-owned businesses on this project. A small diagonal line is visible in the bottom right corner of the box.

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

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

How many years has your organization been in business?

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

The name of the qualifying agent for the firm and his position is: Certificate of Competency Number of Qualifying Agent: Effective Date: Expiration Date: Licensed in: Engineering Contractor's License #

(County/State)

Expiration Date:

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

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

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

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

a)

b)

c)

d)

e)

f)

g)

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

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

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

TRENCH SAFETY

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

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

Total: \$

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

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

DATE:

(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,

affixed his/her signature in the space provided above on this

day of , 20 .

NOTARY PUBLIC

My Commission Expires:

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>

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

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

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

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

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

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No:

Project Description:

	5
	6

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

Bid No. 12417-903 SPECIFIC REFERENCES FORM

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.

The Contractor shall have at least five (5) years previous construction experience in constructing additions/modifications of existing public buildings, in the State of Florida within the last five (5) years.

Bidder shall submit proof of the construction of a minimum of 3 similar projects in accordance with the requirements of the solicitation specifications / scope of work. Include the owner's name, address, phone number, and current e-mail address.

Note: Do not include proposed team members or parent/subsidiary/affiliated 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: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

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

Contact Person: _____

Contact E-Mail Address: _____

Project Name : _____

Description of the overall scope: _____

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

Contact Person: _____

Contact E-Mail Address: _____

Project Name : _____

Description of the overall scope: _____

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LEGAL DESCRIPTION

A PORTION OF TRACT 1, "F-X-E PLAT", AS RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY F-X-E PLAT", AS RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY , AS RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 6.0141 ACRES MORE OR LESS.

COMMENCING (2), AT THE MC SOUTHEAST CORNER OF SAID PARCEL 2B; THENCE SOUTH "75°32'19" WEST ALONG THE SOUTH LINE OF SAID PARCEL 21B, A DISTANCE OF 125.77' THENCE SOUTH "75°32'19" WEST ALONG THE SOUTH LINE OF SAID PARCEL 21B, A DISTANCE OF 125.77' THENCE SOUTH "75°32'19" WEST ALONG THE SOUTH LINE OF SAID PARCEL 21B, A DISTANCE OF 125.77' WEST ALONG THE SOUTH LINE OF SAID PARCEL 21B, A DISTANCE OF 125.77 FEET TO THE POINT OF BEGINNING (2); THENCE NORTH "00°00'00" WEST A DISTANCE OF 76.65 FEET; THENCE NORTH "64°42'20" WEST A DISTANCE OF 64.46 FEET; THENCE NORTH "88°11'24" EAST A DISTANCE OF 339.64 FEET; THENCE SOUTH "75°32'19" WEST A DISTANCE OF 339.64 FEET; THENCE SOUTH "89°52'41" WEST A DISTANCE OF 111.16 FEET; THENCE NORTH "27°00'37" WEST A DISTANCE OF 69.85 FEET; THENCE SOUTH "89°54'21" WEST A DISTANCE OF 56.23 FEET TO A WEST A DISTANCE OF 111.16 FEET; THENCE NORTH "27°00'37" WEST A DISTANCE OF 69.85 FEET; THENCE SOUTH "89°54'21" WEST A DISTANCE OF 56.23 FEET TO A WEST A DISTANCE OF 69.85 FEET; THENCE SOUTH "89°54'21" WEST A DISTANCE OF 56.23 FEET TO A WEST A DISTANCE OF 56.23 FEET TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL 21B; THENCE WEST "00°00'00" WEST A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING (2); THENCE NORTH "67°33'51" F-X-E PLAT; THENCE SOUTH "01°36'00" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 319.38 FEET; THENCE NORTH "67°33'51"; THENCE SOUTH "01°36'00" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 319.38 FEET; THENCE NORTH "67°33'51" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 319.38 FEET; THENCE NORTH "67°33'51" EAST, A DISTANCE OF 61.24 FEET; THENCE NORTH "88°11'24" EAST, A DISTANCE OF 290.12 FEET; THENCE SOUTH "01°48'36" EAST, A DISTANCE OF 16.50 FEET; THENCE NORTH EAST, A DISTANCE OF 290.12 FEET; THENCE SOUTH "01°48'36" EAST, A DISTANCE OF 16.50 FEET; THENCE NORTH EAST, A DISTANCE OF 16.50 FEET; THENCE NORTH "88°11'24" EAST, A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING (2); THENCE NORTH "67°33'51" EAST, A DISTANCE OF 87.80 FEET; THENCE NORTH "75°32'19" EAST, A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING (2); EAST, A DISTANCE OF 87.80 FEET; THENCE NORTH "75°32'19" EAST, A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING (2). EAST, A DISTANCE OF 87.80 FEET; THENCE NORTH "75°32'19" EAST, A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING (2).

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 2.2673 ACRES



FORT LAUDERDALE, FLORIDA



5201 NW 21st AVE; FORT LAUDERDALE, FLORIDA



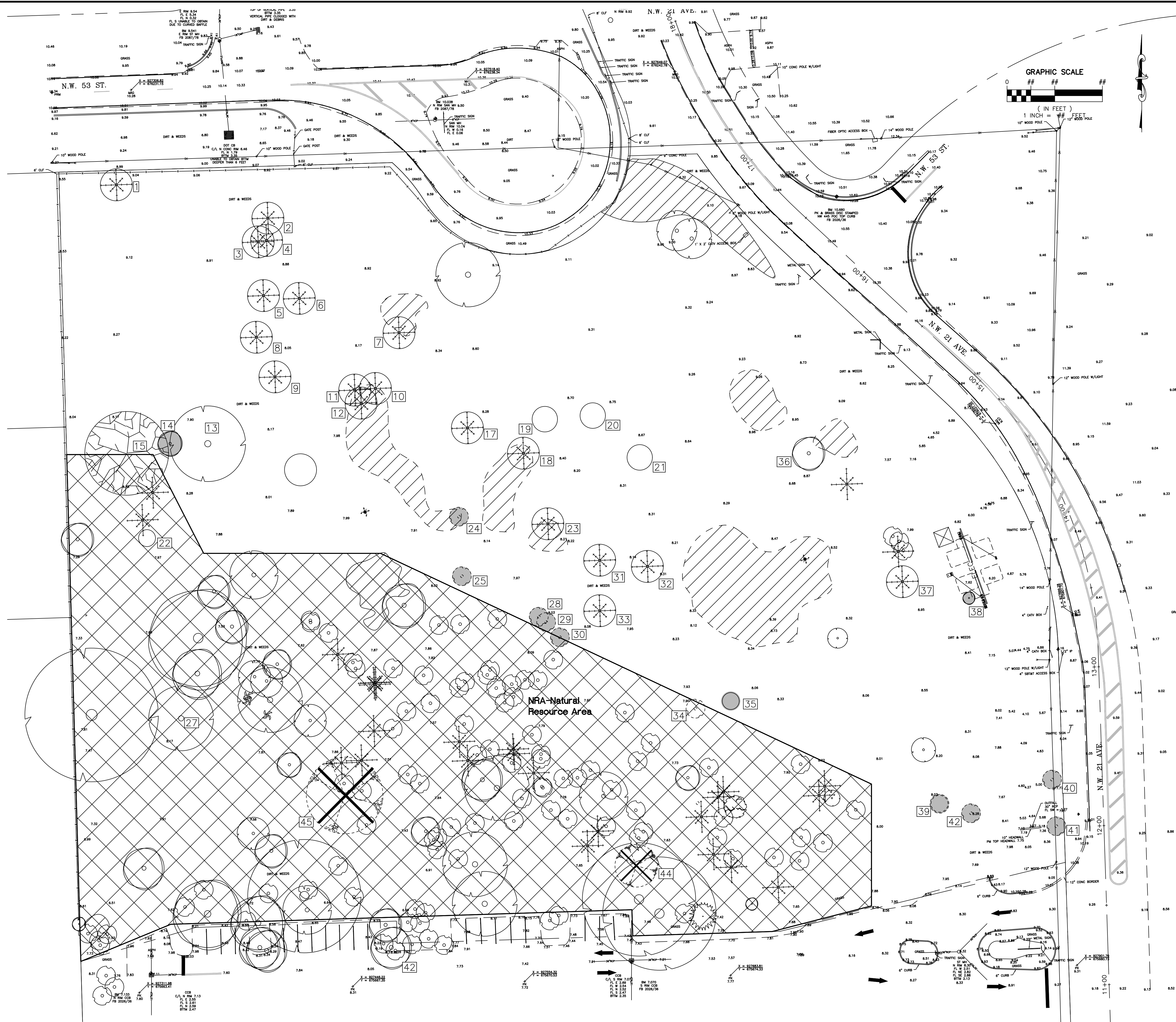
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

Ben Sorensen

954-628-3616

DRAWING FILE No.: 4-140-68

BID PLANS



SHEET NO.	OF
L01	2
TOTAL: 8	
CAD FILE: 12459-001-TSVY	
DRAWING FILE NO. 4-140-68	

Existing Tree List

Guide for Plant Appraisal, 9th Edition

Case/Location: Executive Airport Parcel 21B on NW 21st Avenue, Fort Lauderdale, FL

Date: 9/29/2017

4/10/2018 Updated per Broward County Licensing and Permitting Division

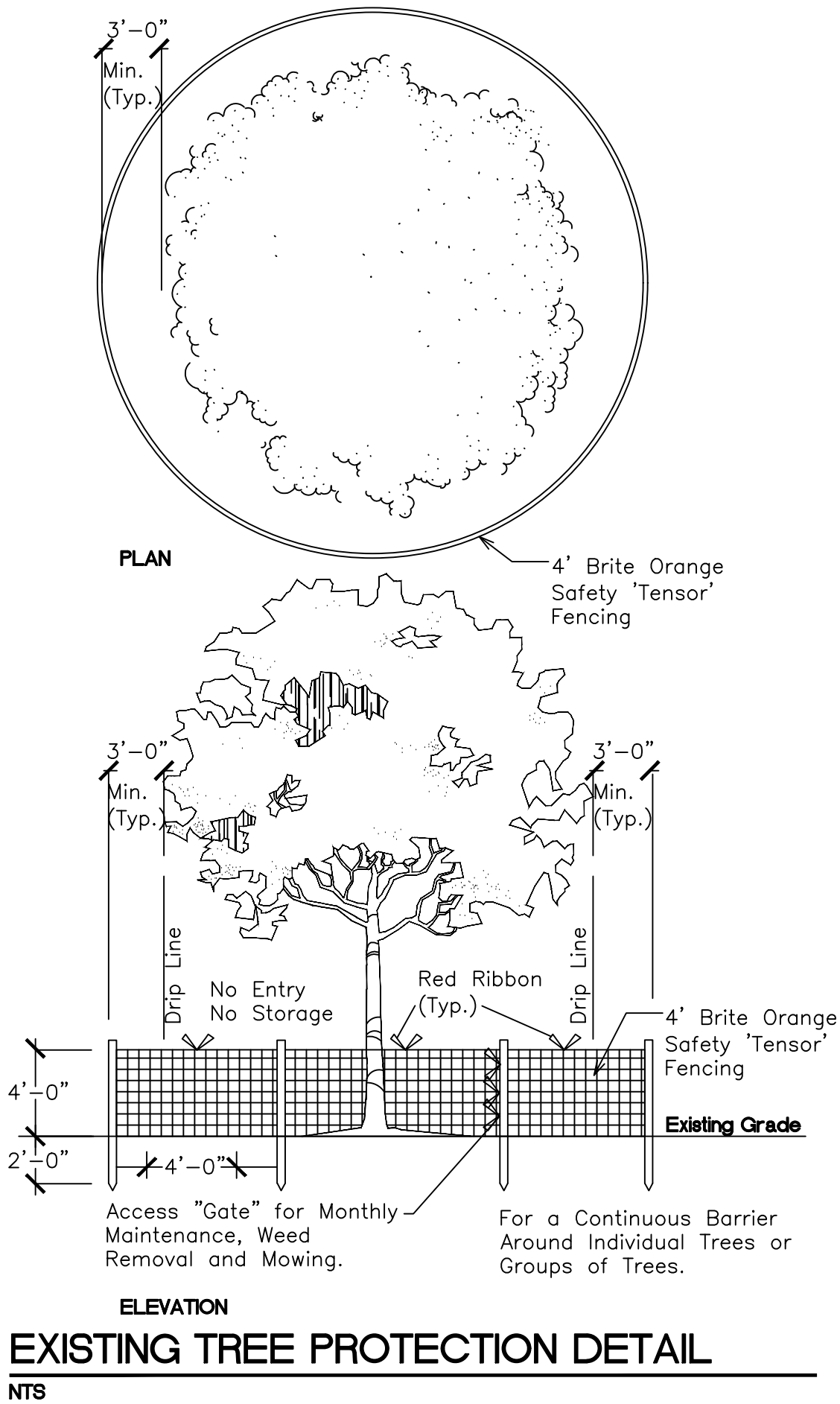
Appraiser: Thomas White, ASLA-ISA,
ISA Arborist FL-5248A

Tree #	Species (Botanical Name / Common Name)	Class	Rating %	=	X DBH Caliper (In Inches)	X (Condition)	Condition %	=	Caliper Removed	Replacement Value (\$65 per Inch)	Recommendation
1	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	10	Good-Fair	0.65	6.5	\$423		To Remain
2	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
3	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
4	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
5	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
6	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
7	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	16	Good-Fair	0.65	10.4	\$676		To Remain
8	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
9	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
10	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	12	Good-Fair	0.65	7.8	\$507		To Remain
11	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
12	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
13	Ficus aurea / Strangler Fig (40' Ht. x 50' Spr.)	A	100	1.00	16	Very Poor	0.12	1.9	\$125		To Remain
14	Quercus virginiana / Live Oak (22' Ht. x 10' Spr.)	A	100	1.00	4	Poor	0.25	1.0	\$65		To Be Relocated
15	Peltophorum pterocarpum / Yellow Poinciana (40' Ht. x 30' Spr.)	B	80	0.80	22	Very Poor	0.10	1.8	\$114		To Remain
16	This Space Left Blank Intentionally										
17	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	16	Good-Fair	0.65	10.4	\$676		To Remain
18	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	16	Good-Fair	0.65	10.4	\$676		To Remain
19	Quercus virginiana / Live Oak (20' Ht. x 6' Spr.)-80% Dead	A	100	1.00	8	Very Poor	0.07	0.6	\$36		To Remain
20	Quercus virginiana / Live Oak (12' Ht. x 4' Spr.)-90% Dead	A	100	1.00	8	Very Poor	0.05	0.4	\$26		To Remain
21	Quercus virginiana / Live Oak (10' Ht. x 4' Spr.)-80% Dead	A	100	1.00	2	Very Poor	0.07	0.1	\$9		To Remain
22	This Space Left Blank Intentionally										
23	Pinus elliottii / Slash Pine (40' Ht. x 30' Spr.)	A	100	1.00	10	Good-Fair	0.65	6.5	\$423		To Remain
24	See Palm List Below										
25	See Palm List Below										
26	This Space Left Blank Intentionally										
27	This Space Left Blank Intentionally										
28	See Palm List Below										
29	See Palm List Below										
30	See Palm List Below										
31	Pinus elliottii / Slash Pine (40' Ht. x 20' Spr.)	A	100	1.00	10	Good-Fair	0.65	6.5	\$423		To Remain
32	Pinus elliottii / Slash Pine (30' Ht. x 15' Spr.)	A	100	1.00	10	Good-Fair	0.65	6.5	\$423		To Remain
33	Pinus elliottii / Slash Pine (50' Ht. x 25' Spr.)	A	100	1.00	14	Good-Fair	0.65	9.1	\$592		To Remain
34	This Space Left Blank Intentionally										
35	Quercus virginiana / Live Oak (16' Ht. x 8' Spr.)	A	100	1.00	4	Very Poor	0.10	0.4	\$26		To Be Relocated
36	Quercus virginiana / Live Oak (25' Ht. x 15' Spr.)	A	100	1.00	9	Fair	0.50	4.5	\$293		To Remain
37	Pinus elliottii / Slash Pine (40' Ht. x 25' Spr.)	A	100	1.00	12	Good-Fair	0.65	7.8	\$507		To Remain
38	Quercus virginiana / Live Oak (16' Ht. x 8' Spr.)	A	100	1.00	4	Good-Fair	0.69	2.8	\$179		To Be Relocated
39	Quercus virginiana / Live Oak (22' Ht. x 8' Spr.)	A	100	1.00	4	Very Poor	0.10	0.4	\$26		To Be Relocated
40	See Palm List Below										
41	See Palm List Below										
42	See Palm List Below										
43	Ficus aurea / Strangler Fig (20' Ht. x 15' Spr.)	A	100	1.00	15	Very Poor	0.02	0.3	\$20		To Remain
Condition:									178.0	\$11,565.70	... Or TBD By City
	Specimen		100-80	%							
	Good-Healthy		79-60	%							
	Fair		59-40	%							
	Poor		39-20	%							
	Very Poor		19-1	%							
	Dead-Cull		0								
	Class										
	A		100%								
	B		80%								
	C		60%								
	D		40%								
	E		20%								
	F		0%								

Caliper Removed Formula = Rating % x DBH Caliper x Condition %.
Replacement Value Formula = DBH Caliper Inches x \$65.

Existing Palm List

Tree #	Species (Botanical Name / Common Name)	Class	Rating %	=	Height-OA (In Feet)	CT (In Feet)	Palm Replacement	Replacement Value (\$180 Per Palm)	Recommendation
24	Sabal palmetto / Cabbage Palm	D	40	0.40	25	18	0	\$180	To Be Relocated
25	Sabal palmetto / Cabbage Palm	D	40	0.40	25	18	0	\$180	To Be Relocated
28	Sabal palmetto / Cabbage Palm	D	40	0.40	22	16	0	\$180	To Be Relocated
29	Sabal palmetto / Cabbage Palm	D	40	0.40	22	16	0	\$180	To Be Relocated
30	Sabal palmetto / Cabbage Palm	D	40	0.40	22	16	0	\$180	To Be Relocated
40	Sabal palmetto / Cabbage Palm	D	40	0.40	10	3	0	\$180	To Be Relocated
41	Sabal palmetto / Cabbage Palm	D	40	0.40	16	8	0	\$180	To Be Relocated
42	Sabal palmetto / Cabbage Palm	D	40	0.40	16	8	0	\$180	To Be Relocated



THOMAS WHITE, A.S.L.A.
REG. NO. 1100
DATE:

DRAWN BY: TW
DESIGNED BY: SCALE: NTS
CHECKED BY: IT
FIELD BOOK:

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE



100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS
NO. DATE BY CH'D DESCRIPTION

PROJECT # 12459
PARCEL 21B NRA MITIGATION
TREE DISPOSITION TABULATION
5201 NW 21ST AVE. FORT LAUDERDALE FL, 33319

SHEET NO.

L02

OF

3

TOTAL:

8

CAD FILE:

12459-002-TSVY

DRAWING FILE NO.

4-140-68

APPROVED :
FLA. REGISTRATION NO. DATE :



Sabal palmetto / Cabbage Palm

Pinus elliottii / Slash Pine

Ficus aurea / Strangler Fig

Quercus virginiana / Live Oak

Calophyllum brasiliense / Brazilian Beautyleaf

Delonix regia / Royal Poinciana

Peltophorum pterocarpum / Yellow Poinciana

Bursera simaruba / Gumbo Limbo

Saw palmetto-Scrub Oak Areas

State of Florida
Professional Engineer
License No. 50063

DRAWN BY: PG	DATE: 10/11/2017
DESIGNED BY: WM	SCALE: 1" = 30'
CHECKED BY: DL, PP	
FIELD BOOK:	

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE



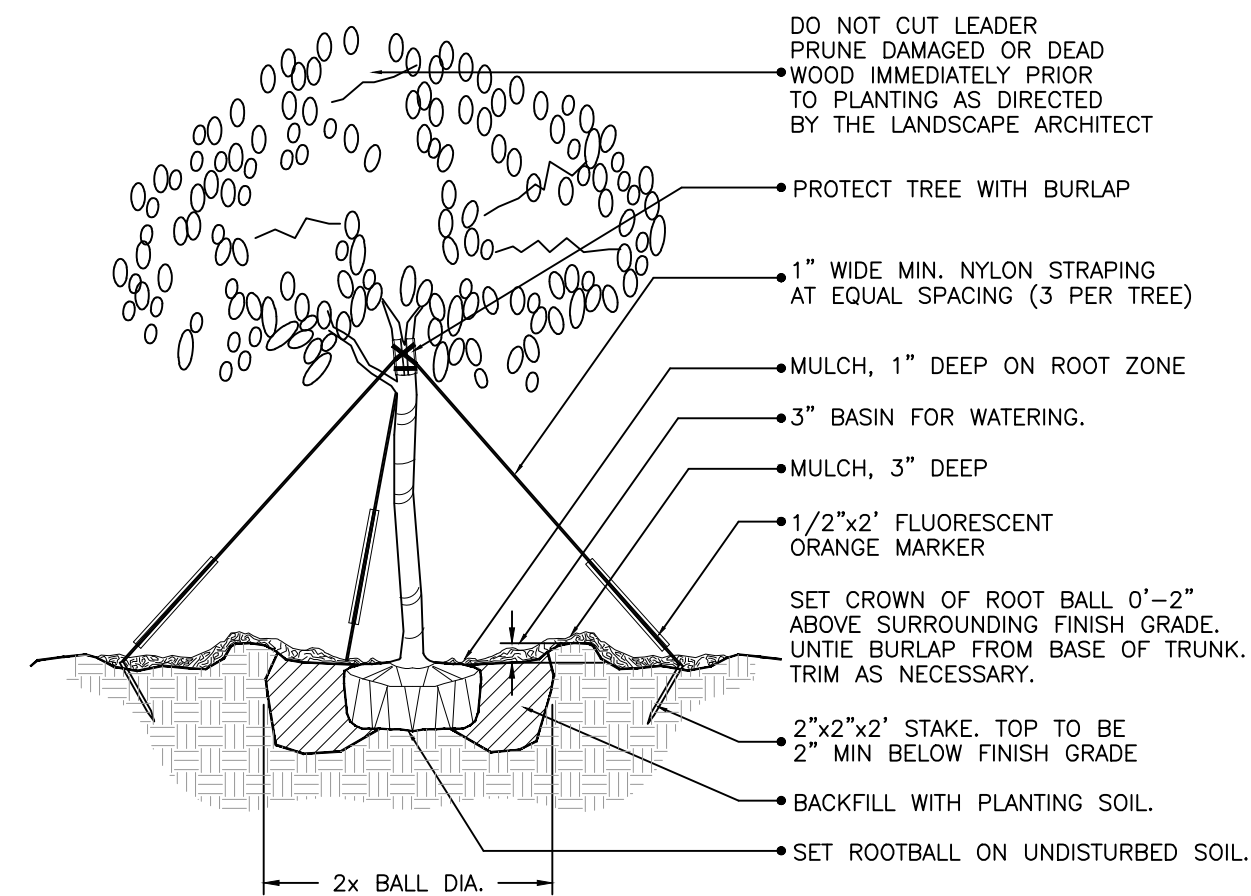
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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PROJECT # 12459
PARCEL 21B NRA MITIGATION
PLANTING PLAN
5201 NW 21ST AVE. FORT LAUDERDALE FL, 33319

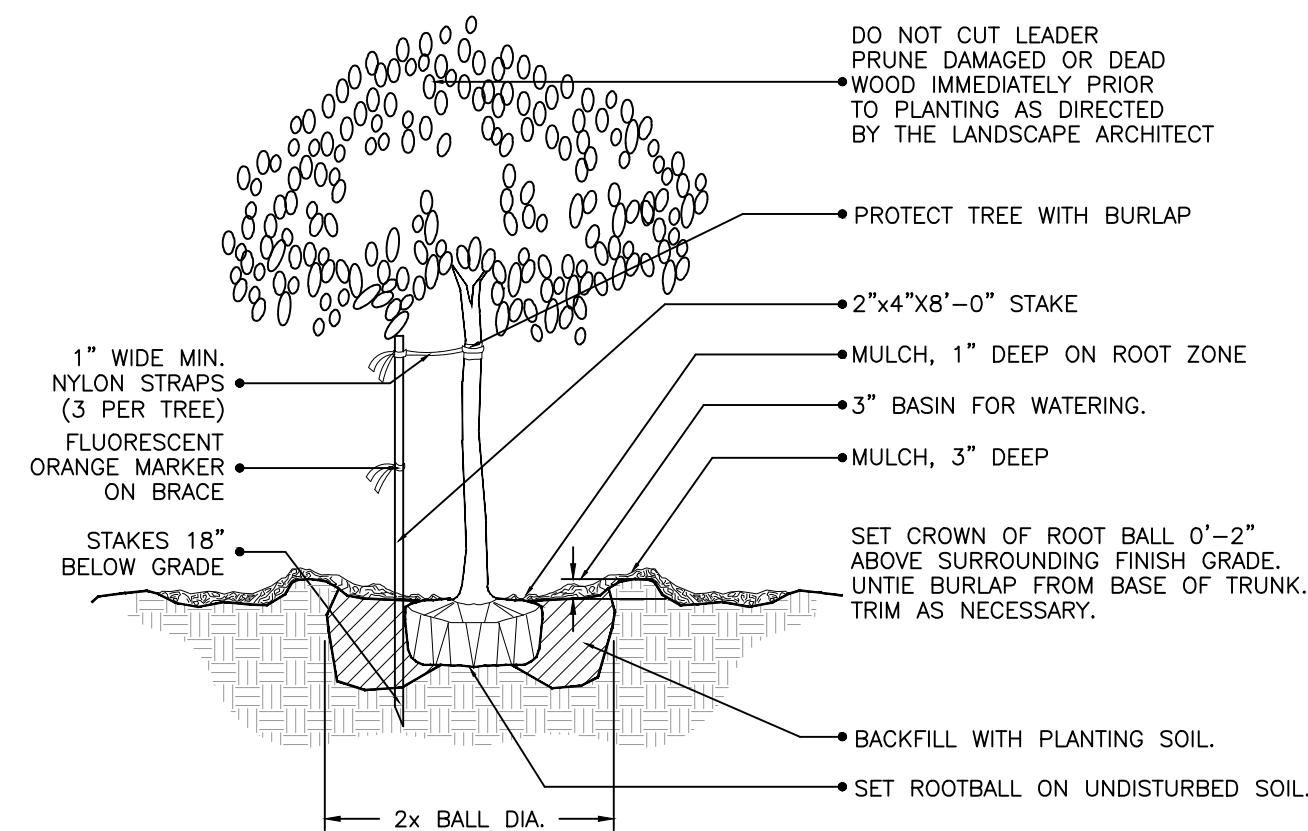
SHEET NO.	OF
L03	4
TOTAL: 8	
CAD FILE: 12459-003-LAND	
DRAWING FILE NO. 4-140-68	

CAM 21-0013
Exhibit 4 p. 16
165 of 174



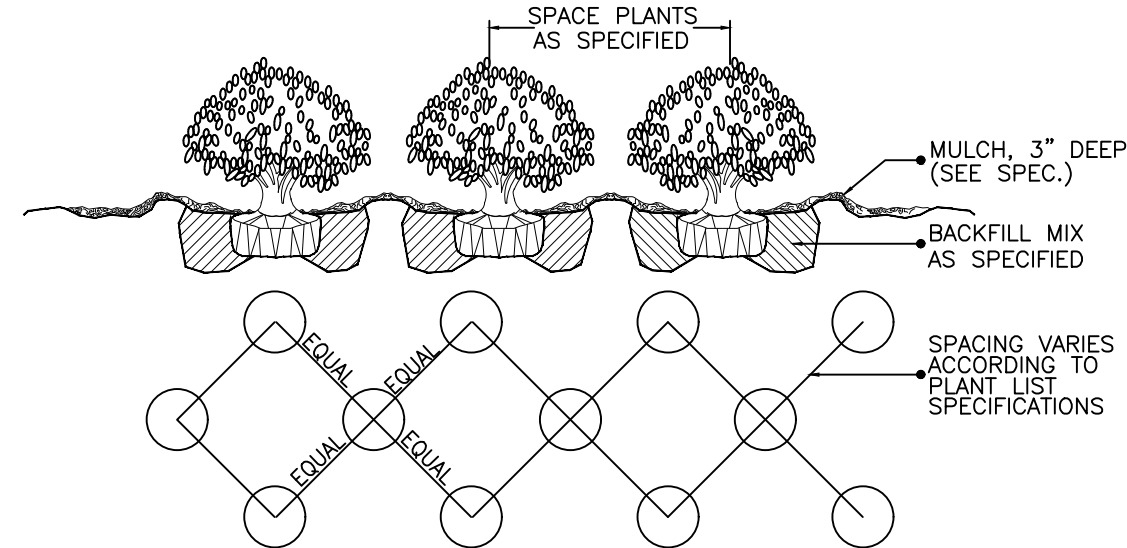
(2" cal. and over) LARGE TREE PLANTING DETAIL

NTS



(2" cal. and under) SMALL TREE PLANTING DETAIL

NTS

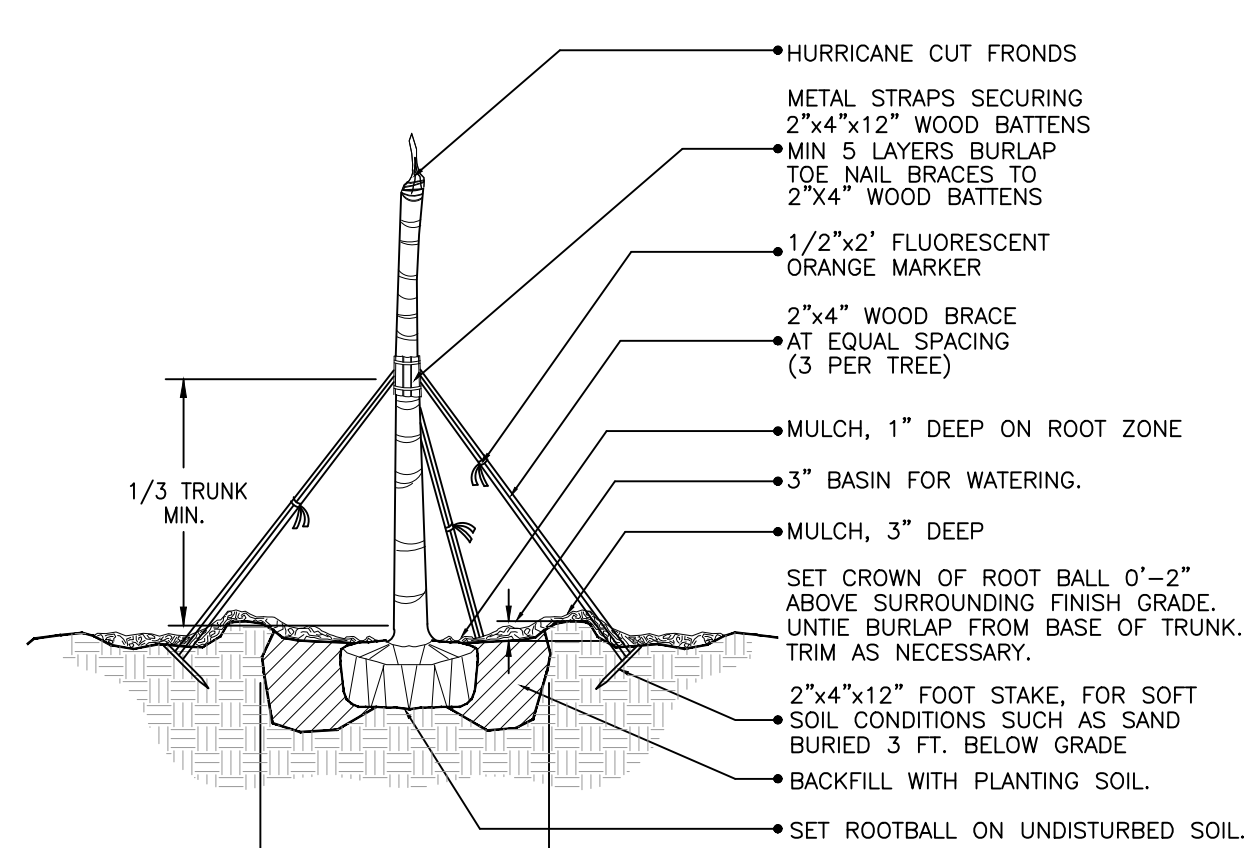


SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL

NTS

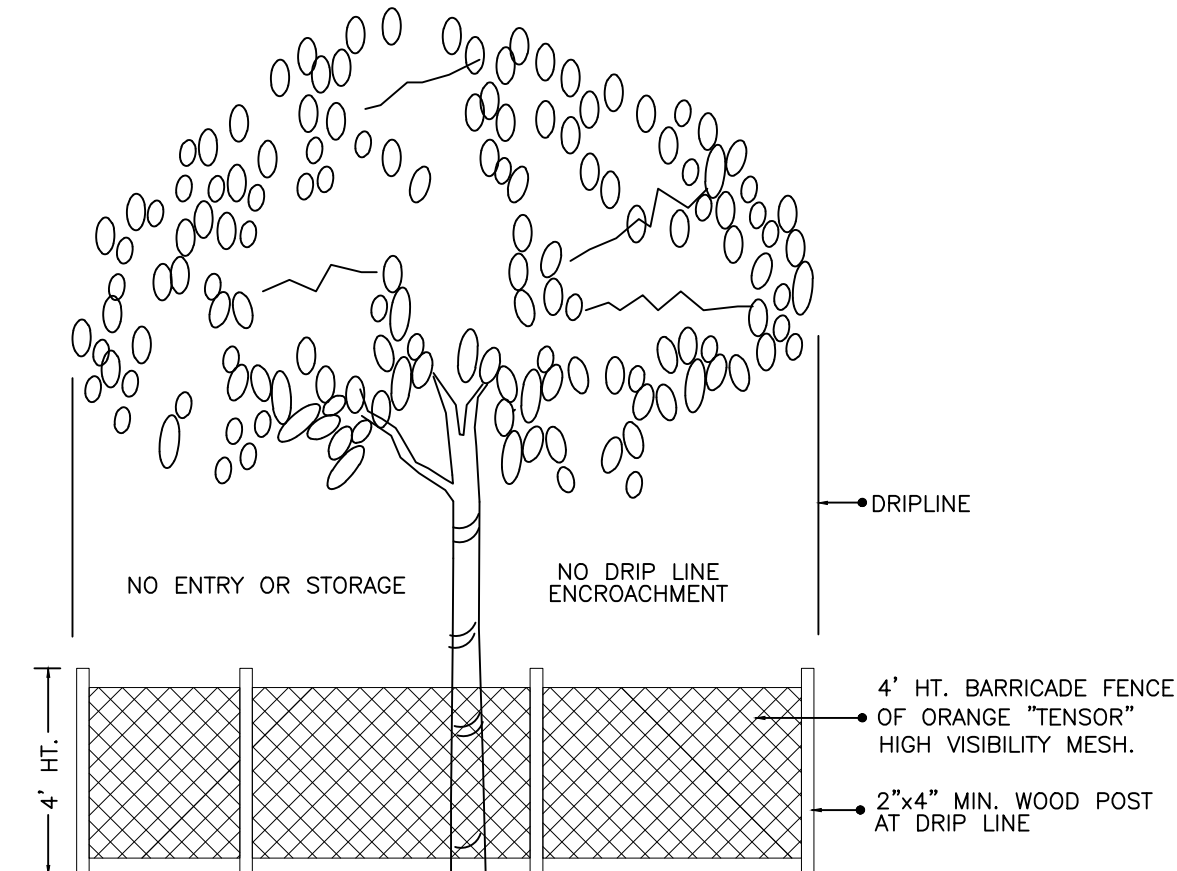
GENERAL NOTES:

1. PLANT MATERIAL: All plant material shall be Florida #1 or better, as established by "Grades and Standards for Nursery Plants" of the state of Florida, Department of Agriculture.
2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.
3. Quantities listed on the the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, topsoil, fertilizer, etc. shall be included in the unit cost of the plants.
4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or plant list, the plan takes precedence.
5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or florimulch grade 15" or better.
6. The Planting Plan shall be installed in compliance with all existing codes and applicable deed restrictions.
7. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas and 2" for sodded grass areas.
8. Planting soil to be a weed-free mixture of 50% sand, 40% muck, and 10% Canadian peat. All plant material to receive planting soil as per details.
9. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.
10. Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4770 Two Full Business Days prior to digging for underground utility locations.
11. Contractor shall be responsible for providing final grading of all associated planting areas.
12. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.
13. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 3).
14. No plunging of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.
15. Contractor shall stake & guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period and removal & disposal of staking after establishment period.
16. Fertilizer for grass areas shall be NPK 16-4-8 @ 12.5 lbs/1000 s.f. or 545 lbs/acre. Nitrogen 50% slow release form 4 fertilizer to include secondary micronutrients.
17. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Landscape Architect, the owner and governing municipality.



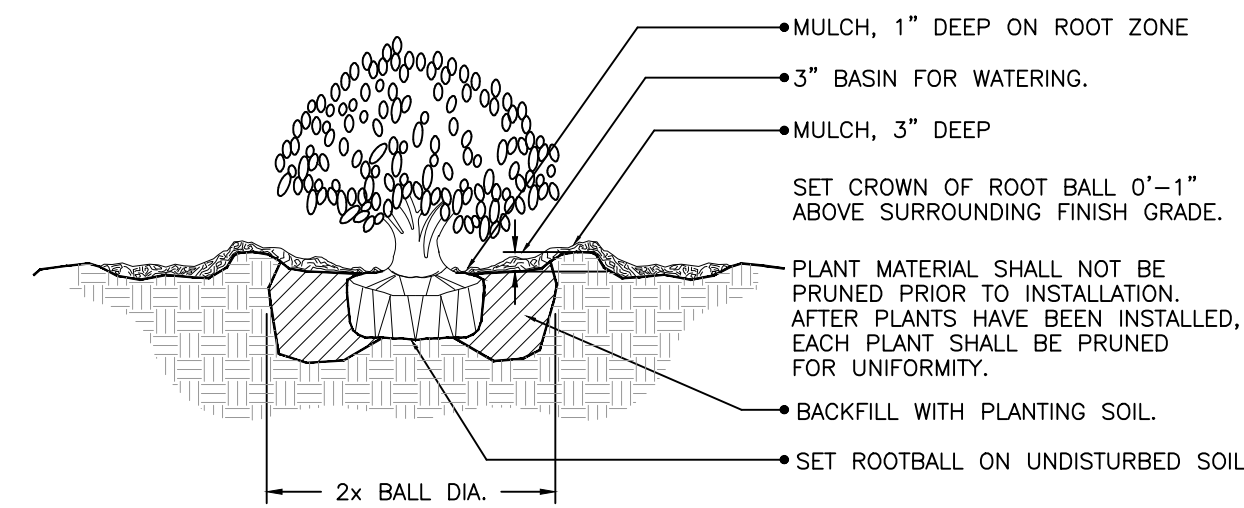
CIGARED SABAL PALM PLANTING DETAIL

NTS



TREE PRESERVATION BARRICADE FENCING DETAIL

NTS



SHRUB PLANTING DETAIL

NTS

FXE Mitigation Parcel 21b Planting Plan 7/10/2018

TREES (Planted 15' OC)

Planting Area	Species	Common Name	Size	Quantity
Area 1				
	<i>Sabal Palmetto</i>	Cabbage Palm	25 gallon	10
	<i>Quercus laurifolia</i>	Laurel Oak	25 gallon	20
	<i>Quercus laurifolia</i>	Laurel Oak	15 gallon	10
	<i>Pinus elliotti</i>	Slash Pine	15 gallon	10
		Total		50

Area 2				
	<i>Sabal Palmetto</i>	Cabbage Palm	25 gallon	5
	<i>Quercus laurifolia</i>	Laurel Oak	25 gallon	20
	<i>Quercus laurifolia</i>	Laurel Oak	15 gallon	6
	<i>Pinus elliotti</i>	Slash Pine	15 gallon	6
		Total		37

Area 3				
	<i>Quercus laurifolia</i>	Laurel Oak	25 gallon	6
	<i>Quercus laurifolia</i>	Laurel Oak	15 gallon	9
	<i>Pinus elliotti</i>	Slash Pine	15 gallon	6
		Total		21

Area 6				
	<i>Sabal Palmetto</i>	Cabbage Palm	25 gallon	5
	<i>Quercus laurifolia</i>	Laurel Oak	25 gallon	10
	<i>Quercus laurifolia</i>	Laurel Oak	15 gallon	13
	<i>Pinus elliotti</i>	Slash Pine	15 gallon	10
		Total		38

Area 8				
	<i>Quercus laurifolia</i>	Laurel Oak	25 gallon	7
	<i>Quercus laurifolia</i>	Laurel Oak	15 gallon	8
	<i>Pinus elliotti</i>	Slash Pine	15 gallon	8
		Total		23

Area 10				
	<i>Quercus laurifolia</i>	Laurel Oak	25 gallon	4
	<i>Quercus laurifolia</i>	Laurel Oak	15 gallon	5
	<i>Pinus elliotti</i>	Slash Pine	15 gallon	6
		Total		15

PLANTED 3' OC

Planting Area	Species	Common Name	Size	Quantity
Area 1	<i>Serona repens</i>	Saw palmetto	3 gallon	335
			1 gallon	783
		Total		1118

Area 2	<i>Serona repens</i>	Saw palmetto	3 gallon	255
			1 gallon	593
		Total		848

Area 3	<i>Serona repens</i>	Saw palmetto	3 gallon	104
			1 gallon	272
		Total		376

Area 6	<i>Serona repens</i>	Saw palmetto	3 gallon	268
			1 gallon	625
		Total		893

Area 8	<i>Serona repens</i>	Saw palmetto	3 gallon	116
			1 gallon	271
		Total		387

Area 10	<i>Serona repens</i>	Saw palmetto	3 gallon	90
			1 gallon	206
		Total		296

FXE Mitigation Parcel 21b Planting Plan 7/10/2018

PLANTED 3' OC

Planting Area	Species	Common Name	Size	Quantity
Area 4:				
	<i>Callicarpa americana</i>	Beautyberry	1 gallon	605
	<i>Serona repens</i>	Saw palmetto	3 gallon	80
	<i>Serona repens</i>	Saw palmetto	1 gallon	154
	<i>Psychotria nervosa</i>	Wild coffee	1 gallon	1700
	<i>Chrysobalanus icaco</i>	Cocoplum	1 gallon	355
	<i>Nephrolepis exaltata</i>	Sword fern	1 gallon	375
	<i>Tripsacum dactyloides</i>	Fakahatchee Grass	1 gallon	2000
		Total		5269

Area 5:				
	<i>Callicarpa americana</i>	Beautyberry	1 gallon	95
	<i>Serona repens</i>	Saw palmetto	3 gallon	30
	<i>Serona repens</i>	Saw palmetto	1 gallon	20
	<i>Psychotria nervosa</i>	Wild coffee	1 gallon	65
	<i>Chrysobalanus icaco</i>	Cocoplum	1 gallon	72
		Total		282

Area 7:				
	<i>Callicarpa americana</i>	Beautyberry	1 gallon	230
	<i>Serona repens</i>	Saw palmetto	3 gallon	45
	<i>Serona repens</i>	Saw palmetto	1 gallon	100
	<i>Psychotria nervosa</i>	Wild coffee	1 gallon	70
	<i>Chrysobalanus icaco</i>	Cocoplum	1 gallon	30
	<i>Nephrolepis exaltata</i>	Sword fern	1 gallon	85
		Total		560

Area 9:				
	<i>Callicarpa americana</i>	Beautyberry	1 gallon	320
	<i>Serona repens</i>	Saw palmetto	3 gallon	70
	<i>Serona repens</i>	Saw palmetto	1 gallon	100
	<i>Psychotria nervosa</i>	Wild coffee	1 gallon	62
	<i>Chrysobalanus icaco</i>	Cocoplum	1 gallon	90
	<i>Tripsacum dactyloides</i>	Fakahatchee Grass	1 gallon	230
	<i>Nephrolepis exaltata</i>	Sword fern	1 gallon	30
		Total		902

CITY OF FORT LAUDERDALE

PUBLIC WORKS DEPARTMENT

ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301



REVISIONS

NO. DATE BY CHKD DESCRIPTION

PROJECT # 12459

PARCEL 21B NRA MITIGATION

PLANTING PLAN PLANT LIST-DETAILS-NOTES

5201 NW 21ST AVE. FORT LAUDERDALE FL, 33319

SHEET NO.

OF

L04 5

TOTAL:

8

CAD FILE:

12459-004-LAND

DRAWING FILE NO.

4-140-68

APPROVED : _____ DATE : _____
FLA. REGISTRATION NO. _____

South Florida Office: 5747 N. Andrews Way
 Ft. Lauderdale, Florida - 33309-2364
 954-436-7000 - Fax: 954-436-8664
 www.millerlegg.com
 Certificates of Authorization: EB7318, LB6880, LC0337

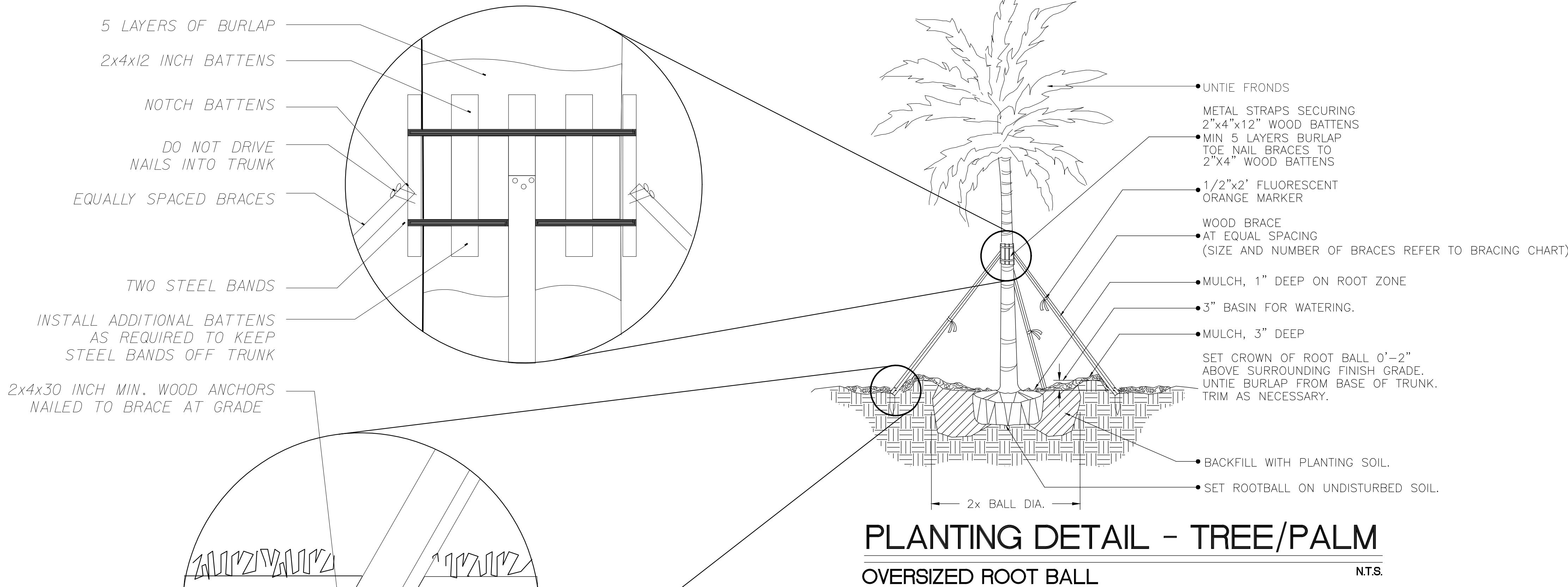
CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CALL 48 HOURS BEFORE DIGGING
FAA FACILITIES 954-358-7212



PALM BRACING CHART

COMMON NAME	BRACE QTY.	BRACE SIZE
SABAL PALM	(3)	2" X 4"

TREE BRACING CHART

COMMON NAME	BRACE QTY.	BRACE SIZE
LIVE OAK	(3)	2" X 4"

GENERAL NOTES

- REFER TO SHEET L01 FOR EXISTING TREE LOCATIONS.
- TREES SHALL BE RELOCATED ONCE FROM THEIR PRESENT LOCATION TO THE PROPOSED CONSERVATION AREA.
- TRANSPLANTING MUST BE COMPLETED WITHIN 24 HOURS AFTER EXTRACTING EACH TREE AND/OR PALM FROM ORIGINAL LOCATION.
- NO PLANT MATERIAL SHALL BE ACCEPTED SHOWING EVIDENCE OF CABLE, CHAIN, EQUIPMENT SCARS OR WHEN THE BALL OR EARTH SURROUNDING THE ROOTS HAS BEEN CRACKED, BROKEN OR OTHERWISE DAMAGED. PLANT MATERIAL SHOWING SUCH DAMAGE IS SUBJECT TO THE SAME WARRANTY AND REPLACEMENT REQUIREMENTS IN NOTATION 1.10.
- THE CONTRACTOR SHALL PROVIDE TO THE CITY OR CITY REPRESENTATIVE, A WATERING SCHEDULE THAT DETAILS DAY, TIME PER THE RECOMMENDED WATERING SCHEDULE QUANTITIES PROVIDED IN NOTATION 1.05.
- UPON COMPLETION OF THE PROJECT THE CONTRACTOR SHALL SUBMIT A MONTHLY LOG TO THE CITY OR CITY REPRESENTATIVE DETAILING THE DAY, TIME, AND GALLONAGE OF WATER THAT WAS ADMINISTERED TO ALL PLANT MATERIAL. A MONTHLY LOG SHALL BE SUBMITTED FOR THE DURATION OF THE PROJECT.

TRANSPLANTING PROCESS NOTES

1.01 ROOT PRUNING, WATERING BEFORE TRANSPLANTING

- ROOT PRUNE TREES THAT ARE LESS THAN 9" D.B.H. A MINIMUM OF EIGHT (8) WEEKS PRIOR TO MOVING THEM. ROOT PRUNING PALMS IS AT THE CONTRACTOR'S DISCRETION. 48 TO 72 HOURS PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2" TO 3" OF WATER.
- ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH TWO-THIRDS (2/3) OF THE WAY AROUND THE TREE OR PALMS A MINIMUM OF 24" DEEP. (THIS TRENCH SHALL FORM A ROOT BALL OF THE FOLLOWING SIZES):

CANOPY TREES	UP TO 4" CALIPER	3' DIAMETER
	4" TO 8" CALIPER	4' DIAMETER
	8" TO 12" CALIPER	5' DIAMETER
PALM TREES	ALL	CALIPER + 2' DIAMETER

- ALL EXPOSED ROOTS SHALL BE CUT OFF SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL. CONSTRUCT AND MAINTAIN A 6" TALL WATERING RING. WATER TREES THOROUGHLY AFTER ROOT PRUNING AND ONCE WEEKLY DURING THE 8 WEEK ROOT REGENERATION PERIOD.

1.02 TOP PRUNING AND THINNING

- THE AMOUNT OF GENERAL PRUNING AND THINNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED LIMBS. PRUNING AND THINNING SHALL BE DONE IN SUCH MANNER AS NOT TO CHANGE THE NATURAL HABITAT OR SHAPE OF THE PLANT. THE CITY OR CITY REPRESENTATIVE SHALL BE CONTACTED PRIOR TO PERFORMING ANY PRUNING OR THINNING.
- ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS.

1.03 BRACING AND GUYING OF TREES AND PALMS AFTER ROOT PRUNING

- BRACING AND GUYING SHALL BE PROVIDED TO ASSURE THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD; AS PER THE APPLICABLE DETAIL.

1.04 INSTALLATION

- EXCAVATION OF HOLES: PLANT HOLES SHALL BE ROUGHLY CYLINDRICAL SHAPE WITH THE SIDES APPROXIMATELY VERTICAL. THE DEPTH OF THE HOLE SHALL BE EQUAL TO THE ROOT DEPTH UNLESS FURTHER DEPTH IS REQUIRED TO PROVIDE ADEQUATE DRAINAGE. THE DIAMETER OF THE HOLE SHALL BE A MINIMUM OF 24" LARGER THAN THE ROOT BALL DIAMETER.
- SETTING OF PLANTS: PLANT MATERIAL SHALL BE PLANTED AT THEIR NATURAL AND ORIGINAL PLANTING LEVEL PRIOR TO THEIR RELOCATION AND PLACEMENT ON NEW SITE. WHEN LOWERED INTO THE HOLE, PLANTS SHALL REST ON THE PREPARED HOLE BOTTOM SUCH THAT THE SURFACE ROOTS AT THE TOP OF THE ROOT BALL ARE LEVEL OR SLIGHTLY ABOVE THE LEVEL OF THE TOP OF THE HOLE. CREATE A SAUCER APPROXIMATELY 6" DEEP TO HELP HOLD WATER. THE PLANTS SHALL BE STRAIGHT OR PLUMB OR NORMAL TO THE RELATIONSHIP OF THEIR GROWTH PRIOR TO TRANSPLANTING. THE CPM RESERVES THE RIGHT TO REALIGN ANY PLANT MATERIAL AFTER IT HAS BEEN SET, WITHOUT ANY ADDITIONAL COST.
- BACKFILLING:
 - FLOOD BOTTOM SOIL LAYER TO SETTLE TREE INTO BEST POSITION AND TO REMOVE AIR POCKETS.
 - CONTINUE TO FLOOD ROOT BALL AS PLANTING SOIL IS DEPOSITED TO INSURE REMOVAL OF ALL AIR POCKETS.
- WETTING AGENT: ALL RELOCATED TREES AND PALMS SHALL HAVE A "NON-SOLUBLE WETTING AGENT" APPLIED TO THE PLANTING SOIL AT THE TIME OF RELOCATION PER THE MANUFACTURERS' RATE.

1.05 WATERING TRANSPLANTED TREES OR PALMS

- WATER ROOT BALL IMMEDIATELY AFTER INSTALLATION. MAINTAIN SOIL MOISTURE IN THE ROOT ZONE AT AN OPTIMAL LEVEL FOR HEALTHY GROWTH. CONSTRUCT A 6" TALL WATERING RING AROUND THE TRANSPLANTED TREE OR PALM. DEEP WATER THE ENTIRE ROOT BALL AREA AT A MINIMUM ACCORDING TO THE FOLLOWING SCHEDULE:

WHEN:	FREQUENCY:	SMALL TREE/PALM AMOUNT:	LARGE TREE/PALM AMOUNT:
FIRST WEEK	ONCE DAILY	20 GAL. PER TREE	30 GAL. PER TREE
NEXT SEVEN WEEKS	3 TIMES PER WEEK	20 GAL. PER TREE	30 GAL. PER TREE
FOLLOWING TWO MONTHS	ONCE A WEEK	20 GAL. PER TREE	30 GAL. PER TREE

- THREE TIMES A WEEK WATERING CANNOT BE PERFORMED ON CONSECUTIVE DAYS AND ONCE A WEEK WATERING MUST HAVE A MINIMUM OF 3 DAYS INTERVAL BETWEEN WATERING.
- IF THERE IS NO SOURCE FOR WATER AVAILABLE AT THE PROJECT, SUCH AS A HOSE BIB(S) OR APPROVED FOR USE FIRE HYDRANT(S), THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING WATER BY MEANS OF A TRUCK OR TANK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PAY ANY FEES FOR WATER USE.
- CONTRACTOR MAY ADJUST WATERING SCHEDULE DURING HEAVY RAIN SEASON UPON APPROVAL BY THE CITY OR CITY REPRESENTATIVE.

1.06 MULCHING AND PLANT SAUCER

- SPREAD 3" MINIMUM DEPTH THICK LAYER OF MELALEUCA GRADE 'B' MULCH OR EQUAL OVER THE ENTIRE AREA OF THE ROOT BALL. NO MULCH SHALL BE PLACED WITHIN 3" OF THE BASE OF THE TREE OR PALM.

1.07 APPLICATION OF FERTILIZER

- THREE (3) WEEKS AFTER TRANSPLANTING, AND AFTER MULCHING, APPLY ON THE SURFACE, EVENLY SPREAD OVER THE ENTIRE ROOTBALL, WITH SOLUBLE FERTILIZER (12-6-8) WITH MINOR ELEMENTS AT A RATE OF 0.5 KG PER 1" OF TRUNK DIAMETER.

1.08 STAKING TREES AND PALMS

- STAKE AND GUY ALL RELOCATED TREES AND PALMS IMMEDIATELY AFTER INSTALLATION AS PER APPLICABLE DETAIL. ALL RELOCATED TREES AND PALMS SHALL BE BRACED FOR A PERIOD OF AT LEAST ONE (1) YEAR OR AS DIRECTED BY THE CITY OR CITY REPRESENTATIVE.

1.09 CLEAN-UP

- ANY PAVED AREAS, INCLUDING CURBS AND SIDEWALKS THAT HAVE BEEN STAINED WITH SOIL, SOD WASTE, FERTILIZER OR OTHER WASTE SHALL BE THOROUGHLY SWEEPED AND CLEANED.
- BACKFILLING OF HOLE LEFT BY RELOCATED TREE OR PALM SHALL BE DONE IMMEDIATELY AFTER TREE OR PALM REMOVAL, OR SUITABLE BARRICADES SHALL BE PROVIDED TO PREVENT INJURIES UNTIL HOLES ARE FILLED. THE CONTRACTOR SHALL BACKFILL HOLES WITH CLEAN FILL AND TOP SOIL TO A LEVEL FLUSH WITH ADJACENT GRADE.

1.10 WARRANTY AND REPLACEMENT

- THE CONTRACTOR SHALL BE REQUIRED TO INSTALL REPLACEMENT TREE OR PALMS KILLED OR DAMAGED DURING ACTIVITIES CARRIED OUT UNDER HIS CONTRACT. REPLACE WITH SAME SPECIES AT THE QUANTITY AND CALIPER SIZE INDICATED IN THE FOLLOWING SCHEDULE OR AS APPROVED BY THE DISTRICT LANDSCAPE ARCHITECT.

DEAD/DAMAGE QUANTITY	REPLACEMENT QUANTITY	DEAD/DAMAGED CALIPER SIZE	REPLACEMENT SIZE
TREES			
EACH	1	INCH OF CALIPER	EQUAL TO THAT WHICH BECAME DEAD/DAMAGED
PALMS			
EACH	1	FEET OF CALIPER	EQUAL TO THAT WHICH BECAME DEAD/DAMAGED

- EXTREME CARE MUST BE TAKEN TO AVOID MECHANICAL DAMAGE TO TREES OR PALMS THAT ARE TO BE PRESERVED AND/OR PROTECTED.
- FOR ALL REPLACEMENT PLANT MATERIAL, THE WARRANTY SHALL BE EXTENDED AN ADDITIONAL 45 DAYS BEYOND THE ORIGINAL WARRANTY PERIOD. ALL TREES OR PALMS THAT LEAN OR ARE BLOWN OVER, CAUSED BY WINDS, WILL BE RE-SET AND BRACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

DRAWN BY:	DATE:
PG	10/11/2017
DESIGNED BY:	SCALE:
WM	1" = 30'
CHECKED BY:	
DL, PP	
FIELD BOOK:	

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

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

PROJECT # 12459
PARCEL 21B NRA MITIGATION
PLANTING PLAN SPECIFICATIONS
5201 NW 21ST AVE. FORT LAUDERDALE FL, 33319

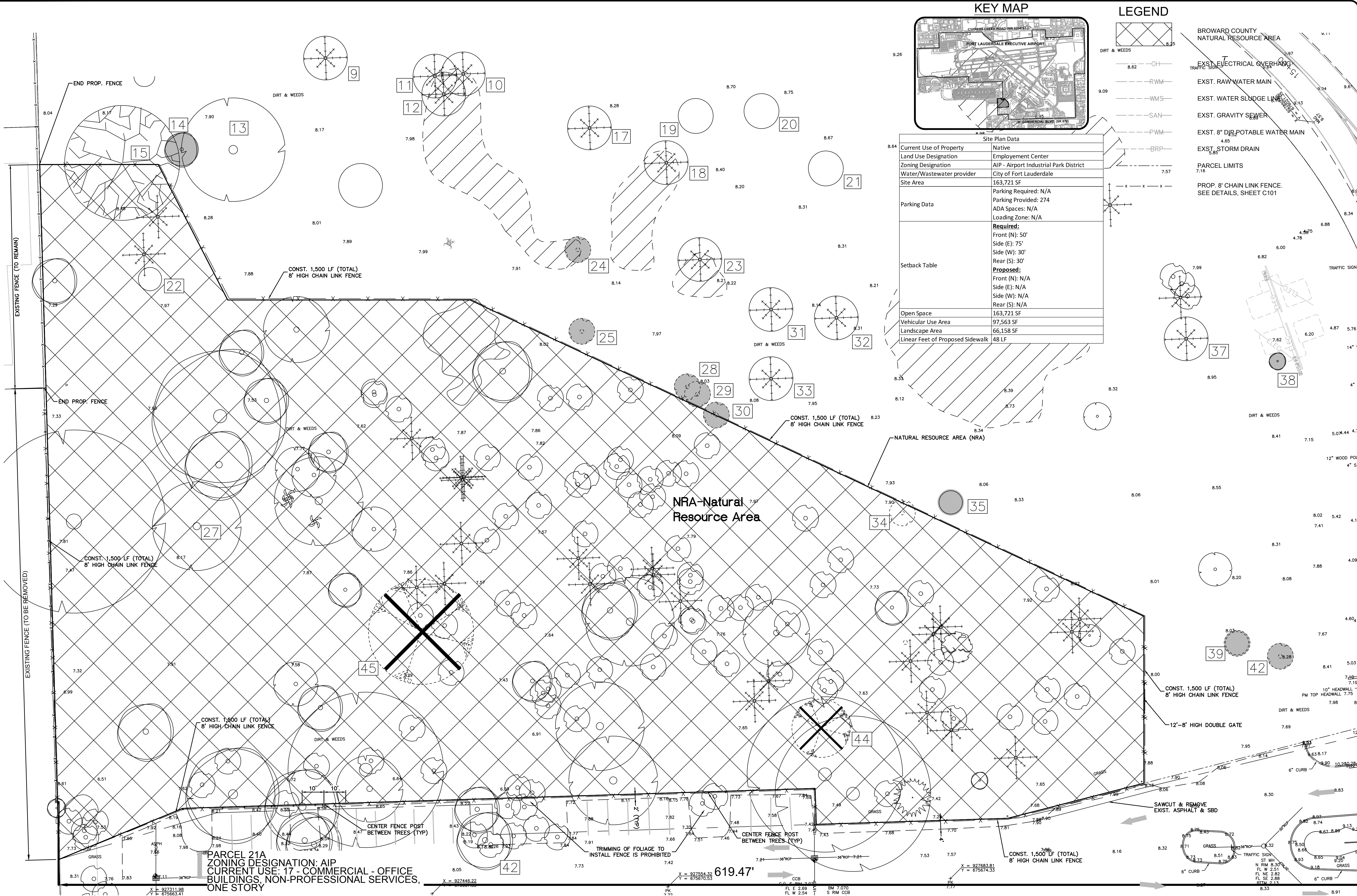
SHEET NO.	OF
L05	6
TOTAL:	9
CAD FILE:	12459-005-LAND
DRAWING FILE NO.	4-140-68

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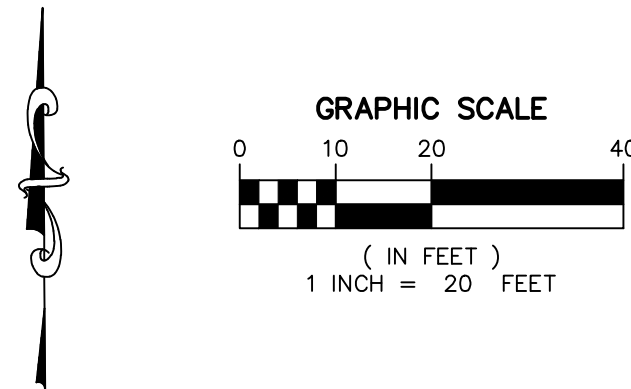
APPROVED : _____ DATE : _____
FLA. REGISTRATION NO. _____

V:\PROJECTS\2018\18-00003 - FXE MITIGATION SYS PARCEL 21B\DRAWINGS\FINAL ENGINEERING\12459-001-SITE.DWG



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APPROVED: _____ DATE: _____
FLA. REGISTRATION NO. _____

State of Florida
Professional Engineer
License No. 50063

DATE: 3/09/2018
PG
DESIGNED BY: SCALE: 1"=40'
PP
CHECKED BY: PP
FIELD BOOK: 33301

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS	
NO.	DESCRIPTION

PROJECT # 12459
PARCEL 21B NRA MITIGATION
FENCE CONSTRUCTION PLAN
5201 NW 21ST AVE. FORT LAUDERDALE FL, 33319

SHEET NO.	OF
C100	7

TOTAL: 8
CAD FILE: 12459-001-SITE
DRAWING FILE NO. 4-140-68

GENERAL NOTES.

GENERAL NOTES ON THE PROJECT PLANS AND DRAWINGS ARE SOLELY TO AID AND ASSIST THE CONTRACTOR WITH THE FIELD OPERATIONS FOR THE PROJECT. SAID GENERAL NOTES MAY NOT FULLY DESCRIBE ALL OF THE REQUIREMENTS FOR AN ITEM. THEREFORE, THE CONTRACTOR SHALL READ AND VERIFY THE CONTRACT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PLANS, SPECIFICATIONS, GENERAL TERMS AND CONDITIONS, AND THE SUPPLEMENTAL TERMS AND CONDITIONS, TO FULLY UNDERSTAND AND COMPLY WITH ALL THE REQUIREMENTS THEREIN.

I. APPLICABLE CODES

A. GENERAL

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF CITY OF FORT LAUDERDALE, SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.

B. CONSTRUCTION SAFETY

ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

C. SURVEY DATA

ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).

II. PRE-CONSTRUCTION RESPONSIBILITIES

- A. UPON RECEIPT OF NOTICE TO PROCEED, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.
- B. THE CONTRACTOR SHALL OBTAIN AN UNCLE CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
- C. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
- D. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
- E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
- F. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

III. INSPECTIONS

- A. THE CONTRACTOR SHALL NOTIFY CITY OF FORT LAUDERDALE AND THE ENGINEER OF RECORD AT LEAST 24 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS:

ALL INSPECTIONS SHALL BE MADE BY CITY OF FORT LAUDERDALE. THE ENGINEER OF RECORD WILL PROVIDE GENERAL CONSTRUCTION OBSERVATION SERVICES.

IV. SHOP DRAWINGS

- A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD FOR SANITARY MANHOLES, CATCH BASINS, TRENCH DRAINS AND OTHER ACCESSORIES.
- B. PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWINGS, AND SHALL NOTE IN RED ANY DEVIATIONS FROM THE ENGINEER'S PLANS OR SPECIFICATIONS.

V. TEMPORARY FACILITIES

A. TEMPORARY UTILITIES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.

B. TRAFFIC REGULATION

1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD.
2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
3. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF CITY OF FORT LAUDERDALE.

VI. PROJECT CLOSEOUT

A. CLEANING UP

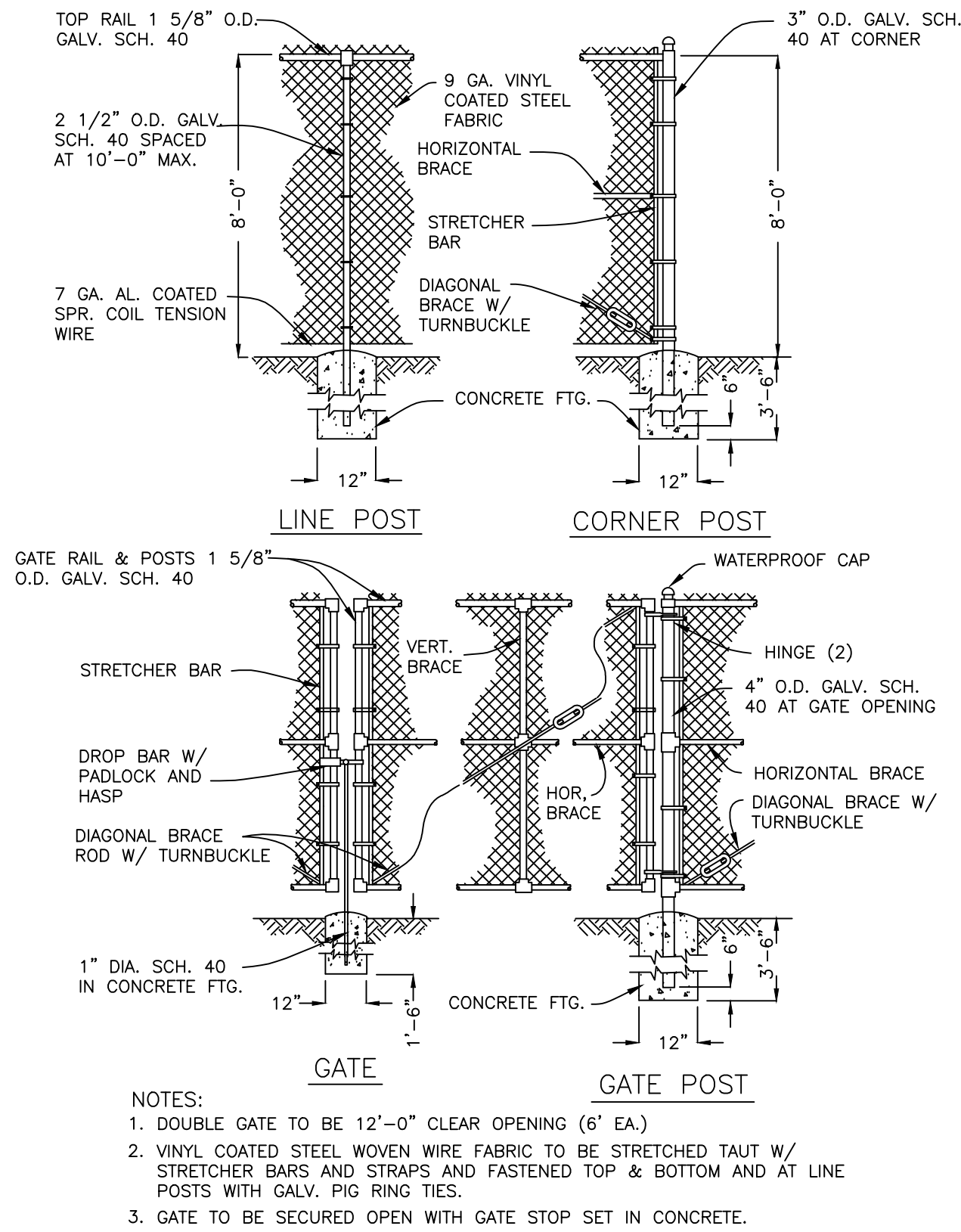
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEPED BROOM CLEAN.

2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, CITY OF FORT LAUDERDALE, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY ITS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF ITS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

B. PROJECT RECORD DOCUMENTS

1. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
2. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.
3. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD COMPLETE SETS OF "SURVEY AS-BUILT" CONSTRUCTION DRAWINGS AS REQUIRED FOR SUBMITTAL AND APPROVAL BY THE ENGINEER, AND CITY OF FORT LAUDERDALE. THESE DRAWINGS SHALL BE MARKED TO SHOW "SURVEY AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS. THE SURVEY AS-BUILT INFORMATION MUST BE SHOWN ON THE ENGINEER'S BASE CONSTRUCTION DRAWINGS. CONSTRUCTION CHANGES, DIMENSIONED LOCATIONS AND FINAL ELEVATIONS MUST BE ADDED TO THE ENGINEER'S BASE WITH THE ORIGINAL DESIGN INFORMATION "CROSSED OUT" AND THE CONSTRUCTED INFORMATION NEXT TO IT. CERTIFICATION STATEMENTS MUST BE PROVIDED AS REQUIRED BY THE PERMITTING AGENCIES. ALL SHEETS MUST BE LABELED "SURVEY AS-BUILTS" AND SHALL BE SIGNED AND SEALED BY A REGISTER LAND SURVEYOR.



FENCE DETAIL N.T.S.

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

APPROVED : _____ DATE : _____
FLA. REGISTRATION NO. _____

State of Florida
Professional Engineer
License No. 50063

PETER J. PELLERITO, P.E.

DATE: 3/09/2018

DESIGNED BY: SCALE: N/A

CHECKED BY: PP

FIELD BOOK: PP

CITY of FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

REVISIONS		DESCRIPTION	
NO.	DATE	BY	CHK'D

PROJECT # 12459
PARCEL 21B NRA MITIGATION

CONSTRUCTION NOTES & FENCE DETAILS
5201 NW 21ST AVE. FORT LAUDERDALE FL, 33319

SHEET NO. OF

C101 8

TOTAL: 8

CAD FILE: 12459-002-SITE

DRAWING FILE NO. 4-140-68

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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:

Check box if your firm qualifies for MBE / SBE / WBE: ☐

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

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

ADDENDUM ACKNOWLEDGEMENT - Bidder 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>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020



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. 1

ITB No. 12417-903

TITLE: Fort Lauderdale Executive Airport NRA Mitigation & Maintenance P12459

ISSUED: September 14, 2020

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

1. ORIGINAL LICENSING REQUIREMENTS:

Bid Comment Section:

Licensing Requirements: Possession of a State of Florida Pesticide Applicators License, Class "A" Broward County Tree Trimmers License and all other applicable licenses required to perform all services herein.

REVISED LICENSING REQUIREMENTS:

Bid Comment Section:

Licensing Requirements: Prime contractor shall possess a General Contractor's license. If the Prime is using a subcontractor(s), subcontractor(s) shall possess Pesticide Applicators license, Class "A" Broward County tree trimmers license, and a Certified arborist license to perform work required for this project.

2. SECTION 7.0. REQUIRED LICENSES/CERTIFICATIONS (PAGE 21)

ORIGINAL LANGUAGE:

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

Contractor shall be properly licensed in the State of Florida to conduct all activities outlined in the scope of services.

Contractor shall possess Pesticide Applicators license, Class A Broward County tree trimmers license, and Certified arborist license.

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

REVISED SECTION 7.0 REQUIRED LICENSES/CERTIFICATIONS (PAGE 21)

Prime contractor shall possess a General Contractor's license. If the Prime is using a subcontractor(s), subcontractor(s) shall possess Pesticide Applicators license, Class "A" Broward County tree trimmers license, and a Certified arborist license to perform work required for this project.



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

3. BIDSYNC Required Vendor Qualifications:

Arborist
Certified Arborist
Pesticide Application License
Tree Trimmer License

REVISED: BIDSYNC Required Vendor Qualifications are hereby removed.

4. BIDS DUE DATE:

ORIGINAL BIDS DUE DATE: September 18, 2020 at 2:00PM

REVISED BIDS DUE DATE: September 22, 2020 at 2:00PM

All other terms, conditions, and specifications remain unchanged.

Tanisha Boynton

Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12417-903 - Fort Lauderdale Executive Airport NRA Mitigation & Maintenance

Overall Bid Questions

Question 1

What is the Engineering Estimate for this project? (Submitted: Sep 2, 2020 11:33:56 AM EDT)

Answer

- The engineering estimate is \$150,000.00 - \$297,000.00 (Answered: Sep 3, 2020 3:18:50 PM EDT)

Question 2

The solicitation included Required Vendor Qualifications which were arborist certified arborist pesticide application license and tree trimmer license.

Our company does not have the Required Vendor Qualifications or Licensing required to submit a bid response to this solicitation.

Our company has a subcontractor that we work with that will meet all of these requirements.

Please advise if bidders can use a subcontractor to meet the listed Required Vendor Qualifications and Licensing Requirements. (Submitted: Sep 14, 2020 4:14:02 PM EDT)

Answer

- An Addendum has been posted in relation to the Required Vendor Qualifications and Licensing Requirements for this solicitation.

Prime contractor shall possess a General Contractors license. If the Prime is using a subcontractor, subcontractors shall possess Pesticide Applicators license Class A Broward County tree trimmers license and a Certified arborist license to perform work required for this project. (Answered: Sep 14, 2020 4:16:22 PM EDT)