

Solicitation 12505-613

River Oaks Stormwater Improvements (P11868)

Bid Designation: Public



City of Fort Lauderdale

Bid 12505-613

River Oaks Stormwater Improvements (P11868)

Bid Number **12505-613**
 Bid Title **River Oaks Stormwater Improvements (P11868)**

Bid Start Date **Mar 5, 2021 8:54:32 AM EST**
 Bid End Date **May 18, 2021 2:00:00 PM EDT**
 Question & Answer End Date **May 7, 2021 5:00:00 PM EDT**

Bid Contact **Maureen Lewis, MBA, CPPB**
Senior Procurement Specialist
Finance
954-828-5239
maureenl@fortlauderdale.gov

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**
 Pre-Bid Conference **Mar 16, 2021 10:00:00 AM EDT (Online)**
Attendance is optional

Bid Comments 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).

Sealed bids will be received electronically until 2:00 p.m., local time, on WEDNESDAY, APRIL 7, 2021, and opened online immediately thereafter for BID NO., 12505-613, PROJECT NO., 11868, RIVER OAKS STORMWATER IMPROVEMENTS.

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

Join Zoom Meeting
Phone one-tap:US: +16692545252,,1604693946#,1#,129898# or +16468287666,,1604693946#,1#,129898#

Meeting URL:[https://fortlauderdale.zoomgov.com/j/1604693946?](https://fortlauderdale.zoomgov.com/j/1604693946?pwd=eWhWWTZ2Y1hzbTIWTWNNZFNKUVNyUT09)
pwd=eWhWWTZ2Y1hzbTIWTWNNZFNKUVNyUT09

Meeting ID:160 469 3946
Password:129898

Join by Telephone
For higher quality, dial a number based on your current location.

Dial: US: +1 669 254 5252 or +1 646 828 7666 or +1 551 285 1373 or +1 669 216 1590
Meeting ID:160 469 3946
Password:129898

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.

The Project is located between Davie Road, SW 9th Avenue, State Road 84 and Interstate 95, in the City of Fort Lauderdale.

The Work to be accomplished under this contract includes, but is not limited to, storm water infrastructure removal and installation, pump station installation, water main relocation, Cured-In-Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration, check valve installation, guardrail removal and installation, and Maintenance of Traffic (MOT).

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

Drawing Plans: This Project consists of Drawing File No., 4-142-42, two hundred and forty-three (243) sheets. Drawing plans may be obtained free of charge at BIDSINC.COM.

Licensing Requirements: Possession of a Certified Underground Contractor or a Certified General Contractor's license is required for this Project.

Pre-Bid Meeting: A virtual pre-bid meeting will be held on **TUESDAY, MARCH 16, 2021**, at **10:00 a.m., local time**. Information regarding access to the meeting is provided below and can be viewed in real time through a "Zoom meeting" or similar type platform.

While attendance is not mandatory, it is strongly suggested that all contractors attend the pre-proposal conference. It will be the sole responsibility of the bidder to inspect the City's location and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Join Zoom Meeting

Time: Mar 16, 2021 10:00 AM Eastern Time (US and Canada)

Join ZoomGov Meeting

<https://fortlauderdale.zoomgov.com/j/1603088202?pwd=cWhGMGR2TIZFazRLajZnQXVINUprdz09>

Meeting ID: 160 308 8202

Password: 389312

One tap mobile

+16692545252,,1612627898#,,1#,978154# US (San Jose)

+16468287666,,1612627898#,,1#,978154# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

Find your local number: <https://fortlauderdale.zoomgov.com/u/abTnoiAuV9>

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

Bid Bonds:

Bidders can submit bid bonds for projects four different ways.

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

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

3) Bidders can hand deliver their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

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

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**

Certified Checks, Cashier's Checks and Bank Drafts :

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

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

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

For information concerning technical specifications, please utilize the Question/Answer 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.

Added on Mar 16, 2021:

The length of time for which the Prices are good has been changed from Thirty (30) days to One Hundred and Twenty (120) days.

Added on Mar 25, 2021:

Bid Bond percentage clarification.

Added on Mar 30, 2021:

Bid opening date has been changed to Thursday, April 22, 2021.

Added on Apr 16, 2021:

Bid opening date has been extended to **THURSDAY, MAY 6, 2021.**

Deadline for Q&A extended to **FRIDAY, APRIL 23, 2021.**

Added on Apr 19, 2021:

New Allowance added

Bid Line items revised and added

Specifications revised

Drawing sheets revised, deleted and added

Added on May 3, 2021:

Bid opening date extended; Bid Specifications revised; Bid line items and Plan Sheets added or revised.

Addendum # 1

Previous Price Duration **30 days**

New Price Duration **120 days**

Addendum # 2

New Documents **P11868.ADDENDUM 2.pdf**

Addendum # 3

Previous End Date **Apr 7, 2021 2:00:00 PM EDT**

New End Date **Apr 22, 2021 2:00:00 PM EDT**

Addendum # 4

Previous End Date	Apr 22, 2021 2:00:00 PM EDT	New End Date	May 6, 2021 2:00:00 PM EDT
Previous Q & A End Date	Apr 15, 2021 5:00:00 PM EDT	New Q & A End Date	Apr 23, 2021 5:00:00 PM EDT

Addendum # 5

New Documents **P11868.ADDENDUM NO. 5 [4-19-2021].pdf**

Changes were made to the following items:

Existing Drainage Pipe/Exfiltration Trench Removal & Disposal
 Furnish and Install 4 ft Catch Basin - Round/Square
 Furnish and Install 4 ft Manhole - Round/Square
 Type C Ditch Bottom Inlet
 Type D Ditch Bottom Inlet
 Furnish and Install Conflict MH 8 ft - Round/Square
 Connect Existing Storm Drainage Pipe to New Structure
 Furnish and Install Wapro Check Valve (15 inch dia.)
 Furnish and Install Masonry Plug (All Sizes)
 Furnish and Install 12 inch RCP Pipe
 Furnish and Install 15 inch RCP Pipe
 Furnish and Install 16 inch PVC C-905 Pipe
 Furnish and Install 24 inch RCP Pipe
 Furnish and Install 24 inch HDPE Pipe
 Furnish and Install 8 ft x 4 ft RCB Culvert Including punch out for 2-36 inch RC
 Remove & Dispose of Existing Asphalt Pavement
 Furnish and Install Concrete/Asphalt Apron for Drainage Structures
 Type B Stabilization
 Optional Base, Base Group 10
 SuperPave A.C. (9.5) (Traffic C), 1 Inch (2 lifts)
 Removal & Replacement of Existing Gate (Chainlink, PVC)
 Removal & Replacement of Existing Fence (Chainlink, PVC)
 Furnish and Install Conflict MH 12 feet x 6 feet
 Furnish and Install Conflict MH 15 feet x 5 feet
 Furnish and Install Water Quality Structures (In-Line CDS for 24 inches RCP)
 Furnish and Install 14 inches x 23 inches Elliptical RCP Pipe

Addendum # 6

New Documents **P11868.Addendum No. 6 5-3-2021.pdf**

Previous End Date	May 6, 2021 2:00:00 PM EDT	New End Date	May 18, 2021 2:00:00 PM EDT
Previous Q & A End Date	Apr 23, 2021 5:00:00 PM EDT	New Q & A End Date	May 7, 2021 5:00:00 PM EDT

Changes were made to the following items:

Furnish and Install Sheeting and Shoring (To Be Removed)
 Furnish and Install Sheeting and Shoring (To Remain)
 Furnish and Install 4 ft Catch Basin - Round/Square
 Furnish and Install 6 ft Manhole - Round/Square
 Furnish and Install Conflict MH 8 ft - Round/Square
 Furnish and Install Conflict MH 9 ft - Round/Square
 Furnish and Install 12 inch RCP Pipe
 Furnish and Install 15 inch RCP Pipe
 Furnish and Install 16 inch PVC C-905 Pipe

Furnish and Install 18 inch RCP Pipe
 Furnish and Install 24 inch RCP Pipe
 Furnish and Install 36 inch RCP Pipe
 Furnish and Install 66 inch RCP Pipe
 Furnish and Install 12 inch x18 inch Elliptical RCP Pipe
 Furnish and Install 8 ft x 4 ft RCB Culvert Including punch out for
 2-36 inch RC
 Line Existing Storm Pipe with C.I.P.P. (Cured In-Place Pipe - Sizes
 vary from 12
 Desilting / Water Jetting Existing Drainage Pipe (Less than 24 inch
 Diameter)
 Desilting / Water Jetting Existing Drainage Pipe (24 inch - 48 inch
 Diameter)
 Desilting/Water Jetting Existing Drainage Pipe (Greater than 48
 inch Diameter)
 Desilting / Water Jetting Existing Drainage Structures (All Sizes &
 Depths)
 Furnish and Install 12 inch x 6 inch Tapping Sleeve and Valve with
 Box
 Connect to Existing Main
 Furnish and Install Concrete/Asphalt Apron for Drainage
 Structures
 Furnish & Install Driveways (Pavers - 1" sandbed, 4" limerock base,
 12" compac
 Replacement of Signing and Markings
 Furnish and Install New Fire Hydrant
 Furnish and Install Root Barrier

Item Response Form

Item **12505-613--01-01 - Base Bid: Mobilization & Demobilization (7.5%)**
 Lot Description **Base Bid**
 Quantity **1 ls**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Payment for this item will be made at the lump sum price shall be full compensation for mobilization and demobilization activities. See Section 01025 for complete description.

Item **12505-613--01-02 - Base Bid: Maintenance of Traffic (M.O.T.) (3%)**
 Lot Description **Base Bid**
 Quantity **1 ls**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)

See ITB Specifications
Fort Lauderdale FL 33301

Qty 1

Description

This shall include preparation of any M.O.T. plans necessary for the construction of this project. Payment for maintenance of traffic will be made at the lump sum (LS) price named in the Bid Schedule. Payment for maintenance of traffic shall be made in equal monthly lump sum amounts during the duration of the original contract and the payment for M.O.T. shall not exceed 3% of the contract price. See Section 01025 for complete description.

Item **12505-613--01-03 - Base Bid: GIS Database Additions**

Lot Description **Base Bid**

Quantity **1 ls**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Payment for this bid item shall be made for the preparation and addition of the proposed infrastructure data to the existing City GIS Database. Payment for this item shall be paid at the lump sum (LS) price in the Bid Schedule after final acceptance of the documentation from the CITY. See Section 01025 for complete description.

Item **12505-613--01-04 - Base Bid: As-Built/Record Drawings**

Lot Description **Base Bid**

Quantity **1 ls**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

The lump sum price for this bid item shall be full compensation for preparation and submittal of As-Built/Record drawings, furnished in accordance with Contract Documents. For all improvements, the CONTRACTOR shall conform to the City of Fort Lauderdale standards and requirements See Section 01025 for complete description.

Item **12505-613--01-05 - Base Bid: Prevention Control and Abatement of Erosion and Water Pollution (1%)**

Lot Description **Base Bid**

Quantity **1 ls**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Measurement for payment for preparation and implementation of the NPDES Permit/Environmental and Erosion Control Measures, which includes NPDES and SWPPP requirements for this item, will be made at the lump sum price named in the Bid Schedule. See Section 01025 for complete description.

Item	12505-613--01-06 - Base Bid: Clearing and Grubbing
Lot Description	Base Bid
Quantity	1 ls
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

The Contract Unit Price Bid for this item shall constitute full compensation for furnishing all materials, labor and equipment for clearing and grubbing. Payment for this item shall be paid at the lump sum (LS) price in the Bid Schedule. See Section 01025 for complete description.

Item	12505-613--01-07 - Base Bid: Swale Excavation and Grading
Lot Description	Base Bid
Quantity	89000 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 89000

Description

The Contract Unit Price for this item shall constitute full compensation for furnishing all materials, labor, tools and equipment for swale excavation and grading within the road right-of-way in accordance with the plans and specifications. Payment for this item shall be paid at the unit prices per square yard (SY) named in the Bid Schedule. See Section 01025 for complete description.

Item	12505-613--01-08 - Base Bid: Furnish and Install Sheeting and Shoring (To Be Removed)
Lot Description	Base Bid
Quantity	3901 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 3901

Description

Sheeting and shoring shall be installed on both sides of pipe trench to control trench width where necessary and approved by City and will be paid for at the unit price per linear foot bid for the linear feet of double-sided trench sheeting and shoring installed. The sheeting and shoring shall be removed upon completion of construction. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 1998		Qty 3901
Previous Unit	lf	New Unit	linear foot

Item	12505-613--01-09 - Base Bid: Furnish and Install Sheeting and Shoring (To Remain)
Lot Description	Base Bid
Quantity	625 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 625

Description

The sheeting and shoring to remain upon completion of construction on both sides of pipe trench to control trench width where necessary and approved by City and will be paid for at the unit price per linear foot bid for the linear feet of double-sided trench sheeting and shoring installed. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 500		Qty 625
Previous Unit	lf	New Unit	linear foot

Item	12505-613--01-10 - Base Bid: Existing Drainage Pipe/Exfiltration Trench Removal & Disposal
Lot Description	Base Bid
Quantity	5293 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 5293

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 5273		Qty 5293
Previous Unit	lf	New Unit	linear foot

Item	12505-613--01-11 - Base Bid: Existing Drainage Structure Removal & Disposal
Lot Description	Base Bid
Quantity	62 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 62

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-12 - Base Bid: Furnish and Install Ditch Bottom Inlet Type K Structure w/Vertical Bleeder and B
Lot Description	Base Bid
Quantity	1 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-13 - Base Bid: Furnish and Install 3.5 ft x3.5 ft Catch Basin - Round/Square
Lot Description	Base Bid
Quantity	4 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 4

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-14 - Base Bid: Furnish and Install 4 ft Catch Basin - Round/Square
Lot Description	Base Bid
Quantity	68 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 68

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 57	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 60
Previous Unit	ea	New Unit	each

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 60	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 68
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Item	12505-613--01-15 - Base Bid: Furnish and Install 5 ft Catch Basin - Round/Square
Lot Description	Base Bid
Quantity	27 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 27

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-16 - Base Bid: Furnish and Install 6 ft Catch Basin - Round/Square
Lot Description	Base Bid
Quantity	1 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-17 - Base Bid: Furnish and Install 8 ft Catch Basin - Round/Square
Lot Description	Base Bid
Quantity	1 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for

complete description.

Item	12505-613--01-18 - Base Bid: Furnish and Install 4 ft Manhole - Round/Square
Lot Description	Base Bid
Quantity	20 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 20

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 15		Qty 20
Previous Unit	ea	New Unit	each

Item	12505-613--01-19 - Base Bid: Furnish and Install 5 ft Manhole - Round/Square
Lot Description	Base Bid
Quantity	39 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 39

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-20 - Base Bid: Furnish and Install 6 ft Manhole - Round/Square
Lot Description	Base Bid
Quantity	17 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 17

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 16	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 17
Previous Unit	ea	New Unit	each

Item **12505-613--01-21 - Base Bid: Furnish and Install 7 ft Manhole - Round/Square**

Lot Description **Base Bid**

Quantity **2 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-22 - Base Bid: Furnish and Install 8 ft Manhole - Round/Square**

Lot Description **Base Bid**

Quantity **22 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 22

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-23 - Base Bid: Furnish and Install 9 ft Manhole - Round/Square**

Lot Description **Base Bid**

Quantity **3 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-24 - Base Bid: Furnish and Install 10 ft Manhole - Round/Square**

Lot Description	Base Bid
Quantity	8 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 8

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-25 - Base Bid: Type C Ditch Bottom Inlet
Lot Description	Base Bid
Quantity	52 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 52

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 48	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 52
Previous Unit	ea	New Unit	each

Item	12505-613--01-26 - Base Bid: Type D Ditch Bottom Inlet
Lot Description	Base Bid
Quantity	10 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 10

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 11	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 10
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Previous Unit	ea	New Unit	each
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Item **12505-613--01-27 - Base Bid: Furnish and Install Conflict MH 8 ft - Round/Square**

Lot Description **Base Bid**

Quantity **6 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 6

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 5
Previous Unit	ea	New Unit	each

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 5	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 6
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Item **12505-613--01-28 - Base Bid: Furnish and Install Conflict MH 10 ft - Round/Square**

Lot Description **Base Bid**

Quantity **1 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-29 - Base Bid: Furnish and Install 36 inch End wall Energy Dissipator**

Lot Description **Base Bid**

Quantity **1 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-30 - Base Bid: Furnish and Install 72 inch End wall Energy Dissipator**
Lot Description **Base Bid**Quantity **1 ea**Unit Price

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

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-31 - Base Bid: Furnish and Install U -Type End Wall with 42 inch Barrier Wall (12 ft Wide for 8**
Lot Description **Base Bid**Quantity **2 ea**Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-32 - Base Bid: Connect Existing Storm Drainage Pipe to New Structure**
Lot Description **Base Bid**Quantity **46 each**Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 46

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity **See ITB Specifications**
Fort Lauderdale, FL 33301

New Delivery Location/Quantity **See ITB Specifications**
Fort Lauderdale, FL 33301

	Qty 46.2		Qty 46
Previous Unit	ea	New Unit	each

Item **12505-613--01-33 - Base Bid: Furnish and Install Water Quality Structure (12 ft x 18 ft)**

Lot Description **Base Bid**

Quantity **2 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-34 - Base Bid: Furnish and Install Water Quality Structures (Off-Line CDS for 72 inch RCP)**

Lot Description **Base Bid**

Quantity **1 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-35 - Base Bid: Furnish and Install Water Quality Structures (In-Line CDS for 36 inch RCP)**

Lot Description **Base Bid**

Quantity **1 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-36 - Base Bid: Furnish and Install Wapro Check Valve (4 inch dia.)**

Lot Description **Base Bid**

Quantity **1 ea**

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item

12505-613--01-37 - Base Bid: Furnish and Install Wapro Check Valve (8 inch dia.)

Lot Description

Base Bid

Quantity

2 ea

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item

12505-613--01-38 - Base Bid: Furnish and Install Wapro Check Valve (12 inch dia.)

Lot Description

Base Bid

Quantity

11 ea

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 11**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item

12505-613--01-39 - Base Bid: Furnish and Install Wapro Check Valve (15 inch dia.)

Lot Description

Base Bid

Quantity

12 each

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 12**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 11	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 12
Previous Unit	ea	New Unit	each

Item	12505-613--01-40 - Base Bid: Furnish and Install Wapro Check Valve (18 inch dia.)
Lot Description	Base Bid
Quantity	1 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-41 - Base Bid: Furnish and Install Wapro Check Valve (24 inch dia.)
Lot Description	Base Bid
Quantity	1 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-42 - Base Bid: Furnish and Install Wapro Check Valve (36 inch dia.)
Lot Description	Base Bid
Quantity	2 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-43 - Base Bid: Furnish and Install Masonry Plug (All Sizes)**

Lot Description **Base Bid**

Quantity **14 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 14

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 12	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 14
Previous Unit	ea	New Unit	each

Item **12505-613--01-44 - Base Bid: Furnish and Install Pollution Retardation Baffle (PRB)**

Lot Description **Base Bid**

Quantity **5 ea**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 5

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-45 - Base Bid: Furnish and Install 12 inch DIP Pipe**

Lot Description **Base Bid**

Quantity **47 lf**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 47

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-46 - Base Bid: Furnish and Install 12 inch RCP Pipe**

Lot Description **Base Bid**

Quantity **70 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 70**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 43	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 65
Previous Unit	If	New Unit	linear foot

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 65	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 70
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Item **12505-613--01-47 - Base Bid: Furnish and Install 15 inch RCP Pipe**Lot Description **Base Bid**Quantity **3157 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3157**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 2757	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3086
Previous Unit	If	New Unit	linear foot

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3086	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3157
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Item **12505-613--01-48 - Base Bid: Furnish and Install 16 inch PVC C-905 Pipe**

Lot Description **Base Bid**
 Quantity **312 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 312

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 1500	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 293
Previous Unit	lf	New Unit	linear foot

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 293	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 312
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Item **12505-613--01-49 - Base Bid: Furnish and Install 18 inch RCP Pipe**
 Lot Description **Base Bid**
 Quantity **5603 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5603

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 5238	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 5603
Previous Unit	lf	New Unit	linear foot

Item **12505-613--01-50 - Base Bid: Furnish and Install 24 inch DIP Pipe**
 Lot Description **Base Bid**
 Quantity **343 lf**
 Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 343

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-51 - Base Bid: Furnish and Install 24 inch RCP Pipe**
 Lot Description **Base Bid**
 Quantity **8286 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 8286

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 8437	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 8462
Previous Unit	lf	New Unit	linear foot

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 8462	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 8286
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Item **12505-613--01-52 - Base Bid: Furnish and Install 24 inch HDPE Pipe**
 Lot Description **Base Bid**
 Quantity **318 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 318

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
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	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 165		Qty 318
Previous Unit	If	New Unit	linear foot

Item **12505-613--01-53 - Base Bid: Furnish and Install 36 inch RCP Pipe**

Lot Description **Base Bid**

Quantity **1846 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1846

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 1836		Qty 1846
Previous Unit	If	New Unit	linear foot

Item **12505-613--01-54 - Base Bid: Furnish and Install 42 inch RCP Pipe**

Lot Description **Base Bid**

Quantity **6 If**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 6

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-55 - Base Bid: Furnish and Install 66 inch RCP Pipe**

Lot Description **Base Bid**

Quantity **4186 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 4186

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 4166	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 4186
Previous Unit	lf	New Unit	linear foot

Item **12505-613--01-56 - Base Bid: Furnish and Install 72 inch RCP Pipe**

Lot Description **Base Bid**

Quantity **865 lf**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 865

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-57 - Base Bid: Furnish and Install 12 inch x18 inch Elliptical RCP Pipe**

Lot Description **Base Bid**

Quantity **244 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 244

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 201	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 244
Previous Unit	lf	New Unit	linear foot

Item **12505-613--01-58 - Base Bid: Furnish and Install 19 inch x 30 inch RCP Pipe**

Lot Description **Base Bid**

Quantity **96 lf**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 96

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-59 - Base Bid: Furnish and Install 29 inch x 45 inch RCP Pipe**
 Lot Description **Base Bid**
 Quantity **78 lf**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 78

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-60 - Base Bid: Furnish and Install 8 ft x 4 ft RCB Culvert Including punch out for 2-36 inch RC**
 Lot Description **Base Bid**
 Quantity **150 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 150

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 146.88	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 147
Previous Unit	lf	New Unit	linear foot

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 147	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 150
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Item **12505-613--01-61 - Base Bid: Furnish and Install 6 ft X 6 ft Exfiltration Trench with 18 inch Slotted RCP**
 Lot Description **Base Bid**

Quantity **1200 lf**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1200

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-62 - Base Bid: Line Existing Storm Pipe with C.I.P.P. (Cured In-Place Pipe - Sizes vary from 12**

Lot Description **Base Bid**

Quantity **4445 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 4445

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3105	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 4445
Previous Unit	lf	New Unit	linear foot

Item **12505-613--01-63 - Base Bid: Desilting / Water Jetting Existing Drainage Pipe (Less than 24 inch Diameter)**

Lot Description **Base Bid**

Quantity **10824 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10824

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 11261	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 10824
Previous Unit	lf	New Unit	linear foot

Item	12505-613--01-64 - Base Bid: Desilting / Water Jetting Existing Drainage Pipe (24 inch - 48 inch Diameter)
Lot Description	Base Bid
Quantity	12107 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 12107

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 12093	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 12107
Previous Unit	lf	New Unit	linear foot

Item	12505-613--01-65 - Base Bid: Desilting/Water Jetting Existing Drainage Pipe (Greater than 48 inch Diameter)
Lot Description	Base Bid
Quantity	5809 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 5809

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Title	Desilting / Water Jetting Existing Drainage Pipe (Greater than 48 inch Diameter)	New Title	Desilting/Water Jetting Existing Drainage Pipe (Greater than 48 inch Diameter)
Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 5786	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 5809
Previous Unit	lf	New Unit	linear foot

Item	12505-613--01-66 - Base Bid: Desilting / Water Jetting Existing Drainage Structures (All Sizes & Depths)
Lot Description	Base Bid

Quantity **331 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 331

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 304	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 331
Previous Unit	ea	New Unit	each

Item **12505-613--01-67 - Base Bid: Furnish and Install Stormwater AES Du-Plex Pump Station (SW 12th AVE/SW 21st ST)**

Lot Description **Base Bid**

Quantity **1 ls**

Unit Price

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

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-68 - Base Bid: Furnish and Install 6 inch DIP Water Main**

Lot Description **Base Bid**

Quantity **643 lf**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 643

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-69 - Base Bid: Furnish and Install 12 inch DIP Water Main**

Lot Description **Base Bid**

Quantity **1306 lf**

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1306**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item

12505-613--01-70 - Base Bid: Furnish and Install 16 inch DIP Water Main

Lot Description

Base Bid

Quantity

49 lf

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 49**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item

12505-613--01-71 - Base Bid: Furnish and Install 8 inch DIP Force Main

Lot Description

Base Bid

Quantity

10 lf

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 10**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item

12505-613--01-72 - Base Bid: Furnish and Install 12 inch DIP Force Main

Lot Description

Base Bid

Quantity

31 lf

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 31**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-73 - Base Bid: Furnish and Install 12 inch x 6 inch Tapping Sleeve and Valve with Box
Lot Description	Base Bid
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 2		Qty 1
Previous Unit	ea	New Unit	each

Item	12505-613--01-74 - Base Bid: Furnish and Install 12 inch x 12 inch Tapping Sleeve and Valve with Box
Lot Description	Base Bid
Quantity	1 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-75 - Base Bid: Furnish and Install 20 inch x 12 inch Tapping Sleeve and Valve with Box
Lot Description	Base Bid
Quantity	1 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-76 - Base Bid: Furnish and Install 6 inch Gate Valve with Valve Box**
Lot Description **Base Bid**
Quantity **3 ea**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 3

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-77 - Base Bid: Furnish and Install 12 inch Gate Valve with Valve Box**
Lot Description **Base Bid**
Quantity **2 ea**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-78 - Base Bid: Furnish and Install 16 inch Gate Valve with Valve Box**
Lot Description **Base Bid**
Quantity **1 ea**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-79 - Base Bid: Furnish and Install Ductile Iron Fittings**
Lot Description **Base Bid**
Quantity **7 tn**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 7**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-80 - Base Bid: Furnish and Install Line Stops (6 inch - 8 inch)**
Lot Description **Base Bid**Quantity **4 ea**Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 4

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-81 - Base Bid: Furnish and Install Line Stops (12 inch - 16 inch)**
Lot Description **Base Bid**Quantity **4 ea**Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 4

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-82 - Base Bid: Abandon, Cap and Grout Existing Water and Force Main (All Sizes)**
Lot Description **Base Bid**Quantity **2243 lf**Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2243

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-83 - Base Bid: Remove and Dispose of Existing Pipe, Water and Force Main (All Types of Material)**

Lot Description	Base Bid
Quantity	224 lf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 224

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-84 - Base Bid: Connect to Existing Main
Lot Description	Base Bid
Quantity	13 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 13

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications	New Delivery Location/Quantity	See ITB Specifications
	Fort Lauderdale, FL 33301		Fort Lauderdale, FL 33301
	Qty 12		Qty 13
Previous Unit	ea	New Unit	each

Item	12505-613--01-85 - Base Bid: Relocate Existing Fire Hydrant
Lot Description	Base Bid
Quantity	50 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 50

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-86 - Base Bid: Remove & Dispose of Existing Concrete Pavement (Includes Driveways, Sidewalk, Pa
Lot Description	Base Bid

Quantity **1104 sy**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1104

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-87 - Base Bid: Remove & Dispose of Existing Asphalt Pavement**

Lot Description **Base Bid**

Quantity **31962 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 31962

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 31789	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 31962
Previous Unit	sy	New Unit	square yard

Item **12505-613--01-88 - Base Bid: Furnish and Install 4 inch Thick Concrete Sidewalk (Includes Compacted Subgrade)**

Lot Description **Base Bid**

Quantity **11104 sy**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 11104

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-89 - Base Bid: Furnish and Install 6 inch Thick Concrete Sidewalk (Includes Compacted Subgrade)**

Lot Description **Base Bid**

Quantity	7591 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 7591

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-90 - Base Bid: Mill & Resurface 1 inch Asphalt (SP-9.5) (Within City of Fort Lauderdale ROW)
Lot Description	Base Bid
Quantity	87062 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 87062

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-91 - Base Bid: Mill & Resurface 1 inch Asphalt (SP-9.5) (Within FDOT ROW)
Lot Description	Base Bid
Quantity	3502 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 3502

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-92 - Base Bid: Furnish and Install Pavement Restoration (Within City Fort Lauderdale ROW)
Lot Description	Base Bid
Quantity	7653 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 7653

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for

complete description.

Item	12505-613--01-93 - Base Bid: Furnish and Install Pavement Restoration (Within FDOT ROW)
Lot Description	Base Bid
Quantity	633 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 633

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-94 - Base Bid: Furnish and Install Full Roadway Reconstruction (2 inch Asphalt, 8 inch Limerock)
Lot Description	Base Bid
Quantity	20993 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 20993

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-95 - Base Bid: Remove & Replace New Asphalt Speed Hump per City Standards
Lot Description	Base Bid
Quantity	5 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 5

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-96 - Base Bid: Furnish and Install Concrete/Asphalt Apron for Drainage Structures
Lot Description	Base Bid
Quantity	163 each
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 163

Description



Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 149	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 155
Previous Unit	ea	New Unit	each



Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 155	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 163
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Item **12505-613--01-97 - Base Bid: Remove & Replace Type D Curb**
 Lot Description **Base Bid**
 Quantity **1650 If**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1650

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-98 - Base Bid: Remove & Replace Type F Curb & Gutter**
 Lot Description **Base Bid**
 Quantity **200 If**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 200

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-99 - Base Bid: Remove & Replace Valley Gutter/Drop Curb**

Lot Description	Base Bid
Quantity	165 lf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 165

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-100 - Base Bid: Furnish and Install Permeable Pavement Section (Includes Pavers, Geogrid, Geotex
Lot Description	Base Bid
Quantity	920 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 920

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-101 - Base Bid: Furnish & Install Asphalt Driveways (1 inch thick SP-9.5 Asphalt including 6 inc
Lot Description	Base Bid
Quantity	8256 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 8256

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-102 - Base Bid: Furnish & Install 6 inch Concrete Driveways (including 12 inch compacted subgrad
Lot Description	Base Bid
Quantity	753 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 753

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-103 - Base Bid: Furnish & Install Stamped Concrete Driveways (6 inch thick Stamped Concrete incl
Lot Description	Base Bid
Quantity	2126 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2126

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-104 - Base Bid: Furnish & Install Driveways (Pavers - 1" sandbed, 4" limerock base, 12" compac
Lot Description	Base Bid
Quantity	1012 acre
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1012

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Added on May 3, 2021:

Furnish & Install Driveways (Pavers including 1" sand bed, 4" limerock base and 12" compacted subgrade)

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description

Addendum # 6

Previous Title	Furnish & Install Driveways (Pavers including 1 inch sand bed and 12 inch compac	New Title	Furnish & Install Driveways (Pavers - 1" sandbed, 4" limerock base, 12" compac
Previous Unit	sy	New Unit	acre

Item	12505-613--01-105 - Base Bid: Type B Stabilization
Lot Description	Base Bid
Quantity	3052 square yard

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3052**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 2552	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3052
Previous Unit	sy	New Unit	square yard

Item **12505-613--01-106 - Base Bid: Optional Base, Base Group 10**Lot Description **Base Bid**Quantity **3307 square yard**

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3307**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 2807	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3307
Previous Unit	sy	New Unit	square yard

Item **12505-613--01-107 - Base Bid: SuperPave A.C. (9.5) (Traffic C), 1 Inch (2 lifts)**Lot Description **Base Bid**Quantity **3588 square yard**

Unit Price

Delivery Location

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

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3588**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3088	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 3588
Previous Unit	sy	New Unit	square yard

Item	12505-613--01-108 - Base Bid: Embankment Restoration / Regrading / Stabilization / Resodding
Lot Description	Base Bid
Quantity	1000 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1000

Description

Payment for all required embankment restoration, re-grading, stabilization, and re-sodding at berm locations in and out of the Preserve area will be made at the square yard price named in the Bid Schedule. . See Section 01025 for complete description.

Item	12505-613--01-109 - Base Bid: Restoration of Existing Irrigation System
Lot Description	Base Bid
Quantity	600 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 600

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-110 - Base Bid: Furnish and Install Plantings (Shrubs, Small Trees, Flowers, etc.)
Lot Description	Base Bid
Quantity	600 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 600

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-111 - Base Bid: Trim Existing Tree
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Lot Description	Base Bid
Quantity	600 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 600

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-112 - Base Bid: Tree Relocation / Replacement
Lot Description	Base Bid
Quantity	100 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 100

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-113 - Base Bid: Ditch Clearing of Vegetation along Canal
Lot Description	Base Bid
Quantity	1250 lf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1250

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-114 - Base Bid: Removal of Existing Mangroves
Lot Description	Base Bid
Quantity	3500 sf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 3500

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-115 - Base Bid: Furnish and Install Sod (St Augustine for irrigated areas and Bahia sod)
Lot Description	Base Bid
Quantity	89000 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 89000

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-116 - Base Bid: Replacement of Signing and Markings
Lot Description	Base Bid
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

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 325	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 1
Previous Unit	ea	New Unit	lump sum

Item	12505-613--01-117 - Base Bid: Unforeseen conflicts - Replacement of Existing Water Services
Lot Description	Base Bid
Quantity	300 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 300

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-118 - Base Bid: Unforeseen conflicts - Replacement of Existing Sanitary Sewer Laterals
Lot Description	Base Bid
Quantity	150 ea
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 150

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-119 - Base Bid: Excavation in Rock
Lot Description	Base Bid
Quantity	1292 lf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1292

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-120 - Base Bid: Remove and Dispose of Existing Guardrail
Lot Description	Base Bid
Quantity	210 lf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 210

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-121 - Base Bid: Furnish and Install Guardrail per FDOT Standards (2020 -2021) with anchors, TL-
Lot Description	Base Bid
Quantity	1200 lf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1200**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item **12505-613--01-122 - Base Bid: Removal & Replacement of Existing Gate (Chainlink, PVC)**

Lot Description **Base Bid**

Quantity **4 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 4**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 150	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 4
Previous Unit	lf	New Unit	each

Item **12505-613--01-123 - Base Bid: Removal & Replacement of Existing Fence (Chainlink, PVC)**

Lot Description **Base Bid**

Quantity **150 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 150**Description**

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 4	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 150
Previous Unit	ea	New Unit	linear foot

Item **12505-613--01-124 - Base Bid: Remove/Relocate/Replace Decorative Walls, Gates, Masonry Fencing**

Lot Description	Base Bid
Quantity	2500 lf
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2500

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Item	12505-613--01-125 - Base Bid: Furnish and Install Conflict MH 12 feet x 6 feet
Lot Description	Base Bid
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Title	New Title	Furnish and Install Conflict MH 12 feet x 6 feet
Added Item		

Item	12505-613--01-126 - Base Bid: Furnish and Install Conflict MH 15 feet x 5 feet
Lot Description	Base Bid
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Title	New Title	Furnish and Install Conflict MH 15 feet x 5 feet
Added Item		

Item	12505-613--01-127 - Base Bid: Furnish and Install Water Quality Structures (In-Line CDS for 24 inches RCP)
Lot Description	Base Bid
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Title	New Title	Furnish and Install Water Quality Structures (In-Line CDS for 24 inches RCP)
Added Item		

Item	12505-613--01-128 - Base Bid: Furnish and Install 14 inches x 23 inches Elliptical RCP Pipe
Lot Description	Base Bid
Quantity	43 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 43

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 5

Previous Title	New Title	Furnish and Install 14 inches x 23 inches Elliptical RCP Pipe
Added Item		

Item	12505-613--01-129 - Base Bid: Furnish and Install New Fire Hydrant
Lot Description	Base Bid
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for

complete description.

Addendum # 6

Previous Title	New Title	Furnish and Install New Fire Hydrant
Added Item		

Item	12505-613--01-130 - Base Bid: Furnish and Install Root Barrier
Lot Description	Base Bid
Quantity	4979 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 4979

Description

Furnish and install all materials, equipment, labor, and any other costs not specifically identified in other bid items. See Section 01025 for complete description.

Addendum # 6

Previous Title	New Title	Furnish and Install Root Barrier
Added Item		

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

BID NO. 12505-613

PROJECT NO. 11868

**RIVER OAKS STORM WATER
IMPROVEMENTS**



**JUAN CARLOS SAMUEL, E.I., ENV SP
PROJECT MANAGER II**

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

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DRAWINGS BOUND SEPARATELY

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

CITB Prime Contractor Identification
CITB Questionnaire Sheet
CITB Trench Safety
Non-Collusion Statement
Non-Discrimination Certification Form
Contract Payment Method
Construction Bid Certification Page

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **WEDNESDAY, APRIL 7, 2021**, and opened online immediately thereafter for **BID NO., 12505-613, PROJECT NO., 11868, RIVER OAKS STORMWATER IMPROVEMENTS.**

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 "Zoom meeting" or similar type platform by using the following information:

Join Zoom Meeting

Phone one-tap:US: [+16692545252](tel:+16692545252), [1604693946](tel:+1604693946)#, [1#129898](tel:+1129898) or [+16468287666](tel:+16468287666), [1604693946](tel:+1604693946)#, [1#129898](tel:+1129898)#

Meeting URL:<https://fortlauderdale.zoomgov.com/j/1604693946?pwd=eWhWWTZ2Y1hzbTIWTWNNZFNKUUVNyUT09>

Meeting ID:160 469 3946

Password:129898

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: US: +1 669 254 5252 or +1 646 828 7666 or +1 551 285 1373 or +1 669 216 1590

Meeting ID:160 469 3946

Password:129898

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.

The Project is located between Davie Road, SW 9th Avenue, State Road 84 and Interstate 95, in the City of Fort Lauderdale.

The Work to be accomplished under this contract includes, but is not limited to, storm water infrastructure removal and installation, pump station installation, water main relocation, Cured-In-Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration, check valve installation, guardrail removal and installation, and Maintenance of Traffic (MOT).

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

Drawing Plans: This Project consists of Drawing File No., **4-142-42, two hundred and forty-three (243) sheets.** Drawing plans may be obtained **free of charge** at BIDSYNC.COM.

Licensing Requirements: Possession of a Certified Underground Contractor or a Certified General Contractor's license is required for this Project.

Pre-Bid Meeting: A **virtual** pre-bid meeting will be held on **TUESDAY, MARCH 16, 2021**, at **10:00 a.m., local time.** Information regarding access to the meeting is provided below and can be viewed in real time through a "Zoom meeting" or similar type platform.

While attendance is not mandatory, it is strongly suggested that all contractors attend the pre-proposal conference. It will be the sole responsibility of the bidder to inspect the City's location and become familiar with the scope of the City's requirements and systems prior to submitting a

proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

[Join ZoomGov Meeting](#)

<https://fortlauderdale.zoomgov.com/j/1603088202?pwd=cWhGMGR2TIZFazRLajZnQXVINUprdz09>

Meeting ID: 160 308 8202
Password: 389312

One tap mobile

+16692545252,,1612627898#,1#,978154# US (San Jose)
+16468287666,,1612627898#,1#,978154# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)
+1 646 828 7666 US (New York)

Find your local number: <https://fortlauderdale.zoomgov.com/u/abTnoiAuV9>

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

Bid Bonds:

Bidders can submit bid bonds for projects **four** different ways.

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated.
- 3) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
NOTE: Bond must be received in Procurement and time stamped before bid opening.

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**

Certified Checks, Cashier's Checks and Bank Drafts:

These **CANNOT** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope. It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

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

For information concerning technical specifications, please utilize the Question/Answer 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

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 addenda have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

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

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

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

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

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

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

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

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

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

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

ADDITIONAL ITEMS OR SERVICES: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services. 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_A_RTVFI_DIV2PR_S2-182DIREPRAWINAW

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 (2020), 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 (2020), 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 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.

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 33301. The Ordinance may also be viewed on the City’s website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

GENERAL CONDITIONS

Unless otherwise modified in the Project's 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.

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

"Contractor" – shall mean the successful Bidder who has been employed by the City to perform the construction and related 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. In the case of any inconsistency in or between any parts of this Contract, the Project Manager 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 include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a City employee or a consultant hired by the City.

"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 a professional designated by the City to manage the Project under the supervision and direction of the Public Works Director or designee.

"Public Works Director" – shall mean the Public Works Director of the City of Fort Lauderdale.

"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 Project Manager.

"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, field conditions, 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.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

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 Contractor 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. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from

reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

2. 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
3. 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
4. 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.

If a proposed substitution is approved by the Project Manager, 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 – CONSTRUCTION RESOURCES – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

GC - 05 - CONTROL OF THE WORK - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager 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 Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be 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 Project Manager 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 Project Manager, 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 Project Manager, 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.

GC - 06 - SUB-CONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager 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 Project Manager, for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of its 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 - 07 - QUANTITIES - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall 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 Project Manager 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 Public Works Director 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 - 08 - 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 - 09 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and/or those permits to be obtained by the Contractor, 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.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and City construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

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 to all affected parties prior to proceeding with the Work.

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.

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager 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 - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager 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 - 12 - MATERIALS AND WORKMANSHIP - All material shall be new and the 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 Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

Florida Power & Light Company will provide all Project conduit, conduit couplings, conduit bends, splice boxes, pull boxes, equipment pads, equipment chambers, etc. necessary for the installation of those facilities to be installed for FP&L's use. Contractor shall be responsible for obtaining materials from FP&L. Contractor shall also be responsible for the quantity and maintaining quality of the material obtained from FP&L. Contractor shall be responsible for obtaining and providing all non-FP&L provided materials including but not limited to AT&T materials and Comcast materials. Contractor shall be responsible for material storage and security. Contractor shall provide details for storage and security in Contractor's Work Plan.

GC - 13 - COMPLETED WORK, INSPECTIONS AND ACCEPTANCE - Contractor shall schedule Project inspections two (2) business days in advance with FP&L and the City. Contractor shall coordinate with FP&L to have all completed work inspected and accepted in writing by the FP&L inspector. Contractor will secure such acceptance in writing for Completed tasks prior to obtaining approval and acceptance from the City, and prior to issuance of a pay request being released for progress payment. Contractor shall notify the Project Manager in advance of scheduled FP&L inspections as to the work to be inspected and the scheduled time. As-built survey, sealed and signed by the a Professional Surveyor registered in the State of Florida, for each task shall be provided by the Contractor prior to City's acceptance and final payment.

GC - 14 - 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 Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

GC - 15 - RESTROOM FACILITIES - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the City. Employees shall not relieve themselves at any other place within the City Limits.

GC - 16 - PROGRESS MEETINGS - Weekly Status meetings will be conducted with representatives from the City, FP&L and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

GC - 17 - ISSUE RESOLUTION - Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.

GC - 18 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION - Prior to commencing work, Contractor shall provide to the City a list of all personnel and subcontractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

GC - 19 - POST-CONSTRUCTION SURVEY - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

GC - 20 - KEY PERSONNEL - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type work. Contractor's onsite superintendent shall be knowledgeable and experienced in such overhead to underground conversion work.

GC - 21 - EXISTING UTILITY SERVICE - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

GC - 22 - 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 - 23 - 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 - 24 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Project Manager 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 - 25 - 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 - 26 - 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 the Project Manager may stop the Work until the issue is resolved to the City's satisfaction.

GC - 27 - SITE CLEANUP AND RESTORATION – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the City.

GC - 28 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/ investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

GC - 29 - 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 Project Manager 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 - 30 - 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

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

GC - 31 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager 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 its 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 as may be directed by the Project Manager .

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.

GC - 32 - 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 - 33 - 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 (2020), 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 (2020), as may be amended or revised, 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 (2020), 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 (2020), as may be amended or revised, 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 (2020), as may be amended or revised.

GC - 34 - 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 - 35 - 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 - 36 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. 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 (2020), 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.

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, and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

04. INFORMATION OR CLARIFICATION

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

For information concerning technical specifications please utilize the Question/Answer 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 of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 913 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 1003 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

At 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 certified check, cashier's check, bank officer's check or bid bond for **FIVE/TEN percent (5% OR 10%)** of the bid amount, made payable to the City of Fort Lauderdale, shall accompany each offer.

07. REQUIRED LICENSES/CERTIFICATIONS

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

Certified Underground Contractor (CUC) or a Certified General Contractor (CGC).

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 previous construction experience in constructing: storm water drainage pipe ranging from 12 inches to 72 inches, pump station installation, Cured-In-Place Pipe (CIPP) pipe lining, and water main pipe installation ranging from 6 inches to 12 inches in the State of Florida within the last five (5) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

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

09. BID ALLOWANCE

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

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

Allowances	\$
Tree Protection, Tree Removal and Landscaping Restoration Within City Rights-of-Way.	\$ 150,000.00
Contaminated Site Dewatering Services	250,000.00
Permit and Licenses Fee	850,000.00
FPL Pole Holding	150,000.00
Gas Service Relocations	375,000.00
Sanitary Sewer main Relocations	250,000.00
Water & Force Main Relocations	250,000.00
Material Testing	75,000.00
Removal and Disposal of Unsuitable/Contaminated Soil	300,000.00
Furnish and Place Additional Suitable Backfill Material	200,000.00
TOTAL	\$2,850,000.00

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 relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

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 ten (10) 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, PROJECT 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 Juan Carlos Samuel, whose address is 101 NE 3rd Avenue, Suite 1410, Fort Lauderdale, Florida 33301-1016, telephone number: (954) 828-6323, and e-mail address is jsamuel@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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

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

Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

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 _____, 20____, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and _____, a Florida _____ Company/Corporation (Contractor), (Party or collectively Parties);

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

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

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

ARTICLE 1 – DEFINITIONS

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

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – 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 the Contractor approved by the City, authorizing a revision of an underlying agreement between the City and the 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, 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, 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 – When modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the Contract is executed by the parties. The Contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a 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/or are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – 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. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 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:

RIVER OAKS STORMWATER IMPROVEMENTS
ITB 12505-613 PROJECT 11868

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

PROJECT DESCRIPTION

The Project is located between Davie Road, SW 9th Avenue, State Road 84 and Interstate 95, in the City of Fort Lauderdale.

The Work to be accomplished under this contract includes, but is not limited to, storm water infrastructure removal and installation, pump station installation, water main relocation, Cured-In-Place Pipe (CIPP) pipe lining, pavement restoration and installation, landscaping removal and installation, tree removal and installation, swale restoration, check valve installation, guardrail removal and installation, and Maintenance of Traffic (MOT).

- 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 all personnel employed. 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 **Juan Carlos Samuel**, whose address is **101 NE 3rd Avenue, Suite 1410, Fort Lauderdale, FL 33301-1016**, telephone number: **(954) 828-6323**, and email address is jsamuel@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 incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets [] to [] inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., _____, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- 4.13 Schedule of Completion.
- 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., _____, and the specifications prepared by the City.

- h. Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 30 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 913 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 1003 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

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

- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's 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 (2020), as amended or revised, provided, however, complete and error free pay application is submitted.
- 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 the MASTERCARD and VISA 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, Contractor 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.
- 7.8 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

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, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and 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 on its own, 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 Agreement 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 (MOT). 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 (MOT). Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement 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 materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

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

Unless approved by the City in advance, the Contractor will not perform 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. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

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

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, 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, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

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

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

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

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which 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 properties and areas 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 accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

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

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

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

- 8.18 Safety and Protection:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war,

act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

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

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

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

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

Additionally, the Contractor assures that 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 shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 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.
- 9.5 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.

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: 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 (2020), 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.

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.

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

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 relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Contractor's Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

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 ten (10) 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, PROJECT 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.

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 Project Manager 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 Contract's 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 (2020), as may be amended or revised, 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, pandemics, act of Governmental Authority, state of emergency, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have

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

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 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.

- 17.2.3 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.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

- 17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
- 17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:
- 17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding

is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service 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 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 (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28 (2020), as may be amended or revised; 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; WAIVER OF JURY TRIAL

- 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 in 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 as independent contractor 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 (2020), 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 (2020), as may be amended or revised, 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 (2020), 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 (2020), as may be amended or revised, 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 (2020), as may be amended or revised.

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, 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 (2020), as may be amended or revised,, 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 Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), 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

River Oaks Storm water Improvements
(Contractor)
Project 11868

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

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 company/corporation.

By: _____

Print Name

Print Name: _____

Title: _____

ATTEST:

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, 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: _____

TECHNICAL SPECIFICATIONS

SECTION 01005

INTENT OF DRAWINGS AND SPECIFICATIONS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Intent of specifications and drawings is to cover an installation complete in every respect. It is not intended to give every detail on drawings and in specifications. The City will not be responsible for absence of any detail which the Contractor may require, nor for any special construction which may be found necessary as work progresses. If an item is either indicated or specified, it shall be considered sufficient for inclusion of said item in contract. The Contractor shall furnish and install materials and equipment usually furnished with such systems, and as needed to complete an operating installation, whether mentioned or not, which are customary to its trade.
- B. Incidental accessories not usually shown or specified but which are necessary for the proper installation and operation shall be included in work without additional cost to the City, the same as if herein specified.
- C. Any apparatus, appliance, material or work not shown on the drawings but mentioned in the specifications, or vice versa, or any incidental accessories necessary to make the work complete and ready for operation, shall be furnished, delivered, and installed by the Contractor without additional cost to the City.
- D. The City's or Engineer's interpretation of drawings and specifications shall be final and binding upon Contractor.
- E. The Contractor shall visit site prior to submitting bid, and thoroughly investigate and verify all conditions under which work shall be performed.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water and essential communications for the performance of all labor, work and/or other operations as required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the Work in good faith, shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.
- B. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- C. The principal features of the Work to be performed under this Contract include site, civil, mechanical, maintenance of traffic and all related work associated with the River Oaks Neighborhood Stormwater Improvements. This work includes installation of stormwater collection and transmission infrastructure, including catch basins, inlets, stormwater gravity piping, manholes, conflict structures, outfalls, inline check valves, exfiltration trenches, gravity drainage wells, utility locations, the installation of all tie-ins, roadway replacement, pavement restoration, sidewalk replacement, sod restoration, tree protection, tree relocation, and related work. Also included in the Contract is all material, labor, and equipment for demolition, disposal, maintenance of operations during construction, erosion and sedimentation control, removal and disposal of contaminated soils and groundwater, startup and testing of the new facilities, operation and maintenance manuals, record documents, test equipment and all other appurtenant and miscellaneous work required for completion of the work, in accordance with the Contract Documents and not included in other bid items.

1.02 CONTRACT DOCUMENTS

- A. The Work to be done is shown on the Drawings entitled City of Fort Lauderdale Stormwater Improvements River Oaks Neighborhood. The numbers and titles of all Drawings appear on the index sheets of the Drawings. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 05010, 11100, 15115, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. For example, Division 2 would thus include Sections 02000 through 02999 and would mean all site work specifications.

- C. Contractor shall note that if there is a conflict between any of the Contract Documents the more stringent requirement shall apply and shall be furnished at no additional cost to the City.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the City for approval. No such departures shall be made without the prior written approval of the City. Approved changes shall be made without additional cost to the City for this work or related work under other Contracts of the Project.
- B. The specific equipment proposed for use by the Contractor on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the City, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

1.04 CONSTRUCTION PERMITS AND ENCROACHMENTS

- A. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer and the City.
- B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.
- C. Agencies requiring permits for this project may include, but are not limited to:
 - 1. City of Fort Lauderdale Department of Sustainable Development
 - 2. City of Fort Lauderdale Transportation and Mobility
 - 3. Broward County Traffic Engineering Department
 - 4. South Florida Water Management District
 - 5. Florida Department of Environmental Protection
 - 6. Broward County Environmental Protection and Growth Management Department – Environmental Review

7. Florida Department of Transportation

1.05 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City.
- B. Structural design shown on the Contract Drawings is based upon typical weights for major items of equipment as indicated on the Contract Drawings and specified. If the equipment furnished differs from that specified in the Contract Documents such that actual weight exceeds the weight of specified equipment, the Contractor shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's expenses in connection therewith, provided that the original weight assumptions were correct.
- C. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City and shall be deducted from monies due the Contractor.

1.06 ADDITIONAL EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the City may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the City before assessing engineering and inspection charges against the Contractor.
- B. Charges for additional City's expenses shall be independent of any liquidated damages assessed in accordance with the Contract.

1.07 TIME OF WORK

- A. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to eight (8) hours per day, 40 hours per week, and shall generally be between the hours noted in Article 8.10 of the Contract Documents, Monday through Friday. Work beyond these hours or on City holidays will result in additional expense to the City. Any expenses and/or damages arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor. This provision does not apply to shut down operations required by construction sequencing and constraints to maintain the existing facilities in operation. The Contractor may elect to work beyond these hours or on

holidays or weekends provided that all costs incurred by the City for additional engineering shall be borne by the Contractor and approval has been obtained from the City. The City shall deduct the cost of additional engineering costs and overtime from monies due the Contractor.

- B. If it shall become imperative to perform work at night, weekends or holidays the City shall be informed in writing a reasonable time in advance of the beginning of such work (minimum of 10 days, except in an emergency situation as determined by the Contractor). Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather.

1.08 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Florida Licensed Surveyor as Chief of Party, competently qualified employees, all necessary instruments, stakes, and other material to perform the work.
- C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the resulting expense and damage and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Contractor shall provide a signed and sealed affidavit by his surveyor stating that they have verified all bench marks.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

- F. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the Contractor shall furnish As-Built Drawings and As-Built GIS Database updates indicating the final layout of all structures, roads, existing benchmarks, etc. The As-Built Drawings and As-Built GIS database updates shall be in accordance with the requirements of Section 01320, Project Record Documents.

1.09 SUBSURFACE DATA

- A. Subsurface data are offered in good faith solely for placing the Bidder in receipt of all information available to the City and in no event is to be considered as part of the Contract Documents.
- B. The Bidder must interpret such subsurface data according to his own judgment and acknowledge that he is not relying upon the same as accurately describing the subsurface conditions, which may be found to exist.
 - 1. The test boring logs present factual information of the subsurface conditions at the specific test boring location only. The Bidder should not consider, or conclude, that the subsurface conditions will be consistent between test boring locations.
- C. In making this data available, the City makes no guarantee, either expressed or implied, as to their accuracy or to the accuracy of any interpretation thereof.
- D. Subsurface data for this project can be found in the Appendix.

1.10 OPENINGS, CHASES, SLEEVES, INSERTS, ETC.

- A. The Contractor shall provide all openings, chases, etc., in the work to fit his own work and that of any other contractors. All such openings or chases shown on the Drawings, or reasonably implied thereby, or as confirmed or modified by shop, setting, or erecting Drawings approved by the Engineer, shall be provided by the Contractor and/or Subcontractors.
- B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as an integral part of an opening, the sleeves, opening forms or frames shall be furnished by the installer of the pipes, conduits, or equipment, but shall be placed by the Subcontractor. Where hanger inserts and similar items are to be installed as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, but shall be verified by the Contractor and incorporated into the concrete placement.
- C. When requested by the Contractor, the installer of the pipes, conduit, or equipment, including those Subcontractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to

construction of the surrounding slab or wall, the Subcontractor for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the Contractor shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.

- D. Any costs resulting from correction of defective, ill-timed, or mislocated work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the Contractor responsible therefor. To this end, no Contractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another Contractor. The nature and extent of any corrective or additional work shall be subject to the approval of the Engineer following consultation with the Contractors involved.

1.11 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. Fires shall not be permitted.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal and the City of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the City to prevent the occurrence of fire or explosion.

1.12 FIRST AID FACILITIES AND ACCIDENTS

A. First Aid Facilities

- 1. The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

B. Accidents

- 1. The Contractor shall promptly report, in writing, to the City all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
- 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City and the Engineer.
- 3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the City, giving full details of the claim.

1.13 SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall comply in every respect with all Federal, State and local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration.

- B. The Contractor shall provide all barricades and flashing warning lights or other devices necessary to warn pedestrians and area traffic.
- C. Personnel working in contact with sewage flow or surfaces carrying wastewaters or sludges shall be immunized as recommended by the State of Florida Health Department.

1.14 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer determines that the Contractor is failing to coordinate his work with the work of the other Contractors as the City directed, then the City shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the City's directions.
- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, the City will promptly issue such directions to the other Contractor with respect thereto as the situation may require and issue a response to the Contractor in writing. The City, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the City, or by reason of another Contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any Contractor.

1.15 LIMITS OF WORK AREA

- A. The Contractor shall provide for the storage of equipment, materials, and accumulated construction debris off-site. Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the Contractor and no claim shall be made against the City by reasons of any act of an employee or trespasser.
- B. The Contractor shall secure all storage areas used for the project work. If required, Contractor shall submit a temporary fencing plan and permits for all storage areas used for the project work.
- C. The Contractor shall provide a phasing and staging plan that results in minimal impact to the site and nearby residences and provides for continual pedestrian and vehicular access.

1.16 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending severe weather, including hurricanes, tropical storms or major rain/wind storms) to protect all work, materials, or equipment from damage or

deterioration due to floods, driving rain, and/or wind. The City reserves the right, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project.

- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains and stormwater pipes shall be stopped during rainstorms, if ordered by the Engineer; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.

1.17 WEATHER DAY ALLOWANCE

- A. Include as a separate identifiable activity on the critical path, an activity labeled "Weather Days Allowance." Insert this activity at the end of the schedule. At least twenty (20) calendar days per calendar year shall be included, to be prorated over the length of the contract. A "Weather Day" is defined as a normal work day during which the Contractor was unable to perform critical path work for a continuous period of more than four (4) hours during that day.
- B. The CONTRACTOR shall be required to submit a record of rain delay in accordance with the contract documents and within three (3) calendar days of the occurrence of the event to the ENGINEER and the CITY for review and approval for any changes to the schedule to account for Weather Day Allowance.
- C. The duration of the Weather Days Allowance activity shall be reduced as weather delays are experienced and inserted into the schedule. Remaining weather days in the Weather Day Allowance at completion of the project are considered float.
- D. Weather Days must be reported in the Progress Schedule Update Narrative Report and substantiated with the amount of rainfall obtained from the nearest City identified rain gauge and a description of the activity that was interrupted.

1.18 HURRICANE PRECAUTIONS

- A. During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events.
- B. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.
- C. Suspension of the Work caused by an impending or actual storm event will entitle the Contractor to additional Contract Time equivalent to the time lost as a result of the threatened or actual storm event and shall not give rise to a claim for compensable delay.
 - 1. In the event of a threatened storm that does not occur, the Contract Time will be equivalent to the time between United States Weather Bureau notice of a watch or warning and the lifting of same.

2. In the event of an actual storm event, the Contract Time will be equivalent to the time between United States Weather Bureau notice of a watch or warning and the time required to establish safe working conditions.
3. Contract Time will not be added to the CONTRACTOR's schedule until the days established in the Progress Schedule Weather Day Allowance line item have been expended.

1.19 USE OF FACILITIES BEFORE COMPLETION

- A. The City reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the City's satisfaction may be placed into service. The City will issue only one Certificate of Substantial Completion to the Contractor covering the entire project regardless of when each portion of the facilities is placed into service.
- B. It shall be the City's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the City issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.
- D. Consistent with the approved progress schedule, the Contractor shall cooperate with the City to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the City.

1.20 UTILITY LOCATIONS

- A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, Fort Lauderdale does not guarantee that all lines are shown, or that said lines are in their true location. It shall be the CONTRACTOR's responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities and damages suffered as a result thereof.
- B. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the CONTRACTOR shall be paid for by the CONTRACTOR. All charges by utility companies for temporary support of its utilities shall be paid for by the CONTRACTOR. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the utility company involved.
- C. The CONTRACTOR shall schedule and coordinate the WORK in such a manner that it is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- D. All overhead, surface or underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be

tolerated. The CITY reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the ENGINEER.

- E. The CONTRACTOR should be aware of the Sunshine State One Call Center, which has a free locating service for contractors and excavators:
 - 1. Within forty-eight hours before excavating, dial toll free 811, and a locator will be dispatched to the WORK location. CONTRACTOR shall reasonably notify other utility companies not notified by Sunshine State One Call Center.
- F. In the event that during the course of the WORK CONTRACTOR encounters subsurface or concealed conditions or unknown physical conditions of an unusual nature at the Project site which differ materially from those shown on the Contract Documents, which are not marked in the field by locating services or Utility Department, and which differ from those ordinarily encountered and generally recognized as inherent in WORK of the character called for in the Contract Documents, CONTRACTOR, without disturbing the conditions and before performing any WORK affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify CITY and ENGINEER in writing of the existence of the aforesaid conditions. ENGINEER and CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. Should ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, ENGINEER shall so notify CITY and CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.
- G. No request by CONTRACTOR for a change to the Contract Price or Time under this provision shall be allowed if the CONTRACTOR has not given written notice in strict accordance with these provisions, or if it is made after the date certified by the ENGINEER as the date of Substantial Completion.

1.21 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall furnish all labor and equipment and perform all WORK required for the prevention of environmental pollution during and as a result of the WORK under this contract. The CONTRACTOR shall be responsible for preparing and complying with the requirements of the National Pollution Prevention Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plan (SWPPP), including preparation and submittal of the Notice of Intent (NOI) prior to start of construction. For the purpose of this contract environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants.
- B. The CONTRACTOR shall take all steps necessary to protect water quality in the connected waters around the project and shall utilize such additional measures as directed by the ENGINEER. Silt screens, hay bales, turbidity curtains, or other control measures adjacent to

outfall construction shall not be removed until the turbidity of the affected waters is equal to or lower than the ambient turbidity of undisturbed segments of adjacent surface waters.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 THE REQUIREMENTS

- A. Payment for various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor operations and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Copies of licenses and regulatory prebid requirements are attached as Exhibits at the end of Volume II of this document. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenance items of WORK.
- B. Payment for the various items of the Bid Schedule shall constitute full compensation for CONTRACTOR's superintendent at the job site full-time during construction, for furnishing and installing all pipe and structures complete in place including but not limited to bends, tees, outlets, fittings, blind flanges and specials, including connections to existing pipelines shown on the Drawings; including surveying both horizontal and vertical control for construction of the roadways, structures, pipeline and appurtenances; including all earthwork, excavation as shown on the Drawings, removal and disposal of waste, unsuitable and excess material, furnishing and installing pipe bedding material, all backfill and compaction of native material, and dewatering as required; including potholing to verify locations of existing utilities in advance of construction; the restoration of interfering portions of existing service and utility lines that are not included in other bid items and shown on the Drawings, including replacement of sewer lines with ductile iron pipe where the minimum vertical clearances are not met for the sewer line shown; restraint of pipe shown on the Drawings and grouting of pipe joints; including providing the water for pressure testing, cleaning the pipe and disinfection, and disposal of the water as required when completed; furnishing, installation, and removal of test heads, cleanup; and restoration of all improvements incidental to construction for which there are no other bid items; including but not limited to, sprinkler systems, drainage systems, guardrails, landscaping, fences, curbs and gutters, and all other WORK not included in other bid items.
- C. Payment shall also include providing the necessary equipment and manpower to pothole and verify depths and locations of existing utilities sufficiently ahead of construction to avoid conflicts with the design alignment and grade of the transmission pipeline. Conflicts with utilities shown on the Drawings which result from the CONTRACTOR's negligence to pothole sufficiently ahead of construction (a minimum of two days ahead of construction of the pipeline or as approved by the ENGINEER) shall be resolved by the CONTRACTOR at no additional cost to the CITY. Unmarked utilities damaged during construction will be paid under unit prices in the Bid Form for similar WORK, if

and as approved by the ENGINEER.

- D. Payment for all bid items shall constitute full compensation for the complete installation of each, bid item including but not limited to excavation, dewatering, backfill and compaction. The WORK shall include for all bid items to be completed, tested, as-built to CITY standards, and ready for acceptance by the appropriate government agency.
- E. No separate payment for pavement restoration will be made unless specifically shown on the plans or directed by the ENGINEER. All bid items shall include pavement restoration.

1.02 MEASUREMENT - GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- C. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities. Variations greater than one foot will be considered in adjusting quantities.
- D. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the City.

<u>Item</u>	<u>Method of Measurement</u>
AC	Acre - Field Measure
AL	Allowance
CY	Cubic Yard - Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each - Field Count
GAL	Gallon - Field Measure
HR	Hour

Item	Method of Measurement
LB	Pound(s) - Weight Measure
LF	Linear Foot - Field Measure
LS	Lump Sum - Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton - Weight Measure by Scale (2,000 pounds)

1.03 SCHEDULE OF PRICES BIID

A. General Requirements

B. Proposal Items

I. GENERAL PAY ITEMS

A. Item No. 1 – All Work Associated with the Mobilization & Demobilization (7.5%):

- a. Payment for this item will be made at the lump sum price shall be full compensation for mobilization and demobilization activities. This includes but is not limited to Performance and Payment Guarantee & Insurance, scheduling, project coordination, CONTRACTOR staging area, CONTRACTOR and ENGINEER Field Offices, labor associated with permit acquisitions, audio-visual documentation of the existing conditions (sidewalks, curbs, driveways, fences, vegetation, pavement markings, etc.), performance of exploratory digging to uncover existing utility information (including mobilization and demobilization of test equipment and personnel / temporary pavement restoration), temporary facilities, project signs, distribution of information and flyers to the affected residents and businesses, site cleanup, site restoration, sanitary facilities, and all other work not defined in other bid items necessary to prepare and complete the contract work. The payment for mobilization and demobilization shall not exceed 7.5% of the contract price. Contractor may request initial payment after Notice to Proceed is issued by CITY. Partial payments for mobilization and demobilization shall be made as follows:

Construction % Complete	Allowable % of Lump Sum for Mobilization/Demobilization
After NTP	2.5
10	22.5
25	50
50	75
100	100

- 100% of the unit price paid upon completion of all testing.

B. Item No. 2 – All Work Associated with the Maintenance of Traffic (M.O.T.) (3%):

- a. This shall include preparation of any M.O.T. plans necessary for the construction of this project. See Section 01525 "Maintenance of Traffic" and all other references to traffic control in this document and any regulatory requirements.
- b. Payment for maintenance of traffic will be made at the lump sum (LS) price named in the Bid Schedule. Payment for maintenance of traffic shall be made in equal monthly lump sum amounts during the duration of the original contract and the payment for M.O.T. shall not exceed 3% of the contract price. Payment shall be full compensation for all labor, equipment, material, and work required for maintenance of traffic in accordance with FDOT Standards and/or Broward County and/or the City of Fort Lauderdale. This item includes, but is not limited to, preparing maintenance of traffic plans (MOTs), providing personnel as required to direct traffic (flag people, crossing guards, local police, etc.), providing signs, cones, lights, signs and barricades, installing temporary fencing and walkways as required to maintain pedestrian traffic, installing temporary steel plates for vehicular traffic and all other work incidental to the maintenance of traffic as required by FDOT Standards and/or Broward County and/or the requirements of the City of Fort Lauderdale and the Contract Documents.

C. Item No. 3 – All Work Associated with the GIS Database Additions:

- a. Payment for this bid item shall be made for the preparation and addition of the proposed infrastructure data to the existing City GIS Database. This includes but not be limited to all necessary adjustments to the implemented data to create a seamless addition to the existing infrastructure. This shall include all different types of utilities installed by the CONTRACTOR.
- b. Payment for this item shall be paid at the lump sum (LS) price in the Bid Schedule after final acceptance of the documentation from the CITY.

D. Item No. 4 – All Work Associated with the As-Built/Record Drawings:

- a. The lump sum price for this bid item shall be full compensation for preparation and submittal of As-Built/Record drawings, furnished in accordance with Contract Documents. For all improvements, the CONTRACTOR shall conform to the City of Fort Lauderdale standards and requirements. In general, the As-Built shall depict constructed dimensions, elevations, grades and materials including locations of existing underground utilities found during construction. The as-builts shall be certified by a Florida Registered Land Surveyor and delivered to the ENGINEER for acceptance and final CITY acceptance. Final payment will be made only after submitted As-Built Drawings are accepted by the CITY. As-builts shall be prepared in ACAD format (latest version) and conform to the City Standards

requirements for As-built/Record Drawing preparation. Refer to Section 01320 – Project Record Documents & Section 01320a – Supplement 2 – Data Dictionary 2020-0706 for additional information and requirements.

- b. Payment for this item shall be paid at the lump sum (LS) price in the Bid Schedule after final acceptance of the record drawings and project closeout in accordance with the Contract Documents and the CITY.

E. Item No. 5 – All Work Associated with the Prevention Control and Abatement of Erosion and Water Pollution (1%):

- a. Measurement for payment for preparation and implementation of the NPDES Permit/Environmental and Erosion Control Measures, which includes NPDES and SWPPP requirements for this item, will be made at the lump sum price named in the Bid Schedule.
- b. Payment for this item shall not exceed 1% of the total contract price and shall include preparation, submittal, and approval of NPDES Permit Application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, preparing Stormwater Prevention Pollution Plan (SWPPP) and implementation of best management practices (BMP) and environmental pollution protection throughout construction including but not limited to silt fences, temporary stabilized gravel construction entrance(s), concrete wash down area(s), sandbags, straw bales, gutter buddies adjacent to existing and proposed curb inlets, drainage structure/inlet protection, and turbidity barriers as outlined in the DRAWINGS and required by the CITY. This bid item includes but is not limited to silt fence around the construction area and inlet protection.
- c. Payment for this item will be made in equal monthly payments throughout the duration of active construction and will not be issued prior to Mobilization.

II. EARTHWORK

F. Item No. 6 – Clearing and Grubbing:

- a. The Contract Unit Price Bid for this item shall constitute full compensation for furnishing all materials, labor and equipment for clearing and grubbing. This item includes: clearing, grubbing, cleaning of obstructions, removal and disposal of debris off the site, stripping of grass and roots, removal of shrubs and trees less than 12" diameter and placement of material in the spoil pile, removal of existing structures, and all other incidentals required to clear work site for the completion of other work.
- b. Payment for this item shall be paid at the lump sum (LS) price in the Bid Schedule.

G. Item No. 7 – All Work Associated with Swale Excavation and Grading:

- a. The Contract Unit Price for this item shall constitute full compensation for furnishing all materials, labor, tools and equipment for swale excavation and grading from edge of pavement up to and including 3:1 transition on private property, excluding sidewalk, not including driveways and/or paved areas all in accordance with the plans and specifications or on private property as necessary for restoration of private property. This item includes: excavation, compaction, grading, preparation and fine grading of the surface of swales in preparation for sodding, suitable and unsuitable excess cut, removal storage and reinstallation of mailboxes, and all activities and appurtenances necessary for a complete restoration to original or better conditions and acceptable to the CITY.
- b. Payment for this item shall be paid at the unit prices per square yard (SY) named in the Bid Schedule.

H. Item No. 8 – Furnish and Install Sheeting and Shoring (To Be Removed):

- a. Sheeting and shoring shall be installed on both sides of pipe trench to control trench width where necessary and approved by City and will be paid for at the unit price per linear foot bid for the linear feet of double-sided trench sheeting and shoring installed. The sheeting and shoring shall be removed upon completion of construction. The amount of trench linear foot shall include the sheeting and shoring on both sides of the pipeline trench measured the nearest foot along the open trench on which the pipe is installed. Sheeting and shoring shall be designed by an Engineer registered in the State of Florida such that sheeting shall be flush with the canal bottom elevation or with four (4') feet of cover in upland areas. Signed and sealed plans and calculations shall be submitted to the City and Engineer for approval prior to installation of sheeting.
- b. Payment for this item will be made at the unit price per linear foot (LF) of sheeting and shoring installed and removed as specifically shown in the plans. The quantity for this item does not include additional sheeting and/or shoring not shown on the plans and that is required for pipe installation, this shall be included in the unit price for pipe installation where additional shoring is required.

I. Item No. 9 – Furnish and Install Sheeting and Shoring (To Remain)

- a. Sheeting and shoring shall be installed on both sides of pipe trench to control trench width where necessary and approved by City and will be paid for at the unit price per linear foot bid for the linear feet of double-sided trench sheeting and shoring installed. The sheeting and shoring shall remain upon completion of construction. The amount of trench linear foot shall include the sheeting and shoring on both sides of the pipeline trench measured the nearest foot along the open trench on which the pipe is installed as specifically shown on the plans. Sheeting and shoring shall be designed by an Engineer registered in the State of Florida such that sheeting shall be flush with the canal bottom elevation or four (4') of cover in upland areas. Signed and sealed plans and calculations shall be submitted to the City and Engineer for approval prior to installation of sheeting.

- b. Payment for this item will be made at the unit price per linear foot (LF) of sheeting and shoring installed as specifically shown in the plans. The quantity for this item does not include additional sheeting and/or shoring not shown on the plans and required and that is required for pipe installation, this shall be included in the unit price for pipe installation where additional shoring is required.

III. DRAINAGE

J. Item No. 10 – Existing Drainage Pipe/Exfiltration Trench Removal & Disposal:

- a. Measurement for payment to remove and dispose of existing drainage pipe will be based upon the actual number of linear feet (LF) of such pipe actually removed all in accordance with the Contract Documents.
- b. Payment for removal and disposal existing drainage pipe will be made at the unit price per linear foot (LF) of pipe named in the Bid Schedule which price shall constitute full compensation for the removal and disposal of such drainage pipe, exfiltration trench, rock or felt including but not limited to excavation, compaction, backfilling, compaction, dewatering, all restoration work and all else necessary for the complete removal and disposal of existing drainage pipe.

K. Item No. 11 – Existing Drainage Structure Removal & Disposal:

- a. Measurement for payment to remove and dispose of existing drainage structures will be based upon the actual number, each, of such structures removed all in accordance with the Contract Documents.
- b. Payment for removal and disposal of existing drainage structures will be made at the unit price, each (EA), named in the Bid Schedule which price shall constitute full compensation for the removal and disposal of each, structure and shall include, but not be limited to, excavation, removal, disposal, backfill of excavation, compaction, dewatering, and all restoration work complete.

L. Item No. 12-29 – Furnish and Install Drainage Structures and Manholes:

- a. Measurement for payment to furnish and install drainage structures, manholes or conflict structures (round or square) will be based upon the actual quantity, each (EA), of such structures constructed, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing drainage structures or manholes (round or square) will be made at the unit price, each (EA), named in the Bid Schedule which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, fill, bedding, filter fabric, frames, grates, rims, covers, FDOT ditch bottom inlet type "K" structure with vertical bleeders and baffle, construction of the reinforced concrete structure, conflict structures, construction of weirs, mud work, root pruning, and barrier walls,

including bicycle guiderails, pedestrian handrails, and other pedestrian/cyclist protection devices as required, temporary utility relocations and all else necessary for a complete and functional installation.

- c. Conflict structures will include pipe sleeve and meet City Standards.

M. Item No. 30-32 – Furnish and Install Endwall:

- a. Measurement for payment for construction of concrete endwalls/flared end sections/endwall energy dissipator at and around pipe joints located where proposed outfall pipes end will be based on the actual quantity, each (EA), of such end walls, all in accordance with the Contract Documents.
- b. Payment for the item will be made at the unit price each (EA), named in the Bid Schedule which price shall constitute full compensation for end wall/flared end sections, walls, etc. including, but not limited to cost to order pre-fabricated materials, excavation, compaction, saw cutting, dewatering, cleaning of existing/proposed pipe in all directions, backfill, mud work, fill, compaction, erosion control, stabilization of ground, equipment necessary to install, rip rap, filter fabric, temporary utility relocations, root pruning and all else necessary for a complete and functional installation.

N. Item No. 33 - Connect Existing Storm Drainage Pipe to New Structure:

- a. Measurement for payment for the item connecting existing storm drainage pipe to new structure will be based upon the actual quantity, each, of such connections, all in accordance with the requirements of the Contract Documents.
- b. Payment for the item will be made at the unit price, each (EA), named in the Bid Schedule which price shall constitute full compensation for the completed installation of the connection including but not limited to excavation, dewatering, backfill and compaction, saw cutting, grouting, mud work, construction of the connection, restoration, plugs, cleaning of existing pipe (desilted and water jetted etc.) and all else necessary for a complete and functional installation.

O. Item No. 34-36 – Furnish and Install Water Quality Structure:

- a. Measurement for payment to furnish and install water quality structure will be based upon the actual quantity, each (EA), of such structures constructed, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing water quality structure will be made at the unit price, each (EA), named in the Bid Schedule which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, construction of the reinforced concrete structure, installation of precast structure, sheeting and shoring, erosion control, water quality components

per the drawing details, bedding, temporary utility relocations, root pruning and all else necessary for a complete and functional installation.

- c. Signed and Sealed Shop Drawings are required for all water quality structures.

P. Item No. 37-43 – Furnish and Install Wapro Check Valve (Sizes :

- a. Measurement for payment to furnish and install check valves will be based upon the actual quantity, each, of such check valve constructed, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing Wapro check valves, or approved equal, will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the check valve including but not limited to excavation, pipe cutting, connection to structure, boat/barge for access, sheeting, backfill and compaction, dewatering, grouting, cleaning of existing or proposed pipe, restoration, and installation of adapters and fittings (including reducers for connections to elliptical pipe) necessary for a complete and functional installation.
- c. Shop Drawings are required for all check valves.

Q. Item No. 44 – Furnish and Install Masonry Plug (All Sizes):

- a. Measurement for payment to furnish and install masonry plugs will be based upon the actual quantity, each, of such masonry plugs constructed, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing masonry plugs will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the masonry plugs including but not limited to excavation, pipe cutting, brick, mud work, backfill and compaction, dewatering, grouting, cleaning of existing or proposed pipe, restoration all else necessary for a complete and functional installation.

R. Item No. 45– Furnish and Install Pollution Retardation Baffle (PRB):

- a. Measurement for payment to furnish and install PRB will be based upon the actual quantity, each (EA), of such PRB's installed, all in accordance with the requirements of the Contract Documents.
- b. Payment for the item will be made at the unit price, each (EA), named in the Bid Schedule which price shall constitute full compensation for the completed installation of the PRB including but not limited to excavation, dewatering, backfill and compaction, saw cutting, grouting, gaskets, hardware, restoration, and all else necessary for a complete and functional installation.

S. Item No. 46-61 – Furnish and Install Drainage Pipe and Box Culvert:

- a. Measurement for payment for furnishing and installing drainage pipe and box culverts will be based upon the number of linear feet (LF) of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing drainage pipe and box culverts will be made at the unit price per linear foot (LF) of pipe named in the Bid Schedule.
- c. Payment shall include, but is not limited to, providing all necessary pipe excavation, shoring & sheeting (excluding what is shown in the plans and provided in line items 8 & 9), dewatering, bedding backfilling, compaction, temporary pavement restoration, gaskets, filter fabric jacket, couplings, punch outs for pipe connections, pipe connections, concrete jackets, root pruning and temporary relocation of existing utilities as required for a complete and functional installation.

T. Item No. 62 – Furnish and Install 6'X6' Exfiltration Trench with 18" Slotted RCP:

- a. Measurement for payment for furnishing and installing exfiltration trench including slotted RCP will be based upon the number of linear feet (LF) of such pipe and exfiltration trench actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents. Line item may include new and existing exfiltration trench replacement.
- b. Payment for furnishing and installing exfiltration trench will be made at the unit price per linear foot (LF) of pipe named in the Bid Schedule.
- c. Payment shall include providing all necessary pipe excavation, shoring & sheeting (excluding what is shown in the plans and provided in line items 8 & 9), dewatering, slotted drainage pipe, ballast rock, filter fabric, compaction, temporary pavement restoration, root pruning and temporary relocation of existing utilities as required for a complete and functional installation.

U. Item No. 63 – Line Existing Storm Pipe with C.I.P.P. (Cured In-Place Pipe – Sizes vary from 12"-24"):

- a. Measurement and payment for the item to line existing storm drain pipe with C.I.P.P. will be based upon the actual quantity, linear feet (LF) of existing storm drain pipe lined with C.I.P.P. all in accordance with the Contract Documents.
- b. Payment for the item line existing storm drain pipe (sizes vary) with C.I.P.P. will be made at the unit price per linear foot (LF) named in the Bid Schedule shall constitute full compensation for, but not limited to video-taping storm drain before and after C.I.P.P. installed, de-rooting pipe as necessary, dewatering, plugs, cleaning of pipe, the complete lining of the existing storm drain pipe with C.I.P.P., standard resin, as manufactured by Insituform Technologies, Inc., or approved equal, in accordance with the

manufacturer's specifications and in accordance with Contract Documents and in accordance with ASTM F1216, ASTM F1743 and ASTM D790 and else necessary for a complete and functional installation.

- c. Minimum C.I.P.P. thickness are as follows for specific pipe diameters: 7.5 mm – 15"/9 mm – 18"/10.5 mm – 24". Thickness of C.I.P.P. for larger diameter pipes shall be in accordance with manufacturer's specifications.
- d. Payment for cleaning of the pipe, acceptable to Engineer, prior to lining the pipe shall be paid for under the Bid Item for Desilting/water jetting.

V. Item No. 64-67 – Desilting / Water Jetting Existing Drainage Pipe and Structures

- a. Contractor's unit price shall incorporate all labor, material, and equipment costs required to clean and televise the existing stormwater pipe and structures within the project limits, including but not limited to initial field investigation to identify site conditions or access issues requiring special arrangements and/or CITY notification/coordination; system dewatering using plugs and hoses as needed along with necessary maintenance of traffic and safety precautions where the hoses cross streets or driveways; tanker trucks, disposal of material, cleaning to remove foreign material from the sewer lines and structures for clear viewing of the interior surface of the pipe and structures during video inspection and to restore the sewer to near original carrying capacity; video documentation of the location and extent of displaced joints, cracks or breaks in pipe and structures, and other defects that may permit groundwater infiltration and/or ingress of soil from around the exterior of pipe and structures; and, submittal of video in digital format to the CITY.
- b. Payment shall be made at the unit price, linear foot/each, at the conclusion of cleaning/televising and after video is reviewed and accepted by the CITY. Measurement for payment for cleaning/televising of drainage pipe will be based upon the number of linear feet of such pipe and / or number of each structure as determined by measurement along the centerline of the pipe in place, not including through structures and number of structures cleaned.

W. Item No. 68 – Furnish and Install Stormwater AES Du-Plex Pump Station (SW 12th AVE/SW 21st ST):

- a. Measurement for payment to Furnish and Install AES Packaged Stormwater Pump Station or approved equal will be based upon the number of lump sum of such pump station actually constructed all in accordance with the requirements of the Contract Documents.
- b. Payment for AES packaged lift station will be made at the lump sum price, named in the Bid Schedule, which price shall constitute full compensation. Station Pad, Pumps, Panels, and Associated Features (Includes Clearing and Grubbing Required for Site Preparation, Gravel, Type 'D' Curb, Site Grading, Includes All Required Costs Required for Rail, Lifting Bail-Post, Haul Chain), Electrical Equipment, FPL Relocation, Shutdown, and coordination related to any Conflict between the Lift Station and FPL

Facilities. Lift station shall be complete, energized, calibrated, tested satisfactory to the CITY and the ENGINEER and ready for service, all in accordance with the Contract Documents.

IV. WATER AND FORCE MAIN RELOCATIONS

X. Item No. 69-73 – Furnish and Install Ductile Iron Pipe:

- a. Measurement for payment for furnishing and installing ductile iron pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, inclusive of valve structures, vaults and casings, megalugs, restraints all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing ductile iron pipe will be made at the unit price per linear foot (LF) of pipe named in the Bid Schedule which price shall constitute full compensation for the complete installation of ductile iron pipe and restraints including excavation, dewatering, shoring & sheeting (excluding what is shown in the plans and provided in line items 8 & 9), bedding, backfill, compaction, testing, clearing, reconnection of existing fire hydrants, fire services, irrigation services, water services from main to property lines, temporary utility relocation, bypassing, maintenance of existing services, root pruning and all else necessary for a complete and functional installation.

Y. Item No. 74-76 – Furnish and Install Tapping Sleeve and Valve with Box:

- a. Measurement for payment to furnish and install tapping sleeve and valve with box will be based upon actual quantity, each, of such named tapping sleeves and valves furnished and installed, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing tapping sleeves and valves with box will be made at the unit price each (EA), named in the Bid Schedule which price shall constitute full compensation for the installation of the excavation, dewatering, backfill, compaction, tapping sleeve, valve, valve extension and valve box for a complete and functional installation.

Z. Item No. 77-79 – Furnish and Install Gate Valve with Valve Box:

- a. Measurement for payment to furnish and install valves will be based upon actual quantity, each, of such valves (gate, butterfly, or plug) and boxes furnished and installed, all in accordance with the requirements of the Contract Documents. Additional valves incorporated for testing purposes shall be paid at the unit price.
- b. Payment for furnishing and installing valves and boxes will be made at the unit price each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the valve, including valve box, brass tag, and extension to finish grade and concrete collar installed in

unpaved areas. Test valves shall be constructed with a riser to ground level, and be marked, tagged, and photographed.

AA. Item No. 80 – Furnish and Install Ductile Iron Fittings:

- a. Measurement for payment to furnish and install fittings, water and force main shall be based upon the unit price per ton named in the Bid Schedule for such fittings furnished all in accordance with the Contract Documents. Weight will be based on compact fitting weight only; not including megalugs.
- b. Payment for furnishing and installing fittings shall be at the unit price per ton and shall include furnishing, installing, restraints, for a complete installation including storing and transporting the fittings.

BB. Item No. 81-82 – Furnish and Install Line Stops:

- a. Measurement for payment to furnish and install a line stop with a by-pass outlet will be based upon the actual quantity, each of such line stops furnished and installed, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing a line stop with a by-pass outlet will be made at the unit price each, named in the Bid Schedule which price shall constitute full compensation for completed installation of the line stop with by-pass, whether double or single line stop, valve, valve box and extension to finish grade, concrete pad/jacket, concrete collar installed in unpaved areas, dewatering, excavation, backfill, thrust calculations signed and sealed, and all else necessary for a complete and functional installation.

CC. Item No. 83 – Abandon, Cap and Grout Existing Water and Force Main (All Sizes):

- a. Measurement for payment to abandon, cap and grout pipe will be based upon the actual number of linear feet of such pipe actually abandoned, all in accordance with the Contract Documents.
- b. Payment for abandoning, capping and grouting of existing water main and force main pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule which price shall constitute full compensation for the abandoning, grouting and plugging of such pipe, including investigation, potholing, excavation, cutting existing pipe, capping existing pipe, backfilling trench, compaction, removal of existing valves, and all restoration work. Limits of payment for abandonment shall be based on as-built locations of caps installed for grouting.
- c. Contractor shall verify that all existing house connections/services have been disconnected prior to grouting of existing pipelines. Any damages incurred to private property due to house connections/services not disconnected prior to grouting the pipe, the CONTRACTOR shall repair and/or replace damage at no expense to the City.

- d. Existing pressure mains to be abandoned and grouted shall be cut and capped/plugged within one (1') foot of the main pressure line to remain in service. The CONTRACTOR shall determine the actual location of the existing connection to the main line by excavation, potholing, etc.

DD. Bid Item 84 – Remove and Dispose of Existing Pipe, Water and Force Main (All Types of Material and Sizes):

- a. Measurement for payment to remove and dispose of existing pipe, water main, force main, etc. will be based upon the actual number of linear feet of such pipe, named in the Bid Schedule, actually removed all in accordance with the Contract Documents.
- b. Payment for removal and disposal of existing pipe, water, force main, etc. will be made at the unit price per linear foot of pipe named in the Bid Schedule which price shall constitute full compensation for the removal and disposal of such pipe, including excavation, removal of valves, fittings, valve boxes, backfilling trench and all restoration work.
- c. Removal and disposal of asbestos cement pipe shall be in accordance with State and Local laws.

EE. Item No. 85 – Connect to Existing Main:

- a. Measurement for payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be based upon actual quantity, each, of such connections made in accordance with the contract documents.
- b. Payment to connect to existing water/force main by means of cutting existing water/force main, removing existing plugs and connecting proposed water/force main, and cutting-in proposed plugs will be made at the unit price each, indicated on the Item Response Form which price shall constitute full compensation for the completed installation of the connection, including excavation, backfill, compaction, bedding, dewatering, shutting down existing main, temporary by-pass pumping, tanker trucks, cutting main, temporary caps, spool pieces and installation of the connection fittings, fill and flush jumper connections and all else necessary for a complete and functional installation.

FF. Item No. 86 – Relocate Existing Fire Hydrant:

- a. Measurement for payment to relocate / replace existing fire hydrant will be based upon the actual quantity, each (EA), of such relocated / replaced fire hydrant during construction all in accordance with the requirements of the Contract Documents.
- b. Payment for this item will be made at the unit price, each (EA), named in the Bid Schedule which price shall constitute full compensation for the completed installation of the supported power pole during construction

including but not limited to excavation, restoration all else necessary for a complete and functional installation.

V. PAVING

GG. Item No. 87 – Remove & Dispose of Existing Concrete Pavement (Includes Driveways, Sidewalk, Pavers):

- a. Measurement for payment for removing and of all forms of concrete paving including driveways, sidewalks, and pavers will be based upon the actual number of square yards (SY) of such concrete pavement as shown in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for removing and disposing concrete pavement will be made at the unit price per square yard (SY) named in the Bid Schedule which price shall constitute full compensation for completing said work, including all removal and disposal of existing concrete sidewalk, pavers, limerock base, concrete driveway, earthwork, clearing, and grading.

HH. Item No. 88 - Remove & Dispose of Existing Asphalt Pavement:

- a. Measurement for payment for removing asphalt paving will be based upon the actual number of square yards (SY) of such concrete pavement as shown in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for removing and disposing asphalt pavement will be made at the unit price per square yard (SY) named in the Bid Schedule which price shall constitute full compensation for completing said work, including all removal and disposal of existing asphalt pavement, removal of existing lime rock base, earthwork, clearing, and grading.

II. Item No. 89-90 – Furnish and Install Concrete Sidewalk:

- a. Measurement for payment for removing and replacing concrete sidewalks and concrete driveways will be based upon the actual number of square yards (SY) of such sidewalks/driveways constructed as shown in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for removing and replacing concrete sidewalks (at 4" thick in non-vehicular areas and 6" thick in vehicular use areas, as determined by ENGINEER) and driveways (minimum 6" thick) will be made at the unit price per square yard (SY) named in the Bid Schedule which price shall constitute full compensation for completing said work, including all earthwork, clearing, grading, compaction of subgrade, backfilling, testing, construction of the concrete sidewalk and driveways, formwork, detectable warning cutting and installation, protect trees to remain, meter location and elevation adjustment, furnishing and setting for expansion joint material, disposal of excess

material, and the appurtenant items for which separate payment is not specifically included in the Bid Schedule.

JJ. Item No. 91 – Mill and Resurface 1" Asphalt (SP-9.5) (Within City of Fort Lauderdale ROW):

- a. Measurement for payment for milling and resurfacing of asphalt pavement within the City of Fort Lauderdale Rights-of-Way will be based upon the number of square yards (SY) of such asphalt pavement actually milled and resurfaced, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for milling and resurfacing of asphalt pavement at the minimum thickness of 1" indicated will be made at the unit price per square yard (SY) for such milling and resurfacing as named in the Bid Schedule which price will constitute full compensation for milling and disposal of existing asphalt to a minimum depth of 1", applying a tack coat and furnishing, placing and compacting a minimum 1" to maximum of 4" thick Superpave SP-9.5, complete in place to the cross section of existing roadway, including adjust/modify existing manhole, catch basin, meter box and valve box, temporary pavement markings and messages, milling and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

Milling and resurfacing shall comply with the specifications as shown in the plans and be determined based on Jurisdiction of Rights-Of-Way. Asphalt shall be placed to assure an approximate 2% minimum cross slope is maintained throughout the resurfacing area of the roadway. Asphalt overlay may vary from 1" thick to 4" to achieve desired cross section as specified in the Plans.

KK. Item No. 92 – Mill and Resurface 1" Asphalt (SP-9.5) (Within FDOT ROW):

- a. Measurement for payment for milling and resurfacing of asphalt pavement within the FDOT Rights-of-Way will be based upon the number of square yards (SY) of such asphalt pavement actually milled and resurfaced, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for milling and resurfacing of asphalt pavement at the minimum thickness of 1" indicated will be made at the unit price per square yard (SY) for such milling and resurfacing as named in the Bid Schedule which price will constitute full compensation for milling and disposal of existing asphalt to a minimum depth of 1", applying a tack coat and furnishing, placing and compacting a minimum 1" to maximum of 4" thick Superpave SP-9.5, complete in place to the cross section of existing roadway, including adjust/modify existing manhole, catch basin, meter box and valve box, temporary pavement markings and messages, milling and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

Milling and resurfacing shall comply with the specifications as shown in the plans and be determined based on Jurisdiction of Rights-Of-Way. Asphalt

shall be placed to assure an approximate 2% minimum cross slope is maintained throughout the resurfacing area of the roadway. Asphalt overlay may vary from 1" thick to 4" to achieve desired cross section as specified in the Plans.

LL. Item No. 93 – Furnish and Install Pavement Restoration (Within City of Fort Lauderdale ROW):

- a. Measurement for payment for pavement restoration within City of Fort Lauderdale Right of Ways will be based upon the actual number of square yards of pavement area restored within the corresponding Right of Ways all in accordance with the requirements of the Contract Documents.
- b. Payment for pavement restoration within City of Fort Lauderdale Right of Ways will be made at the unit price per square yard named in the Bid Schedule, which price shall constitute full compensation for furnishing and placement of LBR 40 subgrade, limerock base, superpave asphalt, friction course, milling per detail, saw cutting, temporary pavement markings, traffic loop restoration and asphalt surface course material for full lane width to complete to the cross- section and thickness as shown in the Contract Documents including removal of all necessary pavement deemed necessary by the ENGINEER.
- c. Pavement restoration shall comply with cross section as depicted on the Drawings and as per specifications of the corresponding jurisdictional authority.

MM. Item No. 94 – Furnish and Install Pavement Restoration (Within FDOT ROW):

- a. Measurement for payment for pavement restoration within FDOT Right of Way will be based upon the actual number of square yards of pavement area restored all in accordance with the requirements of the Contract Documents.
- b. Payment for pavement restoration within FDOT Right of Way will be made at the unit price per square yard named in the Bid Schedule, which price shall constitute full compensation for furnishing and placement of LBR 40 subgrade, ABC Base, and Superpave asphalt to match the existing roadway, milling per detail, temporary pavement markings, traffic loop restoration complete to the cross section and thickness as shown in the Contract Documents including removal of all necessary pavement deemed necessary by the ENGINEER. Temporary asphalt, as approved by the ENGINEER, will be paid under a separate pay item.
- c. Pavement restoration shall comply with cross section as depicted on the Drawings and FDOT specifications.

NN. Item No. 95 – Full Roadway Reconstruction (2" Asphalt, 8" Limerock Base, 12" Stabilized Subgrade)

- a. Measurement for payment for full roadway reconstruction will be based upon the number of square yards of full roadway reconstruction actually constructed, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents. Two lifts will not be installed simultaneously. The second lift of asphalt will be placed prior to the project completion.
- b. Payment for full roadway reconstruction will be made at the unit price per square yard (SY) for a complete roadway section as named in the Bid Schedule which price will constitute full compensation for applying a tack coat, furnishing, placing and compacting all asphalt surface complete in place to the cross section and thickness shown on the Drawings; limerock base restoration (8" minimum LBR 100) and stabilized Subgrade (12" LBR 40) including restoration of damaged asphalt pavement within the right-of-way, adjust/modify existing manhole, catch basin, meter box and valve box, placing temporary pavement markings, saw cutting of all pavement and all cleanup of the area disturbed by this construction. Asphalt shall be placed in 2 – 1" lifts, with the second lift after all other work has been completed.

OO. Item No. 96 – Remove and Replace New Asphalt Speed Hump per City Standards:

- a. Measurement for payment for removal and disposal of existing speed hump and furnishing and install new asphalt speed hump per city detail will be based on the actual quantity, each (EA), of such new asphalt speed hump installations, all in accordance with the Contract Documents.
- b. Payment for the item will be made at the unit price each (EA), named in the Bid Schedule which price shall constitute full compensation for the completed connection including, but not limited to removal and disposal of existing humps, installation of new asphalt speed hump, striping of new speed hump, and all else necessary for a complete and functional installation meet the City standard detail for speed humps.

PP. Item No. 97 – Furnish and Install Concrete/Asphalt Apron for Drainage Structures - 4" Thick:

- a. Measurement for payment for construction of concrete or asphalt aprons at and around catch basins/inlets located in sod grass swales will be based on the actual quantity, each (EA), of such aprons, all in accordance with the Contract Documents.
- b. Payment for the item will be made at the unit price each (EA), named in the Bid Schedule which price shall constitute full compensation for apron including, but not limited to saw cutting, excavation, dewatering, form work, asphalt work, concrete work, cleaning of existing/proposed structure in all directions, backfill, mud work, and all else necessary for a complete and functional installation.

QQ. Item No. 98-100 – Remove & Replace Type "D" Curb / Type "F" Curb & Gutter / 8Valley Gutter / Drop Curb:

- a. Measurement for payment to remove and replace valley/drop curb/curb/curb & gutter will be based upon the actual number of linear feet of Type "D" Curb / Type "F" Curb & Gutter / Valley Gutter / Drop Curb actually removed and replaced.
- b. Payment for removal and replacement of Type "D" Curb / Type "F" Curb & Gutter / Valley Gutter / Drop Curb will be made at the unit price per linear foot named in the Bid Schedule which price shall constitute full compensation for the removal, disposal, and replacement of Type "D" Curb / Type "F" Curb & Gutter / Valley Gutter / Drop Curb including 4" limerock pad complete all in accordance with the Contract Documents.

RR. Item No. 101 – Furnish and Install Permeable Pavement Section (Includes Pavers, Geogrid, Geotextile Fabric, Stone, Bedding, 12" Paver Banding W/Rebar):

- a. Measurement for payment for furnishing and placing permeable paving will be based upon the number of square yards (SY) of such materials actually compacted in place, in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and placing of permeable paving will be made at the unit price per square yard (SY) named in the Bid Schedule, which price shall constitute full compensation for furnishing permeable paving, pavers, base underdrains, geogrid, geotextile fabric, stone, bedding, 12" paver banding with rebar material, stone bedding, and subgrade and all other items per Contract Documents, in place, including all transportation, handling, cleaning, positioning and compacting and disposal of waste or unsuitable material.
- c. Permeable pavement manufacture and installation shall meet the requirements of the Contract Documents and shall apply to vehicular use areas with heavy duty loading. Contractor shall submit shop drawing for approval by ENGINEER.

SS. Item No. 102 – Furnish & Install Asphalt Driveways (1" thick SP-9.5 Asphalt including 6" limerock base and compacted subgrade):

- a. Measurement for payment for furnishing and installation of asphaltic concrete driveways will be based upon the actual number of square yards (SY) of such asphalt driveways restored as shown in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installation of asphaltic concrete driveways will be made at the unit price per square yard (SY) named in the Bid Schedule which price shall constitute full compensation for completing said work, including all removal and disposal of existing material, earthwork, grading, base compaction, construction of the driveway 1" asphalt pavement Type SP-9.5, 6" limerock base material (LBR 100), compacted subgrade, disposal of excess material, densities passed, and the appurtenant items for which separate payment is not specifically included in the Bid Schedule.

- c. No payment will be made for removal and restoration of driveways outside the limits shown on the Drawings or not approved by the ENGINEER. Driveway restoration on private property shall be done with property owner's written consent and approved by the ENGINEER, to accommodate grade changes.

TT. Item No. 103-105 – Furnish & Install 6" thick Concrete Driveways (including 12" compacted subgrade) / Stamped Concrete Driveways (6" thick Stamped Concrete including 12" compacted subgrade) / Paver Driveways (Pavers including 1" sand bed and 12" compacted subgrade)

- a. Measurement for payment for removal and restoration of concrete, stamped concrete or paver driveways will be based upon the actual number of square yards (SY) of such concrete, stamped concrete or paver driveways restored as shown in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for removal and restoration of concrete, stamped concrete or paver driveways will be made at the unit price per square yard (SY) named in the Bid Schedule which price shall constitute full compensation for completing said work, including all removal and disposal of existing material, earthwork, grading, base compaction, construction of the driveway to the same depth and material as the existing one, base material, sand, furnishing and setting for expansion joint material, disposal of excess material, densities passed, and the appurtenant items for which separate payment is not specifically included in the Bid Schedule.
- c. No payment will be made for removal and restoration of driveways outside the limits shown on the Drawings or not approved by the ENGINEER. Driveway restoration on private property shall be done with owner's written consent and approved by the ENGINEER, to accommodate grade changes.

VI. ACCESS ROAD FOR STORMWATER PUMP STATION

UU. Item No. 106-107 – Furnish & Install Type B Stabilization / Optional Base, Base Group 10:

- a. Measurement for payment for Type B Stabilization / Optional Base, Base Group 10 will be based upon the number of square yards actually constructed, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for this item will be made at the unit price per square yard (SY) as named in the Bid Schedule which price will constitute full compensation for applying a tack coat, furnishing, placing and compacting all base surface complete in place to the cross section and thickness shown on the Drawings; limerock base restoration (8" minimum LBR 100) and stabilized Subgrade (12" LBR 40) including saw cutting of all pavement and all cleanup of the area disturbed by this construction.

VV. Item No. 108 – SuperPave A.C. (9.5) (Traffic C), 1 Inch (2 lifts):

- a. Measurement for payment for SuperPave A.C. (9.5) (Traffic C), 1 Inch (2 lifts) will be based upon the number of square yards (SY) of such asphalt pavement actually installed, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents.
- b. Payment for asphalt pavement at the depth indicated will be made at the unit price per square yard (SY) as named in the Bid Schedule which price will constitute full compensation for applying a tack coat and furnishing, placing and compacting a minimum 1" to maximum of 4" thick Superpave SP-9.5, complete in place to the cross section of roadway, including adjust/modify existing manhole, catch basin, meter box and valve box, temporary pavement markings and messages, milling and saw cutting of all pavement and all cleanup of the area disturbed by this construction.

Installation shall comply with the specifications as shown in the plans and be determined based on Owner/Jurisdiction of Rights-Of-Way. Asphalt shall be placed to assure an approximate 2% minimum cross slope is maintained throughout the resurfacing area of the roadway. Asphalt overlay may vary from 1" thick to 4" to achieve desired cross section as specified in the Plans.

VII. LANDSCAPING

WW. Item No. 109 – Embankment Restoration/Regrading/Stabilization/Resodding:

- a. Payment for all required embankment restoration, re-grading, stabilization, and re-sodding at berm locations in and out of the Preserve area will be made at the lump sum price named in the Bid Schedule. The CONTRACTOR may request payment for this bid item after acceptable inspection of the completed embankment work in any of the berm areas have been cleared of all conflicts with proposed construction and all demolished items not intended to remain have been disposed of properly.
- b. Payment for the item will be made at the unit price, square yard (SY), named in the Bid Schedule which price shall constitute full compensation for the embankment work including, but not limited to cost to excavate, re-grade, stabilize, re-sod, import fill, and all else necessary for a complete and functional embankment adequate to function at the outfall without erosion or failure of the embankment and meet industry, City and AHJ standard slope embankment and stabilization above and below water.

XX. Item No. 110 – Restoration of Existing Irrigation System:

- a. Measurement for payment for restoration of existing irrigation system will be made at a per lot (EA) unit price named in the Bid Schedule of such irrigation system modification/restoration.
- b. Payment for irrigation system restoration will be made at per lot (EA) unit price named in the Bid Schedule which price shall constitute full compensation for the complete restoration of the irrigation system including capping existing system during construction and installing new irrigation. Repaired irrigation system shall be connected to existing private property

irrigation systems. Irrigation systems shall match coverage/heads prior to construction.

- c. Irrigation systems shall be restored with pipe matching the size of the existing pipe and necessary adapters and coupling at each end splicing the restored pipe in place. All work shall meet the approval of the ENGINEER.

YY. Item No. 111 – Furnish and Install Plantings (Shrubs, Small Trees, Flowers, etc.):

- a. Payment for the item will be made at the per each lot (EA), named in the Bid Schedule which price shall constitute full compensation for the restoration of shrubs, bushes, small trees (above 2" caliber), flowers including, but not limited to cost of plant materials, fertilizer, watering, excavation, rental, equipment operation, landscape support material costs, planting, labor and all other work necessary to restore plantings to original condition.

ZZ. Item No. 112 – Trim Existing Tree:

- a. Measurement for payment to trim existing tree will be based upon the actual number, each, of trees trimmed.
- b. Payment to trim existing tree will be made at the unit price, each, indicated on the item response form. Trimming of trees shall include obtaining appropriate permits and the removal and disposal of all trimmed tree limbs/material associated with the trimming of trees as required by the contract documents or directed by the ENGINEER.
- c. This pay item is for the trimming of trees with overhanging limbs that conflict with the installation of proposed improvements and is at the discretion of the Engineer and City.

AAA. Item No. 113 – Tree Relocation / Replacement:

- a. Measurement for payment to relocate existing trees will be based upon the actual number, each, of trees relocated.
- b. Payment to relocate trees will be made at the unit price, each, indicated on the item response form. Relocation of trees shall include obtaining of appropriate tree removal/relocation permits, spading of the tree, root pruning, replanting, maintenance, backfill, tree protection barrier (including bio barrier) and the removal and disposal of all vegetative matter associated with the relocation of trees as required by the contract documents or directed by the ENGINEER.
- c. The ENGINEER may direct the contractor to relocate trees to adjacent private property when requested by homeowners. Homeowners must sign a waiver and assume maintenance responsibility for trees in such situations. Contractor shall stake right of way limits a minimum of two weeks in advance of construction in order to coordinate with adjacent property owners and possible conflicting utilities.

BBB. Item No. 114 – Ditch Clearing of Vegetation along Canal:

- a. Payment for the Ditch Clearing of Vegetation along Canal will be made at the linear foot (LF) price named in the Bid Schedule. The CONTRACTOR may request payment for this bid item after acceptable inspection of the areas being restored.
- b. Payment for the item will be made per linear foot (LF) of clearing, as named in the Bid Schedule which price shall constitute full compensation for the restoration work including, but not limited to cost of plant and tree removal, debris removal, unsuitable material removal, excavation, rental equipment, equipment operation, landscape support, material costs, hand clearing, erosion control, removal and disposal of material and garbage offsite, removal of shrubs, removal of trees (4" diameter or less), fill, grading, compaction, sod, stabilization of banks, and all other work necessary to restore flow through the canal.

CCC. Item No. 115 – Removal of Existing Mangroves:

- a. Payment for the removal of existing mangroves will be made at the Square Foot (SF) price named in the Bid Schedule. The CONTRACTOR may request payment for this bid item after acceptable inspection of the areas being removed per the Contract Documents.
- b. Payment for the item will be made per the square foot (SF) of removal, named in the Bid Schedule which price shall constitute full compensation for the restoration work including, but not limited to cost of plant and tree removal, debris removal, unsuitable material removal, excavation, rental equipment, equipment operation, landscape support, material costs, hand clearing, erosion control, removal and disposal of material and garbage offsite, removal of mangroves, removal of trees (4" diameter or less), fill, grading, compaction, sod, stabilization of banks, and all other work necessary to completely remove the mangroves per the Contract Documents.

DDD. Item No. 116 – Furnish and Install Sod (St Augustine for irrigated areas and Bahia sod)

- a. The Contract Unit Price Bid for this item shall constitute full compensation for furnishing and installing sod (St Augustine sod in irrigated areas and Bahia sod elsewhere) including all materials, labor, tools and equipment to restore to original or better conditions all green areas affected by construction operations in accordance with the Plans and Specifications. This item includes: excavation, backfilling, compaction, grading, top soil, sod, watering, fertilizing, disposal offsite of suitable or unsuitable material, erosion control, sedimentation control, dust control, and all other appurtenances required to restore disturbed areas and as acceptable by the CITY. Sod areas shall be graded per Contract Documents prior to sod installation.

- b. Payment for this item shall be paid at the unit price per square yard (SY) named in the Bid Schedule.

VIII. MISCELLANEOUS

EEE. Item No. 117 – Replacement of Signing and Markings:

- a. Measurement and payment for all restoration of roadway pavement signing and marking will be made at the unit price, each price named in the Bid Schedule. The CONTRACTOR may request payment for this bid item after acceptable inspection of the areas being restored, in place, including temporary striping, temporary pavement messages, temporary reflective pavement markers (RPM), temporary layout, final thermoplastic striping, final thermoplastic pavement messages, final RPM, etc., all in accordance with the requirements of the Contract Documents.
- b. Payment for the item will be made at the lump sum (LS), named in the Bid Schedule which price shall constitute full compensation of the furnishing and placement of pavement markings and RPM's.

FFF. Item No. 118 – Unforeseen conflicts - Replacement of Existing Water Services:

- a. Measurement for payment to replace existing water services will be based upon the actual number, each, of such existing water services replaced all in accordance with the Contract Documents.
- b. Payment for replacement of existing water services from the main to the meter will be made at the unit price, each (EA) named in the Bid Schedule which price shall constitute full compensation for the replacement of existing water services including but not limited to excavation, compaction, backfilling, pavement restoration, all restoration work, reconnection to water main, tapping, corporation stop, saddles, service tubing, repair clamps, splicing, plugs, plugging existing corporation at main, pipe preparation and all else necessary for the complete and functional installation in accordance with the City of Fort Lauderdale's Minimum Standards.
- c. This line item will be used for existing water services that must be relocated in order to facilitate the proposed storm drain installation or existing water services that fail due to no fault of the CONTRACTOR. It will be the CONTRACTOR's responsibility to replace, at no expense to the CITY, existing water services damaged or broken due to lack of reasonable care during construction of the proposed improvements. Payment for this item will be made only as directed by the ENGINEER. This Bid Item may vary more than 20% without renegotiations of a unit price.

GGG. Item No. 119 – Unforeseen conflicts - Replacement of Existing Sanitary Sewer Laterals:

- a. Measurement for payment for the replacement of existing sanitary sewer laterals will be based on the actual quantity, each (EA), of such

replacements constructed, all in accordance with the requirements of the Contract Documents.

- b. Payment for the replacement of existing sanitary sewer laterals will be made at the unit price, each (EA), named in the Bid Schedule which price shall constitute full compensation for the completed replacement of the existing sanitary sewer lateral including but not limited to maintenance of service, excavation, dewatering, backfill, compaction, removal and disposal of existing pipe and fittings, installation of pipe, fittings, couplings, reconnection to main and house service, restoration, flexible couplings and all else necessary for a complete and functional installation per the City of Fort Lauderdale's Minimum Standards.
- c. This Bid Item will be used for replacement of existing sanitary sewer laterals in conflict with the proposed storm drain improvements. This Bid Item will be used only as directed by the ENGINEER and may vary more than 20% without renegotiations of a unit price. It will be the CONTRACTOR's responsibility to repair, at no expense to the CITY, any existing sanitary sewer lateral damaged or broken due to the lack of reasonable care during construction of the proposed improvements, including complete restoration.

HHH. Item No. 120 – Excavation in Rock:

- a. Measurement for payment to excavate for infrastructure in rock will be based upon the actual number of linear feet of such excavation performed all in accordance with the Contract Documents.
- b. Payment for excavation in rock will be made at the unit price per linear foot named in the Bid Schedule which unit price shall constitute full compensation for the excavation of rock and shall include, but not be limited to, excavation, removal and disposal. Backfill of excavation, compaction and all restoration WORK shall be completed and paid under the applicable bid item for the utility being installed.
- c. Excavation in rock will be paid for on a linear foot basis regardless of depth and width required to properly install the proposed underground utility. This bid item is in addition to the normal cost of installing underground utilities named specific bid items. Payment for rock excavation will be made only when the requirements of Section 02300, Earthwork have been satisfied and approved by the ENGINEER.

III. Item No. 121 – Remove and dispose of Existing Guardrail:

- a. Measurement for payment for removing and disposing existing guardrail will be based upon the actual number of linear feet (LF) of such guardrail removed as determined by measurement along the centerline of the guardrail in place, all in accordance with the requirements of the Contract Documents.
- b. Payment for removing and disposing guardrail will be made at the unit price per linear foot (LF) of guardrail named in the Bid Schedule, which shall

constitute full compensation for complete removal and disposal of existing guardrail.

JJJ. Item No. 122 – Furnish and Install Guardrail per FDOT Standards (2020 -2021) with anchors, TL-2 connections to barrier wall, end treatments, posts, hardware, etc.:

- a. Measurement for payment for furnishing and installing Guardrail per FDOT Standards (2020 -2021) with anchors, TL-2 connections to barrier wall, end treatments, posts, hardware, etc. will be based upon the actual number of linear feet (LF) of such guardrail furnished and installed as determined by measurement along the centerline of the guardrail in place, all in accordance with the requirements of the Contract Documents.
- b. Payment for furnishing and installing guardrail/handrails will be made at the unit price per linear foot (LF) of guardrail named in the Bid Schedule, which shall constitute full compensation for complete installation of new guardrail to current FDOT Index 536 standards including posts, rails, hardware, anchors, ends, etc. restoration of all areas disturbed by this construction and all else necessary for a complete and functional installation that meets FDOT current standards at the time of Bid.

KKK. Item No. 123-124 – Removal & Replacement of Existing Gate (Chainlink, PVC) / Fence (Chainlink, PVC):

- a. Measurement for payment to remove / relocate or replace existing fences/gates will be based upon the actual number of each or linear feet (LF) of such fence/gate actually removed / relocated or replaced all in accordance with the Contract Documents.
- b. Payment for removal / relocation or replacement of existing fence/gate will be made at the unit price each or per linear foot (LF) of such fence/gate removed / relocated or replaced as named in the Bid Schedule, including posts, top and bottom rails, gates, hardware, and all else necessary for a complete and functional installation.
- c. Fence shall be replaced with material matching the size and type of the existing fence/gate. Payment shall be made for fences removed / relocated or replaced as approved by the ENGINEER.

LLL. Item No. 125 – Remove/Relocate/Replace Decorative Walls, Gates, Masonry Fencing:

- a. Measurement for payment to remove and relocate or replace existing decorative walls /masonry fencing/gates will be based upon the actual number each or linear feet of such walls/ fencing/gates actually removed and relocated or replaced, all in accordance with the Contract Documents.
- b. Payment for removal and relocation or replacement of existing decorative walls/masonry fencing/gates will be made at the unit price each or per linear foot of wall/fence removed and relocated or replaced named in the bid, including but not limited to excavation, reinforcement, concrete footings and

all restoration and all else necessary for a complete and functional installation.

- c. Replacement with material matching the size and type of the existing decorative wall/masonry fence. Payment shall be made for existing decorative walls/masonry fencing removed and relocated as approved by the ENGINEER.

IX. ALLOWANCE ACCOUNTS

A1. Permit, Licenses & Fees Allowance:

- a. The allowance account for this item shall be full compensation for all permits, licenses, and fees required of the Contractor from the various agencies having jurisdiction over the construction of the project. The allowance amount indicated is an estimate of the fees required. Payment will be based on the actual permit, license or fee paid directly to the agency, documented by paid receipts, and specifically excluding any labor, markups, overhead and profit, administration, or other costs involved in obtaining the permits, licenses or fees. Fees specifically excluded from this allowance include, but are not limited to, re-inspection fees and expired permit fees. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City of Fort Lauderdale.

A2. Testing Fees Allowance:

- a. See Section 01400, and all other references to material testing in the contract documents and any regulatory requirements. The allowance amount indicated for this item is dedicated to the payment for quality control testing and will be based upon the actual quality laboratory fees paid by the CONTRACTOR to the laboratory for construction of the project, all in accordance with the Contract Documents. The CONTRACTOR shall produce documentation upon request for payment verifying actual cost. Only laboratory fees substantiated and approved by the ENGINEER and CITY will be paid as part of this bid item. Any retest taken that is required due to a failed test will not be paid for by the City.

A3. All Work Associated with the Contaminated Groundwater Services:

- a. The allowance amount indicated for this item is dedicated for Dewatering in contaminated areas will be based upon the actual Dewatering Consultant Fees paid for by the Contractor, actual cost of construction of any monitoring wells required for dewatering contaminated areas, and the actual cost of all labor, equipment and materials necessary for all work for laboratory sampling, analysis, removal, treatment and discharge of contaminated groundwater in compliance with applicable regulatory requirements. Only disposal of Contaminated Materials or other measures that are necessary to address work in contaminated areas will be paid under this bid item. The Dewatering allowance is an estimate of Contaminated Site Dewatering Services fees required for the project and is a cost pass-through item. The

City will reconcile the actual cost with the CONTRACTOR up to the total allowance amount specified. The CONTRACTOR shall produce documentation verifying actual cost from subconsultants, or for time and material. Only Dewatering fees substantiated and approved by the ENGINEER and CITY will be paid as part of this bid item.

- b. Payment shall include, but is not limited to, hiring a Professional Engineer dewatering consultant, obtaining permits/licenses from regulatory agencies, providing all labor and equipment for Contaminated Site Dewatering Services, monitoring wells, testing and providing for disposal of contaminated material as required by SFWMD, EPD, or other regulatory agencies.
- c. Contaminated sites are known to exist near the project. The contractor shall coordinate special dewatering measures as needed.

A4. Removal and Disposal of Unsuitable/Contaminated Material:

- a. The allowance amount indicated for this item is dedicated to the payment for full compensation for furnishing all materials, labor, tools and equipment to excavate, remove, haul and dispose of contaminated or unsuitable materials encountered in accordance with the plans and specifications. This item includes but is not limited to: excavation, compaction, hauling, disposal, preparation for installing new material, and all appurtenances necessary for a complete and functional material removal acceptable to the CITY. Only fees substantiated and approved by the ENGINEER and CITY will be paid as part of this bid item.
- b. Payment for this item shall be paid at the unit prices per cubic yard (CY) as approved by the City.

A5. Furnish and Place Suitable Backfill Material:

- a. The allowance amount indicated for this item is dedicated to the payment for full compensation for furnishing all materials, labor, tools and equipment to transport, dump, excavate, compact, fill, haul suitable material to replace unsuitable material encountered in accordance with the plans and specifications. This item includes: clean fill, excavation, compaction, hauling, preparation for installing new material, erosion control, dust control, and all appurtenances necessary for a complete and functional material removal acceptable to the CITY. Only fees substantiated and approved by the ENGINEER and CITY will be paid as part of this bid item.
- b. Payment for this item shall be paid at the unit prices per cubic yard (CY) as approved by the City.

A6. All Work Associated with the Tree Protection, Removal, & Relocation, Including Maintenance of Landscaping within City ROW During Construction:

- a. The allowance amount indicated for this item is dedicated to the payment for all labor, equipment, material, and work required for the protection of existing

trees and landscaping, maintenance, and removal of landscape protection and removal, relocation and trimming of existing trees and landscaping throughout construction. This item also includes the hiring of a Certified Landscape Architect and ISA Certified Arborist as necessary to prepare Tree Disposition, Relocation and Installation Plans as required to obtain the necessary permits within the limits of the City Right of Way and all other incidentals not included in other bid items. This includes, but is not limited to, preparing submittals to the City that shows existing trees and their description, preparation of necessary permit documents for submission to the City and County as necessary, performing ISA tree appraisals for trees to be removed for mitigation purposes, providing an ISA certified arborist to prune tree roots within paving areas, installing root barrier systems as required by the City, installing temporary tree barricades for protection during construction activities and all other work incidental to the protection and removal of tree protection as required by the City and the Contract Documents. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City of Fort Lauderdale. Only fees substantiated and approved by the ENGINEER and CITY will be paid as part of this bid item.

A7. Unforeseen conflicts – Repair of Existing Sanitary Sewer Main (8"-16"):

- a. The allowance amount indicated for this item is dedicated to the payment for repairing existing sanitary sewer system will be based upon the amount of linear feet (LF) of such pipe actually removed/replaced/repared in accordance with the requirements of the Contract Documents up to the allowance limit specified. The unit prices established for this work will be used for compensation as directed by the City.
- b. Payment for removing/replacing/repairing existing sanitary sewer pipe will be made at the unit price approved by the City, which price shall constitute full compensation for the complete repair of the existing sanitary sewer system including but not limited to excavation, dewatering, backfill, sheeting and shoring, compaction, pavement bypassing, maintenance of service, restoration, fittings, couplings, etc. for a complete and functional installation per the City of Fort Lauderdale's Minimum Standards.
- c. This Allowance will be used for failures to the existing sanitary sewer system during construction due to no fault of the CONTRACTOR. This allowance will be used only as directed by the CITY and ENGINEER. It will be the CONTRACTOR's responsibility to repair the existing sanitary sewer system, at no expense to the CITY, damaged or broken due to the lack of reasonable care during construction of the proposed improvements, including complete restoration.

A8. Unforeseen conflicts - Relocate Existing Water & Force Main (4"-16"):

- b. The allowance amount indicated for this item is dedicated to the payment for relocating water & force main will be based upon the amount of linear feet (LF) of such pipe actually removed/replaced/relocated in accordance with the requirements of the Contract Documents up to the allowance limit

specified. The unit prices established will be used for compensation as directed by the City.

- c. Payment for removing/replacing/relocating existing water and force main will be made at the unit price approved by the City, which price shall constitute full compensation for the complete repair of the existing water main and/or force main system including but not limited to excavation, dewatering, backfill, sheeting and shoring, compaction, pavement restoration, fittings, couplings, bypassing, maintenance of service, etc. for a complete and functional installation per the City of Fort Lauderdale's Minimum Standards.
- d. This Allowance will be used for failures and conflicts with the existing water or force main system during construction due to no fault of the CONTRACTOR. This allowance will be used only as directed by the CITY and ENGINEER. It will be the CONTRACTOR's responsibility to repair the existing water main and force main system, at no expense to the CITY, damaged or broken due to the lack of reasonable care during construction of the proposed improvements, including complete restoration.

A9. Unforeseen conflicts - Relocate Existing Gas Services:

- a. The allowance amount indicated for this item is for payment to direct and coordinate with the Gas Utility Company to relocate/remove/replace existing gas services in conflict with proposed utilities, structures, or services that are damaged during construction, all in accordance with the requirements of the Contract Documents. The necessary work included under this bid item is coordination with Gas Utility Company, scheduling, and providing temporary services as necessary to maintain existing gas services. Existing gas services shall be maintained throughout construction duration.

A10. Unanticipated Support of Existing Power Poles:

- a. The allowance amount indicated for this item is dedicated to the payment for full compensation for reimbursement to FPL for the unanticipated support of existing power poles and will be based upon the actual quantity, each, of such supported power pole during construction all in accordance with the requirements of the Contract Documents.
- b. Payment for supporting existing power poles will be made at the unit price agreed to by the CITY, which price shall constitute full compensation for the completed installation of the supported power pole during construction including but not limited to excavation, restoration all else necessary for a complete and functional installation.

1.04 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

- 1. Loading, hauling, and disposing of rejected material.
- 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.

3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by City.
6. Material remaining on hand after completion of Work.

1.05 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: Payment for stored materials and equipment shall only be made with submittal of "paid" receipts. No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to Engineer.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.06 ALLOWANCES

- A. The allowances shall be used only at the discretion of and as ordered by the City.
- B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the City.

PART 2 - PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01070

ABBREVIATIONS

PART 1 - GENERAL

1.01 THE REQUIREMENT

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

1.02 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association

ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BCEPGMD	Broward County Environmental Protection and Growth Management Department
BCHD	Broward County Health Department
BHMA	Builders Hardware Manufacturer's Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications

IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Systems and Automation
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturers Association
MMA	Monorail Manufacturers Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health
NIST	National Institute of Standards and Testing
NRCA	National Roofing Contractors Association
NSF	National Science Foundation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society for Protective Coatings
SSPWC	Standard Specifications for Public Works Construction
SFWMD	South Florida Water Management District
UL	Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01090

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 THE REQUIREMENT

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

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes.
- B. References herein to "Building Code" shall mean the Florida Building Code (FBC) Broward Edition. The latest edition of the code as approved and used by the local agency as of the date of the opening of bids, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall follow the most stringent requirements.

- D. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.
- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held after award of contract and prior to the Notice to Proceed. The Engineer shall prepare and distribute the meeting agenda and shall preside at the meeting. The Engineer shall record and distribute minutes of the proceedings and decisions.
- B. A separate preconstruction meeting may be required on site with the Department of Sustainable Development – Engineering.
- C. The Contractor shall provide a Project Superintendent and a dedicated Project Manager specific to this project as a supervisor to oversee proper performance of the Work. The Project Manager shall attend all meetings and have the authority to make decisions on behalf of the General Contractor. The Project Manager shall be responsible for all coordination, document handling, submittal review and processing, quality control, and project scheduling. The Project Manager, once approved by the City and the Engineer shall not be replaced without prior consent by the City and Engineer.
 - 1. The Project Manager and Project Superintendent shall be direct employees of the Prime Contractor.
 - 2. The Project Manager and Project Superintendent shall fluently speak, read and write in English.
- D. Attendance:
 - 1. City
 - 2. Engineer
 - 3. Program Manager
 - 4. Contractor's Project Manager
 - 5. Contractor's Project Superintendent
 - 6. Major Subcontractors
- E. Minimum Agenda:
 - 1. Tentative construction and submittal schedules
 - 2. Critical work sequencing
 - 3. Designation of responsible personnel
 - 4. Processing of Field Decisions and Change Orders

5. Adequacy of distribution of Contract Documents
6. Submittal of Shop Drawings and samples
7. Procedures for maintaining record documents
8. Use of site and City's requirements
9. Major equipment deliveries and priorities
10. Safety and first aid procedures
11. Security procedures
12. Housekeeping procedures
13. Processing of Partial Payment Requests
14. General regard for community relations

1.02 PRELIMINARY CPM SCHEDULE REVIEW MEETING

- A. The Contractor shall participate in a Preliminary CPM Schedule Review Meeting in accordance with the requirements of Section 01300.

1.03 PROGRESS MEETINGS

- A. Progress meetings will be held weekly at the Field Office during the performance of the work of this Contract. Additional meetings may be called as progress of work dictates. Day and time of progress meetings will be scheduled at the Preconstruction Meeting.
- B. Engineer will prepare and distribute agenda, preside at meetings and record minutes of proceedings and decisions. Engineer will distribute copies of minutes to participants.
- C. Attendance:
 1. City
 2. Engineer
 3. Program Manager
 4. Contractor's Project Manager
 5. Contractor's Project Superintendent
 6. Subcontractors, as pertinent to the agenda
- D. Minimum Agenda:
 1. Review and approve minutes of previous meetings.
 2. Review progress of Work since last meeting.

3. Review proposed 30-60 day construction schedule.
4. Note and identify problems which impede planned progress.
5. Develop corrective measures and procedures to regain planned schedule.
6. Revise construction schedule as indicated and plan progress during next work period.
7. Maintaining of quality and work standards.
8. Complete other current business.
9. Schedule next progress meeting.

1.04 NEIGHBORHOOD ASSOCIATION MEETINGS

- A. The Contractor shall attend meetings with the local Neighborhood Associations and other stakeholders as requested by the City. Contractor shall be prepared to provide information on construction schedule, scope of work, impacts to local residents, and other coordination items. Meetings shall be held quarterly throughout the duration of construction.

1.05 BROWARD COUNTY TRAFFIC ENGINEERING SCHOOL SAFETY COORDINATOR

- A. Thirty (30) days prior to the commencement of construction, the Contractor shall notify the "School Safety Coordinator" at Broward County Traffic Engineering Division to set up a pre-work meeting.

1.06 OTHER MEETINGS

- A. The Contractor shall attend and participate in other meetings as required during execution of the Work. These meetings may include, but are not limited to, the following:
 1. Meetings requested by regulatory agencies having jurisdiction over the project
 2. Meetings with utility entities for coordination purposes throughout the construction period
 3. Meetings with other stakeholders including City officials, residents, and businesses
 4. Coordination meetings with other Contractors conducting work at the site

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals, whether their final destination is to the City, Engineer, or other representatives of the City, shall be directed through the Engineer. A general summary of the types of submittals and the number of copies required is as follows:

<u>Copies to Engineer</u>	<u>Type of Submittal</u>
E	Progress Schedule
E	Construction Schedule
E	Schedule of Payment Items
4 + E	Progress Payment Applications
3 + E	Shop Drawings
2 + E	Warranties
E	Audio Visual Preconstruction Record
E	Project Photographs
2 + E	Certificates of Compliance
2*	Product Samples
3 + E	Operation and Maintenance Manual
3 + E	Record Drawings
E	As Built GIS Database
2 + E	Elevation Certificates for New Buildings – Certified by Surveyor

E – Electronic submittal in pdf format.

* Unless otherwise required in the specific Section where requested.

- B. All submittals shall also be submitted to Engineer electronically.

1.02 SUBMITTAL PROCEDURES

- A. The Contractor shall transmit each submittal with a form acceptable to the Engineer, clearly identifying the project Contractor, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and

Product or system limitations which may be detrimental to successful performance of the completed Work.

- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- D. All electronic submittals shall be digitally submitted to the Engineer through the construction project management system Procore (www.procore.com). All submittals shall be numbered, labeled and dated. See the attached Procore Guidelines at the end of this specification section for additional information.

1.03 CONSTRUCTION PROGRESS SCHEDULE

- A. The Contractor shall have the capability of preparing and utilizing the specified construction progress scheduling techniques. A statement of capability shall be submitted in writing to the Engineer with the issuance of the First Notice-to-Proceed by the City and will verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or its consultant has successfully applied the scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of the construction progress schedule, the network analysis and associated reports. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the construction progress schedule, and associated reports and for providing the required updating information of same. The Contractor shall submit its proposed progress (baseline) schedule to the Engineer for review and comment in accordance with the Contract Documents. The Engineer shall have the authority to determine acceptability/correctness of the schedule logic and activity interrelationships. The use of extraneous, nonworking activities and activities which add restraints to the construction schedule shall not be accepted. Baseline schedules that do not meet their contract completion dates shall not be accepted.
- B. The Contractor's progress schedule (baseline and monthly updates) shall be computer generated and resource loaded. Each computer-generated construction progress schedule and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Early Start Date, Total Float, and Late Start Date. Each schedule, and report shall include the following minimum items:
 - 1. Activity Numbers
 - 2. Estimated Duration
 - 3. Activity Description
 - 4. Early Start Date (Calendar Dated)
 - 5. Early Finish Date (Calendar Dated)

6. Latest Allowable Start Date (Calendar Dated)
 7. Latest Allowable Finish Date (Calendar Dated)
 8. Status (whether critical)
 9. Total Float and Free Float
 10. Resource Plots
- C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:
1. Contract Name and Number
 2. Contractor's Name
 3. Contract Duration and Float
 4. Contract Schedule with critical path.
 5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed)
- D. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work. Normal work hours are Monday through Friday, 7:30 am to 4:30 pm.
- E. If the Contractor desires to make changes in its method of operating which affect the construction progress schedule and related items, the Contractor shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the City, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the Contractor only after prior acceptance, in writing by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, nonworking activities and activities which add restraints to the construction progress schedule shall not be accepted.
- F. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event, be the basis for claim for delay against the City by the Contractor.
- G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will be accepted only upon the condition that the Contractor will comply with recovery schedule requirements as specified in paragraph H. below.

- H. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the City. They shall submit to the Engineer for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule, including a computer generated schedule revision to reflect proposed actions
1. Increase construction personnel in such quantities and crafts as will substantially eliminate the backlog of work.
 2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities, and comply with the revised schedule.
- I. When so requested by the Engineer, the Contractor should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in personnel (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the City.
- J. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the Contractor shall submit to the Engineer for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- K. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.
- L. The contract time will be adjusted only in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to any extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.
- M. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the City in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the Engineer will direct the Contractor to reschedule the Work or contract completion time to reflect the changed conditions, and the Contractor shall revise the construction progress schedule and related items accordingly, at no additional cost to the City.

- N. Available float time may be used by the City through the City's Engineer.
- O. The City controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates, the City may initiate changes that absorb float time only. City initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. Contractor initiated changes that encroach on the float time may be accomplished only with the City's concurrence. Such changes, however, shall give way to City initiated changes competing for the same float time.
- P. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been accepted by the Engineer. Failure to include on a schedule any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within any applicable completion date, notwithstanding the review of the schedule by the Engineer.
- Q. Review and acceptance of the construction progress schedule, and related reports, by the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the Work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.
- R. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.
- S. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the Work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related Work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the contract time. The project critical path shall be clearly identified in color or by other means acceptable to the Engineer.
- T. The progress schedule shall be plotted on 22 inch by 34 inch and 11 inch by 17 inch paper and shall be revised and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Up to date hard copies of the schedule shall be submitted along with the application for monthly progress payments for the same period.
- U. The construction progress schedule shall be developed and maintained using Primavera and Primavision software as manufactured by Primavera Systems, Inc., or equal.
- V. The Contractor shall produce a 3-week Look Ahead Schedule for construction meetings on a bi-weekly basis or as determined by City.

1.04 SCHEDULE OF PAYMENT ITEMS

- A. The Contractor shall submit a Schedule of Payment Items for review in accordance with the Contract Documents. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period and shall directly correlate on an item by item basis (unless otherwise accepted by the Engineer) to each individual activity detailed in the construction progress schedule. The sum of all scheduled items shall equal the total value of the Contract. Reference section entitled "Measurement and Payment" for further details.
- B. The Contractor shall expand or modify the above schedule and materials listing as required by the Engineer's initial or subsequent reviews.

1.05 PROGRESS PAYMENT APPLICATIONS

- A. Applications for payments shall be made to the Engineer for review in accordance with Article 7 of the Construction Agreement.

1.06 SHOP DRAWINGS

- A. The Contractor shall submit electronic copies of shop drawings in Adobe Portable Document Format (PDF) format for review by all general, civil, mechanical, structural, architectural, electrical and instrumentation related improvements, including details, piping layout and appurtenances, wiring, color selection charts, materials and equipment fabricated especially for this Contract, and materials and equipment for which such Drawings are specified or specifically requested by the Engineer.
- B. Within one week of shop drawing approval (Furnish as Submitted or Furnish as Corrected), Contractor shall provide three (3) color hard copies of each shop drawing. Contractor may be required to submit certain sheets in large format to ensure all portions of shop drawing are legible. Engineer shall distribute electronic and hard copies to the City.
- C. Shop drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Drawings.
- D. When so specified, or if considered by the Engineer to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.
- E. Time delays caused by rejection of submittals are not cause for extra charges to the City or time extensions.
- F. Requirements: The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such drawings. Electronic copies of all shop drawings shall be submitted as directed by the Engineer during the preconstruction meeting. Shop drawings shall be submitted as a single, complete, and searchable image format document in PDF format with bookmarks for shop drawings consisting of multiple sections and/or more than 20 pages total.

- G. All shop drawings shall be submitted to the Engineer through the Contractor. Each shop drawing shall be individually submitted. The Contractor is responsible for obtaining shop drawings from subcontractors and returning reviewed shop drawings to them. All Drawings shall be clearly marked with the name of the project, City, Contractor, specification section number and building, equipment, or structure to which the drawing applies. Drawings shall be suitably numbered stamped and signed by the Contractor. Each shop drawing shall be accompanied by a transmittal form listing the information identified above.
- H. All submissions shall be dated and properly referenced to the specifications section and Contract Drawing number. The submittal number shall match the following submittal numbering system (or an equivalent system as approved by the Engineer):

Submittal Numbering System

1. Package ID: The package number will reflect the CSI (specification) section number as it appears in the specifications.
2. Subgroup ID: The submittal number will include the CSI number followed by the submittal number and a sequential letter indicating resubmittal number.

Example:

<u>Package</u>	<u>Submittal</u>	<u>Description</u>
03300	03300-001	Concrete Admixture A, First Submittal
	03300-001A	Concrete Admixture A, Second Submittal
	03300-001B	Concrete Admixture A, Third Submittal
	03300-002	Concrete Admixture B, First Submittal

- I. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.
- J. Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.
- K. Warranties: When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty. Actual warranties shall be originals and notarized.
- L. CONTRACTOR's Review: Only submittals which have been checked and corrected should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting shop drawings to the Engineer, the Contractor shall check thoroughly all such shop drawings to satisfy itself that the subject matter thereof conforms to the Drawings

and Specifications in all respects. Shop drawings which are correct shall be marked with the date, checker's name and indications of the Contractor's approval, and then shall be submitted to the Engineer. Other shop drawings submitted to the Engineer will be returned to the Contractor unreviewed.

- M. CONTRACTOR's Responsibility: The Engineer's review of shop drawings will be general and shall not relieve the Contractor of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract and for achieving the specified performance.
- N. CONTRACTOR's Modifications: For submissions containing departures from the Contract Documents, the Contractor shall include proper explanation in their letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, or specified, Contractor shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the City, shall do all Work necessary to make such modifications.
- O. Substitutions: Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:
1. The Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed substitution is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.
 2. The Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
 3. A list of installations where the proposed substitution is equal. Such listing shall cover a minimum of the previous three years and will furnish project names and contact phone numbers.
 4. Where the acceptance of a substitution requires excessive review by the Engineer, revision or redesign of any part of the Work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Contractor's expense.
 5. In all cases the Engineer shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item as specified. No substitute items shall be used in the Work without written acceptance of the Engineer.
 6. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.

7. The City may require, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute.
- P. Complete Submittals: Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.
- Q. Engineer's Review: The Engineer will review and return by email the reviewed shop drawings within 15 calendar days of receipt of such shop drawings. Reviewed shop drawings will be returned to the Contractor by email and marked with the appropriate box checked either "FURNISH AS SUBMITTED", "FURNISH AS CORRECTED" or "REVISE AND RESUBMIT".
- R. Work Prior to Review: No material or equipment shall be purchased, fabricated especially for this Contract, or delivered to the project site until the required shop drawings have been submitted, processed, reviewed by the Engineer and marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED". All materials and Work involved in the construction shall be as represented by said shop drawings.
- S. The Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.
- 1.07 WARRANTIES
- A. Warranties called for in the Contract Documents shall be originals and submitted to the City through the Engineer. When warranties are required, they shall be submitted prior to request for payment.
- B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.
- 1.08 CERTIFICATES
- A. Four copies of certificates of compliance and test reports shall be submitted for requested items to the Engineer prior to request for payment.
- 1.09 PRODUCT SAMPLES
- A. Contractor shall furnish for review all product samples as required by the Contract Documents or requested by the Engineer to determine compliance with the specifications.
- B. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete project identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented by the sample will be used.
- C. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp certifying

that they have been so checked. Transportation charges on samples submitted to the Engineer shall be prepaid by the Contractor.

- D. The Engineer's review will be for compliance with the Contract Documents, and its comments will be transmitted to the Contractor with reasonable promptness.
- E. Acceptable samples will establish the standards by which the completed Work will be judged.

1.10 OPERATION AND MAINTENANCE MANUALS

- A. General: The Contractor shall furnish and deliver to the Engineer three (3) complete Operation and Maintenance (O&M) Manuals for the substantial, complete systems including instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operations, maintenance, and repair of all Contractor furnished equipment. Also included shall be a spare parts diagram and complete spare parts list. These requirements are a prerequisite to the operation and acceptance of equipment. Each O&M Manual shall be bound together in appropriate three-ring hard cover binders. A detailed table of contents shall be provided for each Manual. Provide an appropriate label on the binder edge. Provide tabs and separate sections for operation, maintenance, spare parts, etc.
- B. Written operations and maintenance instructions are required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Extensive pictorial cuts of equipment are required for operator reference in servicing.
- C. Information not applicable to the specific piece of equipment installed on this project shall be struck from the Manual by the Contractor. Information provided shall include a source of replacement parts and names of service representatives, including addresses and telephone numbers.
- D. When written instructions include shop drawings and other information previously reviewed by the Engineer, only those editions which were accepted by the Engineer, and which accurately depict the equipment installed, shall be incorporated in the O&M Manual.
- E. Maintenance and Lubrication Schedules: The Contractor shall include in the O&M Manual, for all Contractor furnished mechanical and electrical equipment including switchgear and motor control centers, instrumentation, valves, gates, etc., complete maintenance and lubrication schedules. Separate forms shall be submitted for each piece of equipment. Sample forms are included at the end of this section. As an alternate to the forms, the Contractor may submit an electronic copy of the manufacturer's recommended preventive maintenance requirements.
- F. The Contractor shall include in the O&M Manual, for all Contractor furnished pumps and motors, complete data sheets. Separate forms shall be submitted for each different type and size of pump and motor. Sample forms are included at the end of this section.
- G. The Contractor shall also furnish and deliver to the Engineer three (3) USB drives with all O&M manuals in an electronic format suitable for downloading into the City O&M database system. All manuals and drawings for the vendor provided equipment, sub-system or

system shall be in Adobe Portable Document Format (PDF) format. They shall be PDF Formatted Text and Graphics (formerly Normal) or PDF Searchable Image (formerly Image+Text). If submitted in Searchable Image format, they shall be Optical Character Recognized (OCR'ed) at a 95 percent confidence level, using Adobe Acrobat Capture 3.x or an equivalent product. There shall be links from all Table of Contents entries to the actual occurrence in the body of the manual. Bookmarks shall be created for all linked Table of Contents entries. This requirement applies to all equipment to be furnished on this project.

1.11 RECORD DRAWINGS

- A. Requirements for record drawings shall be in accordance with Section 01320.

1.12 AS BUILT GIS DATABASE

- A. Requirements for the As-Built GIS Database updates shall be in accordance with Section 01320.

1.13 ELEVATION CERTIFICATES (FOR NEW BUILDINGS)

- A. Two copies of Elevation Certificates for each new building, certified by a registered surveyor, shall be submitted to the Engineer prior to the request for certificate of completion / certificate of occupancy from the City of Fort Lauderdale Building Department.

1.14 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. General: Prior to commencing work, the Contractor shall have a continuous color audio-video recording taken of the entire Project, including adjacent work areas, plant site and all other areas that will be disturbed by the Contractor's operations, to serve as a record of preconstruction conditions. No construction shall begin prior to review and acceptance of the recordings covering the respective, affected construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of the recording not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Recordings shall not be performed more than ninety days prior to construction in any area. Recording format shall be MP4 audio-video, minimum 1280 x 720 resolution, and playable using Windows Media Player. CDs and/or DVDs will not be accepted. All flash drives and written records shall become property of the City.
- B. Services: The Contractor shall engage the services of a professional electrographer. The color recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. The electrographer shall furnish to the Engineer a list of all equipment to be used for the audio-video recording, i.e., manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by the electrographer is the names and addresses of two references that the electrographer has performed color audio-video recordings for on projects of a similar nature within the last twelve months.

- C. Equipment: All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.
1. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity, and be free from distortion and interruptions.
 2. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than twelve feet. In some instances, audio-video coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance acceptable to the Engineer.
- D. Recorded Information - Audio: Each recording shall begin with the current date, project name and municipality and be followed by the general location; i.e., process structure, or area, viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with the electrographer fixed elevation video record of the zone of influence of construction.
- E. Recorded Information - Video: All video recordings must, by electronic means, display continuously and simultaneously, generated with the actual recording, transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hours, minutes, and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, process structure or area, and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.
- F. Conditions for Recording: All recording shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recordings and to produce bright, sharp video recordings of those subjects.
- G. Video Coverage: Video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavement, landscaping, fences, signs and interior and exterior of existing structures affected by the work and the exteriors of structures adjacent to the work, and any other on-site area that will be occupied or impacted by the Contractor or any of their subcontractors or suppliers within the area covered.

1.15 PROJECT PHOTOGRAPHS

- A. The Contractor shall engage and pay for the services of a photographer for ground level progress pictures each month during the course of the construction activities. The photographer's periodic visits and work shall be coordinated with the City. A total of 25 progress photographs in electronic format of completed work is required each month. A

photograph (picture) shall be defined as one image. Meta data shall include the following information:

1. Location
2. Name/number of structure
3. Photo Number
4. Date photograph was taken
5. Description
6. Name of photographer
7. Owner's witness

- B. Digital images of each photograph shall be submitted electronically to the Engineer with the Contractor's monthly estimate.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

<u>EQUIPMENT LUBRICATION SCHEDULE</u>			
EQUIPMENT ITEM:			
EQUIPMENT ID NO.:			
EQUIPMENT LOCATION:			
EQUIPMENT MANUFACTURER:			
ADDRESS:			
PHONE:			
SERVICE REPRESENTATIVE:			
ADDRESS:			
PHONE:			
MAINTENANCE REQUIREMENTS:			
<u>Maintenance Operation</u>	<u>Frequency Running Time / Calendar</u>	<u>Lubricant</u>	<u>Description / Type / Special Tools</u>

Page ____ of ____

NOTE: Use additional sheets as required

<u>EQUIPMENT MAINTENANCE SCHEDULE</u>			
EQUIPMENT ITEM:			
EQUIPMENT ID NO.:			
EQUIPMENT LOCATION:			
EQUIPMENT MANUFACTURER:			
ADDRESS:			
PHONE:			
SERVICE REPRESENTATIVE:			
ADDRESS:			
PHONE:			
MAINTENANCE REQUIREMENTS:			
<u>Maintenance Operation</u>	<u>Frequency Running Time / Calendar</u>	<u>Lubricant</u>	<u>Description / Type / Special Tools</u>

Page ____ of ____

NOTE: Use additional sheets as required.

- END OF SECTION -



Hazen's Procore Guidelines for Contractors

July, 2017

1. Invitation To Project From Hazen:

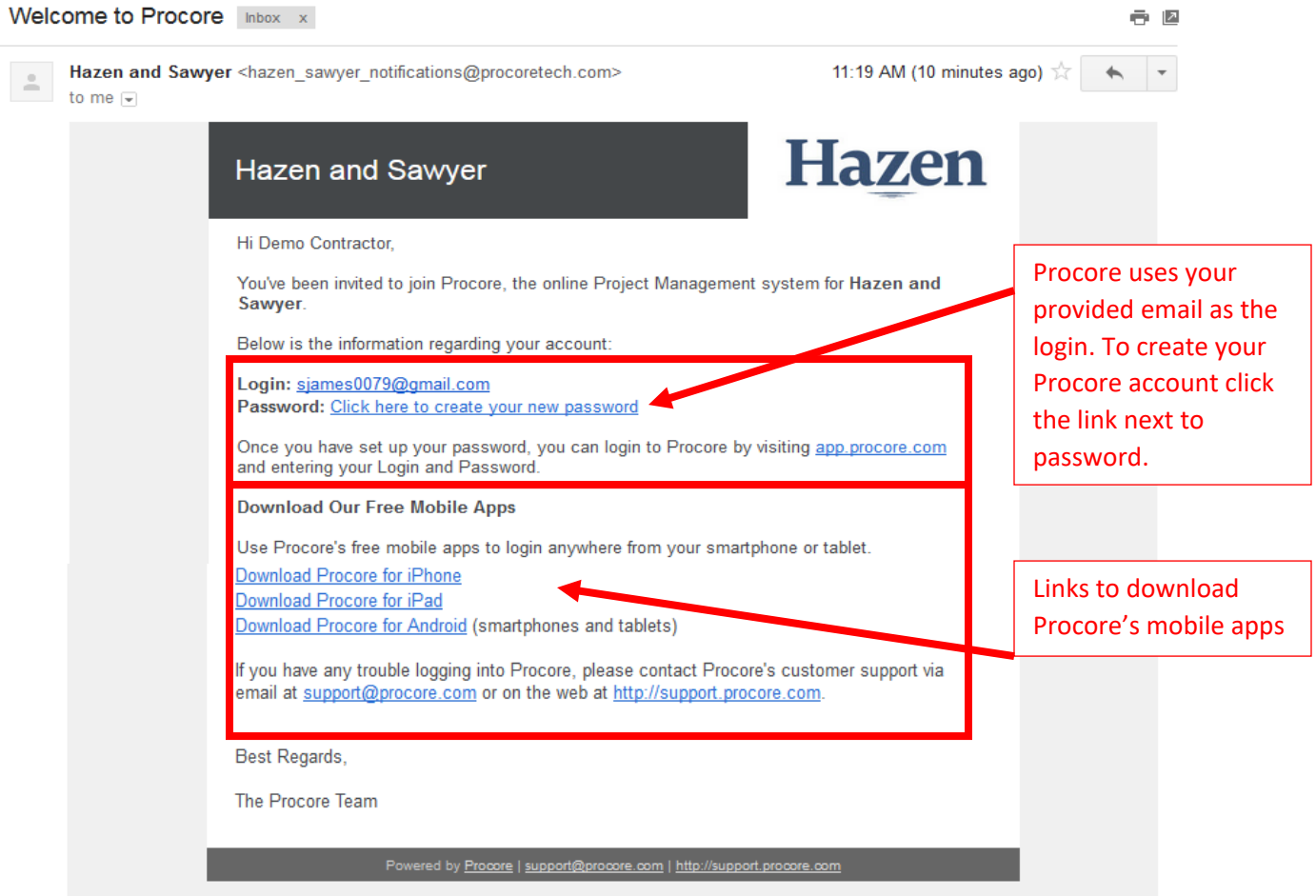
1.1. After the pre-construction meeting has been held, Hazen will invite the contractor's project team to Procore. Please provide contact information using the table below for 1) your company and 2) users you wish to add from your company.

Company Information	
Company Name:	
Address:	
City:	
State:	
Zip:	
Business Phone:	
Fax:	

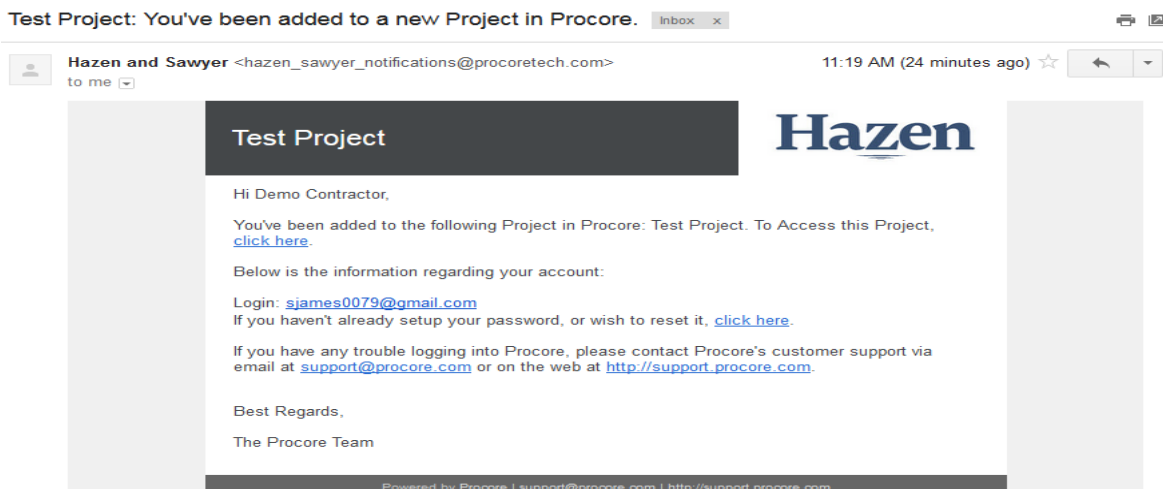
User Information							
First Name	Last Name	Email Address	Address (If different from Company Address)	Business Phone	Cell Phone	Job Title	Folder Tracking For Submittals? (See 2.6)

1.2. Once Hazen has received a Contractor's company and user information, an invitation will be sent to each user. Procore will send two emails: One email invites the user to join Procore, provides a link to set-up an account password, and offers links to download Procore's mobile apps. The second email informs the user that they have been added to a project and provides a link to access the project page in Procore.

1.2.1. Procore invitation email:



1.2.2. Added to Project email:



2. Submittal Upload/Response

2.1. After you have setup your account/password. Go to procore.com. Your login will be the email you provided Hazen. Enter your password created in step 1.2.1. Once logged in, you will be directed to the main "Portfolio" screen as shown below. In this view you will see the main project information (Hazen Project #, Address, City, etc.).

The screenshot shows the Hazen Portfolio interface. At the top, there's a navigation bar with the Hazen logo, a dropdown for 'HAZEN AND SAWYER' (Select a Project), a 'TOOLBOX' dropdown (Portfolio), and a 'FAVORITES' section. Below this, the 'PORTFOLIO' section has tabs for 'Projects' and 'My Open Items'. An 'Export' button is on the right. A search bar labeled 'SEARCH FOR PROJECTS' is on the right side. Below the search bar, there's a 'FILTER PROJECTS BY' section with dropdowns for 'County' and 'Department'. The main area displays a table of projects. The first row is highlighted with a red box and a red arrow pointing to it. The table has columns: Name, Project #, Address, City, State, ZIP, Phone, Program, Status, Stage, Type, Department, and Notes. The first row contains the text 'Test Project' in the Name column.

Name	Project #	Address	City	State	ZIP	Phone	Program	Status	Stage	Type	Department	Notes
Test Project								Active	Course of Construction	Pipeline		

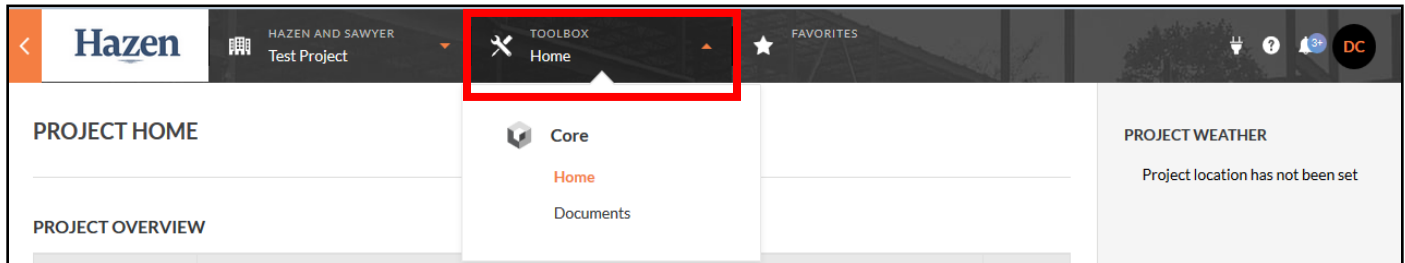
2.2. Click on the project name (blue hyperlink) to access the project's home page as shown below.

The screenshot shows the Hazen Project Home interface. At the top, there's a navigation bar with the Hazen logo, a dropdown for 'HAZEN AND SAWYER' (Test Project), a 'TOOLBOX' dropdown (Home), and a 'FAVORITES' section. Below this, the 'PROJECT HOME' section has a 'PROJECT OVERVIEW' section with a table showing 'Overview', 'Overdue', 'Next 7 Days', '> 7 Days', and 'Total Open'. The table is empty, showing 'No Data'. Below this is a 'MY OPEN ITEMS' section with a table showing 'Item Type', 'Details', 'Status', and 'Due Date'. The table is empty, showing 'No Open Items'. Below this is a 'RECENTLY CHANGED ITEMS' section with a table showing 'Item Type', 'Details', 'From', and 'Date Created'. The table is empty, showing 'No Recent Items'. On the right side, there's a 'PROJECT WEATHER' section with the text 'Project location has not been set'. At the bottom right, there's a 'Minimize Sidebar' button.

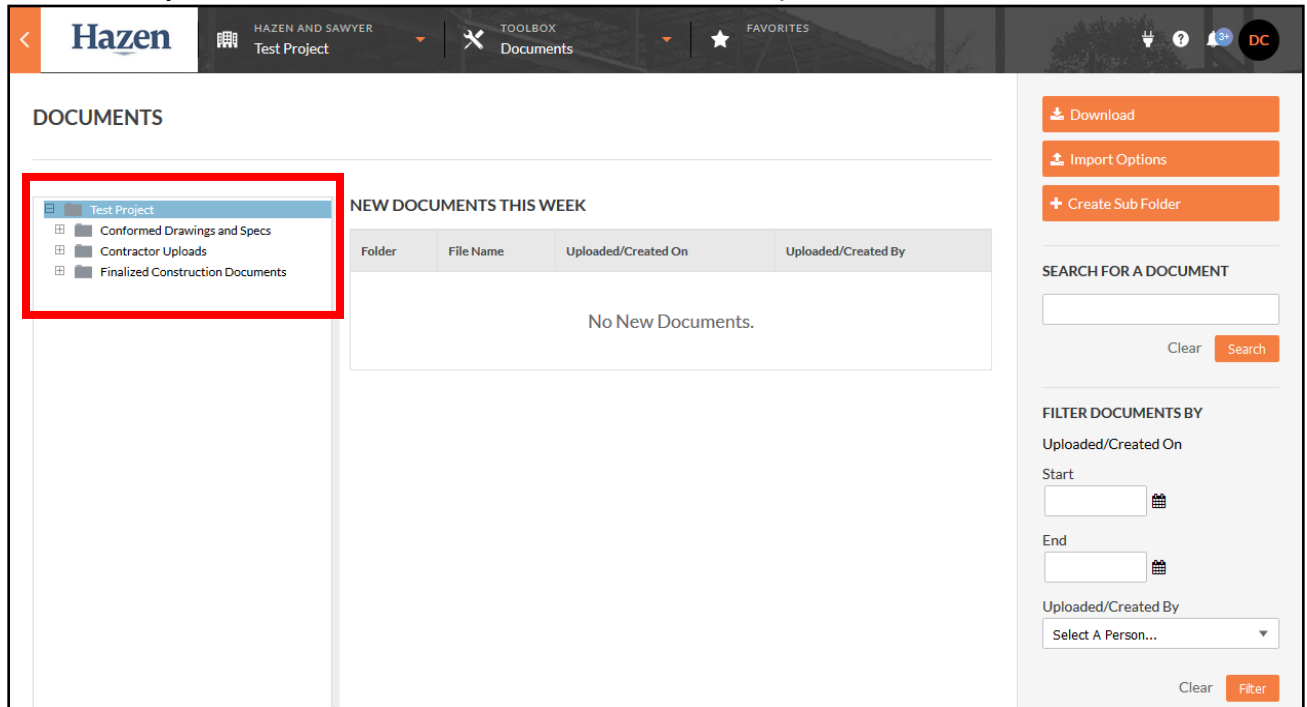
Item Type	Details	Status	Due Date
No Open Items			

Item Type	Details	From	Date Created
No Recent Items			

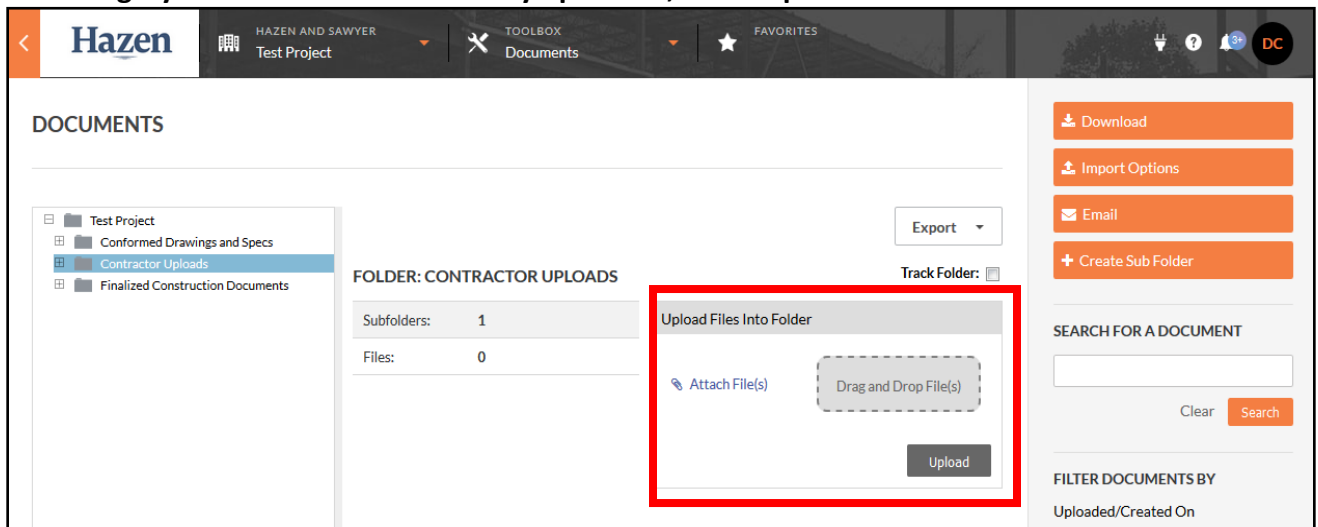
2.3. To upload a submittal for Hazen’s review, go to the “Documents” tool by clicking the dropdown arrow under toolbox ribbon.



2.3.1. Inside the documents tool, you will see three file folders (Conformed Drawings and Specs, Contractor Uploads, and Finalized Construction Documents).



2.3.2. To upload a submittal for review, highlight the Contractor Uploads folder. The middle portion of your screen will update and you will see a box labeled “Upload Files Into Folder”. Simply drag and drop a PDF file of the submittal (properly named, spec section-submittal number-revision number) into the grey box. Once the file has fully uploaded, click “Upload”.



2.4. Once a submittal has been reviewed by Hazen, the Project Manager (PM) or Submittal Coordinator (SC) will upload the review comments to the “Final Submittals and Shop Drawing Comments” folder.

See step 2.6 on explanation of folder tracking

Track Folder: ☒ Parent Folder ("Finalized Construction Documents") Marked for Tracking

Subfolders: 17
Files: 0

Upload Files Into Folder

Attach File(s) Drag and Drop File(s)

Upload

FOLDER PERMISSIONS
This folder has no permissions set.

FOLDER TRACKING
0 people are currently tracking this folder.

FILES IN THIS FOLDER

2.5. This process is similar for other documents (Change Documents, RFIs, etc.). Contractor shall upload all documents to the “Contractor Uploads” folder. Once reviewed, Hazen will upload responses to the “Finalized Construction Documents”.

See step 2.6 on explanation of folder tracking

Track Folder: ☒

Subfolders: 4
Files: 0

Upload Files Into Folder

Attach File(s) Drag and Drop File(s)

Upload

FOLDER PERMISSIONS
This folder has no permissions set.

FOLDER TRACKING
0 people are currently tracking this folder.

FILES IN THIS FOLDER

Download
Import Options
Email
Create Sub Folder

SEARCH FOR A DOCUMENT

Clear Search

FILTER DOCUMENTS BY

Uploaded/Created On


Start
End


Uploaded/Created By
Select A Person...

Clear Filter


PROCORE DRIVE

2.6. Hazen's PM/SC will adjust Procore settings so that the Contractor is automatically tracking the "Finalized Construction Documents" folder. This allows Procore to automatically send the Contractor an email when Hazen has uploaded final construction documents (closed RFIs, submittal comments, etc.). As shown below, Procore will send an email stating that "The following item(s) has changed within the Procore Document Management system". You may click on the blue link directly to view the document or you may log into Procore and access the documents tool.


 Thu 6/8/2017 11:20 AM
 Hazen and Sawyer <hazen_sawyer_notifications@procoretech.com>
 Procore Document Management Change Notification

To  James, Steven

Hazen and Sawyer



The following 1 item has changed within the Procore Document Management system.

File Path	File	Current Version	Comments	Events
12 Mile Ck WWTP 7.5 MGD Expansion	12 Mile Ck WWTP 7.5 MGD Expansion/Contractor Uploads/Submittals/	11439-OM-A- Fine Bubble Diffused Aeration Equip Prelim OM.pdf		New file added 06/08/17 at 10:32 am

Thank you for using Procore! If you have any questions, please contact customer support via email at support@procore.com or on the web at <http://support.procore.com>

Powered by Procore | support@procore.com | <http://support.procore.com>

SECTION 01312
FIELD ENGINEERING

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Contractor shall provide and pay for field Engineering and Survey services required for the project.
- B. Identify existing control points and property line corner stakes indicated on the Drawings, as required.

1.02 QUALIFICATIONS OF SURVEYOR

- A. Qualified Registered Professional Surveyor & Mapper, acceptable to the City and the Engineer.

1.03 SURVEY REFERENCE POINTS

- A. Location and elevation of benchmarks are shown on the Drawings. Identify basic horizontal and vertical control points for the construction project including:
 - 1. Permanent coordinate reference points with horizontal and vertical control, located and staked as shown on the plans.
- B. Contractor's Responsibilities:
 - 1. Provide survey and layout required to layout the Work.
 - 2. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
 - 3. In event of discrepancy in data or benchmarks, request clarification before proceeding with Work.
 - 4. Retain professional land surveyor or civil engineer registered in state of Florida who shall perform or supervise engineering surveying necessary for construction staking and layout.
 - 5. Maintain complete accurate log of survey Work as it progresses as a Record Document.
 - 6. On request of City, submit documentation.
 - 7. Provide competent employee(s), tools, stakes, and other equipment and materials as City may require to:
 - 8. Establish control points, lines, and easement boundaries.
 - 9. Check layout, survey, and measurement Work performed by others.

10. Measure quantities for payment purposes.

- C. The Contractor shall locate and protect control points prior to starting site construction work and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to City.
 - 2. Report to Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Contractor's surveyor shall replace project control points which may be lost or destroyed. Replacements shall be established based on original survey control.
- D. Contractor shall be responsible for performing survey and preparing As-Built drawings for all other portions of the work in accordance with Section 01320 – Project Record Documents.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Contractor's surveyor shall establish a minimum of two permanent benchmarks on site, referenced to data established by survey control points.
- B. Contractor shall establish lines and levels, locate and lay out, prepare a Horizontal and Vertical Control Plan for the purpose of construction staking by instrumentation and similar appropriate means:
 - 1. Stakes for grading and fill placement.
 - 2. Controlling lines and levels as required.
- C. From time to time, verify layouts by same methods.
- D. Horizontal and vertical control plan shall be made available to City in AutoCAD Civil 3D 2019 format or most current release.
- E. Any plan released to the Contractor via electronic media is for as-built use only. They have not been geometrically calculated by a Surveyor. This applies to all aspects of the plans including, but not limited to, right-of-way, road utilities and drainage.

1.05 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. On completion of construction work, prepare a certified survey showing all dimensions, locations and elevations of project.

1.06 SUBMITTALS

- A. Submit name and address of Professional Surveyor & Mapper and Professional Engineer to City and Engineer.

- B. On request of City or Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by Registered Engineer or Professional Surveyor & Mapper certifying that elevation and locations of work are in conformance, or non-conformance, with Contract Documents.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

PROJECT NO. 11868

SECTION 01320

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall submit Project Record Documents, including As-Builts and As-Built GIS Database updates as specified herein.
- B. Maintain at the site of the City a record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Approved Shop Drawings, Product Data and Samples
 - 6. Field Test Records
 - 7. Stormwater Pollution Prevention Plan (SWPPP)

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction:
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by City and City Project Manager.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by Engineer.

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1.04 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction: (hard copy and ACAD format)
 - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Field Order or by Change Order.
 - 5. Details not on original Contract Drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.

1.05 AS-BUILT AND RECORD DRAWINGS

- A. The term 'As-Built Drawing' refers to drawings signed and sealed by a Florida registered surveyor and mapper (PSM) provided by the Contractor. As-built information will be provided to the Engineer of Record for review. Contractor will prepare record drawings based on as-built information.
- B. The as-built drawings cover sheet will be signed, sealed and dated by the PSM. The cover sheet will include the PSM's name, business name, PSM number, address and telephone number and contain the following statement:

"I hereby certify that the as-built location information of the potable water, reclaimed water, wastewater and drainage facilities shown on these drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 5J-17.050(10)(i) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of our knowledge and belief."
- C. As-builts will contain the information on the design drawings, plus the following additional requirements:

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1. As-builts are to document changes between the design and construction. All information that is incorrect due to changes during construction will be corrected. Incorrect or no longer relevant information will be erased or struck through. Any facilities constructed in a horizontal or vertical location materially different (one-tenth foot horizontal, one-tenth foot vertical) than the design location will have their design location struck through and will be redrafted at the constructed location. Design drawing dimensioning to water and wastewater facilities will be corrected as necessary.
 2. Drawings will be a complete set including cover sheet, index (if one was included in the approved design drawings) and any other sheets included in the approved design set. Standard detail sheets are not necessary.
 3. Drawings will include the Minimum As-Built and Record Drawing Contents described in the City of Fort Lauderdale minimum standards.
- D. The Contractor shall maintain full size (24"x36" or 22"x34") field drawings to reflect the "as-built" items of Work as the Work progresses. Upon completion of the work the Contractor shall prepare a record set of "AS-BUILT" Drawings on full-size, reproducible material and an electronic file in .DWG format (AutoCAD, latest Version). One set of full size design Drawings on reproducible material will be furnished to the Contractor by the design Engineer at the current square foot price. An electronic file of the design Drawings will be furnished to the Contractor by the Engineer at no additional cost (for as-built purposes only). No additional payment will be made for those "as-built" Drawings.
- E. The cost of maintaining record changes, and preparation of the AS-BUILT Drawings shall be included in the unit prices bid for the affected items. Upon completion of the Work, the Contractor shall furnish the City Project Manager the reproducible AS-BUILT Drawings and electronic files. The completed AS-BUILT Drawings shall be delivered to the City Project Manager at least 48 hours prior to final inspection of the Work. The Final Inspection will not be conducted unless the AS-BUILT Drawings are in the possession of the City Project Manager.
- F. The completed As-Built Drawings shall be certified by a Professional Surveyor and Mapper registered in the State of Florida. This certification shall consist of the surveyor's embossed seal bearing the registration number, the surveyor's signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor. The final as-builts shall also be submitted using state plane coordinates. (NAVD 1988 for vertical; NAD '83 with '90 adjustment for horizontal).
- G. Representative items of Work that should be shown on the record Drawings as verified, changed or added are shown below:
1. Plans:
 - a. Structure types, location with grade of rim and flow-line elevations.
 - b. Pipe type, length, size and elevations.
 - c. Utility type, length, size and elevation in conflict structures.

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- d. All maintenance access structures, valves and hydrants within right-of-way.
 - e. Spot (critical) elevations at plateaued intersections. (P.C., P.T., and mid point of all intersections, etc.)
 - f. Sewer laterals shall be stationed between maintenance access structures.
- 2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.
 - 3. Water and Sewer Plans: Location (horizontal and vertical) of all pipe lines, structures, fittings, services, valves and appurtenances, and water main / sanitary sewer pipe crossings.
- H. The Contractor shall submit an electronic set of progress As-Built Drawings with each application for payment. These Drawings shall accurately depict the Work completed and for which payment is being requested.
- I. The term 'Record Drawing' refers to the final drawing set signed and sealed by the Engineer of Record. The Engineer of Record will prepare or have prepared record drawings based on as-built information provided by the PSM and from information provided by the Engineer's staff. The Engineer of Record shall retain the signed and sealed 'as-built' drawings provided by the PSM with the other project records for possible review by City upon request. Record Drawings shall meet the requirements of the Contract Documents.
- J. As-Built and Record Drawings shall include the following contents at a minimum.
- 1. The amount of information required on as-built and record drawings will require the drawing author to organize its presentation in order to make the drawings readable. On occasion, it may be necessary to put stormwater, water, and wastewater information on separate sheets, and/or use a table to show coordinate information.
 - 2. Show the location of easements used by the stormwater, water, and wastewater facilities.
 - 3. Indicate pipe joint locations where stormwater, water, wastewater or reclaimed water piping crosses.
 - 4. Indicate the length of gravity stormwater and wastewater piping and actual slope between manhole centers.
 - 5. Show all abandoned in place facilities including the extent and method of abandonment.
 - 6. Show elevations to the nearest tenth of a foot for:

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- a. Top of pipe for elevations at vertical deflection points and every 200 feet along straight runs.
 - b. Top of pipe of stormwater, water, or wastewater facilities where they cross all other facilities (drainage, telephone, cable TV, electric, etc.)
7. Show elevations to the nearest one hundredth of a foot for:
 - a. Manholes (MH) rims.
 - b. Inverts of every gravity wastewater and stormwater pipe and force main connections to MH.
 - c. Lift station top of slab, bottom of wet well, influent pipe invert and control set points.
8. Coordinates will be provided for City maintained facilities, including:
 - a. Water mains, force mains and reclaimed water mains at deflection points and every 200 feet along straight runs.
 - b. The center of each MH, fitting, valve, blow off, hydrant, water meter box, wastewater cleanout, lift station wetwell, double detector check or other non-pipe water or wastewater facility.
 - c. The location of each connection to existing facilities.
 - d. The corners (vertices) of all easements being granted to the City as a part of the project.
 - e. Other locations designated by City.
9. Show the changed location of any non-water/wastewater/stormwater features so they are at the visually correct location relative to City maintained facilities.
10. Drawings shall include color photographs of all connections to existing City infrastructure as well as all critical utility crossings and where specifically required on the design drawings. The pictures will be taken with a GPS camera that automatically geotags the picture. A maximum of six photographs per sheet is acceptable. Each photograph shall have a minimum size of 8"x10". Photographs shall have a density of 3.0 megapixel or greater. Plot resolution is to be minimum 300 dots per inch. Photographs shall normally be taken from a point between four feet (4') and six feet (6') above the subject infrastructure and shall show good detail in both shadow and sunlit areas. Include a measuring device in the photo for scale and where applicable to indicate the depth or separation of the utilities. A symbol (i.e. an arrow) is to be used in the plan views indicating the location and direction of view for each photograph submitted. The symbol must include the photograph number. A caption under each photograph shall include the following information:
 - a. Photograph number

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- b. Photograph description
 - c. Date of photograph
 - d. Location and direction of view (for example 201 NW 34 Street looking North)
 - e. State plane coordinates
 - f. All photographs included in the drawings will also be provided to City in JPEG format on CD or DVD media. The CD or DVD will be labeled with the City project name and number. Individual photo files will be named using the same photograph number contained in the drawings.
11. The size and material of the piping shall be verified by the survey crew at the time of as-built.
12. As-builts of all drainage lines shall include the following information:
- a. Rims, inverts, length of piping between structures, length of exfiltration trench, and weir elevations if applicable.
 - b. The size and material of the piping shall be verified by the survey crew at the time of as-built.
13. As-builts for the edge of pavement and sidewalk locations shall include horizontal locations and shall indicate all deviations from the design plans.
14. All rock as-builts for parking lot, roadways and swales areas shall consist of the following:
- a. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.
 - b. Rock as-builts shall be taken at all locations where there is a finish grade elevation shown on the design plans.
 - c. All catch basin and maintenance access structure rim elevations shall be shown.
 - d. Elevations around island areas will also be required.
 - e. As-builts shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.
 - f. Note: Rock as-builts required prior to paving. Engineer shall review rock as-builts within five days of receipt.
15. Lake and canal bank as-builts shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 lf, unless otherwise specified. As-builts shall consist of

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the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing.

16. Retention area as-built elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well.
17. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the as-builts. The City Project Manager may request additional as-built information to verify horizontal or vertical locations.

1.06 AS BUILT GIS DATABASE REQUIREMENTS

- A. The Contractor shall submit updates to the City's GIS database cataloging the constructed stormwater infrastructure. Updates shall be in accordance with the City's latest geodatabase and corresponding Geodatabase Data Dictionary. The Geodatabase Data Dictionary is provided as an attachment to this specification.
- B. Contractor shall enter location and attribute information collected from survey field work and final As-Built Drawings into a City issued geodatabase template. The City shall provide a template in Microsoft Excel format to be used for data entry. This template will adhere to the City's geodatabase schema for feature classes, related tables, and domain tables. The asset types to be collected and delivered shall include, but not limited to the following assets:
 1. Control valves
 2. Exfiltration trenches
 3. Gravity mains
 4. Pressurized mains
 5. Inlets
 6. Manholes
 7. Network structures (including pump stations or pipe ends)
 8. Inline valves
 9. Outfalls
- C. Attribute types shall be coordinated with the City, but shall adhere to the requirements of the City's Geodatabase Data Dictionary.

1.07 SUBMITTAL

- A. Submittals of final As-Built Drawings shall be made with monthly payment applications and at the completion of the entire project. At Contract closeout, deliver all Record Documents to City Project Manager, for presentation to the City.

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- B. A complete set of As-Built Drawings shall be prepared and delivered to the City Project Manager. Work shall be performed by a Registered Professional Surveyor and Mapper shall include, but not be limited to the following:
1. Valve boxes, splice boxes, pull boxes, all underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, sanitary sewer lines and structures, finished necessary grades, benches, curbs, fences, walls, signs, light fixtures and other items as necessary in accordance with City Record Plan/As-built plan requirements.
- C. Submittal of the draft As-Built GIS Database shall be done electronically. The Engineer will review the Excel file for completeness. The City shall provide written comments on the submittal. The Contractor shall provide a written response for each comment. The Contractor shall make revisions to the Excel file and submit both the responses to the comments and the revised database file for review by the Engineer and the City. Should further modifications of GIS database file be required, the Contractor shall make these modifications at no additional cost to the City.
- D. Accompany all submittals with transmittal letters in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or authorized representative.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

- END OF SECTION -

Geodatabase Documentation

Date: Monday, July 6, 2020

Time: 2:44:41 PM

Summary Information and Links

[0 Feature Datasets and 13 Feature Classes](#)

No Topology Datasets

No Geometric Networks

No Rasters

[16 Tables \(Object Classes\)](#)

[13 Relationship Classes](#)

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Feature Datasets and Child Classes

Rasters

Workspace-Level Tables and Feature Classes

[DynamicValue - Table](#)

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[ssBendReference - Table](#)

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[ssManholeReference - Table](#)

[ssNetworkStructureReference - Table](#)

[ssPressurizedMainReference - Table](#)

[ssPumpStationReference - Table](#)

[ssServiceConnectionReference - Table](#)

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[ssBend - Feature Class](#)

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[ssNetworkStructure - Feature Class](#)

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[ssSystemValve - Feature Class](#)

Relationship Classes

[ssBendReferenceRC](#)

[ssCleanOutReferenceRC](#)

[ssControlValveReferenceRC](#)

[ssEmergencyOverflowReferenceRC](#)

[ssFittingReferenceRC](#)

[ssGravityMainReferenceRC](#)
[ssLaterallLineReferenceRC](#)
[ssManholeReferenceRC](#)
[ssNetworkStructureReferenceRC](#)
[ssPressurizedMainReferenceRC](#)
[ssPumpStationReferenceRC](#)
[ssServiceConnectionReferenceRC](#)
[ssSystemValveReferenceRC](#)

Domains

[AncillaryRoleDomain](#)
[AssetManager](#)
[AssetOwner](#)
[BooleanDomain](#)
[ControlSetRef](#)
[Datum](#)
[Direction](#)
[EnabledDomain](#)
[InventoryClass](#)
[piAccessDiameter](#)
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[piFittingType](#)
[piLiningMethod](#)
[piManholeCoverType](#)
[piManholeType](#)
[piPipeDiameter](#)
[piPipeMaterial](#)
[piPipeShape](#)
[piSystemValveType](#)
[ssNetworkStructureType](#)
[ssPumpStationType](#)
[ssValveUse](#)
[ssWaterType](#)
[ValueMethod](#)
[YesNo](#)

ssBend - FeatureClass

Name ssBend
ShapeType Point
FeatureType Simple
AliasName ss Bends
HasM false
HasZ false
HasAttachments false
Description Bends in sanitary sewer.

Field	Data Type	Length	AliasName	Description	Domain	DefaultValue	IsNullable	Precision	Scale
FACILITYNUM	Integer	4	Facility Number	Locally assigned numeric unique identifier populated by database admin		0	true		

				created database trigger					
FACILITYID	String	20	Facility Identifier	Locally assigned alphanumeric unique identifier populated by database admin created database trigger			true		
LEGACYID	String	20	Legacy ID (Unit ID)	Former asset identifier. To be moved to a related table.			true		
ACTIVESTATUS	String	20	Active Status	Identifies whether the asset is in use, not in use or removed from the ground	piActiveStatus	Active	true		
ACTIVEFLAG	SmallInteger	2	Active Flag	Identifies whether the feature is in use/active	BooleanDomain	1	true		
INVCLASS	String	20	Inventory Class	The method used to establish the geographic location of the asset	InventoryClass		true		
COLLECTEDDATE	Date	8	GPS Collected Date	Date the feature was located by a surveyor			true		
OWNEDBY	SmallInteger	2	Owned By	Indicates which organization owns the asset	AssetOwner	1	true		
MAINTBY	SmallInteger	2	Maintained By	Indicates which organization maintains the asset	AssetManager	1	true		
INSTALLDATE	Date	8	Install Date	The date the asset was installed			true		
INLETDIAM	Double	8	Inlet Diameter	Diameter of pump inlet	piPipeDiameter		true		
DISCHDIAM	Double	8	Discharge Diameter	Diameter of pump discharge	piPipeDiameter		true		
BENDANGLE	String	3	Angle	Angle			true		
BENDRADIUS	String	3	Radius	Radius			true		
LOCATION	String	200	Location Description	Identifies the meter box location (area_served in Utility Billing database). Value is copied to Cityworks work order Location Details field when attached to a work order.			true		
ADDRESS	String	50	Address	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached			true		

				to a work order (address in Utility Billing database)					
PURCHASEDATE	Date	8	Purchase Date	The purchase date of the asset. Used for future asset management analysis.			true		
WARRANTYDATE	Date	8	Warranty Date	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.			true		
ASSETCOST	Double	8	Asset Cost	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.		0	true		
CONDITION	SmallInteger	2	Condition Rating	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	piConditionPACP		true		
CONDITIONDATE	Date	8	Condition Date	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.			true		
SERVICELIFE	SmallInteger	2	Service Life	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.		0	true		
RUL	SmallInteger	2	Remaining Useful Life	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the service life. It will be heavily		0	true		

				relied upon for asset management analysis.					
COF	SmallInteger	2	Consequence of Failure	The consequence of failure. Used in the BRE model as the impact due to asset failure.		0	true		
POF	SmallInteger	2	Probability of Failure	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.		0	true		
BRE	SmallInteger	2	Business Risk Exposure	Business Risk Exposure is a the product of probability of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.		0	true		
LASTINSPECTDATE	Date	8	Last Inspection Date	The date the asset was most recently inspected			true		
LASTMAINTDATE	Date	8	Last Maintenance Date	The date of the most recent maintenance activity			true		
MANUFACTURER	String	50	Manufacturer	The manufacturer or brand of the asset (company_cd in Utility Billing database)			true		
PROJECTNUM	String	32	City Project Number	The City's Project Number under which the asset was installed			true		
FILENUM	String	32	City File Number	The City's File Number			true		
WORKORDERNUM	String	60	City Work Order Number	The work order number for performing work on the asset (Cityworks, Qalert, etc)			true		
SURVEYRPTNUM	String	32	Survey Report Number	The City's Surveyor's Report Number under which the location of an			true		

				asset or group of assets are captured, may be the same as the Service Request or Work Order Number					
XYCONVERTED	String	5	X, Y Converted	X, Y Converted	YesNo		true		
XCOORD	Double	8	X Coordinate	X-Coordinate of the asset (FL State Plane-East)		0	true		
YCOORD	Double	8	Y Coordinate	Y-Coordinate of the asset (FL State Plane-East)		0	true		
ZCOORD	Double	8	Z Coordinate	Z-Coordinate of the asset		0	true		
ANCILLARYROLE	SmallInteger	2	Ancillary Role	Identifies whether the asset participates in a geometric network as either a source or a sink	AncillaryRoleDomain	0	true		
ROTATION	Double	8	Rotation	Map symbol rotation value		0	true		
ENABLED	SmallInteger	2	Enabled Flag	Indicates if the asset is enabled within a geometric network.	EnabledDomain	1	true		
FIELDNOTES	String	255	Field Notes	Comments or notes from field staff, including surveyors, that are relevant to the asset			true		
SIZENOTES	String	10	Size Notes	Size Notes			true		
NOTES	String	200	GIS Notes	GIS entry notes or comments relevant to the asset			true		
created_user	String	255	created_user	created_user			true		
created_date	Date	8	created_date	created_date			true		
last_edited_user	String	255	last_edited_user	last_edited_user			true		
last_edited_date	Date	8	last_edited_date	last_edited_date			true		

ssCleanOut - FeatureClass

Name ssCleanOut
ShapeType Point
FeatureType Simple
AliasName ss Clean Outs
HasM false
HasZ false
HasAttachments false
Description Sanitary sewer cleanout access points.

Field	DataType	Length	AliasName	Description	Domain	DefaultValue	IsNullable	Precision	Scale
FACILITYNUM	Integer	4	Facility Number	Locally assigned numeric unique identifier		0	true		

				populated by database admin created database trigger					
FACILITYID	String	20	Facility Identifier	Locally assigned alphanumeric unique identifier populated by database admin created database trigger			true		
LEGACYID	String	20	Legacy ID (Unit ID)	Former asset identifier. To be moved to a related table.			true		
ACTIVESTATUS	String	20	Active Status	Identifies whether the asset is in use, not in use or removed from the ground	piActiveStatus	Active	true		
ACTIVEFLAG	SmallInteger	2	Active Flag	Identifies whether the feature is in use/active	BooleanDomain	1	true		
INVCLASS	String	20	Inventory Class	The method used to establish the geographic location of the asset	InventoryClass		true		
COLLECTEDDATE	Date	8	GPS Collected Date	Date the feature was located by a surveyor			true		
OWNEDBY	SmallInteger	2	Owned By	Indicates which organization owns the asset	AssetOwner	1	true		
MAINTBY	SmallInteger	2	Maintained By	Indicates which organization maintains the asset	AssetManager	1	true		
INSTALLDATE	Date	8	Install Date	The date the asset was installed			true		
DEVICETYPE	String	30	Device Type	The type of backflow device reported	piCleanoutTypes	Cleanout	true		
LOCATION	String	200	Location Description	Identifies the meter box location (area_served in Utility Billing database). Value is copied to Cityworks work order Location Details field when attached to a work order.			true		
ADDRESS	String	50	Address	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order (address in			true		

				Utility Billing database)					
PURCHASEDATE	Date	8	Purchase Date	The purchase date of the asset. Used for future asset management analysis.			true		
WARRANTYDATE	Date	8	Warranty Date	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.			true		
ASSETCOST	Double	8	Asset Cost	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.		0	true		
CONDITION	SmallInteger	2	Condition Rating	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	piConditionPACP		true		
CONDITIONDATE	Date	8	Condition Date	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.			true		
SERVICELIFE	SmallInteger	2	Service Life	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.		0	true		
RUL	SmallInteger	2	Remaining Useful Life	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the service life. It will be heavily relied upon for asset		0	true		

				management analysis.					
COF	SmallInteger	2	Consequence of Failure	The consequence of failure. Used in the BRE model as the impact due to asset failure.		0	true		
POF	SmallInteger	2	Probability of Failure	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.		0	true		
BRE	SmallInteger	2	Business Risk Exposure	Business Risk Exposure is a the product of probability of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.		0	true		
LASTINSPECTDATE	Date	8	Last Inspection Date	The date the asset was most recently inspected			true		
LASTMAINTDATE	Date	8	Last Maintenance Date	The date of the most recent maintenance activity			true		
MANUFACTURER	String	50	Manufacturer	The manufacturer or brand of the asset (company_cd in Utility Billing database)			true		
PROJECTNUM	String	32	City Project Number	The City's Project Number under which the asset was installed			true		
FILENUM	String	32	City File Number	The City's File Number			true		
WORKORDERNUM	String	60	City Work Order Number	The work order number for performing work on the asset (Cityworks, Qalert, etc)			true		
SURVEYRPTNUM	String	32	Survey Report Number	The City's Surveyor's Report Number under which the location of an asset or group of assets are			true		

				captured, may be the same as the Service Request or Work Order Number					
ACCESSDIAM	Double	8	Access Diameter	Access diameter for the inlet	piAccessDiameter	0	true		
ACCESSMAT	String	20	Access Material	The material used to construct the access cover	piPipeMaterial		true		
ACCESSTYPE	String	20	Access Type	Method for accessing the opening	piAccessType	Cover	true		
INTDEPTH	Double	8	Interior Depth	Interior Depth		0	true		
XYCONVERTED	String	5	X, Y Converted	X, Y Converted	YesNo		true		
XCOORD	Double	8	X Coordinate	X-Coordinate of the asset (FL State Plane-East)		0	true		
YCOORD	Double	8	Y Coordinate	Y-Coordinate of the asset (FL State Plane-East)		0	true		
ZCOORD	Double	8	Z Coordinate	Z-Coordinate of the asset		0	true		
ANCILLARYROLE	SmallInteger	2	Ancillary Role	Identifies whether the asset participates in a geometric network as either a source or a sink	AncillaryRoleDomain	0	true		
ROTATION	Double	8	Rotation	Map symbol rotation value		0	true		
ENABLED	SmallInteger	2	Enabled Flag	Indicates if the asset is enabled within a geometric network.	EnabledDomain	1	true		
FIELDNOTES	String	255	Field Notes	Comments or notes from field staff, including surveyors, that are relevant to the asset			true		
SIZENOTES	String	10	Size Notes	Size Notes			true		
NOTES	String	200	GIS Notes	GIS entry notes or comments relevant to the asset			true		
created_user	String	255	created_user	created_user			true		
created_date	Date	8	created_date	created_date			true		
last_edited_user	String	255	last_edited_user	last_edited_user			true		
last_edited_date	Date	8	last_edited_date	last_edited_date			true		

ssControlValve - FeatureClass

Name ssControlValve
ShapeType Point
FeatureType Simple
AliasName ss Control Valves
HasM false
HasZ false

HasAttachments false

Description Sanitary sewer network valves that have a flow control mechanism.

Field	Data Type	Length	Alias Name	Description	Domain	DefaultValue	Is Nullable	Precision	Scale
FACILITYNUM	Integer	4	Facility Number	Locally assigned numeric unique identifier populated by database admin created database trigger		0	true		
FACILITYID	String	20	Facility Identifier	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger			true		
LEGACYID	String	20	Legacy ID (Unit ID)	Former asset identifier. To be moved to a related table.			true		
VALVETYPE	String	30	Valve Type	Type of control valve	piControlValveType		true		
DIAMETER	Double	8	Diameter	Identified the size of meter (meter_sz in Utility Billing database)	piPipeDiameter		true		
ACTIVESTATUS	String	20	Active Status	Identifies whether the asset is in use, not in use or removed from the ground	piActiveStatus	Active	true		
ACTIVEFLAG	SmallInteger	2	Active Flag	Identifies whether the feature is in use/active	BooleanDomain	1	true		
INVCLASS	String	20	Inventory Class	The method used to establish the geographic location of the asset	InventoryClass		true		
COLLECTEDDATE	Date	8	GPS Collected Date	Date the feature was located by a surveyor			true		
OWNEDBY	SmallInteger	2	Owned By	Indicates which organization owns the asset	AssetOwner	1	true		
MAINTBY	SmallInteger	2	Maintained By	Indicates which organization maintains the asset	AssetManager	1	true		
INSTALLDATE	Date	8	Install Date	The date the asset was installed			true		
LOCATION	String	200	Location Description	Identifies the meter box location (area_served in Utility Billing database). Value is copied to Cityworks work order Location			true		

				Details field when attached to a work order.					
ADDRESS	String	50	Address	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order (address in Utility Billing database)			true		
PURCHASEDATE	Date	8	Purchase Date	The purchase date of the asset. Used for future asset management analysis.			true		
WARRANTYDATE	Date	8	Warranty Date	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.			true		
ASSETCOST	Double	8	Asset Cost	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.		0	true		
CONDITION	SmallInteger	2	Condition Rating	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	piConditionPAC		true		
CONDITIONDATE	Date	8	Condition Date	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.			true		
SERVICELIFE	SmallInteger	2	Service Life	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and		0	true		

				project funding needs.					
RUL	SmallInteger	2	Remaining Useful Life	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the service life. It will be heavily relied upon for asset management analysis.		0	true		
COF	SmallInteger	2	Consequence of Failure	The consequence of failure. Used in the BRE model as the impact due to asset failure.		0	true		
POF	SmallInteger	2	Probability of Failure	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.		0	true		
BRE	SmallInteger	2	Business Risk Exposure	Business Risk Exposure is a the product of probability of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.		0	true		
LASTINSPECTDATE	Date	8	Last Inspection Date	The date the asset was most recently inspected			true		
LASTMAINTDATE	Date	8	Last Maintenance Date	The date of the most recent maintenance activity			true		
MANUFACTURER	String	50	Manufacturer	The manufacturer or brand of the asset (company_cd in Utility Billing database)			true		
PROJECTNUM	String	32	City Project Number	The City's Project Number under which the asset was installed			true		
FILENUM	String	32	City File Number	The City's File Number			true		

WORKORDERNUM	String	60	City Work Order Number	The work order number for performing work on the asset (Cityworks, Qalert, etc)			true		
SURVEYRPTNUM	String	32	Survey Report Number	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number			true		
XYCONVERTED	String	5	X, Y Converted	X, Y Converted	YesNo		true		
XCOORD	Double	8	X Coordinate	X-Coordinate of the asset (FL State Plane-East)		0	true		
YCOORD	Double	8	Y Coordinate	Y-Coordinate of the asset (FL State Plane-East)		0	true		
ZCOORD	Double	8	Z Coordinate	Z-Coordinate of the asset		0	true		
ANCILLARYROLE	SmallInteger	2	Ancillary Role	Identifies whether the asset participates in a geometric network as either a source or a sink	AncillaryRoleDomain	0	true		
ROTATION	Double	8	Rotation	Map symbol rotation value		0	true		
ENABLED	SmallInteger	2	Enabled Flag	Indicates if the asset is enabled within a geometric network.	EnabledDomain	1	true		
FIELDNOTES	String	255	Field Notes	Comments or notes from field staff, including surveyors, that are relevant to the asset			true		
NOTES	String	200	GIS Notes	GIS entry notes or comments relevant to the asset			true		
created_user	String	255	created_user	created_user			true		
created_date	Date	8	created_date	created_date			true		
last_edited_user	String	255	last_edited_user	last_edited_user			true		
last_edited_date	Date	8	last_edited_date	last_edited_date			true		

ssEmergencyOverflow - FeatureClass

Name ssEmergencyOverflow
ShapeType Point
FeatureType Simple
AliasName ss Emergency Overflows
HasM false

HasZ false**HasAttachments** false**Description** Sanitary sewer emergency overflow locations.

Field	DataType	Length	AliasName	Description	Domain	DefaultValue	IsNullable	Precision	Scale
FACILITYNUM	Integer	4	Facility Number	Locally assigned numeric unique identifier populated by database admin created database trigger		0	true		
FACILITYID	String	20	Facility Identifier	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger			true		
LEGACYID	String	20	Legacy ID (Unit ID)	Former asset identifier. To be moved to a related table.			true		
ACTIVESTATUS	String	20	Active Status	Identifies whether the asset is in use, not in use or removed from the ground	piActiveStatus	Active	true		
ACTIVEFLAG	SmallInteger	2	Active Flag	Identifies whether the feature is in use/active	BooleanDomain	1	true		
INVCLASS	String	20	Inventory Class	The method used to establish the geographic location of the asset	InventoryClass		true		
COLLECTEDDATE	Date	8	GPS Collected Date	Date the feature was located by a surveyor			true		
OWNEDBY	SmallInteger	2	Owned By	Indicates which organization owns the asset	AssetOwner	1	true		
MAINTBY	SmallInteger	2	Maintained By	Indicates which organization maintains the asset	AssetManager	1	true		
INSTALLDATE	Date	8	Install Date	The date the asset was installed			true		
LOCATION	String	200	Location Description	Identifies the meter box location (area_served in Utility Billing database). Value is copied to Cityworks work order Location Details field when attached to a work order.			true		

ADDRESS	String	50	Address	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order (address in Utility Billing database)			true		
PURCHASEDATE	Date	8	Purchase Date	The purchase date of the asset. Used for future asset management analysis.			true		
WARRANTYDATE	Date	8	Warranty Date	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.			true		
ASSETCOST	Double	8	Asset Cost	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.		0	true		
CONDITION	SmallInteger	2	Condition Rating	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.	piConditionPACP		true		
CONDITIONDATE	Date	8	Condition Date	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.			true		
SERVICELIFE	SmallInteger	2	Service Life	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.		0	true		

RUL	SmallInteger	2	Remaining Useful Life	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the service life. It will be heavily relied upon for asset management analysis.		0	true		
COF	SmallInteger	2	Consequence of Failure	The consequence of failure. Used in the BRE model as the impact due to asset failure.		0	true		
POF	SmallInteger	2	Probability of Failure	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.		0	true		
BRE	SmallInteger	2	Business Risk Exposure	Business Risk Exposure is a the product of probability of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.		0	true		
LASTINSPECTDATE	Date	8	Last Inspection Date	The date the asset was most recently inspected			true		
LASTMAINTDATE	Date	8	Last Maintenance Date	The date of the most recent maintenance activity			true		
MANUFACTURER	String	50	Manufacturer	The manufacturer or brand of the asset (company_cd in Utility Billing database)			true		
PROJECTNUM	String	32	City Project Number	The City's Project Number under which the asset was installed			true		
FILENUM	String	32	City File Number	The City's File Number			true		

WORKORDERNUM	String	60	City Work Order Number	The work order number for performing work on the asset (Cityworks, Qalert, etc)			true		
SURVEYRPTNUM	String	32	Survey Report Number	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number			true		
DIAMETER	Double	8	Diameter	Identified the size of meter (meter_sz in Utility Billing database)	piPipeDiameter		true		
DISCHRGTY	String	50	Discharge Type	The type of stormwater discharge	piDischargePointType		true		
AVGDISCH	String	10	Average Discharge	Average Discharge			true		
DISCHID	String	20	Discharge Identifier	Discharge Identifier			true		
PEAKDISCH	String	10	Peak Discharge	Peak Discharge			true		
PERMIT	String	30	Permitted	A flag used to indicate whether the discharge point is permitted	YesNo		true		
PERMITID	String	20	Permit Identifier	Unique permit identifier			true		
XYCONVERTED	String	5	X, Y Converted	X, Y Converted	YesNo		true		
XCOORD	Double	8	X Coordinate	X-Coordinate of the asset (FL State Plane-East)		0	true		
YCOORD	Double	8	Y Coordinate	Y-Coordinate of the asset (FL State Plane-East)		0	true		
ZCOORD	Double	8	Z Coordinate	Z-Coordinate of the asset		0	true		
ANCILLARYROLE	SmallInteger	2	Ancillary Role	Identifies whether the asset participates in a geometric network as either a source or a sink	AncillaryRoleDomain	0	true		
ROTATION	Double	8	Rotation	Map symbol rotation value		0	true		
ENABLED	SmallInteger	2	Enabled Flag	Indicates if the asset is enabled within a geometric network.	EnabledDomain	1	true		
FIELDNOTES	String	255	Field Notes	Comments or notes from field staff, including			true		

				surveyors, that are relevant to the asset					
NOTES	String	200	GIS Notes	GIS entry notes or comments relevant to the asset			true		
created_user	String	255	created_user	created_user			true		
created_date	Date	8	created_date	created_date			true		
last_edited_user	String	255	last_edited_user	last_edited_user			true		
last_edited_date	Date	8	last_edited_date	last_edited_date			true		

ssFitting - FeatureClass

Name ssFitting
ShapeType Point
FeatureType Simple
AliasName ss Fittings
HasM false
HasZ false
HasAttachments false

Description Sanitary sewer network features that connect segments of pipe.

Field	Data Type	Length	AliasName	Description	Domain	DefaultValue	IsNullable	Precision	Scale
FACILITYNUM	Integer	4	Facility Number	Locally assigned numeric unique identifier populated by database admin created database trigger		0	true		
FACILITYID	String	20	Facility Identifier	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger			true		
LEGACYID	String	20	Legacy ID (Unit ID)	Former asset identifier. To be moved to a related table.			true		
FITTINGTYPE	String	50	Fitting Type	The type of fitting	piFittingType		true		
ACTIVESTATUS	String	20	Active Status	Identifies whether the asset is in use, not in use or removed from the ground	piActiveStatus	Active	true		
ACTIVEFLAG	SmallInteger	2	Active Flag	Identifies whether the feature is in use/active	BooleanDomain	1	true		
INVCLASS	String	20	Inventory Class	The method used to establish the geographic location of the asset	InventoryClass		true		
COLLECTEDDATE	Date	8	GPS Collected Date	Date the feature was located by a surveyor			true		

OWNEDBY	SmallInteger	2	Owned By	Indicates which organization owns the asset	AssetOwner	1	true		
MAINTBY	SmallInteger	2	Maintained By	Indicates which organization maintains the asset	AssetManager	1	true		
INSTALLDATE	Date	8	Install Date	The date the asset was installed			true		
LOCATION	String	200	Location Description	Identifies the meter box location (area_served in Utility Billing database). Value is copied to Cityworks work order Location Details field when attached to a work order.			true		
ADDRESS	String	50	Address	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order (address in Utility Billing database)			true		
PURCHASEDATE	Date	8	Purchase Date	The purchase date of the asset. Used for future asset management analysis.			true		
WARRANTYDATE	Date	8	Warranty Date	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.			true		
ASSETCOST	Double	8	Asset Cost	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.		0	true		
CONDITION	SmallInteger	2	Condition Rating	The condition rating of the asset. Used by Cityworks Analytics for condition analysis output. May be calculated within a Cityworks	piConditionPACP		true		

				Inspection and updated from there to GIS.					
CONDITIONDATE	Date	8	Condition Date	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.			true		
SERVICELIFE	SmallInteger	2	Service Life	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.		0	true		
RUL	SmallInteger	2	Remaining Useful Life	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the service life. It will be heavily relied upon for asset management analysis.		0	true		
COF	SmallInteger	2	Consequence of Failure	The consequence of failure. Used in the BRE model as the impact due to asset failure.		0	true		
POF	SmallInteger	2	Probability of Failure	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.		0	true		
BRE	SmallInteger	2	Business Risk Exposure	Business Risk Exposure is a the product of probability of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.		0	true		
LASTINSPECTDATE	Date	8	Last Inspection Date	The date the asset was most recently			true		

				inspected					
LASTMAINTDATE	Date	8	Last Maintenance Date	The date of the most recent maintenance activity			true		
MANUFACTURER	String	50	Manufacturer	The manufacturer or brand of the asset (company_cd in Utility Billing database)			true		
PROJECTNUM	String	32	City Project Number	The City's Project Number under which the asset was installed			true		
FILENUM	String	32	City File Number	The City's File Number			true		
WORKORDERNUM	String	60	City Work Order Number	The work order number for performing work on the asset (Cityworks, Qalert, etc)			true		
SURVEYRPTNUM	String	32	Survey Report Number	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number			true		
XYCONVERTED	String	5	X, Y Converted	X, Y Converted	YesNo		true		
XCOORD	Double	8	X Coordinate	X-Coordinate of the asset (FL State Plane-East)		0	true		
YCOORD	Double	8	Y Coordinate	Y-Coordinate of the asset (FL State Plane-East)		0	true		
ZCOORD	Double	8	Z Coordinate	Z-Coordinate of the asset		0	true		
ANCILLARYROLE	SmallInteger	2	Ancillary Role	Identifies whether the asset participates in a geometric network as either a source or a sink	AncillaryRoleDomain	0	true		
ROTATION	Double	8	Rotation	Map symbol rotation value		0	true		
ENABLED	SmallInteger	2	Enabled Flag	Indicates if the asset is enabled within a geometric network.	EnabledDomain	1	true		
SIZENOTES	String	10	Size Notes	Size Notes			true		
FIELDNOTES	String	255	Field Notes	Comments or notes from field staff, including surveyors, that			true		

				are relevant to the asset					
NOTES	String	200	GIS Notes	GIS entry notes or comments relevant to the asset			true		
created_user	String	255	created_user	created_user			true		
created_date	Date	8	created_date	created_date			true		
last_edited_user	String	255	last_edited_user	last_edited_user			true		
last_edited_date	Date	8	last_edited_date	last_edited_date			true		

ssGravityMain - FeatureClass

Name ssGravityMain
ShapeType Polyline
FeatureType Simple
AliasName ss Gravity Mains
HasM false
HasZ false
HasAttachments false
Description Sanitary gravity sewer conveyance pipes.

Field	Data Type	Length	AliasName	Description	Domain	DefaultValue	IsNullable	Precision	Scale
FACILITYNUM	Integer	4	Facility Number	Locally assigned numeric unique identifier populated by database admin created database trigger		0	true		
FACILITYID	String	20	Facility Identifier	Locally assigned alpha-numeric unique identifier populated by database admin created database trigger			true		
LEGACYID	String	20	Legacy ID (Unit ID)	Former asset identifier. To be moved to a related table.			true		
FROMMH	String	20	From Manhole	The unique identifier of the From Manhole (upstream manhole)			true		
TOMH	String	20	To Manhole	The unique identifier of the To Manhole (downstream manhole)			true		
ACTIVESTATUS	String	20	Active Status	Identifies whether the asset is in use, not in use or removed from the ground	piActiveStatus	Active	true		
ACTIVEFLAG	SmallInteger	2	Active Flag	Identifies whether the feature is in use/active	BooleanDomain	1	true		
INVCLASS	String	20	Inventory Class	The method used to establish the geographic	InventoryClass		true		

				location of the asset					
COLLECTEDDATE	Date	8	GPS Collected Date	Date the feature was located by a surveyor			true		
OWNEDBY	SmallInteger	2	Owned By	Indicates which organization owns the asset	AssetOwner	1	true		
MAINTBY	SmallInteger	2	Maintained By	Indicates which organization maintains the asset	AssetManager	1	true		
INSTALLDATE	Date	8	Install Date	The date the asset was installed			true		
LOCATION	String	200	Location Description	Identifies the meter box location (area_served in Utility Billing database). Value is copied to Cityworks work order Location Details field when attached to a work order.			true		
ADDRESS	String	50	Address	The address or closest address to the asset. Value is copied to Cityworks work order Address field when attached to a work order (address in Utility Billing database)			true		
PURCHASEDATE	Date	8	Purchase Date	The purchase date of the asset. Used for future asset management analysis.			true		
WARRANTYDATE	Date	8	Warranty Date	The date the warranty expires on the asset. If populated and asset is still under warranty, asset record will show up pink on the Cityworks work order.			true		
ASSETCOST	Double	8	Asset Cost	The replacement cost of the asset. If populated, this will be used for asset management analysis and repair/replace decisions.		0	true		
CONDITION	SmallInteger	2	Condition Rating	The condition rating of the asset. Used by Cityworks Analytics for condition	piConditionPACP		true		

				analysis output. May be calculated within a Cityworks Inspection and updated from there to GIS.					
CONDITIONDATE	Date	8	Condition Date	The date of the last condition assessment. Can be updated from Cityworks Inspection to the GIS.			true		
SERVICELIFE	SmallInteger	2	Service Life	The expected number of years an asset is physically capable of continuing to operate. Used to anticipate retirement of assets and project funding needs.		0	true		
RUL	SmallInteger	2	Remaining Useful Life	The Remaining Useful Life of an asset calculated by subtracting the number of years since installation, from the service life. It will be heavily relied upon for asset management analysis.		0	true		
COF	SmallInteger	2	Consequence of Failure	The consequence of failure. Used in the BRE model as the impact due to asset failure.		0	true		
POF	SmallInteger	2	Probability of Failure	Probability of Failure. Used in the BRE model to estimate the likelihood the predicted asset (or service) failure will occur and is adjusted for backup and redundancy of the asset.		0	true		
BRE	SmallInteger	2	Business Risk Exposure	Business Risk Exposure is a the product of probability of failure (POF) and consequence of failure (COF). Values range from 1 (low risk) to 100 (high risk) and is used to prioritize investments.		0	true		

LASTINSPECTDATE	Date	8	Last Inspection Date	The date the asset was most recently inspected			true		
LASTMAINTDATE	Date	8	Last Maintenance Date	The date of the most recent maintenance activity			true		
MANUFACTURER	String	50	Manufacturer	The manufacturer or brand of the asset (company_cd in Utility Billing database)			true		
PROJECTNUM	String	32	City Project Number	The City's Project Number under which the asset was installed			true		
FILENUM	String	32	City File Number	The City's File Number			true		
WORKORDERNUM	String	60	City Work Order Number	The work order number for performing work on the asset (Cityworks, Qalert, etc)			true		
SURVEYRPTNUM	String	32	Survey Report Number	The City's Surveyor's Report Number under which the location of an asset or group of assets are captured, may be the same as the Service Request or Work Order Number			true		
MATERIAL	String	20	Pipe Material	Identifies the construction material of the pipe connection	piPipeMaterial		true		
MAINSHAPE	String	50	Main Shape	The shape of the main	piPipeShape		true		
DIAMETER	Double	8	Diameter	Identified the size of meter (meter_sz in Utility Billing database)	piPipeDiameter		true		
UPELEV	Double	8	Upstream Elevation	The upstream invert elevation of the pipe		0	true		
DOWNELEV	Double	8	Downstream Elevation	The downstream invert elevation of the pipe		0	true		
SLOPE	Double	8	Slope	The slope of the pipe.		0	true		
WATERTYPE	String	30	Water Type	Identifies the type of water in the pipe	ssWaterType		true		
SUMFLOW	Double	8	Flow Summary	The sum of flow		0	true		
LINED	String	3	Lined	Indicates if the manhole is lined	YesNo		true		
LINEDYEAR	String	4	Year Lined	The year the pipe was last lined			true		