

Solicitation 223-11047

Project 11827 - Annual Marine Facilities Improvement Contract 2012-2013



City of Fort Lauderdale

Bid 223-11047

Project 11827 - Annual Marine Facilities Improvement Contract 2012-2013

Bid Number **223-11047**
Bid Title **Project 11827 - Annual Marine Facilities Improvement Contract 2012-2013**

Bid Start Date **Aug 8, 2012 9:11:24 AM EDT**
Bid End Date **Aug 29, 2012 2:00:00 PM EDT**
Question &
Answer End **Aug 20, 2012 5:00:00 PM EDT**
Date

Bid Contact **Jim Hemphill**
 Sr. Procurement Specialist
 Procurement Department
 954-828-5143
 jhemphill@fortlauderdale.gov

Description

INVITATION TO BID

Sealed bids will be received until 2:00 P.M. on WEDNESDAY AUGUST 29, 2012 in the Office of the City Engineer, Public Works Department (Engineering and Architectural Services), City Hall, 100 North Andrews Avenue, 4th Floor, City of Fort Lauderdale, Florida and opened immediately thereafter in the Conference Room, for BID # 223-11047, Project #11827 2012-2013 ANNUAL MARINE FACILITIES IMPROVEMENT CONTRACT.

This project does not include drawing files. See Exhibits for typical details in the Detailed Specifications section.

The work includes repair, replacement and improvement of various marine facilities and structures, not limited to marines, seawalls, and boat ramps.

Although the selection of a contractor will be based on the lowest responsive and responsible bid for the total amount of Proposal bid items, work will be assigned by individual Work Order with total Work Order values based on the unit bid prices contained in the executed contract.

Bidding blanks may be obtained at BIDSINC.COM or hard copies may be picked up at the Office of the City Engineer. Plans and specifications are on file in the Office of the City Engineer, City of Fort Lauderdale at 100 North Andrews Avenue, 4th floor, (Monday thru Friday 8:00 am to 4:30 pm) at a NON-REFUNDABLE cost of \$25.00 (including sales tax per set). Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted. Plans and specifications are also available on a CD diskette at a NON-REFUNDABLE cost of \$5.00 (including sales tax per CD).

It will be the sole responsibility of the bidder to clearly mark the bid as such, and ensure that his bid reaches the City prior to the bid opening date and time listed.

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

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

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation.

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves 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.

Information on bid results and projects currently out to bid can be obtained on the City's website – www.fortlauderdale.gov/engineering/bids.htm. For general inquiries - please call (954) 828-5772.

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

BID # 223-11047

PROJECT NO. 11827

**2012-2013 ANNUAL MARINE
FACILITIES IMPROVEMENT
CONTRACT**



**Public Works Department
Engineering and Architectural Services Bureau
100 North Andrews Avenue
Fort Lauderdale, Florida 33301**

**Raymond Nazaire
Project Engineer**

**JAMES T. HEMPHILL
SENIOR PROCUREMENT SPECIALIST
Telephone: (954) 828-5143 E-mail: jhemphill@fortlauderdale.gov**

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

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Information on bid results and projects currently out to bid can be obtained on the City's website – www.fortlauderdale.gov/engineering/bids.htm. For general inquiries - please call (954) 828-5772.

Jonda K. Joseph
City Clerk

ITB-1

INSTRUCTIONS TO BIDDERS

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

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

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

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

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Engineer such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by overnight mail and fax or email, to all prospective bidders (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. 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. Contractor shall verify that he has all addenda before submitting his 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 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 IN GOOD ORDER AND WITH ALL BLANKS COMPLETED.** The forms must be enclosed in a sealed envelope when submitted to the Office of the City Engineer, Public Works Department (Engineering and Architectural Services), City Hall, 4th Floor, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 and must show the name of the bidder and a statement as to its contents.

INSTRUCTION TO BIDDERS (Continued)

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

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

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

FILLING IN BIDS - All prices must be written in the proposal and also stated in figures, 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.

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 ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

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.

Rev. 11/17/2010

INSTRUCTION TO BIDDERS (Continued)

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/engineering/bids.htm>. The complete protest ordinance may be found on the City's website at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish 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 PLANS AND SPECIFICATIONS - Copies of the specifications, details, contract and bonds are on file in the Office of the City Engineer, City Hall, 4th Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

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

INSTRUCTION TO BIDDERS (Continued)

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 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 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 Office of the City Engineer, 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.

**PROPOSAL
PROJECT 11827
2012-2013 ANNUAL MARINE FACILITIES IMPROVEMENT CONTRACT**

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Fort Lauderdale, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Fort Lauderdale, which are referred to below and made a part hereof, at the following unit prices, to-wit:

REMOVAL AND/OR DEMOLITION

ITEM 1: Remove existing timber and/or concrete piling and dispose off the job site to a Broward County approved location. This item includes the removal of fallen debris and materials from the river's bottom.

Approximately 30

@ \$ _____/EACH

\$ _____

ITEM 2: Demolish deteriorated, existing reinforced concrete seawall, including seawall cap, concrete piling, concrete panels, and the excavation and removal of all debris and materials off the job site to a Broward County approved location. This item includes the removal of fallen debris and materials from the river's bottom.

Approximately 700 Cubic Yards

@ \$ _____/C.Y..

\$ _____

PROPOSAL (Continued)
(Removal and/or Demolition Continued)

PROJECT 11827

ITEM 3: Remove rubble rock seawall including but not limited to removal of concrete cap, any existing toe-wall footing, or any type of existing footer, and any structure attached to it including its support, disposal and removal of all the debris and materials off the job site to a Broward County approved location. This item includes the removal of fallen debris and materials from the river's bottom.

Approximately 700 Cubic Yard

@ \$ _____/C.Y..

\$ _____

ITEM 4: Remove a section of existing concrete cap up to 36" wide and up to 16" thick, or any other dimensions not included in this item, disposal of all the materials off the job site to a Broward County approved disposal location, removal of fallen debris and materials from the river's bottom, including any and all incidentals to complete same.

Approximately 400 Square Feet.

@ \$ _____/S.F.

\$ _____

ITEM 5: Demolish an existing reinforced concrete structure of any length, up to fourteen (14) inches wide and up to sixteen (16) inches thick, including but not limited to, any utility pipe attached to it, or any other attachments, disposal of all the materials off the job site to a Broward County approved disposal location, removal of fallen debris and materials from the river's bottom, including any and all incidentals to complete the work.

Approximately 500 Linear Feet

@ \$ _____/L.F.

\$ _____

PROPOSAL (Continued)
Removal and/or Demolition Continued)

PROJECT 11827

ITEM 6: Remove an existing reinforced concrete structure of any length and width and no more than twenty-four (24) inches thick, including but not limited to, any utility pipe attached to it, or any other attachments, disposal of all the materials off the job site to a Broward County approved disposal location, removal of fallen debris and materials from the river's bottom, and all incidentals to complete it.

Approximately 1000 Square Feet

@ \$ _____/S.F.

\$ _____

TIMBER PILING

ITEM 7: Furnish timber marine pile, fourteen-inch (14") tip diameter, and thirty feet (30') long, inspected and certified at plant.

Approximately 12

@ \$ _____/EACH

\$ _____

ITEM 8: Drive timber marine pile, fourteen-inch (14") tip diameter, thirty-feet (30') long, including but not limited to, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 12

@ \$ _____/EACH

\$ _____

ITEM 9: Furnish timber marine pile, fourteen-inch (14") tip diameter, and forty five feet (45') long, inspected and certified at plant.

Approximately 12

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)
(Timber Piling Continued)

PROJECT 11827

ITEM 10: Drive timber marine pile, fourteen-inch (14") tip diameter, forty-five feet (45') long, including but not limited to, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 12

@ \$ _____/EACH

\$ _____

ITEM 11: Furnish timber marine pile fourteen-inch (14") tip diameter, sixty feet (60') long, inspected and certified at plant.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 12: Drive timber marine pile fourteen-inch (14") tip diameter, sixty-feet (60') long, including but not limited to, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

PRESTRESSED CONCRETE PILING

ITEM 13: Furnish 4-strand twelve inch (12") by twelve-inch (12"), twenty-feet (20') long prestressed concrete pile inspected and certified at plant, according to the details and notes shown in Exhibit 1.

Approximately 20

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)
(Prestressed Concrete Piling Continued)

PROJECT 11827

ITEM 14: Drive twelve inch (12") by twelve-inch (12"), twenty-foot (20') long prestressed concrete **vertical** pile, including but not limited to, reflector strip, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 15: Furnish 4-strand twelve-inch (12") by twelve-inch (12"), twenty-five-feet (25') long prestressed concrete pile inspected and certified at plant, according to the details and notes shown in Exhibit 1.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 16: Drive twelve-inch (12") by twelve-inch (12"), twenty-five feet (25') long prestressed concrete **vertical** pile, including but not limited to, reflector strip, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 17: Drive twelve inch (12") by twelve-inch (12"), twenty-five feet (25') long prestressed concrete **batter** pile, including but not limited to, reflector strip, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)
(Prestressed Concrete Piling Continued)

PROJECT 11827

ITEM 18: Furnish 4-strand twelve-inch (12") by twelve-inch (12"), thirty-feet (30') long prestressed concrete pile inspected and certified at plant, according to the details and notes shown in Exhibit 1.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 19: Drive twelve-inch (12") by twelve-inch (12"), thirty-feet (30') long prestressed concrete **vertical** pile, including but not limited to, reflector strip, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 20: Furnish 8-strand 14" x 14" twenty-feet (20') long prestressed concrete piles inspected and certified at plant, according to the details and notes shown in Exhibit 1.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 21: Drive 8-strand 14" x 14" twenty-feet (20') long prestressed concrete **vertical** piling, including but not limited to, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)
(Prestressed Concrete Piling Continued)

PROJECT 11827

ITEM 22: Furnish 8-strand 14" x 14" twenty-five feet (25') long prestressed concrete piles inspected and certified at plant, according to the details and notes shown in Exhibit 1.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 23: Drive 14" x 14" twenty-five feet (25') long prestressed concrete **vertical** piling, including but not limited to, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 24: Drive 14" x 14" twenty-five feet (25') long prestressed concrete **batter** piling, including but not limited to, any required specialty equipment and means to drive the pile length into the ground as directed by the Engineer, regardless of the existing soil layers, and all incidental to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

CAP ON PILING

ITEM 25: Install new black synthetic rubber cone pile cap on timber piling, According to the details shown in Exhibit 7.

Approximately 20

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)
(Cap on piling Continued)

PROJECT 11827

ITEM 26: Install new white synthetic rubber cap, pyramid in shape, on 12" x 12" concrete pile, as shown in Exhibit 3, including any and all incidentals required to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

PILE WRAP

ITEM 27: Install thirty- (30) mil polyethylene pile wrap, four-feet (4') high, as shown in Exhibit 7.

Approximately 50

@ \$ _____/EACH

\$ _____

REINFORCED CONCRETE SEAWALL PANEL

ITEM 28: Construct new reinforced concrete panels (L x 8-6" wide x 7-½" thick minimum), including sealing joints at the vertical piles by installing grout material behind vertical piles at least 1-foot deep beyond length of panel from dry ground elevation behind the seawall, including but not limited to installation, and incidentals to complete same, and according to the details and notes shown in Exhibit 4.

Approximately 200 Square Feet

@ \$ _____/S.F.

\$ _____

TOE WALL

ITEM 29: Construct a toe-wall footing consisting of five-feet (5') long aluminum sheet piling, topped with 12" of Class "B" concrete seal, including but not limited to, any required specialty equipment and means to drive the specified sheet length into the ground regardless of the existing soil layers, all incidentals to complete same, and according to the details shown in Exhibit 9.

Approximately 700 Linear Feet

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)
(Toe Wall Continued)

PROJECT 11827

ITEM 30: Furnish all materials, labor, and equipment to construct a toe-wall footing consisting of eight-feet (8') long aluminum sheet piling, topped with 12" of Class "B" concrete seal, including but not limited to, any required specialty equipment and means to drive the specified sheet length into the ground regardless of the existing soil layers, all incidentals to complete same, and according to the details shown in Exhibit 9.

Approximately 200 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 31: Furnish all materials, labor, and equipment to construct a toe-wall footing consisting of five-feet (5') long steel sheet piling 3/8" thick, topped with 12" of Class "B" concrete seal, including but not limited to, any required specialty equipment and means to drive the specified sheet length into the ground regardless of the existing soil layers, all incidentals to complete same, and according to the details shown in Exhibit 9.

Approximately 200 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 32: Furnish all materials, labor, and equipment to construct toe-wall footing consisting of eight-feet (8') long steel sheets 3/8" thick, topped with 12" of Class "B" concrete seal, including but not limited to, any required specialty equipment and means to drive the specified sheet length into the ground regardless of the existing soil layers, all incidentals to complete same, and according to the details shown in Exhibit 9.

Approximately 200 Linear Feet

@ \$ _____/L.F.

\$ _____

PROPOSAL (Continued)

PROJECT 11827

SEAWALL CONCRETE CAP

ITEM 33: Furnish all labor, materials, and equipment to construct 24" wide x 6" thick concrete cap, according to the details shown in Exhibit 8.

Approximately 40 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 34: Furnish all labor, materials, and equipment to construct 18" wide x 6" thick concrete cap, according to the details shown in Exhibit 8.

Approximately 40 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 35: Furnish all labor, materials, and equipment to construct a new 18" x 12" reinforced cap according to the dimensions and sections shown in Exhibit 8.

Approximately 10 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 36: Furnish all labor, materials, and equipment to construct a new 30" x 16" reinforced concrete cap, according to the dimensions and sections shown in Exhibit 5.

Approximately 10 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 37: Furnish all labor, materials, and equipment to construct 24" wide x 10" thick concrete cap, according to the details shown in Exhibit 8.

Approximately 20 Linear Feet

@ \$ _____/L.F.

\$ _____

PROPOSAL (Continued)

PROJECT 11827

FENDER SYSTEM

ITEM 38: Furnish all material, labor and equipment to install three-inch (3") by eight-inch (8"), eight-feet (8') long bolted fender system, including one-half inch (1/2") stainless steel HILTI 316 HVA adhesive anchor system, or approved equal, minimum five-inch (5") embedment, and according to the details shown in Exhibit 9.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 39: Furnish all materials, labor and equipment to install three-inch (3") by eight-inch (8") by ten-feet (10') long bolted fender system, including one-half inch (1/2") stainless steel HILTI 316 HVA adhesive anchor system, or approved equal, minimum five-inch (5") embedment, and according to the details shown in Exhibit 9.

Approximately 10

@ \$ _____/EACH

\$ _____

ITEM 40: Furnish all labor, materials and equipment to install a double layer of fender bumper material, manufactured from plasticized PVC with UV inhibitors, on fender boards, including all hardware, and according to the details shown in Exhibit 10.

Approximately 150 Linear Feet

@ \$ _____/L.F.

\$ _____

PROPOSAL (Continued)
(Fender System Continued)

PROJECT 11827

ITEM 41: Furnish all labor, materials and equipment to install four-inch (4") by four-inch (4") by eight-feet (8') long recycled plastic lumber, aluminum channel backed, bolted fender system, including one-half inch (½") stainless steel HILTI 316 HVA adhesive anchor system, or approved equal, and according to details shown in Exhibit 10.

Approximately 5

@ \$ _____/EACH

\$ _____

CLEATS

ITEM 42: Furnish all labor, materials and equipment to install eighteen-inch (18") cleats ductile iron-hot dipped galvanized or approved equal dock cleats, including all hardware, adhesive anchor system, all incidentals to complete same and according to the details, notes shown on Exhibit 7, and detailed specifications.

Approximately 15

@ \$ _____/EACH

\$ _____

ITEM 43: Furnish all labor, materials and equipment to install fifteen-inch (15") cleats ductile iron-hot dipped galvanized or approved equal dock cleats, including all hardware, adhesive anchor system, all incidentals to complete same and according to the details, notes shown on Exhibit 7, and detailed specifications.

Approximately 6

@ \$ _____/EACH

\$ _____

ITEM 44: Reinstall existing cleats, all sizes, using new stainless steel bolts, and stainless steel wedge anchors and/or nuts (as required) in existing or new holes, as directed by the Engineer.

Approximately 6

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)

PROJECT 11827

ALUMINUM LADDER

ITEM 45: Construct and install aluminum ladders according to the dimensions shown in Exhibit 3, including removal of existing ones or part of it, stainless steel hardware, and any incidentals required to complete same.

Approximately 6 Ladders

@ \$ _____/EACH

\$ _____

ITEM 46: Re-set existing aluminum ladders as shown in Exhibit 3, including drilling on concrete to set new anchor bolts, stainless steel hardware, and any incidentals required to complete same.

Approximately 1 Location

@ \$ _____/EACH

\$ _____

RUBBLE ROCK SEAWALL

ITEM 47: Repair existing rubble rock seawalls by filling voids on the wall with rubble rock material of the appropriate size including sealing face of wall with non-shrink cement mortar, coat not less than ¼” thick.

Approximately 300 Square Feet

@ \$ _____/S.F.

\$ _____

ITEM 48: Seal face of existing rubble rock seawalls with non-shrink cement mortar, coat not less than ¼” thick.

Approximately 300 Square Feet

@ \$ _____/S.F.

\$ _____

PROPOSAL (Continued)

PROJECT 11827

CONCRETE REPAIR

ITEM 49: Construct miscellaneous reinforced concrete work as directed by the Engineer.

Approximately 5 Cubic Yards

@ \$ _____/C.Y.

\$ _____

ITEM 50: Repair spalled, broken concrete areas, or both with epoxy mortar, including but not limited to, removal of loose material to sound concrete, preparing surface to receive repair material, form work and installing steel reinforcement and/or wire mesh if necessary and as directed by Engineer, cleaning of river bottom incidentals to complete same, and according to the details shown in Exhibit 2.

Approximately 10 Cubic Feet

@ \$ _____/C.F.

\$ _____

JOINTS

ITEM 51: Remove existing expansion joint seal on concrete cap and install new one, according to the details shown in Exhibit 5.

Approximately 100 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 52: Clean and seal vertical joints in between existing T-piling and concrete panels and in between existing concrete sheet piling, using sealant/epoxy intended for underwater use.

Approximately 100 Linear Feet

@ \$ _____/L.F.

\$ _____

PROPOSAL (Continued)

PROJECT 11827

RESTORATION

ITEM 53: Haul and install one-foot (1') to three-feet (3') average size of riprap rock material in front of existing or newly constructed seawall, and at any required places indicated by the Engineer. Delivery tickets shall verify quantities.

Approximately 40 Tons

@ \$ _____ /TON

\$ _____

ITEM 54: Haul, place, and compact in lifts, clean sandy fill material along the back of newly constructed seawall and at any other required places as directed by the Engineer. Delivery tickets shall verify quantities.

Approximately 100 Cubic Yards

@ \$ _____ /C.Y.

\$ _____

ITEM 55: Haul and place St. Augustine "Floritam" and Bahia Sod along the back of newly constructed seawall and any other places as directed by the Engineer.

A) Bahia Sod

Approximately 200 S.Y.

@ \$ _____ /S.Y.

\$ _____

B) St. Augustine Sod

Approximately 400 S.Y.

@ \$ _____ /S.Y.

\$ _____

ITEM 56: Install a turbidity barrier at any working area, during demolition and construction. No additional compensation or extra payment will be allowed for relocating the turbidity barrier as many times as necessary or indicated by the Engineer to any working area.

Approximately 50 Linear Feet

@ \$ _____ /L.F.

\$ _____

PROPOSAL (Continued)

PROJECT 11827

TURBIDITY BARRIER

WATER WAYS WORK

ITEM 57: Furnish all labor, material, fully equipped diver (no boat) to perform diving inspection at several locations as directed by the engineer. Mobilization to and demobilization from the job site are included. Inspection time shall start after diving equipment is operational landside and diver enters the water as agreed by the City inspector. Inspection time shall end as soon as the diver exits the water as agreed by the City inspector. Under this scope of work, contractor shall inspect condition of existing toe walls, seawall, vertical joints separation, scouring under concrete panel, scouring at concrete panels joints, boat ramps including and not limited to other inspections directed by the engineer.

Approximately 30 Hours

@ \$ _____/HOUR

\$ _____

ITEM 58: Furnish all labor, material, fully equipped diver including boat or barge to perform inspection at several locations as directed by the engineer. Mobilization to and demobilization from the job site are included. Inspection time shall start after diving equipment is operational and diver enters the water as agreed by the City inspector. Inspection time shall end as soon as the diver exits the water as agreed by the City inspector. Under this scope of work, contractor shall inspect existing toe walls, seawall condition, scouring under concrete panel, scouring at concrete panels joints, boat ramps, and detailed inspection of whole intracoastal mooring buoy assemblies, including and not limited to other inspections directed by the engineer.

Approximately 30

@ \$ _____/HOUR

\$ _____

PROPOSAL (Continued)

PROJECT 11827

BUOYS

ITEM 59: Perform semi-annual inspection tasks on all 10 mooring buoys assembly including the delivery of a video and written report of inspection. See Detailed Specifications "Maintenance of Mooring Buoy System."

Approximately 5

@ \$ _____ /DIVE

\$ _____

The Contractor shall prepare and submit a semi-annual maintenance report after completing the semi-annual inspection and maintenance tasks. The report shall list each buoy, inspection dates, condition of buoy, and a description of type of repairs and replacements made. The report will be delivered to the Engineer in both written form and electronically on a CD or floppy disc utilizing Microsoft, Excel, Access or equivalent software.

The Contractor shall also provide an annual report giving dates, condition of ocean substrate, replacement dates and repairs of all items including qualities of materials used during the year.

The report shall be delivered to the Engineer in hard copy and electronically on a floppy disc or CD in Microsoft, Excel, Word or equivalent spreadsheet format.

ITEM 60: Replace the eight (8) components of mooring buoy system. This item includes all labor, materials and equipment to replace components if and when necessary.

- A) Anchor eyebolt (pin)
4 each \$ _____ /Eyebolt \$ _____
- B) Stainless steel Shackles
4 each \$ _____ /SS Shackle \$ _____
- C) Mooring buoy down line
4 each \$ _____ /Down Line \$ _____
- D) Subs-surface buoy
4 each \$ _____ /Buoy \$ _____
- E) Mooring buoy thruline
4 each \$ _____ /Thruline \$ _____
- F) Buoy pick-up line
4 each \$ _____ /Pick-up Line \$ _____
- G) Mooring buoy
4 each \$ _____ /Buoy \$ _____
- H) Stainless steel swivel
4 each \$ _____ /SS Swivel \$ _____

TOTAL- A Thru H: \$ _____

PROPOSAL (Continued)

PROJECT 11827

MISCELLANEOUS WORK

ITEM 61: Install two (2) rows of 4-3/8" x 4-3/8" ceramic tile as shown in Exhibit 6, including any and all incidentals to complete same.

Approximately 100 Square Feet

@ \$ _____/S.F.

\$ _____

ITEM 62: Install a 12" x 12" precast concrete logo according to the details shown in Exhibit 6, including any and all incidentals to complete same.

Approximately 6

@ \$ _____/EACH

\$ _____

ITEM 63: Install brick pavers at miscellaneous locations as outlined in the Detailed Specifications, including any and all incidentals to complete same.

Approximately 1000 Square Feet

@ \$ _____/S.F.

\$ _____

ITEM 64: Reset existing brick pavers at miscellaneous locations as outlined in the Detailed Specifications, including any and all incidentals to complete same.

Approximately 1000 Square Feet

@ \$ _____/S.F.

\$ _____

PROPOSAL (Continued)
(Miscellaneous Work Continued)

PROJECT 11827

ITEM 65: Furnish all labor, materials, and equipment to remove existing and install new conduit for plumbing, electrical, and fire services utilities:

- A) 1" Plumbing
50 LF \$ _____ /LF \$ _____
- B) 1 ½" Plumbing
50 LF \$ _____ /LF \$ _____
- C) 2" Plumbing
50 LF \$ _____ /LF \$ _____
- D) 1" Electrical
50 LF \$ _____ /LF \$ _____
- E) 1 ½" Electrical
50 LF \$ _____ /LF \$ _____
- F) 2" Electrical
50 LF \$ _____ /LF \$ _____
- G) 2 ½" Fire Service
50 LF \$ _____ /LF \$ _____

TOTAL - A Thru G: \$ _____

ITEM 66: Construct 12" x 12" x 5' reinforced concrete post as directed by the Engineer, including removal of existing post, disposal off the job site, form work, and all incidentals to complete same, as according to the details shown on Exhibit 10.

Approximately 10

@ \$ _____ /EACH \$ _____

ITEM 67: Install new 3" x 10" x 10' wooden stringers as directed by the Engineer, including but not limited to removal of existing ones, disposal off the job site, ¾" diameter stainless steel bolts, washers and nuts, and all incidentals to complete same.

Approximately 10

@ \$ _____ /EACH \$ _____

PROPOSAL (Continued)
(Miscellaneous Work Continued)

PROJECT 11827

ITEM 68: Install new 3" x 6" x 4' wooden deck planks as directed by the Engineer, including but not limited to removal of existing ones, disposal off the job site, 5/16" x 6" stainless steel lag bolts plus washer, to tie down decking to main beams, and all incidentals to complete same.

Approximately 10

@ \$ _____/EACH

\$ _____

ITEM 69: install 3" x 6" x 8' wood decking as directed by the Engineer, including but not limited to removal of existing ones, disposable off the jobsite, 5/16" x 6" stainless steel lag bolts plus washer, to tie planks to main beams, and all incidentals to complete same.

Approximately 10

@ \$ _____/EACH

\$ _____

ITEM 70: Replace damaged white-plastic trash cans as directed by the Engineer, including removal of damaged ones, disposal off job site, hardware to anchor to concrete, and all incidentals to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

ITEM 71: Replace damaged black-metal trash cans as directed by the Engineer, including removal of damaged ones, disposal off job site, stainless steel hardware to anchor to concrete, and all incidentals to complete same.

Approximately 20

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)
(Miscellaneous Work Continued)

PROJECT 11827

ITEM 72: Furnish all materials, labor and equipment necessary to construct **Polyethylene pipe**, smooth interior storm drain, including but not limited to unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, laying, connecting to existing catch basins, core drilling, and filter fabric, backfilling, compacting, restoration, including adjustments of valves, rims, covers and grading, and all other necessary appurtenances, as shown on project detail sheet.

OPEN CUT (TRENCHED) PIPE:

- a) 12 – 15 inches @ \$_____/L.F. (approx 10') \$_____
- b) 18 inches @ \$_____/L.F. (approx 10') \$_____
- c) Elliptical Pipes
12 inches high x 18 inches wide
@ \$_____/L.F. (approx 10') \$_____

ITEM 73: Furnish all materials, labor and equipment to construct and install **aluminum manatee grate, per FDOT Index #230**, with all fittings; including excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances, including sod.

- a) 12-inch @ \$_____/EACH
 - b) 15-inch @ \$_____/EACH
 - c) 18-inch @ \$_____/EACH
 - d) 24-inch @ \$_____/EACH
- \$_____

ITEM 74: Furnish all materials, labor and equipment to core drill existing seawalls to install outfall drainage pipes of various sites including excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances, including sod.

- a) 12-inch outfall pipe core drill @ \$_____/EACH
- b) 15-inch outfall pipe core drill @ \$_____/EACH
- c) 18-inch outfall pipe core drill @ \$_____/EACH
- d) 24-inch outfall pipe core drill @ \$_____/EACH

GRAND TOTAL: \$ _____
(Items 1 – 74) (FIGURES)

(TOTAL WRITTEN DOLLAR AMOUNT)

PROPOSAL (Continued)**PROJECT 11827**

The City of Fort Lauderdale reserves the right to waive any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the above contract items. The selected contractor will receive work orders during the effective term of the contract and prior to the contract's expiration date. The selected contractor will receive specifications for each work order to obtain, review and approve a detailed cost estimate based on executed contract with unit prices. The Project Manager will send a Notice to Proceed to the contractor after obtaining City Manager's office OR City Commission approval as applicable for each work order.

At time of award of contract, the City reserves the right to set a minimum 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.

PROPOSAL (Continued)

PROJECT 11827

The work described below includes all the necessary excavations, fill and removal of materials attendant upon the construction of the work complete in place, and the disposal of all excess material and the final cleaning up of the work.

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). IF A CORPORATION, state the name of the President, Secretary and Resident Agent. IF A PARTNERSHIP, state the names of all partners. IF A TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State. PLEASE PRINT OR TYPE.

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

_____	(Name)	_____	(Title)
_____	(Name)	_____	(Title)
_____	(Name)	_____	(Title)

(Attach additional sheets, if necessary).

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Office of the City Engineer, Public Works Department (Engineering and Architectural Services), to update their records should he be awarded the work described below.

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.

The undersigned bidder has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

Rev. 8/14/2008

PROPOSAL (Continued)

PROJECT 11827

The undersigned bidder proposes to begin work within the time specified in the General Conditions Section of the Contract after notice has been given by the City Engineer and to complete the work within **one year** from the date of such notice.

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Bid.

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

DATE: _____

FOR: _____

(Witness – Print or type name)

BY: _____
(Signature)

Seal:

(Witness – Print or type name)

TITLE: President Vice-President

PROPOSAL (Continued)

PROJECT 11827

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: _____

President _____

Business Address: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

What was the last project of this nature which you completed?

The following are named as three corporations and representatives of those corporations for which you have performed work and which the City may contact as your references (include addresses and telephone numbers):

How many years has your organization been in business? _____

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is: _____

Certificate of Competency Number of Qualifying Agent: _____

Effective Date: _____ Expiration Date: _____

Licensed in: _____ Engineering Contractor's License # _____
(County/State)

Expiration Date: _____

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request. A Broward County Engineering Contractor's License and/or the appropriate license issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

4. What equipment will you purchase for the proposed work?

5. What equipment will you rent for the proposed work?

PROPOSAL (Continued)

PROJECT 11827

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____

Total: \$ _____

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: _____ (SIGNATURE)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ who, after first being duly sworn by me,
(Name of Individual Signing)

affixed his/her signature in the space provided above on this _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
(ENGINEERING AND ARCHITECTURAL SERVICES)

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

PRIME CONTRACTOR IDENTIFICATION FORM

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

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Name of Person Completing Form: _____

Title: _____

Signature: _____

Date: _____

City Project Number: _____

City Project Description: _____

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

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

MBE/WBE CONTRACTOR INFORMATION

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

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

CONTRACTOR CHECKLIST

- List Previous City Contracts

- Number of Employees in your firm
 - Percent (%) Women
 - Percent (%) Minorities
 - Job Classifications of Women and Minorities

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

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

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

- Anticipated amount to be subcontracted on this project.

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

NON-COLLUSION STATEMENT:

PROJECT 11827

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and _____, (Contractor), (parties);

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

WHEREAS, the Contractor has expresses 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 design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.7 Change Order - A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract time issued on or after the Effective Date of the Agreement.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representative, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents that are required to be submitted under the Agreement, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 1.10 Contract Price – The moneys payable by the Contractor under the Contract Documents as stated in the Agreement.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the work “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 date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the Parties to sign and deliver.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment

defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6). Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.

- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

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

**2012-2013 Annual Marine Facilities Improvement Contract
PROJECT 11827**

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

PROJECT DESCRIPTION

- This project is put together to repair /replace any failing seawalls along the New River and all adjacent waterways.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as _____ whose address is _____. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement (Plans (sheets [] to [] inclusive)).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans
- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No. _____, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. _____ date _____.

4.13 Schedule of Completion and Schedule of Values.

4.14 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.

There are not Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms 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. Specific direction from the City Manager (or designee)
- b. This Agreement dated _____ and any attachments.
- c. Invitation to Bid No. _____ and the specifications prepared by the City.
- d. Contractor's response to the City's Invitation to Bid No. _____ date _____.
- e. Schedule of Values.
- f. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within one year calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within a year after the date when the Contract Time commences to run as provide 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 with a year after the date when the Contract Time commences to run as provide 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, in the lump sum amount of
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- 6.2 The parties expressly agree that the Contract Price is line item lump sum and/or unit prices, in accordance with those items in the Bid, which are subject to unit prices.
- 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 PROCEDURES

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract

Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings. Including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program.

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

8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

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

- 8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.
- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.
- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinance, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures 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.

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

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

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

- 8.16.1 Flow of material and equipment from suppliers.
8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

8.17 Project Record Documents and As-Builts (Record Drawings): The Contractor shall keep one record copy of all specifications, plans addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager for examination and shall be delivered to the Project Manager upon completion of the Work. Upon completion of the project and prior to final payment, an as-built (record drawings) of the Project shall be submitted to the Project Manager. The as-built drawings shall be signed and sealed by a Florida Registered Professional Surveyor and Mapper, Engineer, Architect or Landscape Architect depending on the type drawing.

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 prosecution 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.

- 8.19 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.
- 8.20 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. As such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

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

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

storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, responses 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.

- 8.21 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.
- 8.22 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

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

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surreys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all

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

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

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

10.3 Insurance

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

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

10.3.3 Commercial General Liability

- A. Limits of Liability:

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

10.3.4 Business Automobile Liability

- A. Limits of Liability:
 Bodily Injury and Property Damage - Combined Single Limit
 All Autos used in completing the contract
 Including Hired, Borrowed or Non-Owned Autos
 Any One Accident \$1,000,000
- B. Endorsements Required:
 Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
 Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

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

- 10.3.6 Umbrella / Excess Liability: The Contractor shall provide umbrella / excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

10.3.7 Inland Marine Liability

CRANE/ON-HOOK

The Contractor will need to provide documentation of his Crane/On-Hook coverage in the amount of \$1,000,000, if any cranes are used during the course of the project. Additionally, the Contractor will need to provide documentation of his subcontractors Crane/On-Hook coverage in the amount of \$1,000,000 if any of his subcontractors utilize any cranes during the course of this project.

MARITIME INSURANCE

The Contractor is required to carry both Hull and P & I coverage in the amount of \$1,000,000 limit.

- 10.3.8 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

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

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its

subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: The Contractor shall give the Project Manager timely (minimum of thirty six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.

11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.

11.2.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the City or by a professional testing firm designated by the City. The City will pay for sampling and testing if the test results are passing. The Contractor will reimburse the City for sampling, testing, and retesting costs associated with failing tests.

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

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

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found

that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefor as provided in Articles 14 and 15.

- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance

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

ARTICLE 12 – INDEMNIFICATION

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

contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

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

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

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

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.2:
- 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.
- 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%).
- 14.3.1.2 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.
- 14.3.1.3 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.
- 14.3.1.4 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: Extra work up to and not exceeding \$10,000 is approved by the City Manager and a written Change Order proposal must be submitted to the Engineer for submittal to the City Manager. Extra work exceeding \$10,000 in cost must be approved by the City Commission and a written Change Order proposal must be submitted to the Engineer for submittal to the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

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

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

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the CITY's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

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 **Two Hundred Fifty Dollars (\$250.00)** 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 May Terminate Work:** The City retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the City may also terminate this

Agreement upon 15 days notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

17.2.2 If the Contractor makes a general assignment for the benefit of creditors.

17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

17.2.4 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

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

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

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

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

17.3 Further, the Contractor may be excluded from the Work site and the City take possession of the Work and of all 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.

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.

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

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

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

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

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

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

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executor 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 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

17.6 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 – NOTICES

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

To the City:

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

with copy to the Project Manager

To the Contractor:

ARTICLE 19 – LIMITATION OF LIABILITY

- 19.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000 which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 19.2 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 20 – GOVERNING LAW

- 20.1 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.

ARTICLE 21 – MISCELLANEOUS

- 21.1 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.

- 21.2 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.
- 21.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 21.4 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.
- 21.5 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.
- 21.6 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

CONTRACTOR:

WITNESSES:

(Company name here)

(Signature)

(Witness print/type name)

(Signature)

(Witness print/type name)

(Corporate Seal)

By: _____
(Signature)

(Print Name and Title)

Attest:

By: _____
(Signature)

(Print/type name)

CITY:

WITNESSES:

City of Fort Lauderdale, a municipal
corporation of the State of Florida

(Signature)

(Witness print/type name)

(Signature)

(Witness print/type name)

(Corporate Seal)

By: _____
JOHN P. "JACK" SEILER, Mayor

By: _____
LEE R. FELDMAN, City Manager

ATTEST:

By: _____
JONDA K. JOSEPH, City Clerk

APPROVED AS TO FORM:

By: _____
CARRIE L. SARVER
Assistant City Attorney

ACKNOWLEDGEMENT OF CONTRACTOR

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, as _____ and _____, respectively, of _____, a _____ corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

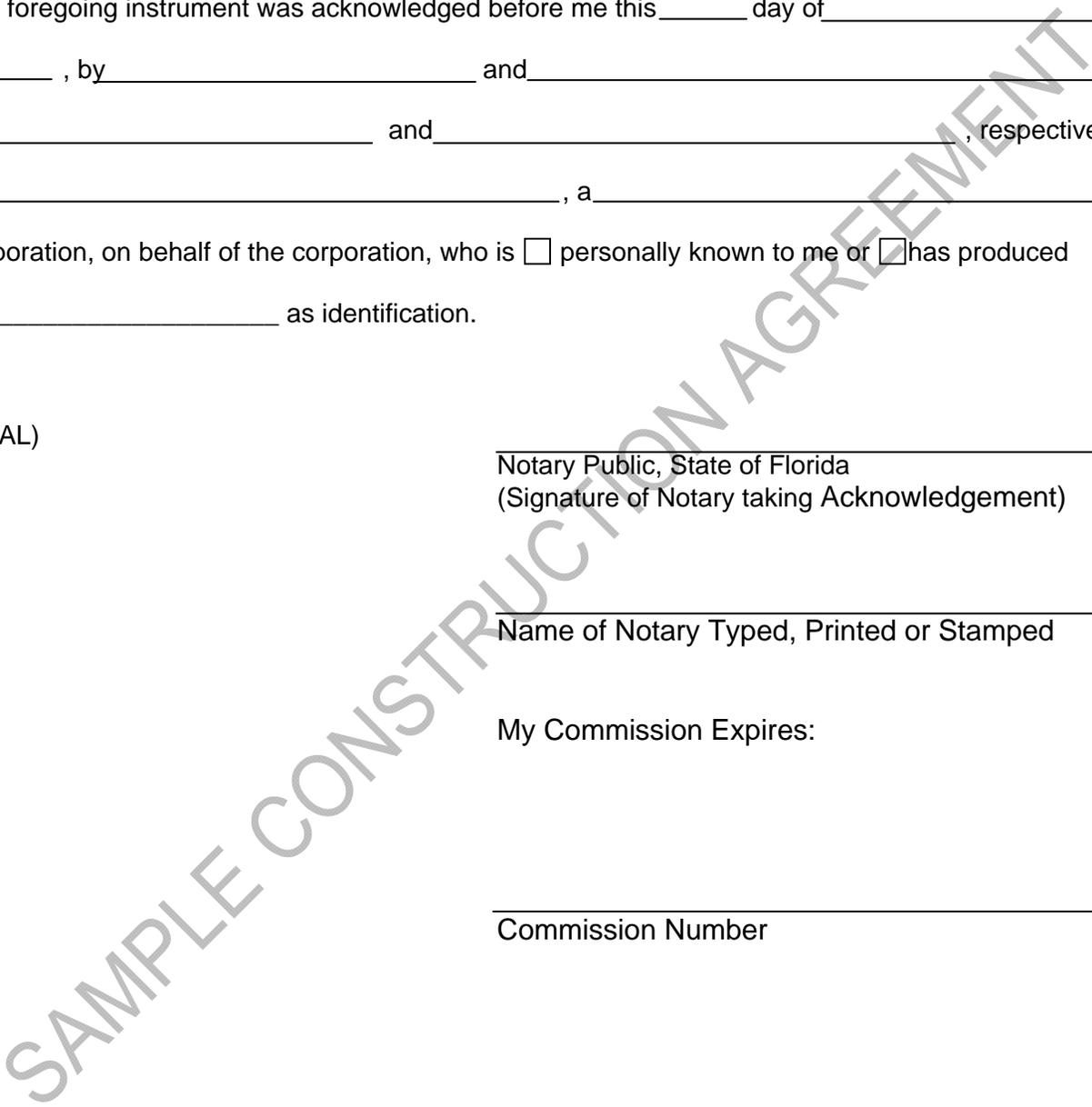
(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



GENERAL CONDITIONS

Unless otherwise modified in the projects special conditions, the following General Conditions shall be part of the Contract:

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

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

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

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

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

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

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

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

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

"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.

"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 City Engineer.

"Subcontractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

GC - 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

The Contractor, on its own, has made or caused to be made examinations, investigations, tests and studies of reports and related data in addition to those referred above, as Contractor deemed necessary to perform the Work at the Bid price set by the Contractor, within the contract time and in accordance with the other terms and conditions of the Contract Documents and the Bid made by the Contractor; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor to assure that the Work can be done at the Bid price set by the Contractor.

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the Contract Documents and finds and has further determined that no conditions exist that would in any manner affect the Bid price and that the project can be completed for the Bid price submitted..

Any failure by the Contractor to acquaint itself with all the provided information and information obtained by visiting the project Site will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual City provided reports, the Contractor shall notify the City and the Contract amount may be adjusted depending on the conditions, at the approval of the City.

GC - 03 - SUBSTITUTIONS - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Bidder making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead, in addition to the "Contractor's Request for Substitution" form provided by the City Engineer. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall reach the City Engineer no less than ten (10) Working Days prior to the date set for opening of Bids; and
2. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The City Engineer will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
3. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
4. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
5. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution; and
6. Provide the "Contractor's Request for Substitution" form, completely executed. Failure to provide all pertinent data will result in immediate rejection of such a request.

If a proposed substitution is approved by the City Engineer, an Addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of Bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC - 04 - CONTROL OF THE WORK - The City Engineer shall have full control and direction of the Work in all respects. The City Engineer 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 City Engineer may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the City Engineer 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 City Engineer, 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 City Engineer, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

The Contractor shall keep the City Engineer informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary

measurements made for records and for payment with the minimum of inconvenience to the City Engineer or of delay to the Contractor. The Contractor shall submit to the City Engineer or Inspector on the job a written request outlining the streets, etc., for which the Contractor desires lines and grades. It is the intention not to delay the Work for the giving of lines and grades, but when necessary, work operations shall be suspended for such reasonable time as the City Engineer may require for this purpose.

GC - 05 - SUBCONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the City Engineer. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the City Engineer, a list of all Subcontractors. No Work shall be done by any Subcontractor until such Subcontractor has been officially approved by the City Engineer. A subcontractor not appearing on the original list will not be approved without written request submitted to the City Engineer and approved by the City Engineer. In all cases, the Contractor shall give his personal attention to the Work of the Subcontractors and the Subcontractor is liable to be discharged by the Contractor, at the direction of the City Engineer, for neglect of duty, incompetence or misconduct.

Acceptance of any Subcontractor, other person, or organization by the City Engineer shall not constitute a waiver of any right of City Engineer to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any Subcontractor or other person, or organization, except as may otherwise be required by law.

GC - 06 - QUANTITIES - It is mutually agreed that the proposal shows the approximate amounts only along with the Plans and the general location. It is also mutually agreed that no change will be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the City Engineer 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.

GC-07 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 08 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; he shall place sufficient warning lights at or near the Work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Where lifting operations involving the use of specialized cranes are required as part of construction, Contractor must make undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the jib operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.

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

GC - 10 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the City Engineer, and shall notify the City Engineer of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense.

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

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

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

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

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

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

GC - 15 - JOB DESCRIPTION SIGNS - Contractor 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, six feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

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

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

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

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

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

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

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

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

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

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

GC - 21 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the Engineering Department, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The City Engineer shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

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

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

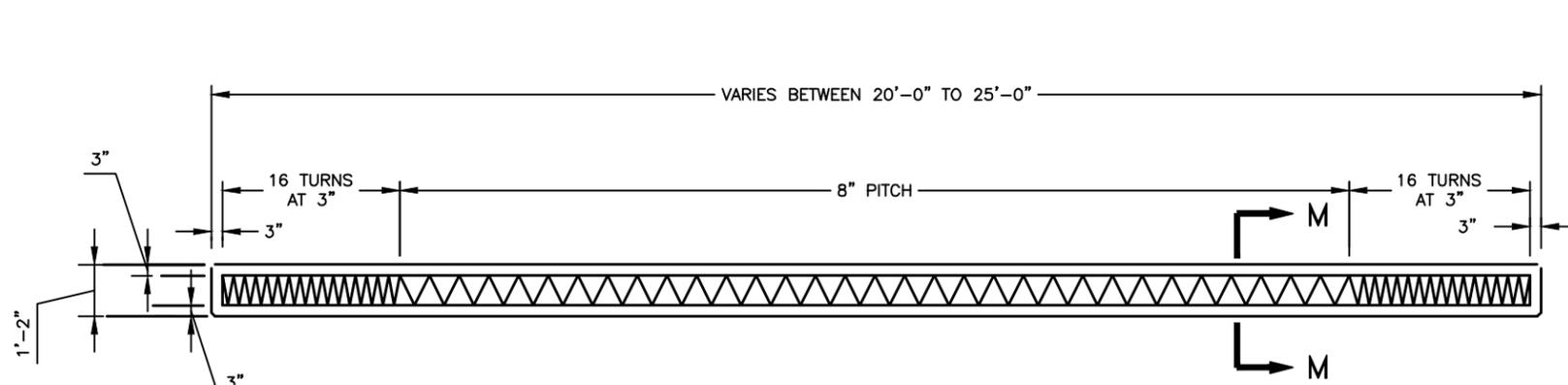
The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Contractors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

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

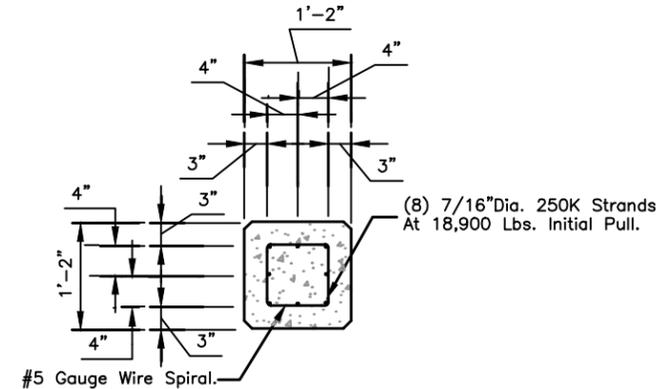
The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

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

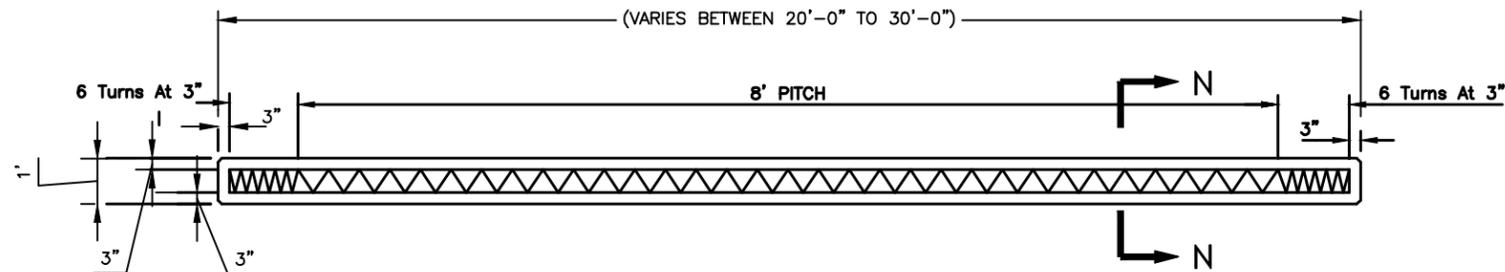
DETAILED SPECIFICATIONS



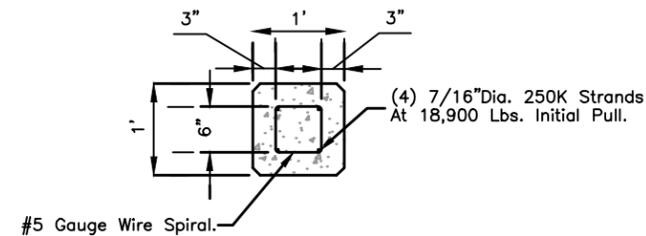
8 STRAND BATTER & VERTICAL PILE
 Typical Elevation Of Pile With Spirals
 (N.T.S.)



SECTION M-M
 (Not To Scale)



4 STRAND VERTICAL PILE
 Typical Elevation Of Pile With Spirals
 (N.T.S.)



SECTION N-N
 (Not To Scale)

P I L E N O T E S

MATERIALS.

A. CONCRETE

1. Minimum 28 Days Strength Shall Be 5,000 P.S.I.
2. Minimum Strength At Time Of Release Shall Be 3,000 P.S.I.

B. PRESTRESSING STRAND.

1. Strand Shall Be Uncoated, Bright Seven Wire, Stress Relieved, Meeting A.S.T.M. A-416.

C. SPIRAL

1. Spiral Shall Be Formed From Cold Drawn Bright Basic Wire Meeting A.S.T.M. A-82.

HANDLING AND DRIVING

- A. Driving Shall Not Be Permitted Until Concrete Has Attained A Minimum Strength Of 5,000 P.S.I. Or Until 3 Days With Type III Cement Or 7 Days With Type I Cement After Casting , Whichever Is Later.
- B. Piles Shall Be Handled, Supported, And Stored In Such A Manner As To Avoid Excessive Bending Stress That Can Cause Cracking.
- C. Piles Shall Be Protected With An Approved Cushion And Cap While Being Driven To Prevent Spalling Or Other Injurious Results.
- D. Lifting Hooks Shall Be Cut Off At Least 1/2 Inch Under The Surface And Openings Filled With An Epoxy-Coating Flush With The Concrete Surface.



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PRESTRESSED CONCRETE PILES

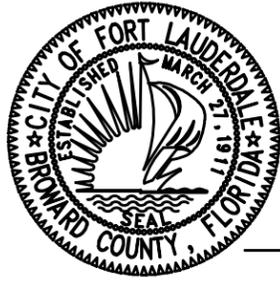
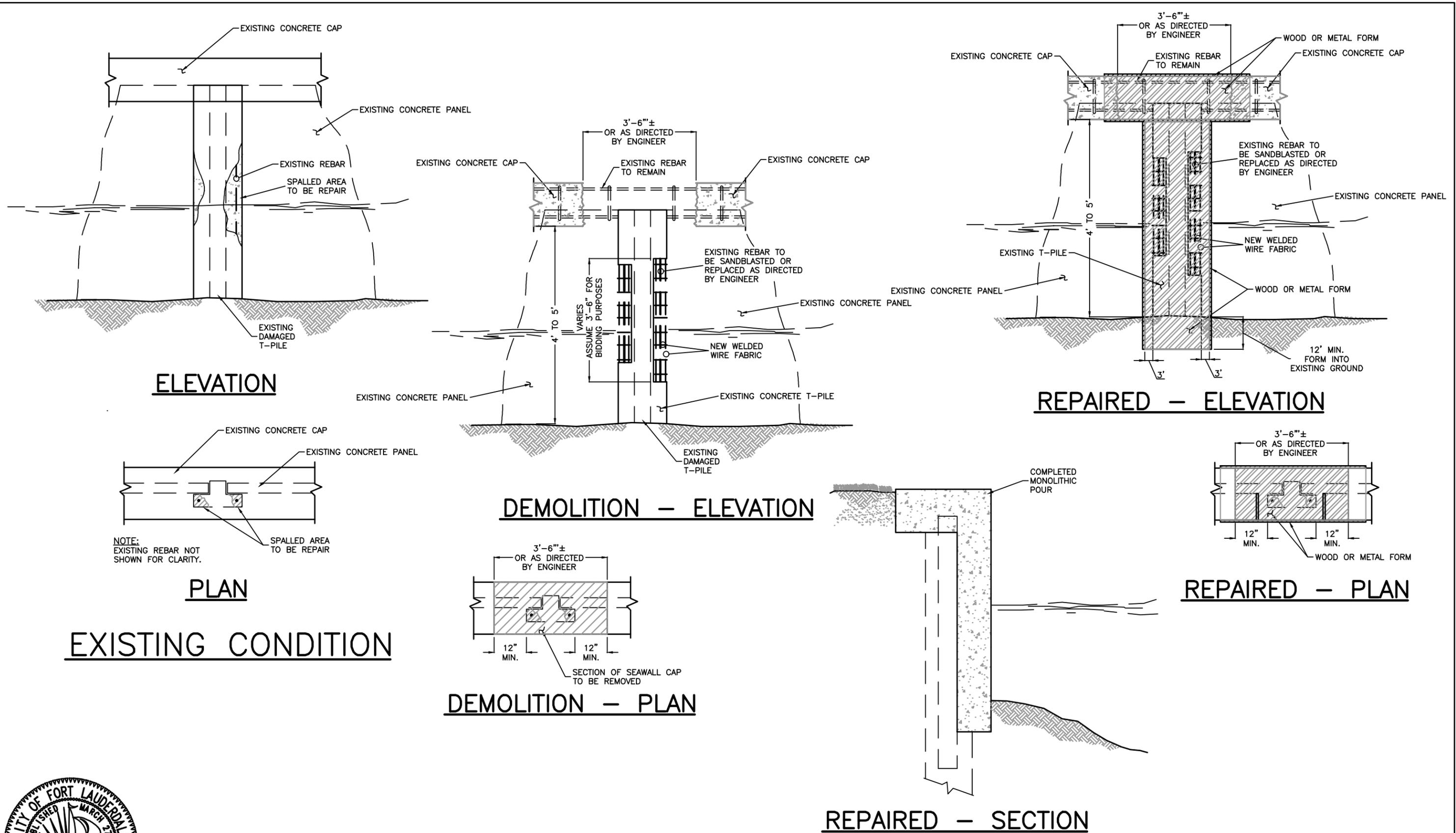
DRAWN BY: AWH

CKED BY: AKR

DATE: 7/2012

EXHIBIT- 1

ANNUAL MARINE FACILITIES, MOORING BUOY, SEAWALL, AND VESSEL EXCLUSION BUOY MAINTENCE CONTRACT



P-11827

DRAWN BY: AWH

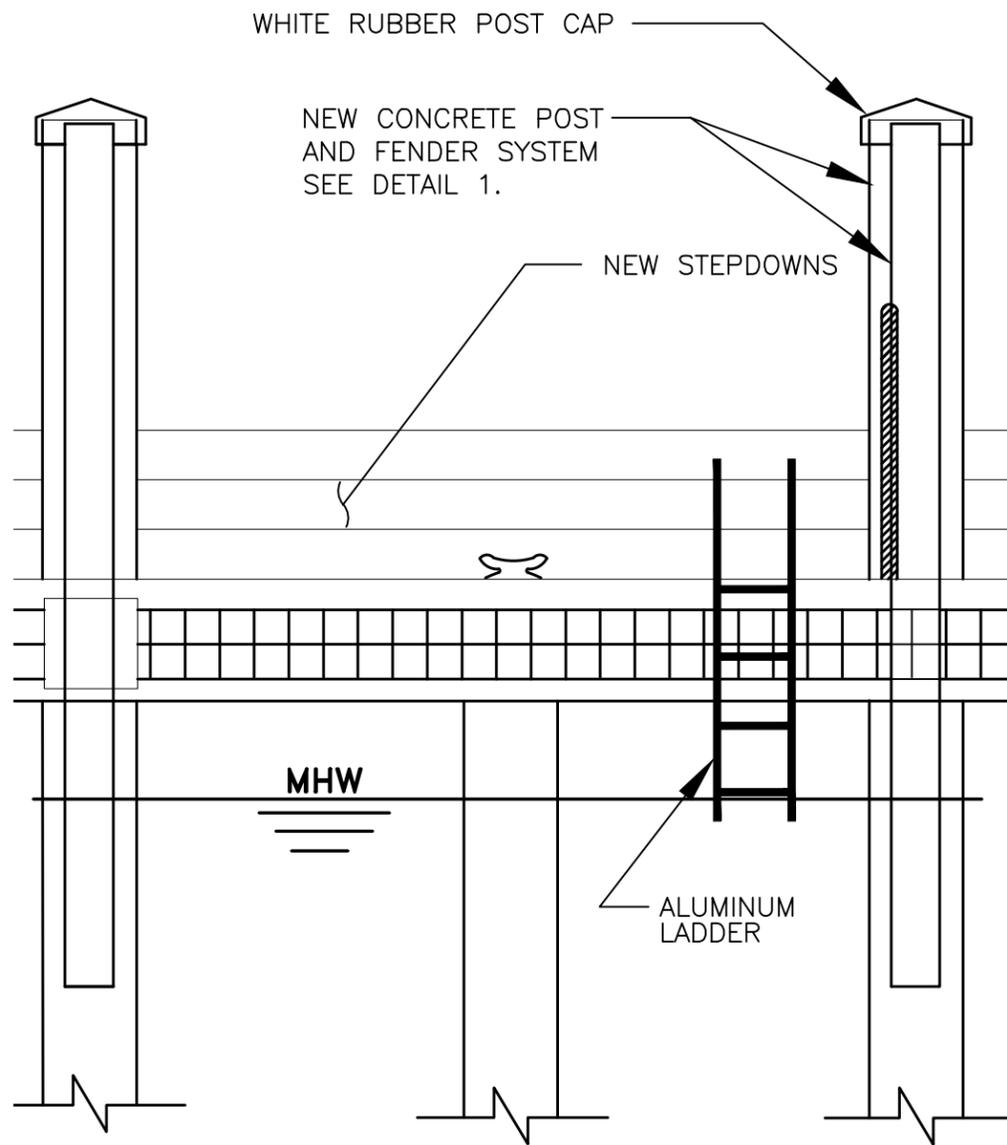
CKED BY: AKR

DATE: 7/2012

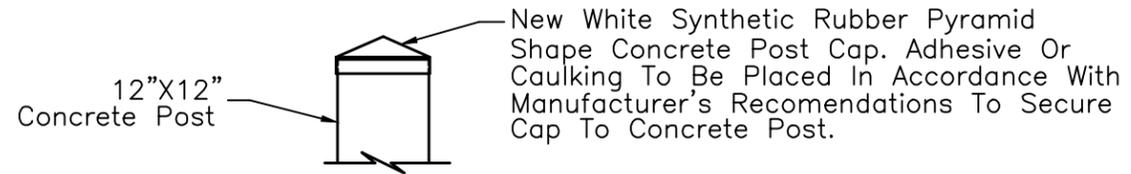
EXHIBIT-2

ANNUAL MARINE FACILITIES, MOORING BUOYS, SEAWALL, AND VESSEL EXCLUSION BUOY MAINTENANCE CONTRACT

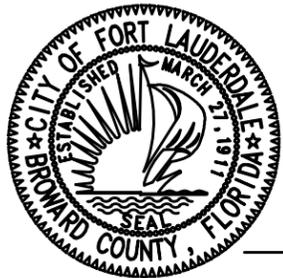
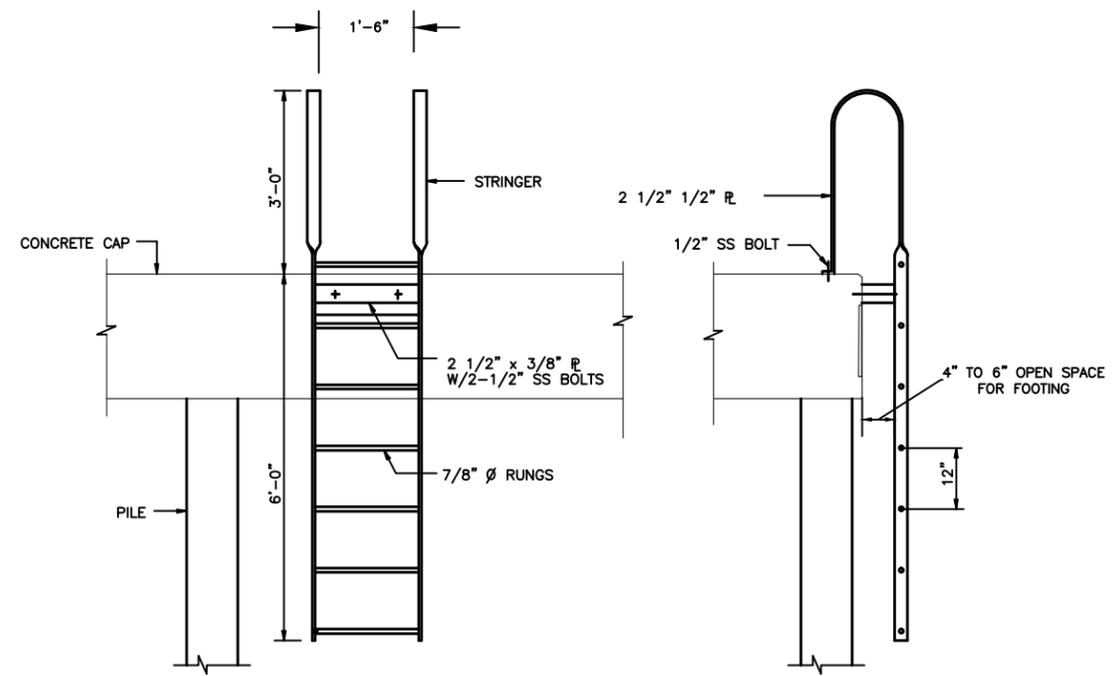
T-PILE AND SPALL REPAIR DETAIL



ALUMINUM LADDER DETAILS
N.T.S.



SYNTHETIC RUBBER PYRAMID CAP
N.T.S.



P-11827

DRAWN BY: AWH

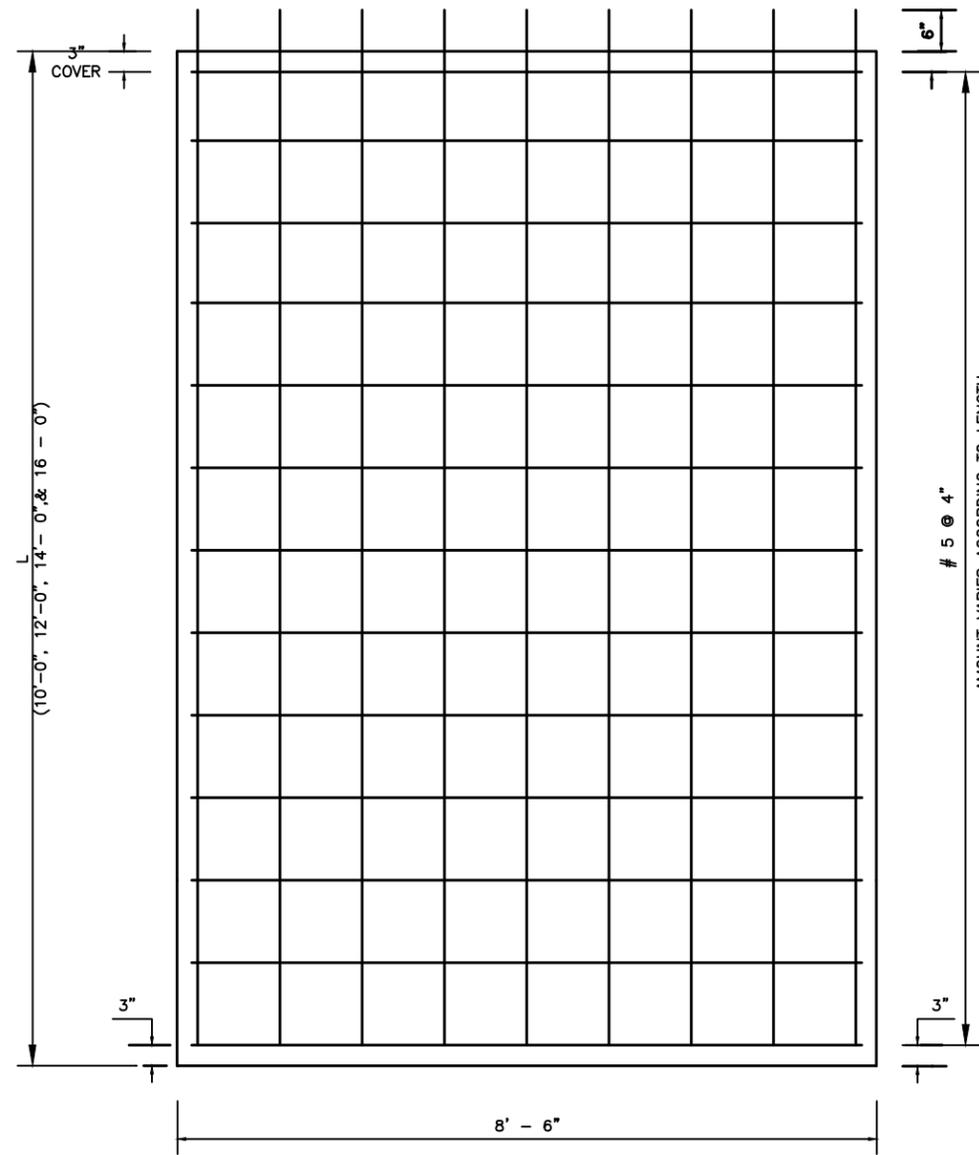
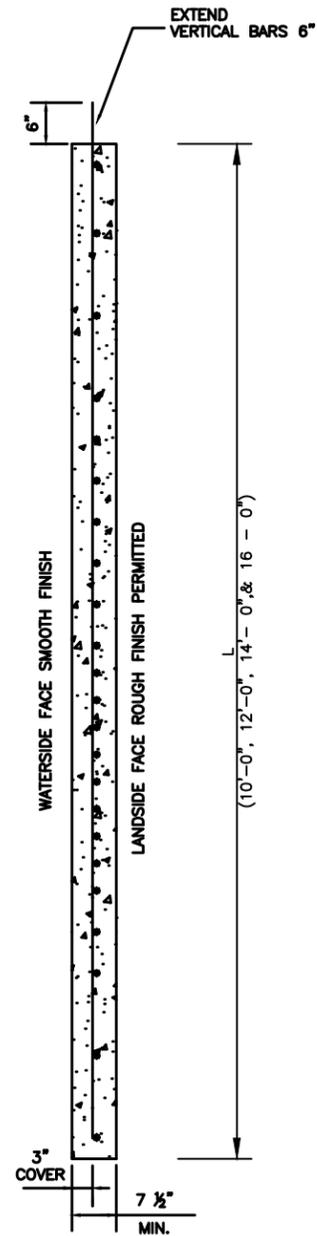
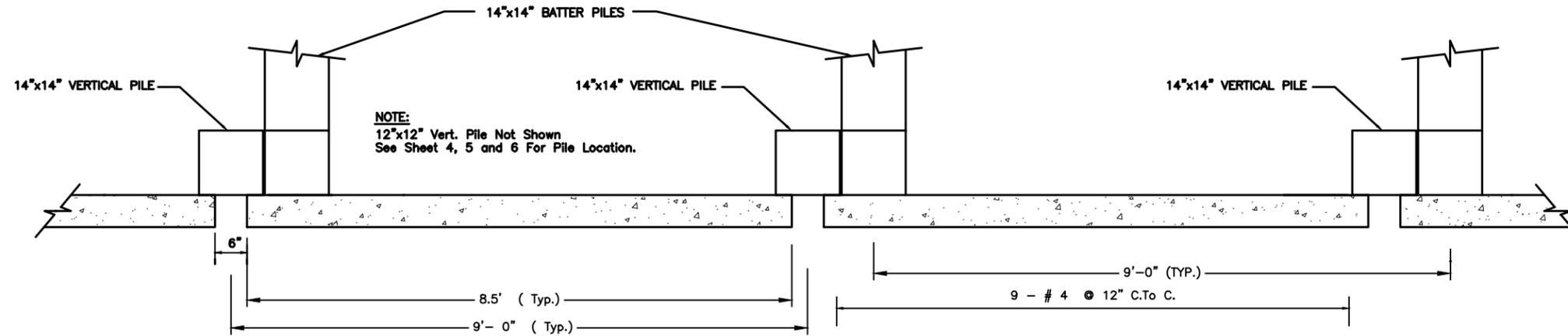
CKED BY: AKR

DATE: 7/2012

ALUMINUM LADDER AND SYNTHETIC PYRAMID PILE CAP DETAIL

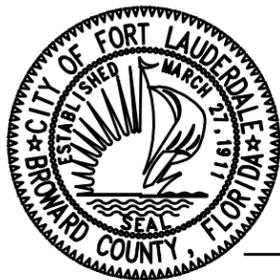
EXHIBIT-3

ANNUAL MARINE FACILITIES, MOORING BUOY, SEAWALL, AND VESSEL EXCLUSION BUOY MAINTENANCE CONTRACT



TYPICAL PANEL SECTION
Not to Scale

TYPICAL SEAWALL LAYOUT AND CONCRETE PANEL DETAILS



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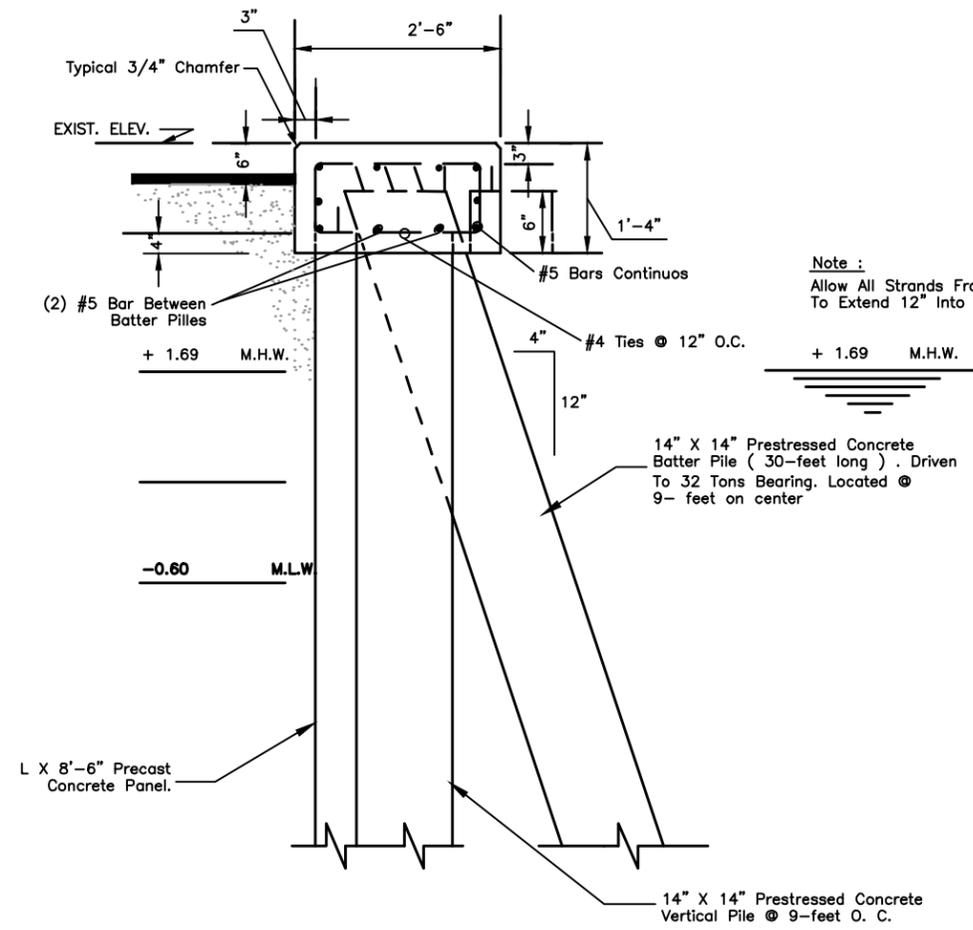
DRAWN BY: AWH

CKED BY: AKR

DATE: 7/2012

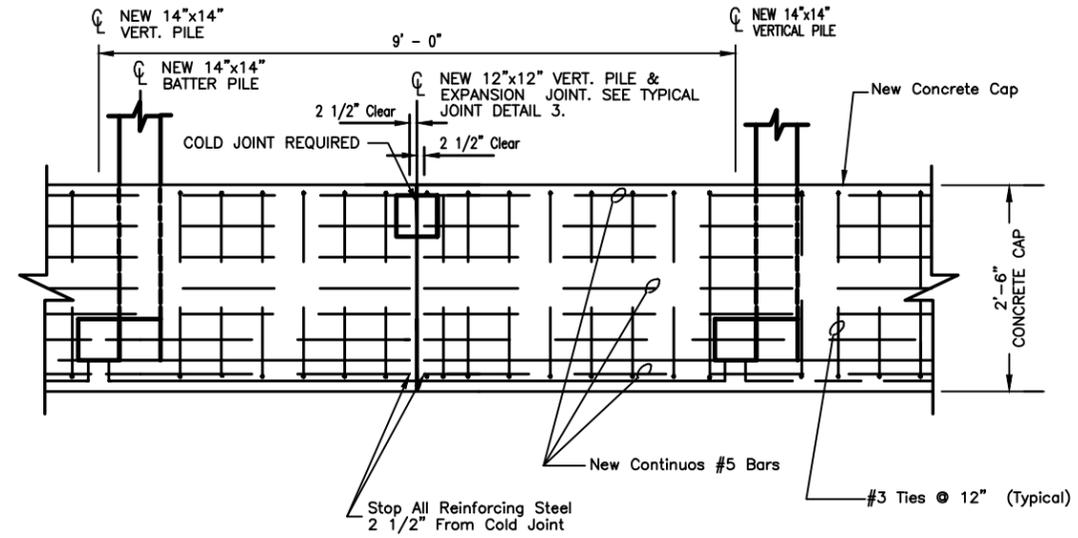
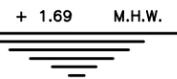
EXHIBIT-4

ANNUAL MARINE FACILITIES, MOORING BUOY, SEAWALL AND VESSEL EXCLUSION BUOY MAINTENANCE CONTRACT

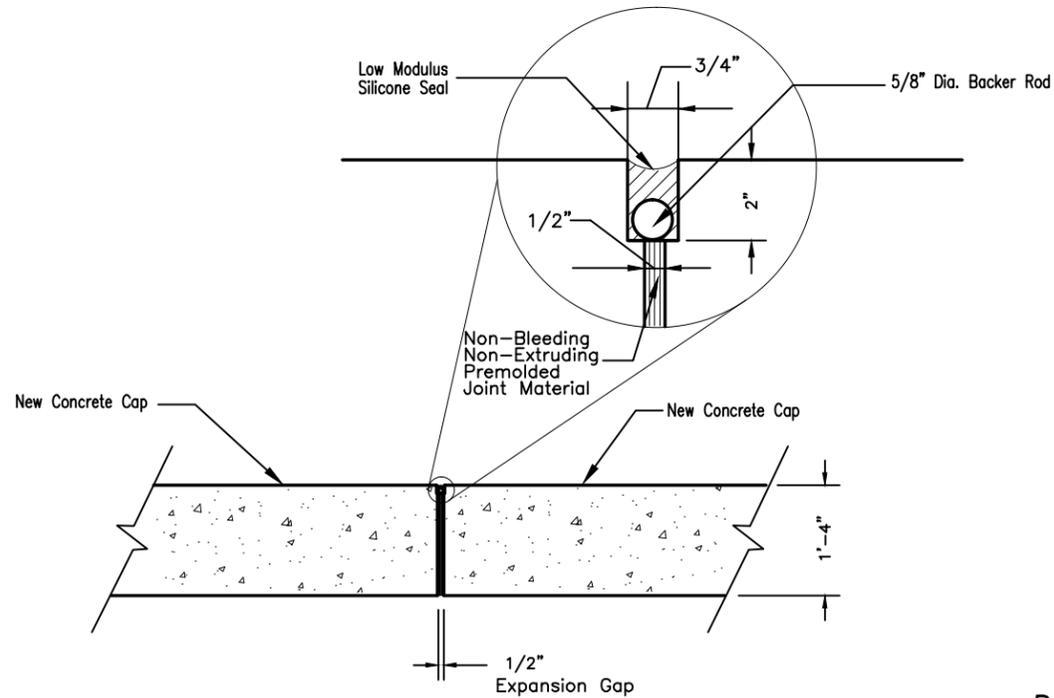


DETAIL 1
(Typ. Section New Seawall Cap)
Not To Scale

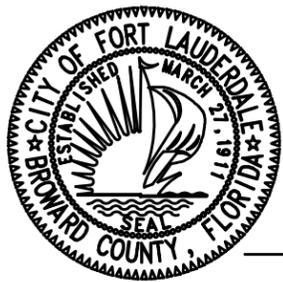
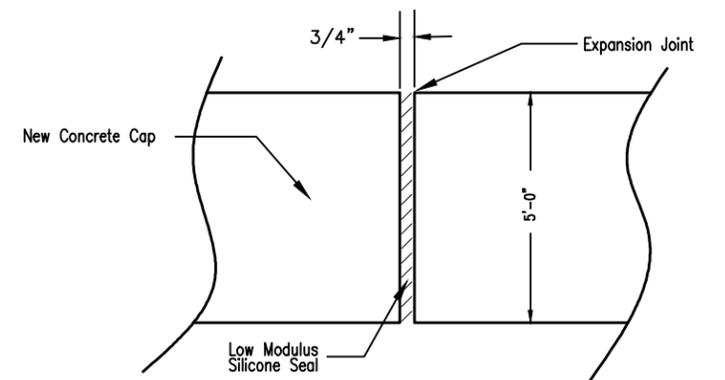
Note :
Allow All Strands From All Piles
To Extend 12\"/>



DETAIL 2
(Plan @ Expansion Joint)
Not to Scale



DETAIL 3
(EXPANSION JOINT DETAILS)
Not to Scale



P-11827

DRAWN BY: AWH

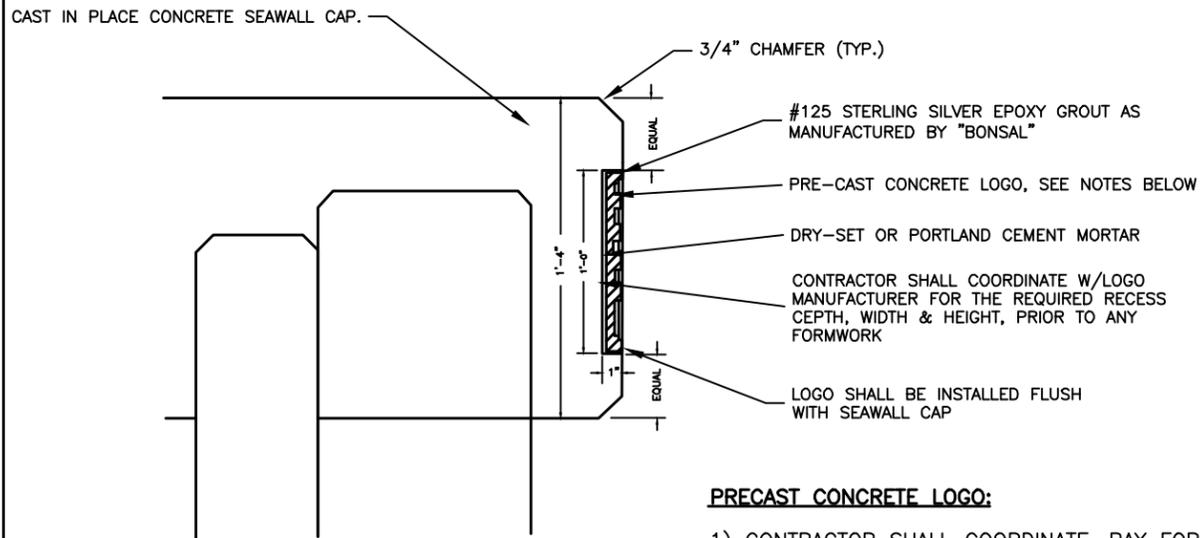
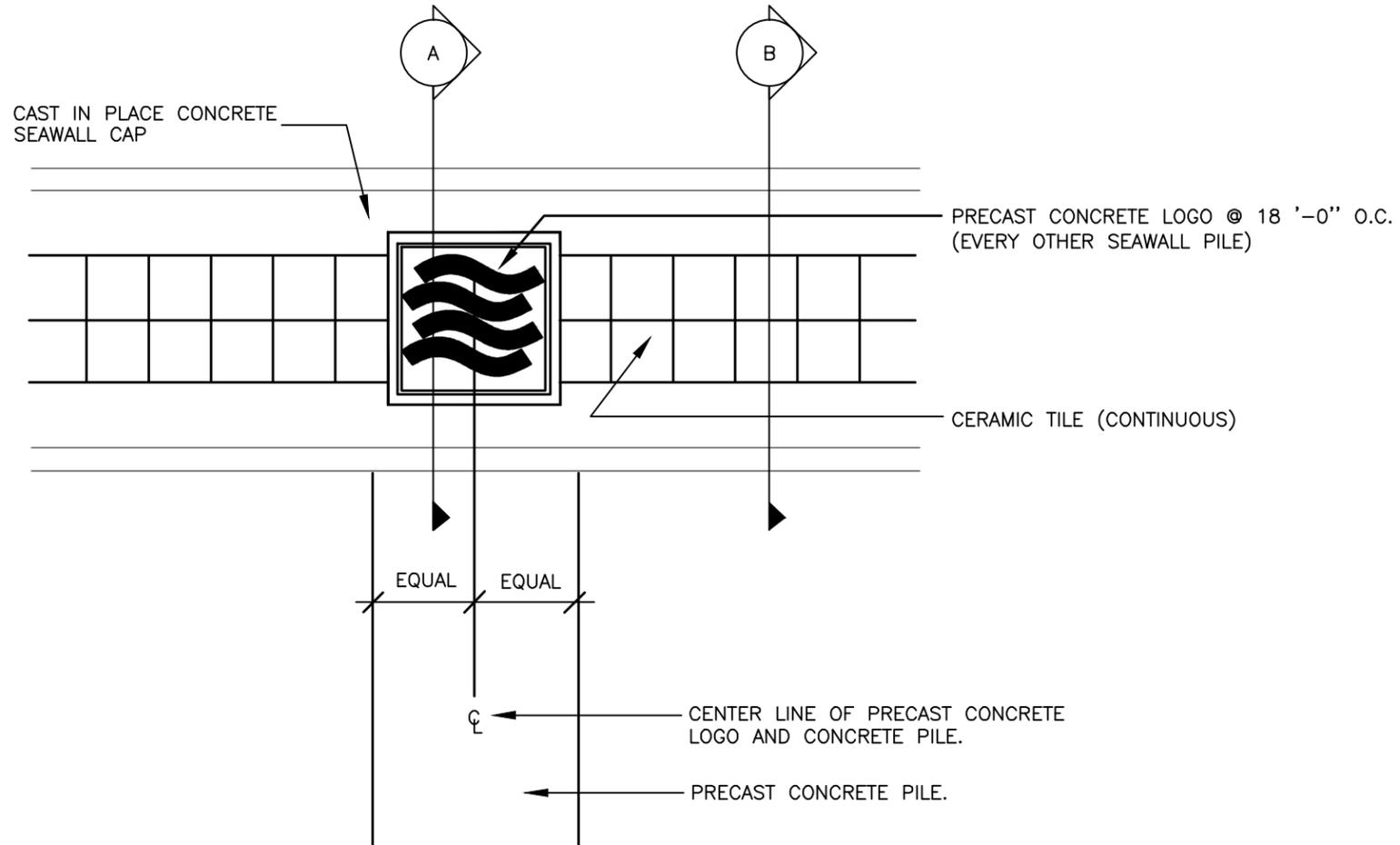
CKED BY: AKR

DATE: 7/2012

SEAWALL CAP AND JOINT SEAL DETAILS

EXHIBIT-5

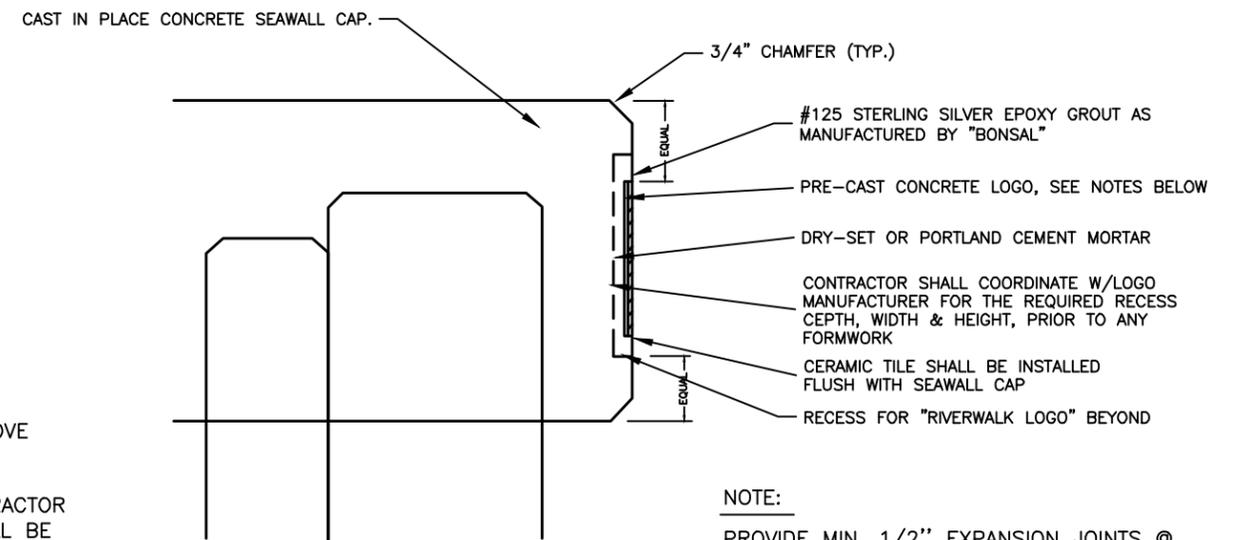
ANNUAL MARINE FACILITIES, MOORING BUOY, SEAWALL AND VESSEL EXCLUSION BUOY MAINTENANCE CONTRACT



SECTION "A" (PRECAST CONCRETE LOGO)
N.T.S.

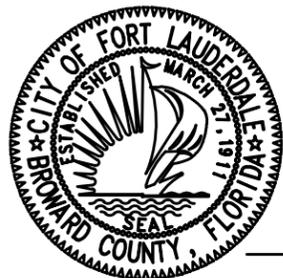
PRECAST CONCRETE LOGO:

- 1) CONTRACTOR SHALL COORDINATE, PAY FOR & INSTALL CUSTOM MADE PRECAST CONCRETE "RIVERWALK LOGO" AS MANUFACTURED BY "PINEAPPLE GROVE DESIGNS". 1800-771-4593, SHELLY CHILDERS.
- 2) LOGO SHALL BE CUSTOM FABRICATED TO MATCH THE STANDARD "RIVERWALK LOGO". CONTRACTOR SHALL INCLUDE IN HIS/HER BID THE COST OF TWO CUSTOM LOGOS. THE SECOND LOGO SHALL BE DETERMINED AT A LATER DATE OR WILL BE USED AS A SECOND MOLD IN CASE THE FIRST CAST IS UNACCEPTABLE CONTRACTOR SHALL SUBMIT 2 SAMPLES FOR CAST FOR REVIEW PRIOR TO FABRICATING UNITS FOR THIS PROJECT. THESE CASTS SHALL BE RETAINED BY THE CITY ENGINEER.
- 3) THE SIZE OF THE LOGO SHALL BE A CUSTOM SIZE OF 12" X 12".
- 4) THE COLOR OF THE LOGO SHALL BE "RARE EARTH"



SECTION "B" (CERAMIC TILE)
N.T.S.

NOTE:
PROVIDE MIN. 1/2" EXPANSION JOINTS @ SEAWALL CAP CONSTRUCTION AND EXPANSION JOINT LOCATIONS. FILL JOINT W/SEALANT TO MATCH GROUT.



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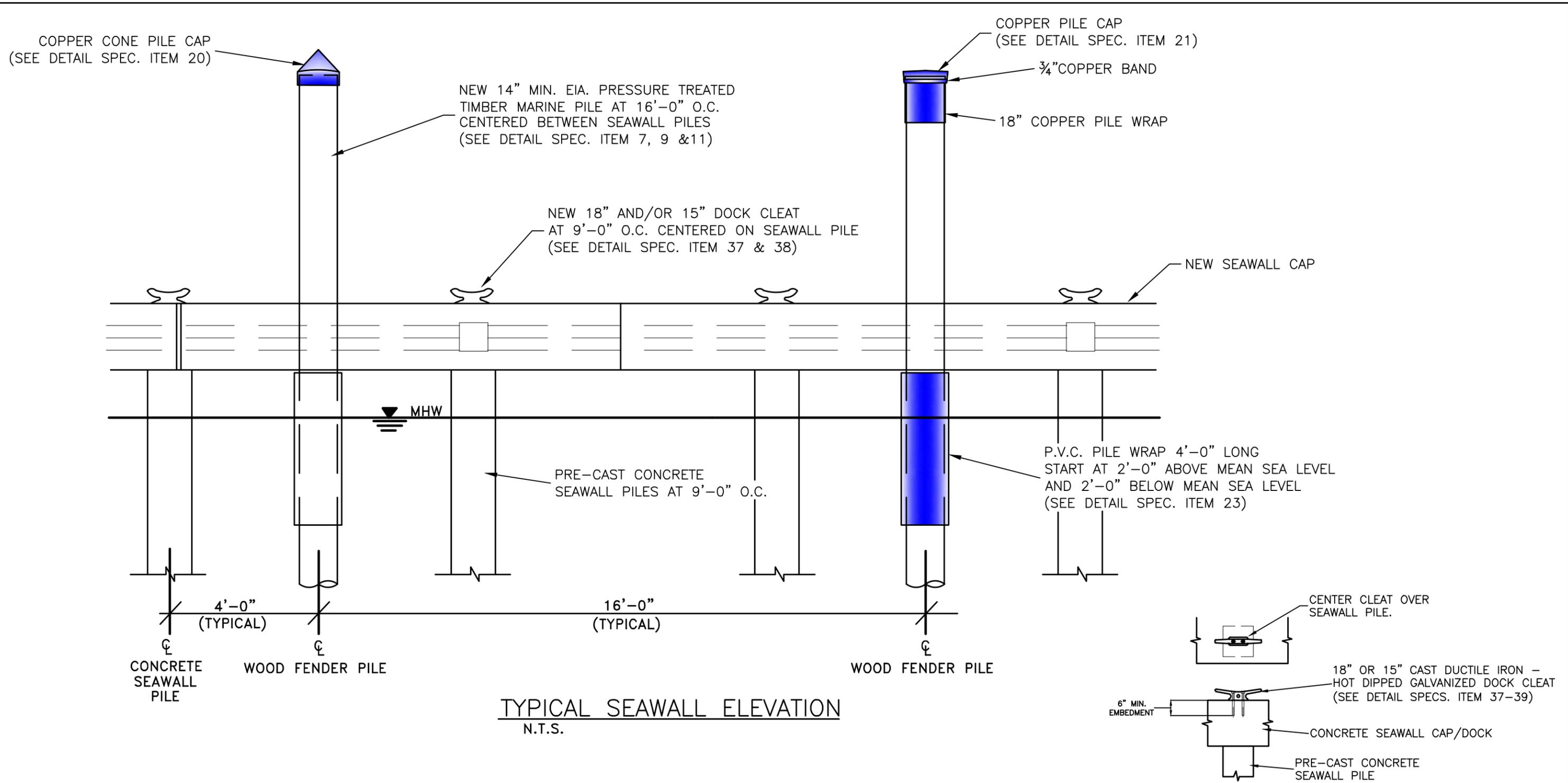
CKED BY: AKR

DATE: 7/2012

CERAMIC TILE AND PRE-CAST LOGO DETAILS

EXHIBIT-6

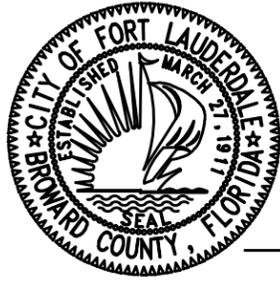
ANNUAL MARINE FACILITY, MOORING BUOY, SEAWALL AND VESSEL EXCLUSION BUOY MAINTENCE CONTRACT



TYPICAL SEAWALL ELEVATION
N.T.S.

TYPICAL CLEAT DETAIL
N.T.S.

- NOTE:
1. WHEN SECURING TO CONCRETE USE TWO 5/8" 316 S.S HILTI HVA ADHESIVE ANCHOR SYSTEMS, OR APPROVED EQUAL, TO A MINIMUM EMBEDMENT OF SIX-INCHES (6").
 2. WHEN SECURING TO WOOD USE 5/8" STAINLESS STEEL HARDWARE TO INCLUDE FLAT WASHERS THROUGH BOLTS AND NUTS.

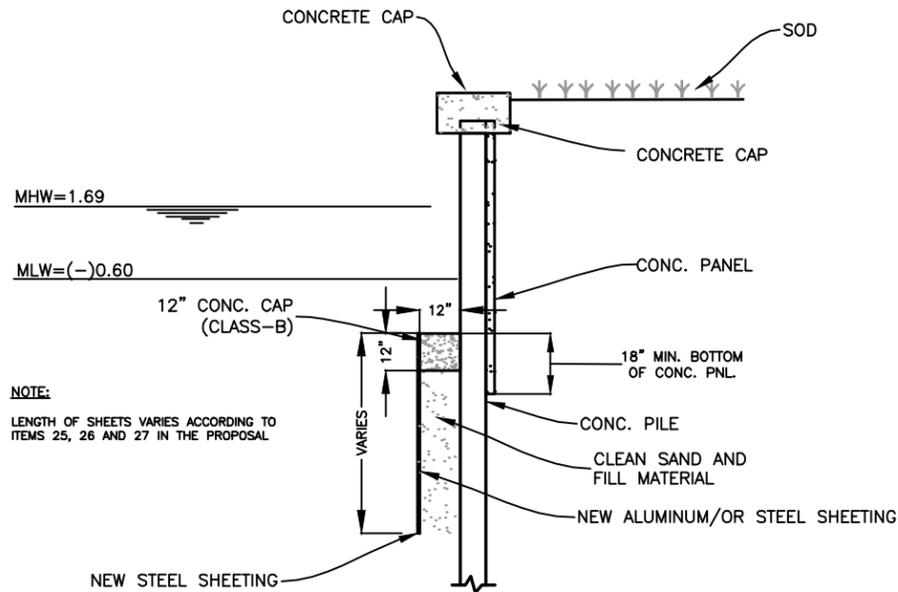


P-11827 **COPPER PILE CAPS, MARINE TIMBER PILE WRAP & DOCK CLEAT DETAILS**

DRAWN BY: AWH CKED BY: AKR DATE: 7/2012

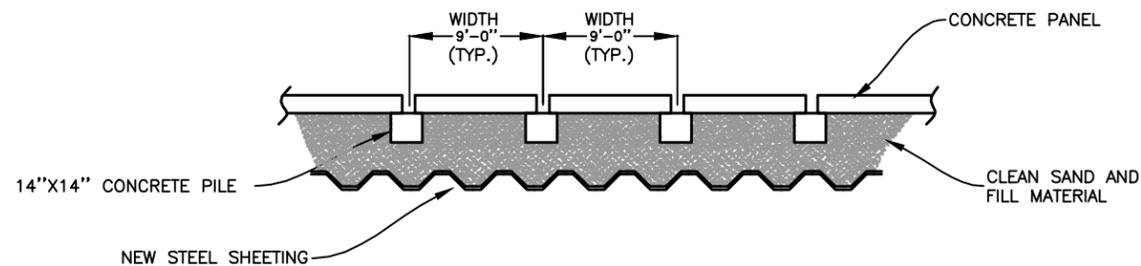
EXHIBIT-7

ANNUAL MARINE FACILITY, MOORING BUOY, SEAWALL AND VESSEL EXCLUSION BUOY MAINTENANCE CONTRACT

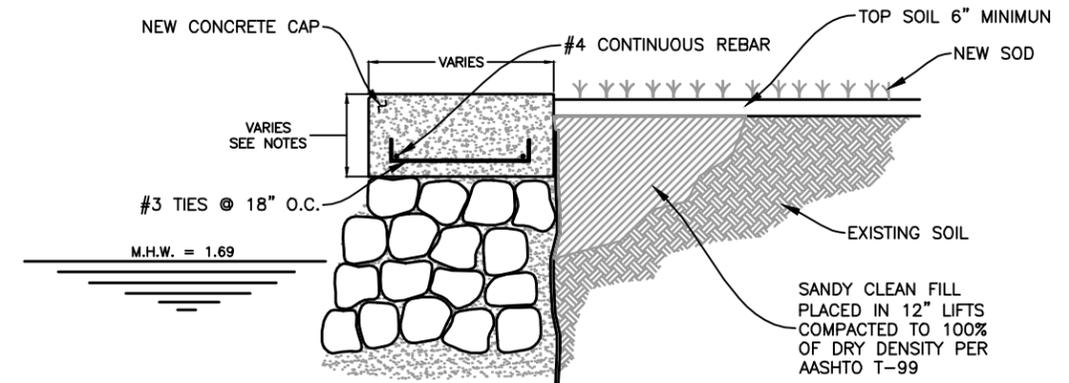


NOTE:
LENGTH OF SHEETS VARIES ACCORDING TO ITEMS 25, 26 AND 27 IN THE PROPOSAL

TOE-WALL FOOTING DETAIL
(TYP. SECTION)



TOE-WALL FOOTING DETAIL
(TYP. PLAN)

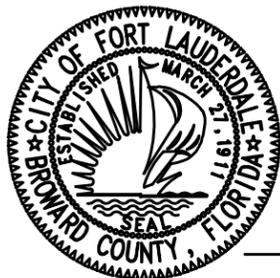


RESTORATION DETAIL
N.T.S.

- NOTES:**
1. USE THIS DETAIL FOR CONCRETE CAP UP TO 6-INCHES THICK.
 2. FOR CONCRETE CAPS 8-INCHES TO 12-INCHES THICK USE 4-#4 CONTINUOUS REBAR WITH CLOSED #3 TIES AT 18" AND 2-INCHES CLEAR COVER ALL AROUND.

GENERAL NOTES

1. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND OTHER UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION, AND SHALL PROTECT THE PUBLIC DURING CONSTRUCTION.
2. "FORTY EIGHT HOURS PRIOR TO DIGGING, THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE-CALL OF FLORIDA, TELEPHONE NUMBER 1-800432-4770, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES."
3. THE CONTRACTOR SHALL NOTIFY FLORIDA POWER & LIGHT CO., BELL SOUTH TELEPHONE CO., THE CITY OF FT. LAUDERDALE AND ANY OTHER UTILITY COMPANYS THAT MAY HAVE THEIR UTILITIES WITHIN THE CONSTRUCTION AREAS BEFORE BEGINNING CONSTRUCTION.
4. ELEVATIONS FOR M.H.W AND M.L.W. SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
5. ALL LABOR, MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS AND SPECIFICATIONS ADOPTED BY THE CITY OF FT. LAUDERDALE PLANS AND CONSTRUCTION SPECIFICATIONS. WHERE CONFLICTS OR OMISSIONS EXIST, THE CITY OF FT. LAUDERDALE STANDARDS SHALL DICTATE, SUBSTITUTIONS AND DEVIATIONS FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.
6. CONSTRUCTION INSPECTION WILL BE PERFORMED BY THE ENGINEER AND IS REQUIRED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION, AND AT LEAST 48 HOURS BEFORE REQUIRING INSPECTION OF EACH AND EVERY PHASE OF WORK.
7. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CITY OF FT. LAUDERDALE APPROVED CONSTRUCTION PLANS AND CONSTRUCTION PERMITS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.
8. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.



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SHEET PILE AND RUBBLE ROCK SEAWALL RESTORATION DETAIL

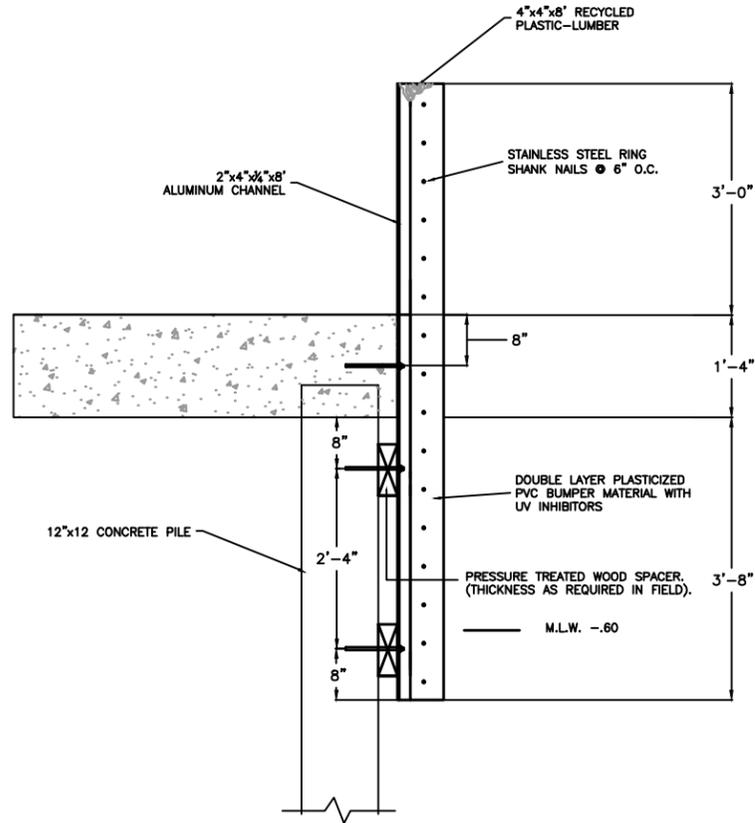
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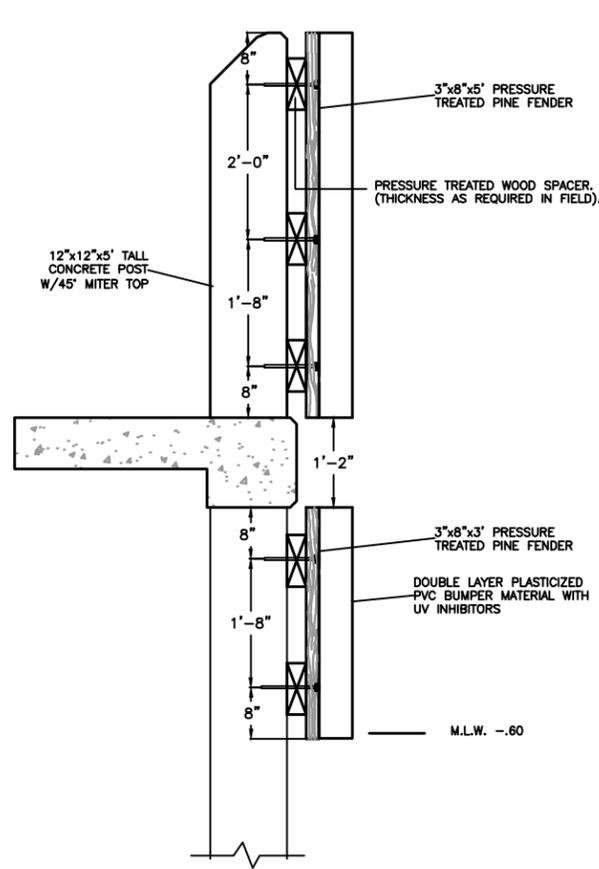
DATE: 7/2012

EXHIBIT-8

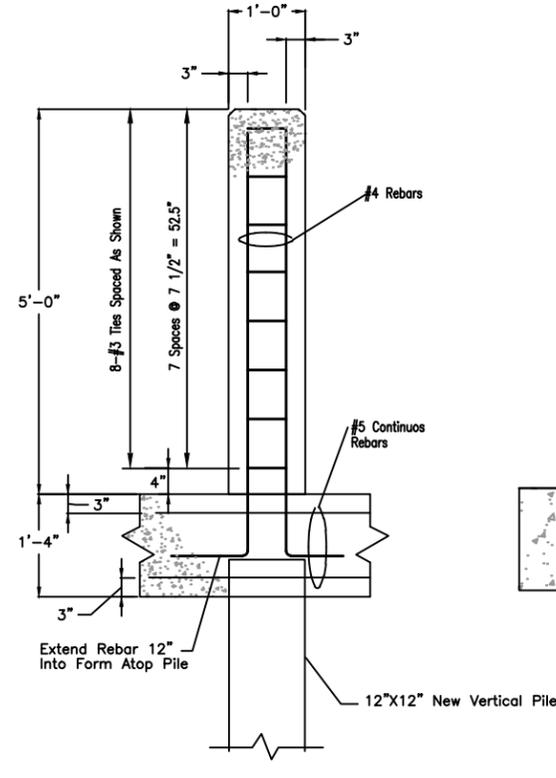
ANNUAL MARINE FACILITIES, MOORING BUOY, SEAWALL AND VESSEL EXCLUSION BUOY MAINTENCE CONTRACT



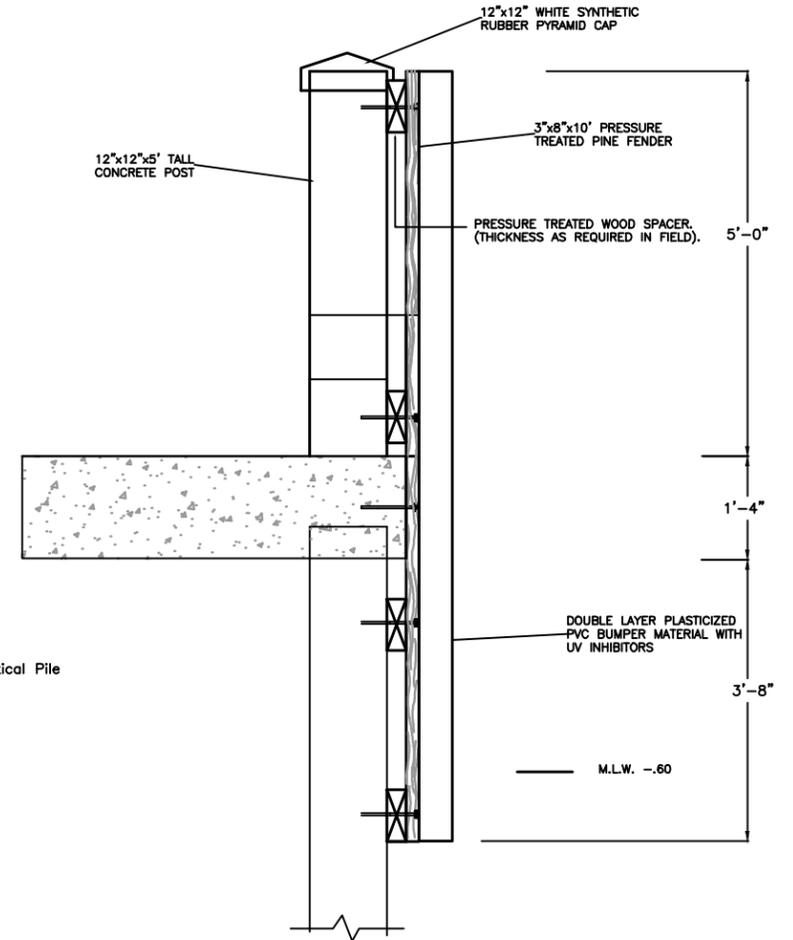
BOLTED FENDER SYSTEM
GEORGE ENGLISH PARK



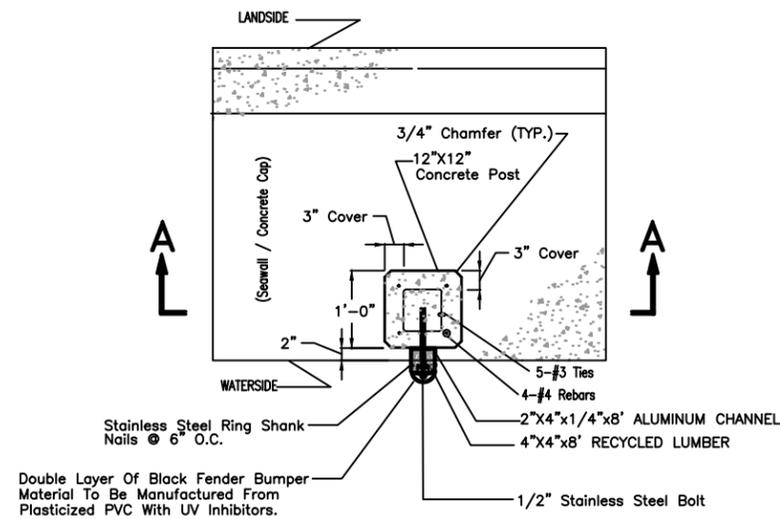
BOLTED FENDER SYSTEM
LAS OLAS MARINA



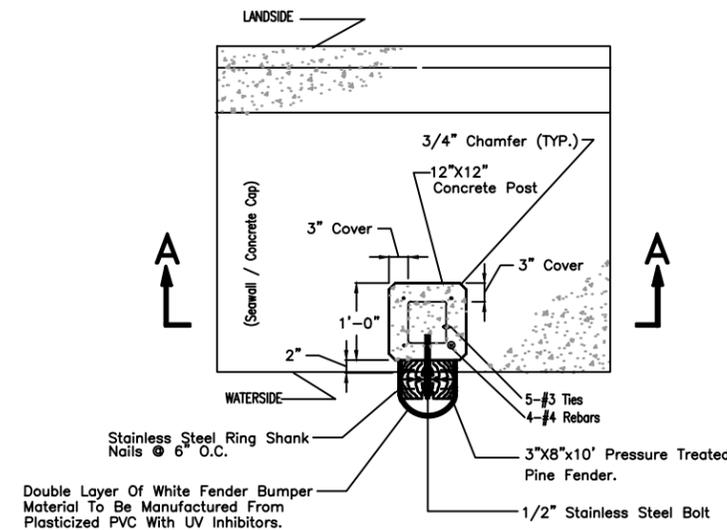
SECTION A-A
N.T.S.



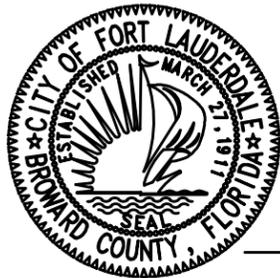
BOLTED FENDER SYSTEM
TYPICAL SECTION



DETAIL 1-A.
N.T.S. (GEORGE ENGLISH PARK)
(PLAN-NEW CONC. POST)



DETAIL 1.
N.T.S. (PLAN-NEW CONC. POST)



P-11827

DRAWN BY: AWH

CKED BY: AKR

DATE: 7/2012

EXHIBIT-9

FENDER SYSTEM AND CONCRETE POST DETAILS

ANNUAL MARINE FACILITIES, MOORING BUOY, SEAWALL, AND VESSAL EXCLUSION BUOY MAINTENANCE CONTRACT

Contractor Performance Evaluation

Work Order: _____

Date: _____

		Performance Ranking 1			
CRITERIA		1	2	3	4
1	SAFETY Contractor is in compliance with Florida Trench Safety Act. Contractor is maintaining his HASP and AHA. Contractor uses temporary controls to protect public.				
2	SUPERVISION Contractor provides adequate, experienced and competent supervision for his own crews and the work of sub-contractors.				
3	SCHEDULE Contractor is making timely and complete submittal of construction schedules in P3 format and diligently pursues completion of the work to meet the construction schedule of the Work Order.				
4	QUALITY Contractor is maintaining access and meeting MOT requirements. Completed construction is meeting contract requirements, quality standards and passing inspection with a minimum of rework. Contractor work passes testing without rework. Contractor is ready for testing when scheduled. Contractor uses specified and approved materials.				
5	SUBMITTALS Contractor's submittals are complete, timely and accurate.				
6	UTILITY CONFLICTS Contractor notifies Sunshine State One-Call and affected utilities before commencing work. Contractor verifies utility locations.				
7	PROJECT RECORDS Contractor is keeping and making timely and accurate submittal of required construction progress records. Contractor is making timely submittal of required contract close-out records.				
8	TIMELY NOTIFICATIONS Contractor meets requirements for advance notice of utility shutdowns, system operation, notification to residents, police and fire department of street closings, testing, and demolition.				
9	CONTRACTOR COORDINATION Contractor cooperates with other contractor activities in the project area. Contractor coordinates with utility operations. Contractor coordinates activities to minimize disruption to Owners operations and provide continued access.				
10	PAYMENT Contractor is making timely submittal of sufficient and accurate progress payment requests and does not make unjustified claims for additional expenses.				

PROJECT 11827

Contractor Performance Evaluation (Continued)

11	<p>JOBSITE MAINTENANCE Contractor maintains construction site in accordance with contract requirements. Contractor provides timely restoration in accordance with contract provisions. Contractor manages site drainage and dewatering in accordance with the contract requirements.</p>				
12	<p>RESIDENT COMPLAINT RESPONSE Contractor is responsive and prompt in efforts to resolve resident complaints related to construction activities. Contractor does not unduly interrupt residential services</p>				
		Total Points			

1. Performance ranking is low to high 1(not in compliance) 4(fully compliant)

Construction Contractor Performance Assessment Procedure

The Construction Manager, Supervisor of Inspectors, and Program Construction Manager will meet monthly and evaluate Contractor performance concurrent with the Contractor’s progress payment request for each active Work Order. Rankings of 2 (non-compliance) will require supporting annotation detailing the basis of decision. A Contractor’s ranking on a monthly basis will range from 12 (complete non-compliance) to 48 (full-compliance).

The monthly performance ranking will become part of the formal program and is to be the basis for recommendation for performance correction actions on the part of the Contractor. A monthly ranking of less than 70% of full compliance or 34 points will be considered unacceptable. Results and the need for corrective action will be discussed with the Construction Contractor’s Project Superintendent at the next construction progress meeting.

The Program Construction Manager will maintain a graphical representation of the Contractor’s monthly performance ranking throughout the course of the project. When an additional Work Order is being considered for assignment, the Construction Manager will meet with the Program Manager and the Program Director to make a recommendation on the award of subsequent work. An average total ranking of less than 70% will be considered unacceptable although continued improvement and the specific nature of the project may be taken into consideration. The decision to recommend or to not recommend award of subsequent work will be based upon the current assessment of the Contractor’s performance, the Construction Contractor’s responsiveness to requests for improvement (as evidenced by graphical trend), and upon other such factors relating to the City’s best interests as might arise during the course of the program. Contractors with aggregate rankings of less than 70% may be precluded from bidding on future General Construction services contracts issued by the City.

Question and Answers for Bid #223-11047 - Project 11827 - Annual Marine Faciliteis Improvement Contract 2012-2013

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.