

Solicitation 623-11048

Project No. 11780 2012-2013 Annual Storm Drainage Contract



City of Fort Lauderdale

Bid 623-11048

Project No. 11780 2012-2013 Annual Storm Drainage Contract

Bid Number **623-11048**
Bid Title **Project No. 11780 2012-2013 Annual Storm Drainage Contract**

Bid Start Date **Sep 7, 2012 2:23:19 PM EDT**
Bid End Date **Oct 10, 2012 2:00:00 PM EDT**
Question &
Answer End **Oct 1, 2012 5:00:00 PM EDT**
Date

Bid Contact **Rick Andrews**
 Procurement Specialist II
 Procurement
 954-828-4357
 Randrews@fortlauderdale.gov

Description

Sealed bids will be received until 2:00 P.M. on Wednesday October 10, 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 # 623-11048, PROJECT 11780 – 2012-2013 ANNUAL STORM DRAINAGE CONTRACT.

This project does not include drawing files. See special conditions section for storm drainage and restoration construction details.

The work includes furnishing all labor, equipment, materials and performing all related operations in connection with the construction of various storm drainage projects throughout the City. Projects primarily include the restoration, testing and all installation of storm pipelines ranging in size from 8 to 72 inches, storm basins and manholes of various sizes, exfiltration trenches, storm drainage wells, maintenance of storm valves and other storm water drainage components.

The City will select up to three (3) contractors to perform this work with a 2-year term construction service contract(s). The selection of the contractors will be based on the lowest competitive, responsive and responsible bids on quantities or work. Project assignments will be issued on a Work Order basis with project values based on the unit prices contained in the executed contract. The City reserves the right to assign quantities of work to contractors based on performance criteria, including but not limited to, available resources, ability to meet defined project schedules, ability to coordinate construction restoration with City and community representatives, in a timely, satisfactory manner. The City alone shall make all determinations of work orders award and distribute as described under the terms of this contract.

The criteria for Contractor Performance Evaluations (CPE) are included in the Contract Document and Specifications package. (See sheets CPE-1 and CPE-2).

The City intends to award up to three (3) contractors providing the lowest bid amounts. The selected contractors will receive work orders during the effective term of the contract, and each work order requires a performance bond equal to 100% of the cost of the work. The selected contractors will receive engineering plans, details, and specifications for each work order to produce a detailed cost estimate based on the contract's unit prices. After the project manager reviews and approves the cost estimate, the work order is prepared for City Manager's or City Commission's approval prior to issuing a Notice to Proceed to the contractor.

Bidding blanks may be obtained at BIDSYNC.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 # 623-11048

PROJECT NO. 11780

**2012-2013 ANNUAL STORM
DRAINAGE CONTRACT**



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

Elkin Diaz, P.E.
Project Engineer

RICK ANDREWS, PROCUREMENT SPECIALIST II

Telephone: (954) 828-4357

E-mail: Randrews@fortlauderdale.gov

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>Page</u>
I. BID INFORMATION	
Invitation to Bid	ITB-1 through ITB-2
Instruction to Bidders	IB-1 through IB-4
II. PROPOSAL PAGES	
Proposal.....	P-1 through P-3
Questionnaire Sheet	P-4 through P-5
Trench Safety.....	P-6
III. CONTRACTOR IDENTIFICATION	
Minority Business Enterprise	MBE-1 through MBE-2
Non-Collusion Statement.....	NCS-1
IV. CONSTRUCTION AGREEMENT (SAMPLE).....	
	C-1 through C-36
V. GENERAL CONDITIONS.....	
	GC-1 through GC-9
VI. SPECIFICATIONS	
Special Conditions (Contracts, Dates, Extensions, Liquidated Damages) .	SC1 through SC-4
Detailed Specifications.....	DS-1 through DS-49
Contractor Performance Evaluation.....	CPE-1 through CPE-2

INVITATION TO BID

Sealed bids will be received until 2:00 P.M. on **Wednesday October 10, 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 # 623-11048, PROJECT 11780 – 2012-2013 ANNUAL STORM DRAINAGE CONTRACT.**

This project does not include drawing files. See special conditions section for storm drainage and restoration construction details.

The work includes furnishing all labor, equipment, materials and performing all related operations in connection with the construction of various storm drainage projects throughout the City. Projects primarily include the restoration, testing and all installation of storm pipelines ranging in size from 8 to 72 inches, storm basins and manholes of various sizes, exfiltration trenches, storm drainage wells, maintenance of storm valves and other storm water drainage components.

The City will select up to three (3) contractors to perform this work with a 2-year term construction service contract(s). The selection of the contractors will be based on the lowest competitive, responsive and responsible bids on quantities or work. Project assignments will be issued on a Work Order basis with project values based on the unit prices contained in the executed contract. The City reserves the right to assign quantities of work to contractors based on performance criteria, including but not limited to, available resources, ability to meet defined project schedules, ability to coordinate construction restoration with City and community representatives, in a timely, satisfactory manner. The City alone shall make all determinations of work orders award and distribute as described under the terms of this contract.

The criteria for Contractor Performance Evaluations (CPE) are included in the Contract Document and Specifications package. (See sheets CPE-1 and CPE-2).

The City intends to award up to three (3) contractors providing the lowest bid amounts. The selected contractors will receive work orders during the effective term of the contract, and **each work order requires a performance bond equals to 100% of the cost of the work.** The selected contractors will receive engineering plans, details, and specifications for each work order to produce a detailed cost estimate based on the contract's unit prices. After the project manager reviews and approves the cost estimate, the work order is prepared for City Manager's or City Commission's approval prior to issuing a Notice to Proceed to the contractor.

Bidding blanks may be obtained at BIDSYNC.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.

INVITATION TO BID (Continued)

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.

Jonda K. Joseph
City Clerk

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 such interpretation in writing as instructed in the bid package. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of bids. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. 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.

Rev. 08/20/2012

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 Director of Procurement Services Department by delivering a letter of protest to the Director 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 including information on non-refundable fees 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 11780
2012-2013 ANNUAL STORM DRAINAGE CONTRACT**

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded to 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:

ITEM 1: Mobilization and demobilization (move-in and move-out), staging of equipment, traffic maintenance (Maintenance of Traffic (MOT) preparation, routing and placement), insurance, base cost and other fixed costs. This item must not exceed \$2,500 per each mobilization and demobilization, approximately five (5) locations. (See one-mile rule on special condition sheet SC-2)

@ \$ _____ / Location (Approx. 5 Locations) \$ _____

ITEM 2: Furnish all materials, labor and equipment necessary to construct **HDPE perforated-smooth** interior storm drain and exfiltration trench, including but not limited to unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, ballast rock, laying, wrapping with filter fabric, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers and grading (except for removal of asphalt, concrete, and paver block, concrete curbing, piping and storm structures, and installation of limerock, asphalt and sod which are covered in separate items), compliance with Florida Safety Act (90-96, Laws of Florida), and all or other necessary appurtenances as shown on project detail sheet.

OPEN CUT (TRENCHED) PIPE – HDPE PERFORATED:

- a) 12-15 inches @ \$ _____ /L.F. (Approx. 400) \$ _____
- b) 18 inches @ \$ _____ /L.F. (Approx. 300) \$ _____
- c) 24 inches @ \$ _____ /L.F. (Approx. 200) \$ _____
- d) 30 inches @ \$ _____ /L.F. (Approx. 100) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 2 (CONTINUED):

UP TO 10' DEEP SHEETED STABILIZED TRENCH -- HDPE Perforated PIPE:

e) 12-15 inches	@ \$ _____	/L.F. (Approx. 100)	\$ _____
f) 18 inches	@ \$ _____	/L.F. (Approx. 100)	\$ _____
g) 24 inches	@ \$ _____	/L.F. (Approx. 100)	\$ _____
h) 30 inches	@ \$ _____	/L.F. (Approx. 100)	\$ _____

ITEM 3: Furnish all materials, labor and equipment necessary to construct **HDPE solid**, 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, restoring project area back to original condition or better, including adjustments of valves, rims, covers and grading (except for removal of asphalt, concrete, and paver block, concrete curbing, piping and storm structures, and installation of limerock, asphalt and sod which are covered in separate items), compliance with Florida Safety Act (90-96, Laws of Florida), and all or other necessary appurtenances, as shown on project detail sheet.

OPEN CUT (TRENCHED) PIPE- HDPE SOLID:

a) 12-15 inches	@ \$ _____	/L.F. (Approx. 300)	\$ _____
b) 18 inches	@ \$ _____	/L.F. (Approx. 300)	\$ _____
c) 24 inches	@ \$ _____	/L.F. (Approx. 100)	\$ _____
d) 30 inches	@ \$ _____	/L.F. (Approx. 100)	\$ _____

UP TO 10' DEEP SHEETED STABILIZED TRENCH -- SOLID HDPE PIPE:

e) 12-15 inches	@ \$ _____	/L.F. (Approx. 50)	\$ _____
f) 18 inches	@ \$ _____	/L.F. (Approx. 50)	\$ _____
g) 24 inches	@ \$ _____	/L.F. (Approx. 50)	\$ _____
h) 30 inches	@ \$ _____	/L.F. (Approx. 50)	\$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 4: Furnish all materials, labor, and equipment necessary to construct **ductile iron pipe**, pressure class 350, 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, restoring project area back to original condition or better, including adjustments of valves, rims, cover and grading (except for removal of asphalt, concrete, and paver block, concrete curbing, piping and storm structures, and installation of limerock, asphalt and sod which are covered in separate items, compliance with Florida Safety Act (90-96, Laws of Florida), and all or other necessary appurtenances, as shown on project detail sheet.

OPEN CUT (TRENCHED) PIPE- DUCTILE IRON PIPE:

- a) 4 inches @ \$ _____ /L.F. (Approx. 200) \$ _____
- b) 6 inches @ \$ _____ /L.F. (Approx. 200) \$ _____
- c) 8 inches @ \$ _____ /L.F. (Approx. 200) \$ _____
- d) 12 inches @ \$ _____ /L.F. (Approx. 200) \$ _____

UP TO 10' DEEP SHEETED STABILIZED TRENCH -- DUCTILE IRON PIPE:

- e) 2 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- f) 4 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- g) 6 inches @ \$ _____ /L.F. (Approx. 100) \$ _____
- h) 8 inches @ \$ _____ /L.F. (Approx. 100) \$ _____
- i) 12 inches @ \$ _____ /L.F. (Approx. 100) \$ _____

ITEM 5: Furnish all materials, labor and equipment necessary to construct **RCP-solid**, smooth interior storm drain, including but not limited unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, laying, connecting to existing catch basins, core drilling, and filter fabric, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers and grading (except for removal of asphalt, concrete, and paver block, concrete curbing, piping and storm structures, and installation of limerock, asphalt and sod which are covered in separate items), compliance with Florida Safety Act (90-96, Laws of Florida), and all or other necessary appurtenances, as shown on project detail sheet.

PROPOSAL (Continued)

PROJECT 11780

ITEM 5 (CONTINUED):

OPEN CUT (TRENCHED) PIPE- RCP SOLID:

- a) 12-15 inches @ \$ _____ /L.F. (Approx. 100) \$ _____
- b) 18 inches @ \$ _____ /L.F. (Approx. 100) \$ _____
- c) 24 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- d) 30 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- e) Elliptical Pipe 12 inches high x 18 inches wide @ \$ _____ /L.F. (Approx. 100) \$ _____

UP TO 10' DEEP SHEETED STABILIZED TRENCH – RCP SOLID PIPE:

- f) 12 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- g) 15 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- h) 18 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- i) 24 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- j) 30 inches @ \$ _____ /L.F. (Approx. 50) \$ _____
- k) Elliptical Pipes 12 inches high x 18 inches wide @ \$ _____ /L.F. (Approx. 50) \$ _____

ITEM 6 a): Furnish all materials, labor and equipment necessary to **demuck** to a maximum depth of 4-feet below bottom of proposed storm sewer pipe and replace with selected backfill materials compacted to maximum density in layers not exceeded 12-inches and brought up to 6-inches below bottom of pipe, and all or other necessary appurtenances.

@ \$ _____ /S.Y. (Approx. 100) \$ _____

ITEM 6 b): Stabilize existing subgrade, including the removal of unsuitable materials and compaction to AASHTO 100%, T-99C standard.

@ \$ _____ /S.Y. (Approx. 200) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 7: Furnish all materials, labor, and equipment to construct various size **catch basins and manholes** including top slab, 12-inch sump, 8-inch deep hole, restoration, and all or other necessary appurtenances.

a)	USP 3-3.0	@	\$ _____	/Each (Approx. 20)	\$ _____
b)	USP 3-4.0	@	\$ _____	/Each (Approx. 20)	\$ _____
c)	USP 3-9.2	@	\$ _____	/Each (Approx. 20)	\$ _____
d)	USP 3-5.0	@	\$ _____	/Each (Approx. 10)	\$ _____
e)	USP 3-6.0	@	\$ _____	/Each (Approx. 10)	\$ _____
f)	USP 3-7.2	@	\$ _____	/Each (Approx. 10)	\$ _____
g)	USP 3-7.3	@	\$ _____	/Each (Approx. 10)	\$ _____
h)	USP 3-7.4	@	\$ _____	/Each (Approx. 10)	\$ _____
i)	USP 3-7.5	@	\$ _____	/Each (Approx. 3)	\$ _____
j)	USP 3-7.7	@	\$ _____	/Each (Approx. 3)	\$ _____
k)	USP 3-7.8	@	\$ _____	/Each (Approx. 3)	\$ _____
l)	USP 3-7.9	@	\$ _____	/Each (Approx. 3)	\$ _____
m)	USP 3-7.12	@	\$ _____	/Each (Approx. 3)	\$ _____
n)	USP 3-7.13	@	\$ _____	/Each (Approx. 3)	\$ _____
o)	USP 3-9.3	@	\$ _____	/Each (Approx. 5)	\$ _____
p)	USP 3-9.5	@	\$ _____	/Each (Approx. 5)	\$ _____
q)	USP 3-20	@	\$ _____	/Each (Approx. 5)	\$ _____
r)	USP 3-21	@	\$ _____	/Each (Approx. 5)	\$ _____
s)	USP 3-22	@	\$ _____	/Each (Approx. 5)	\$ _____
t)	USP 3-25	@	\$ _____	/Each (Approx. 5)	\$ _____
u)	USP 3-39	@	\$ _____	/Each (Approx. 5)	\$ _____
v)	USP 3-40	@	\$ _____	/Each (Approx. 5)	\$ _____
w)	ADS 2815 AG	@	\$ _____	/Each (Approx. 5)	\$ _____
x)	ADS 2818 AG	@	\$ _____	/Each (Approx. 5)	\$ _____
y)	ADS 2824 AG	@	\$ _____	/Each (Approx. 5)	\$ _____
z)	ADS 2830 AG	@	\$ _____	/Each (Approx. 5)	\$ _____
aa)	FDOT curb inlet top Type 1, per FDOT index #210	@	\$ _____	/Each (Approx. 5)	\$ _____
bb)	FDOT curb inlet top Type 2, per FDOT index #210	@	\$ _____	/Each (Approx. 5)	\$ _____

PROPOSAL (Continued)

PROJECT 11780

- cc) FDOT curb inlet top Type 3, per FDOT index #210
 @ \$ _____ /Each (Approx. 5) \$ _____
- dd) FDOT curb inlet top Type 4, per FDOT index #210
 @ \$ _____ /Each (Approx. 5) \$ _____
- ee) FDOT curb inlet top Type 5, per FDOT index #210
 @ \$ _____ /Each (Approx. 5) \$ _____
- ff) FDOT curb inlet top Type 6, per FDOT index #210
 @ \$ _____ /Each (Approx. 5) \$ _____

ITEM 8: Furnish all materials, labor, and equipment to construct **frame and grate** of various sizes, type U.S. Foundry or approved equal, including restoration, and all or other necessary appurtenances.

- a) USF 4155-6210
 frame & grate @ \$ _____ /Each (Approx. 20) \$ _____
- b) USF 4155-6614
 frame & grate @ _____ /Each (Approx. 10) \$ _____
- c) USF 5100-6147
 frame & grate @ \$ _____ /Each (Approx. 20) \$ _____
- d) USF 5115-6224
 frame & grate @ \$ _____ /Each (Approx. 20) \$ _____
- e) USF 119-BL
 storm manhole
 ring & cover @ \$ _____ /Each (Approx. 10) \$ _____
- f) USF 5105-6148
 frame & grate @ \$ _____ /Each (Approx. 5) \$ _____
- g) USP 3-55.1
 Construction
 Drain w/ USF
 6141 grate, 14"
 wide x 24" long x
 18" max depth @ \$ _____ /Each (Approx. 100) \$ _____
- h) 12-inch wide
 Polydrain trench
 drain channel &
 grate Px109277,
 per ABT drains @ \$ _____ /Each (Approx. 20) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 8 (CONTINUED)

- i) USP 3-54 Type;
8 wide, 5 depth,
10 long section
box culvert @ \$ _____ /Each (Approx. 10) \$ _____
- j) USF- 679-BK-M
wide manhole
ring and cover @ \$ _____ /Each (Approx. 5) \$ _____
- k) USF 3105-5630 @ \$ _____ /Each (Approx. 10) \$ _____

ITEM 9: Furnish all materials, labor, and equipment to construct **aluminum pollution-retardant devices**, including stainless steel hardware, and all or other necessary appurtenances.

- a) Aluminum Baffles
to cover 12-inch -
15 inch pipe @ \$ _____ /Each (Approx. 10) \$ _____
- b) Aluminum Baffles
to cover 18-inch
pipe @ \$ _____ /Each (Approx. 10) \$ _____
- c) Aluminum Baffles
to cover 24-inch
pipe @ \$ _____ /Each (Approx. 5) \$ _____
- d) Flattened screen
to cover 8 inch
wep hole @ \$ _____ /Each (Approx. 5) \$ _____
- e) ADS snouts, per
detail D5.6 @ \$ _____ /Each (Approx. 5) \$ _____

ITEM 10: Furnish all materials, labor, and equipment to **relay 6-inch sanitary sewer laterals** over or under new drainage pipes, including replacing part of the lateral with 6-inch C-900 or DIP pipe, as required and approved by the Engineer of Record, and all or other necessary appurtenances.

@ \$ _____ /EACH (Approx. 5) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 11: Furnish all materials, labor, and equipment to **relay 2-inch, and/or 3-inch PVC C-900 water service laterals** over or under new pipes including replacing part of the lateral with **2-inch, and /or 3-inch Polyethylene PE 3408** pipe, as required and approved by the Engineer of Record, and all or other necessary appurtenances, approximately 5.

@ \$ _____ /EACH (Approx. 5) \$ _____

ITEM 12: Furnish all materials, labor, and equipment to **relay 4-inch, and/or 6-inch C-900 water service laterals** over or under new pipes including replacing part of the lateral with **4-inch, and/or 6-inch C 900** pipe, as required and approved by the Engineer of Record, and all or other necessary appurtenances, approximately 5.

@ \$ _____ /EACH (Approx. 5) \$ _____

ITEM 13: Furnish all materials, labor, and equipment to **relay 8-inch, and /or 10-inch, water service laterals** over or under new pipes including replacing part of the lateral with **8-inch, and/or 10-inch C900 PVC** pipe, as required and approved by the Engineer of Record, and all or other necessary appurtenances, approximately 5.

\$ _____ /EACH (Approx. 5) \$ _____

ITEM 14: Furnish all materials, labor, and equipment to **sawcut** existing asphalt, sidewalk, concrete curbing, concrete driveways, and paver blocks, approximately 300 linear feet.

@ \$ _____ /L.F. (Approx. 300) \$ _____

ITEM 15: Furnish all materials, labor, and equipment to construct standard **concrete sidewalk.**

a) 4 inches thick @ \$ _____ /S.F. (Approx. 900) \$ _____

b) 6 inches thick @ \$ _____ /S.F. (Approx. 500) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 16: Furnish all materials, labor and equipment to construct concrete **ADA/wheelchair access ramps**, including reconstruction of base where required, this includes clearing, grubbing and removal of existing concrete or asphalt. Concrete slab shall have 6-inches minimum thickness. All ramps shall have truncated dome detectable warning surface. Truncated domes shall be Vanguard ADA System (Vanguard of Florida, 954-520-9347) or approved equal as per FDOT Roadway and Traffic Design Standards Index No. 304 (2006 edition).
Approximately 5.

@ \$ _____ /EACH (Approx. 5) \$ _____

ITEM 17: Furnish all materials, labor and equipment to construct **4, 6, and 8-inch thick compacted limerock base**, (in two 4-inch lifts), **or 12-inch thick** (in 6-inch lifts) including clearing, grubbing, excavation, grading, removal and disposal of existing materials, and compaction to City Standards (minimum 98%, T-180).

- a) 4-inch limerock base @ \$ _____ /S.Y. (Approx. 100) \$ _____
- b) 6-inch limerock base @ \$ _____ /S.Y. (Approx. 100) \$ _____
- c) 8-inch limerock base @ \$ _____ /S.Y. (Approx. 100) \$ _____
- d) 12-inch limerock base @ \$ _____ /S.Y. (Approx. 200) \$ _____

ITEM 18: Furnish all materials, labor, and equipment to construct **concrete curbs**, and reconstruction of base (where required) per Contract details.

- a) Type "D" @ \$ _____ /L.F. (Approx. 300) \$ _____
- b) Type "F" @ \$ _____ /L.F. (Approx. 300) \$ _____
- c) Drop Curb @ \$ _____ /L.F. (Approx. 300) \$ _____
- d) Valley gutter @ \$ _____ /L.F. (Approx. 300) \$ _____
- e) Type "A" median curb @ \$ _____ /L.F. (Approx. 100) \$ _____
- f) 16" Curb with 5' wide sidewalk @ \$ _____ /L.F. (Approx. 200) \$ _____
- g) 18" wide x 12" deep concrete header curb @ \$ _____ /L.F. (Approx. 200) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 19: Furnish all materials, labor and equipment to construct new, **paving blocks** of various shapes over sand-leveling course (in City Details and Standards).

a)	2 3/8 inch thick concrete paver	@ \$ _____	/S.F. (Approx. 100)	\$ _____
b)	3 1/8 inch thick concrete paver	@ \$ _____	/S.F. (Approx. 100)	\$ _____
c)	8x4x2-1/4 Chicago brick clay paver	@ \$ _____	/S.F. (Approx. 100)	\$ _____
d)	4 inch thick Stamp Concrete paver	@ \$ _____	/S.F. (Approx. 100)	\$ _____
e)	3 1/8 inch pervious paver	@ \$ _____	/S.F. (Approx. 100)	\$ _____
f)	Pervious pavers per Detail Spec DS-48	@ \$ _____	/S.F. (Approx. 500)	\$ _____

ITEM 20: Furnish all materials, labor, and equipment to **remove and dispose** of existing asphalt and concrete (at various depths), concrete sidewalks, concrete driveways, concrete curb and gutter, concrete curbing, paver blocks, existing storm/sanitary structures (any size), landscape and trees of various sizes(see schedule of values), existing pipes (any size), and limerock base.

a)	Asphalt removal	@ \$ _____	/S.Y. (Approx. 400)	\$ _____
b)	Concrete removal	@ \$ _____	/S.Y. (Approx. 400)	\$ _____
c)	Concrete sidewalk	@ \$ _____	/S.F. (Approx. 1000)	\$ _____
d)	Concrete driveways	@ \$ _____	/S.F. (Approx. 1000)	\$ _____
e)	Concrete curbing	@ \$ _____	/L.F. (Approx. 400)	\$ _____
f)	Stamped concrete	@ \$ _____	/S.F. (Approx. 50)	\$ _____
g)	Paver blocks removal	@ \$ _____	/S.F. (Approx. 200)	\$ _____
h)	Storm/Sanitary Structure	@ \$ _____	/EACH (Approx. 10)	\$ _____
i)	Existing pipes	@ \$ _____	/L.F. (Approx. 100)	\$ _____
j)	Limerock base removal	@ \$ _____	/S.Y. (Approx. 400)	\$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 20 (CONTINUED)

k)	6" diameter & smaller trees	@ \$ _____ /EACH	(Approx. 20)	\$ _____
l)	8" diameter trees	@ \$ _____ /EACH	(Approx. 20)	\$ _____
m)	10"-12" trees	@ \$ _____ /EACH	(Approx. 20)	\$ _____
n)	Landscaping of various types of shrubs, etc.	@ \$ _____ /L.F.	(Approx. 50)	\$ _____

ITEM 21: Furnish all materials, labor and equipment to **re-grade existing limerock base** including clearing, grubbing, excavation, grading, removal and disposal of existing materials, approximately 500 square yards).

@ \$ _____ /S.Y. (Approx. 500) \$ _____

ITEM 22a: Furnish all materials, labor and equipment to construct **1½-inch thick asphaltic concrete surface**, either FDOT Type III or FDOT Type S-1, including sanding, prime coat or a tack coat, and all or other necessary appurtenances, approximately 2,200 square yards.

@ \$ _____ /S.Y. (Approx. 2,200) \$ _____

ITEM 22b: Furnish all materials, labor and equipment to construct **1½-inch thick STAMPED asphaltic concrete surface**, (per contract detail) including sanding, prime coat or a tack coat, and all or other necessary appurtenances, approximately 250 square yards.

@ \$ _____ /S.Y. (Approx. 250) \$ _____

ITEM 22c: Furnish all materials, labor and equipment to construct **2-inch PERVIOUS asphalt pavement** in conformance with FLEXI-PAVE specifications section (www.kbius.com), product HD2000 (2"-50mm) (or approved equal), including all or necessary appurtenances, approximately 300 square yards.

@ \$ _____ /S.Y. (Approx. 300) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 23: Furnish all materials, labor and equipment to lay **St. Augustine** "Floratom" and **Bahia sod** authorized by the Engineer of Record, including removal and disposal of debris and all or other necessary appurtenances, approximately 500 square yards.

- a) Bahia sod @ \$ _____ /S.Y. (Approx. 500) \$ _____
- b) St. Augustine sod @ \$ _____ /S.Y. (Approx. 500) \$ _____

ITEM 24: Furnish all materials, labor and equipment to install **thermoplastic** pavement markings, including temporary paint.

- a) Temporary paint @ \$ _____ /L.F. (Approx. 100) \$ _____
- b) 4" thermoplastic (white or yellow) @ \$ _____ /L.F. (Approx. 100) \$ _____
- c) 6" thermoplastic (white, blue, or yellow) @ \$ _____ /L.F. (Approx. 100) \$ _____
- d) 6" thermoplastic (double yellow) @ \$ _____ /L.F. (Approx. 100) \$ _____
- e) 24" thermoplastic (white stop bar) @ \$ _____ /L.F. (Approx. 100) \$ _____
- f) 10"-12" thermoplastic (white or yellow) @ \$ _____ /L.F. (Approx. 100) \$ _____

ITEM 25: Furnish all materials, labor, and equipment to **construct swale**, including excavation, grading, removal and disposal of soil and debris and all or other necessary appurtenances, excluding sod which is covered in separate item.

- a) Swaling per Detail D4-1 @ \$ _____ /C.Y. (Approx. 100) \$ _____
- b) Swaling per Detail D4.2 @ \$ _____ /C.Y. (Approx. 200) \$ _____
- c) Swaling per Detail P2.1 @ \$ _____ /S.Y. (Approx. 200) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 26: Furnish all materials, labor, and equipment necessary to **drill and install Class V storm drainage well**, per detail DS-2. This item shall include clearing all existing landscaping, stabilization of materials, excavation, grading, removal and disposal of soil debris, dewatering set up and permits, drainage truck, the installation of 24" solid DIP casing (part a) and 24" perforated PVC (part b) and all or other necessary appurtenances required by safety and environmental regulations.

- a) **24" solid DIP casing** (0.375 thickness) depth varies (100'-250'). Assume up to 100-feet deep and provide cost per additional Linear Feet deeper than 100-Feet based on assumption of 50 additional feet.

@ \$ _____ /up to 100' (Up to 100 FT Deep 24"-Solid DIP) \$ _____
 (assume 50 add'l feet - 24" solid
 @ \$ _____ / add'l LF. DIP) \$ _____

- b) **24" perforated PVC casing.** (C-900) depth varies (80'-150'). Assume up to 80-feet deep and provide cost per additional Linear Feet deeper than 80-Feet based on assumption of 50 additional feet (but it could be more)

@ \$ _____ / up to 100' (One 80 FT Deep 24" Perforated PVC) \$ _____
 / add'l LF. (assume 50 add'l feet- Perf. 24" PVC)
 @ \$ _____ PVC) \$ _____

ITEM 27: Furnish all materials, labor, and equipment to install a **concrete drainage well vault**, as shown on detail DS-3. This item includes excavation, dewatering, grading, removal, 8" compacted limerock base, 12" compacted subgrade, side stabilization, frame & grate, disposal of soil & debris, and all or other necessary appurtenances required by safety and environmental regulations.

@ \$ _____ /EACH (One Vault) \$ _____

ITEM 28: PERVIOUS CONCRETE: Furnish all materials, labor, and equipment to construct **4-inch or 6-inch thick pervious concrete**, including subgrade treatment, protection of surface during curing period, and other requirements. (Installation must be performed by "Certified Contractor", per FCPA and HRMCA) per specification section, see DS-47. Approximately 500 Square Feet.

PROPOSAL (Continued)

PROJECT 11780

ITEM 28 CONTINUED):

- a) 4-inch thick pervious concrete @ \$ _____ /S.F. (Approx. 500) \$ _____
- b) 6-inch thick pervious concrete @ \$ _____ /S.F. (Approx. 500) \$ _____

ITEM 29: Furnish all materials, labor, and equipment to construct and install **CheckMate Inline Tideflex valves** with all fittings; including excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances, excluding sod, which is covered in separate item. See www.Tideflex.com for latest checkmate inline valve details & specifications.

INSTALLED ON ANY PIPE MATERIAL:

- a) 4-inch @ \$ _____ /EACH (Approx. 5) \$ _____
- b) 6-inch @ \$ _____ /EACH (Approx. 5) \$ _____
- c) 8-inch @ \$ _____ /EACH (Approx. 10) \$ _____
- d) 10-inch @ \$ _____ /EACH (Approx. 10) \$ _____
- e) 12-inch @ \$ _____ /EACH (Approx. 10) \$ _____
- f) 15-inch @ \$ _____ /EACH (Approx. 10) \$ _____
- g) 18-inch @ \$ _____ /EACH (Approx. 5) \$ _____
- h) 24-inch @ \$ _____ /EACH (Approx. 3) \$ _____
- i) 30-inch @ \$ _____ /EACH (Approx. 3) \$ _____
- j) 36-inch @ \$ _____ /EACH (Approx. 2) \$ _____
- k) 42-inch @ \$ _____ /EACH (Approx. 2) \$ _____
- l) 48-inch @ \$ _____ /EACH (Approx. 2) \$ _____

ITEM 30: 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 or other necessary appurtenances, excluding sod which is covered in separate item.

- a) 8-inch @ \$ _____ /EACH (Approx. 10) \$ _____
- b) 10-inch @ \$ _____ /EACH (Approx. 10) \$ _____
- c) 12-inch @ \$ _____ /EACH (Approx. 10) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 30 (CONTINUED)

d) 15-inch	@ \$ _____	/EACH (Approx. 5)	\$ _____
e) 18-inch	@ \$ _____	/EACH (Approx. 3)	\$ _____
f) 24-inch	@ \$ _____	/EACH (Approx. 3)	\$ _____
g) 30-inch	@ \$ _____	/EACH (Approx. 2)	\$ _____
h) 36-inch	@ \$ _____	/EACH (Approx. 2)	\$ _____
i) 42-inch	@ \$ _____	/EACH (Approx. 2)	\$ _____
j) 48-inch	@ \$ _____	/EACH (Approx. 2)	\$ _____

ITEM 31 a): Furnish all materials, labor and equipment to **MILL & RESURFACE** existing asphalt pavement to a depth of 1", including disposal of all materials for work orders up to 500 square yards.

@ \$ _____ /S.Y. (Approx. 500) \$ _____

ITEM 31 b) Furnish all materials, labor and equipment to **MILL & RESURFACE** existing asphalt pavement to a depth of 1"including disposal of all materials for work orders greater than 500 square yards.

@ \$ _____ /S.Y. (Approx. 1,000) \$ _____

ITEM 32: 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, excluding sod which is covered in separate item.

a) 10-inch outfall pipe core drill	@ \$ _____	/EACH (Approx. 10)	\$ _____
b) 12-inch outfall pipe core drill	@ \$ _____	/EACH (Approx. 10)	\$ _____
c) 15-inch outfall pipe core drill	@ \$ _____	/EACH (Approx. 10)	\$ _____
d) 18-inch outfall pipe core drill	@ \$ _____	/EACH (Approx. 10)	\$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 32 (CONTINUED)

- e) 24-inch outfall pipe core drill @ \$ _____ /EACH (Approx. 5) \$ _____
- f) 30-inch outfall pipe core drill @ \$ _____ /EACH (Approx. 5) \$ _____
- g) 36-inch outfall pipe core drill @ \$ _____ /EACH (Approx. 3) \$ _____
- h) 48-inch outfall pipe core drill @ \$ _____ /EACH (Approx. 3) \$ _____

ITEM 33: Furnish all materials, labor, and equipment to install and construct **straight concrete endwalls**, per FDOT Index #250; including excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances, excluding sod which is covered in separate item.

- a) For 10-inch outfall pipe @ \$ _____ /EACH (Approx. 10) \$ _____
- b) For 12-inch outfall pipe @ \$ _____ /EACH (Approx. 10) \$ _____
- c) For 15-inch outfall pipe @ \$ _____ /EACH (Approx. 10) \$ _____
- d) For 18-inch outfall pipe @ \$ _____ /EACH (Approx. 10) \$ _____
- e) For 24-inch outfall pipe @ \$ _____ /EACH (Approx. 5) \$ _____
- f) For 30-inch outfall pipe @ \$ _____ /EACH (Approx. 3) \$ _____
- g) For 36-inch outfall pipe @ \$ _____ /EACH (Approx. 3) \$ _____
- h) For 48-inch outfall pipe @ \$ _____ /EACH (Approx. 2) \$ _____
- i) For 72-inch outfall pipe @ \$ _____ /EACH (Approx. 2) \$ _____

PROPOSAL (Continued)

PROJECT 11780

ITEM 34: Furnish all materials, labor, and equipment necessary to install C-900 drainage pipe by **directional boring**, including but not limited to: contractor to perform soil boring tests to find out the soil conditions, selection of machinery, unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, pipe laying, core drilling concrete seawalls or catch basins, connecting new pipe to existing catch basins, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers, compliance with Florida Safety Act (90-96, Laws of Florida), and all other necessary appurtenances.

DIRECTIONAL DRILLING C-900 PIPE:

- a) 12 inches @ \$ _____ /L.F. (Approx. 100) \$ _____
- b) 15 inches @ \$ _____ /L.F. (Approx. 100) \$ _____
- c) 18 inches @ \$ _____ /L.F. (Approx. 100) \$ _____
- d) 24 inches @ \$ _____ /L.F. (Approx. 100) \$ _____

ITEM 35: Provide **MAINTENANCE AND REPAIR SERVICES**, to existing valves installed on storm pipes/inlets including the following tasks:

- a) Remove all debris and standing water from basins and drainage pipes using a dewatering pump, dewatering box (es) and silt fence at basins prior to discharge.
- b) Remove any pollution retardant baffles or any other appurtenance impeding access to outfall pipes and valves.
- c) Clean debris inside the valve and outfall pipe
- d) Inspect the materials and working condition of the valve
- e) Tighten the clamps on the valve if needed
- f) Re-install the pollution retardant baffle in the storm basin
- g) Close basin with the grate or cover, and
- h) Write an inspection report to be provided to contract manager.

Notes:

- 1) Valve maintenance work to be performed at low tide
- 2) A City inspector must be present (and called by the contractor prior to start work) to verify the maintenance work and dewatering set-up.

@ \$ _____ /LOCATION (Approx. 50 locations) \$ _____

PROPOSAL (Continued)

PROJECT 11780

NOTE: All items **must be filled in**, otherwise the bid would be considered non-responsive.

TOTAL ITEMS 1 Through 35 \$

(TOTAL WRITTEN DOLLAR AMOUNT)

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 items. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.

The City intends to award contract to the three (3) contractors providing the lowest bid amounts. The selected contractors will receive work orders during the effective term of the contract, and **each work order requires a performance bond equals to 100% of the cost of the work.** The selected contractors will receive engineering plans, details, and specifications for each work order to produce a detailed cost estimate based on the contract's unit prices. After the project manager reviews and approves the cost estimate, the work order is prepared for City Manager's or City Commission's approval prior to issuing a Notice to Proceed to the contractor.

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. The City alone shall make all determinations of work orders award and distribution as described under the terms of this contract.

PROPOSAL (Continued)

PROJECT 11780

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.

PROPOSAL (Continued)

PROJECT 11780

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 **N/A** calendar days 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)

(Witness – Print or type name)

Seal:

TITLE: President Vice-President

PROPOSAL (Continued)

PROJECT 11780

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 11780

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.

PROJECT 11780

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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 Storm Drainage Contract
ITB #623-11048 PROJECT 11780**

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

PROJECT DESCRIPTION

The work includes furnishing all labor, equipment, materials and performing all related operations in connection with the construction of various storm drainage projects throughout the City. Projects primarily include the restoration, testing and all installation of storm

pipelines ranging in size from 8 to 72 inches, storm basins and manholes of various sizes, exfiltration trenches, storm drainage wells, maintenance of storm valves and other storm water drainage components.

- 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 Elkin Diaz, P.E., whose address is N 100 Andrews Avenue, Fort Lauderdale, 33301. 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 30 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within _____ calendar days 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 _____ calendar days 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 _____.
- 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 entitles 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 RESPONSIBILITIES

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

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.
- 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 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 trails 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 **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which

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

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City 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.

SPECIAL CONDITIONS
PROJECT 11780
2012-2013 ANNUAL STORM DRAINAGE CONTRACT

GENERAL: The work includes the construction of 1-1/2-inch asphalt, exfiltration trench of various sizes, storm drainage pipe, ductile iron pipe, catch basins, manholes, concrete sidewalk, concrete curbing, Class V storm drainage well & corresponding concrete vault, and paver blocks, and other items included in contract.

All work shall be scheduled through the Office of the City Engineer. An official Departmental notification form (Work Order) will be given to the Contractor containing the date, time, location sketch, and amount of work to be done as one job or work-order. This form will be authorization to start work. **The Contractor shall commence each authorized portion of work within ten (10) business days of notification. Upon notification and prior to commencing work, the Contractor shall provide the City's contract manager a cost estimate to the Work Order, a 100% surety bond over the cost of each work order, and reasonable number of working days that will be required for the specific work order** (unless the notification form states the number of working days to be allowed). The work shall be completed within the number of working days agreed upon between the Engineer and Contractor, subject to extensions allowed by the Engineer due to unfavorable weather or other allowable causes substantiated by the Contractor. Failure to complete the work order on time may require the City to charge the contractor liquidated damages. See Special Conditions page SC-4.

The Contractor shall provide the City Engineering Inspector, as built field quantities and/or measurements specific to each Work Order (matching up with the City's format) within a maximum period of ten (10) working days after the Work Order is completed. Quantities shall be reported in excel, word or similar format, signed off by the Contractor's Project Manager(s). Any pay request submitted to the City by the Contractor shall include this as-built data, and four (4) originally signed copies of the request (with completed work broken down specifically per contract line item). Pay requests shall also not exceed a period of 30 working days following each Work Order completion, as verified by the City Engineering Inspector. Submissions by the Contractor exceeding this time period shall not be considered for payment (barring unforeseen events, and/or without prior consent by the City).

WORK SCHEDULING: All work shall be scheduled through the office of the City Engineer. The Contractor will be provided by the office of the City Engineer with a notification indicating the location and amount of work to be performed for each of the estimated work locations. The Contractor will be notified of work to be performed on an on-going basis as the City becomes aware of the demand for such work. The Contractor shall mobilize to perform the work within ten (10) calendar days after being notified by the City of the work. No new work notifications shall be issued by the City until the Contractor has completed all work derived from any previous work notification, unless agreed upon by the Contractor and the Engineer. Prior to mobilization, the Contractor shall provide a work schedule for the Engineer's approval. The Contractor shall be subject to the time periods stipulated on the approved schedule. Time extensions shall be granted by the Engineer due to unfavorable weather or other allowable causes substantiated by the Contractor. Failure to complete the work of any work notification within the timeframe stipulated on the approved schedule shall subject the Contractor to liquidated damages.

SPECIAL CONDITIONS (Continued)**PROJECT 11780**

MOBILIZATION AND DEMOBILIZATION: Work under this item shall include moving of equipment on and off job, providing sanitary facilities, maintenance of traffic, insurance and bonds. Work that is extended from a work area that is identified in a work notification, but, is not in itself identified on the original work notification, shall not present a basis for additional mobilization payments provided that the extended work is within 1 mile of the area identified in the original work notification.

MAINTENANCE OF TRAFFIC: Maintenance of traffic shall be the responsibility of the Contractor and shall be in accordance with the applicable standards of the MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

Prior to proceeding with any work under this contract, the Contractor shall provide the Project Engineer for his approval, a maintenance of traffic plan to show how the traffic flow will be maintained. The Contractor shall be responsible to provide and maintain all barricades, traffic controls, pavement markings, staging, and labor throughout the project.

RESTORATION: When construction takes place in County roads and/or State roads, all work pertaining to pavement restoration, resurfacing, backfilling, compaction, etc., shall be done according to the corresponding government agencies' specifications. When construction takes place in City right-of-way, pavement and/or swale restoration shall be done according to the City of Fort Lauderdale's details.

If the Contractor's operations during the construction of this project changes, alters, or damages in any way or form the existing condition of public property (asphalt, pavement, swales, sidewalks, existing utilities) and/or private property (landscaping, irrigation, driveways, personal property), he shall be responsible for repairing and/or replacing same to its condition before the damage, or better at his own expense at no additional cost to the City.

CLEANING DURING CONSTRUCTION

1. The contractor must wet down the street surface prior to sweeping and as needed/required by the Engineering Inspector in order to prevent blowing of dust and debris, at least weekly.
2. The contractor must provide a container for collection and disposal of waste materials, debris, and rubbish, and at weekly intervals, dispose of waste and debris from construction site at approved permitted facility.
3. At the conclusion of each construction operation's day, the contractor must thoroughly clean all spilled dirt, gravel, or other foreign materials from street, sidewalks, and driveways.

SURVEYING: The City shall be responsible for providing survey services and as-built drawings for all work.

The Contractor shall not cover any installed pipe, bends, or fittings installed until they have been located by the City's Survey crews for the purpose of preparing "as-builts." Contractor shall provide all safety devices, barricades and all other materials or methods necessary to ensure public safety and proper maintenance of traffic while the pipe is exposed. In the event that the Engineer determines the traffic or safety conditions require that the trench be backfilled prior to location, the Contractor shall, under the direct supervision of the City Inspector on site, provide and maintain a minimum of two (2) above-ground physical reference points with distances to the fittings in question. Said reference points shall be maintained for a minimum of forty-eight (48) hours after backfilling.

SPECIAL CONDITIONS (Continued)**PROJECT 11780**

If the above conditions are not met, for any reason, the Contractor shall bear the cost of potholing the constructed installation for the preparation of "as-builts." All restoration required by potholing shall be the sole responsibility of the Contractor

QUANTITIES: The Contractor shall be responsible for taking off all pipe lengths and required fittings. The pipe and fittings and other quantities indicated in the Proposal are for the Contractor's convenience only. These quantities represent only approximations of the actual material required for construction of this project. The City reserves the right to increase, decrease, or completely eliminate items in the Proposal and adjust the contract amount accordingly.

PERMIT REQUIREMENTS AND FEES:

1. In the event that (parts of) construction of a project takes place in streets under Broward County jurisdiction, the Contractor shall apply for and obtain the necessary permits from Broward County Engineering Division, including all applicable security bonds.
2. In the event that (parts of) construction of a project takes place in Florida Department of Transportation's rights-of-way, the City will apply for and obtain the necessary permits.
3. The Contractor must apply and obtain permits from the City of Fort Lauderdale Fire-Rescue and Building Department for any work conducted within the private property.
4. The City will reimburse the cost of all permit fees and bond premiums (not the bond amount) for work performed within private property, County or State right-of-way, when Contractor provides original receipt(s).
5. Work shall not start before all required permits are in-hand.

DAMAGE OF WATER SERVICE LINES: If the Contractor, during the construction of the new systems, damages any number of water service lines (2-inches and smaller size diameter pipe), he/she shall repair and/or replace these lines immediately in order not to cause the residents unnecessary inconvenience. The cost of the repair and/or replacement of these water service lines will be borne by the Contractor.

MAINTENANCE OF EXISTING UTILITY SERVICES: The Contractor shall fully cooperate at all times with the Owner in order to maintain utility service with the least amount of interference and interruption possible. Public health and safety considerations shall exceed all others and the Contractor's schedule, plan and work shall at all times be subject to alteration and revision, if necessary, for public health and safety consideration. The creation of a public nuisance will not be permitted. In no case will the Contractor be permitted to interfere with any existing service until all materials, supplies, equipment, tools and incidentals necessary to complete the work are on the job site.

CONTRACT DATES: The termination date for issuance of work under this contract shall be when the funds are depleted or contract expiration date, whichever comes first. Contract expiration date is two (2) years from effective date of Agreement. All work orders issued before the contract expiration date must be completed under the terms and conditions of this contract even if the contract has expired.

SPECIAL CONDITIONS (Continued)**PROJECT 11780**

CONTRACT EXTENSION: Prior to the end of the Contract, the successful Contractor shall be given the option of renewal for an additional three (3), one- year periods, by mutual agreement, in writing, at the City's request. Renewal of this contract would be limited by appropriations of funds for the subsequent year.

LIQUIDATED DAMAGES: If Contractor fails to complete the work within the specified time frame for each work order notification (reasonable number of working days agreed by the City Engineer and the Contractor to complete a work order), the Contractor will pay to the City, as liquidated damages and not as a penalty, the sum of \$250 for each and every day thereafter which may exceed the stipulated time for its completion or expiration of the contract time that the work remains incomplete. The City and the Contractor agree that if the work is not completed within the specified timeframe for each work order notification, the City's damages would be extremely difficult or impracticable to determine and that the amount set forth herein is a reasonable estimate of and reasonable sum for such damages. The City may deduct any liquidated damages due from the Contractor from any amounts otherwise due to the Contractor under the Contract Documents.

FAILURE TO COMPLETE WORK ON TIME

If all the work called for under the contract is not completed before or upon the expiration of the Contract time, damage will be sustained by the City. Since it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City the sum specified for each and every calendar day beyond the time prescribed to complete the work not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due to the Contractor under the contract. This provision will not limit any right or remedy the City may have in the event of any other default by the Contractor other than failing to complete the work within the contract time.

FAILURE TO KEEP TRAFFIC LANES OPEN

If traffic lanes are not kept open for public use on the days, at the times, and in the manner specified in the Construction Standards and Specifications and/or approved Maintenance of Traffic Regulations (MOT), damage will be sustained by the City and its residents. Since it is and will be impracticable to determine the actual damage which the City and its residents will sustain by reason of Contractor's failure to comply with the Construction Standards and Specifications, City and Contractor agree that Contractor will pay to City the sum of \$200 per hour for each and every hour that any traffic lane is not kept open for public use as required by the Construction Standards and Specifications and/or approved Maintenance of Traffic Regulations (MOT), not as a penalty, but as predetermined liquidated damages. The Contractor agrees to pay such liquidated damages as are provided for in this paragraph, and in case the same are not paid, Contractor agrees that City may deduct the amount of such liquidated damages from any money that is due or that may be due to the Contractor under the contract.

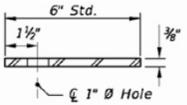
DETAILED SPECIFICATIONS

PROJECT 11780

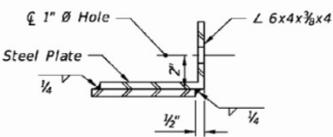


CITY OF FORT LAUDERDALE

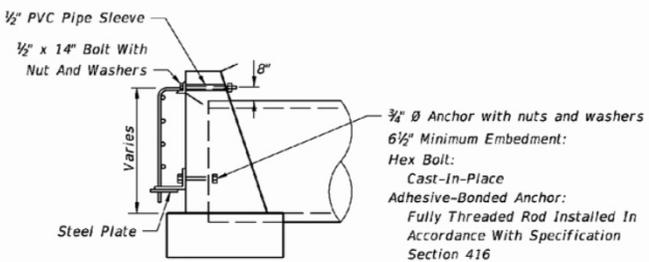
OFFICE OF THE CITY ENGINEER



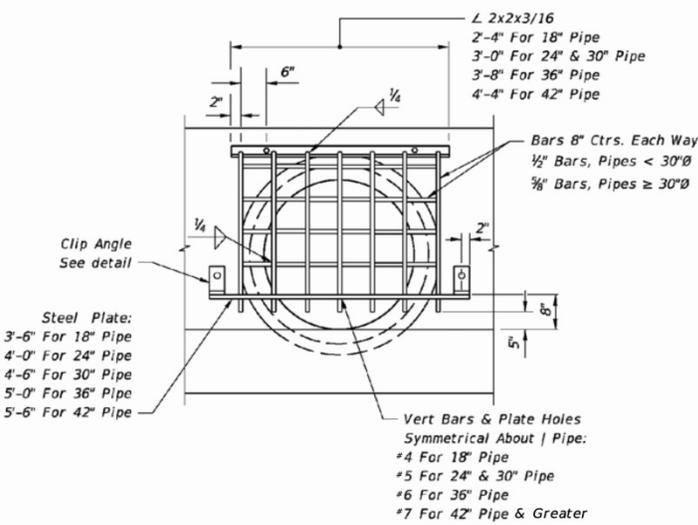
SECTION - STEEL PLATE



CLIP DETAIL



SIDE VIEW



FRONT VIEW

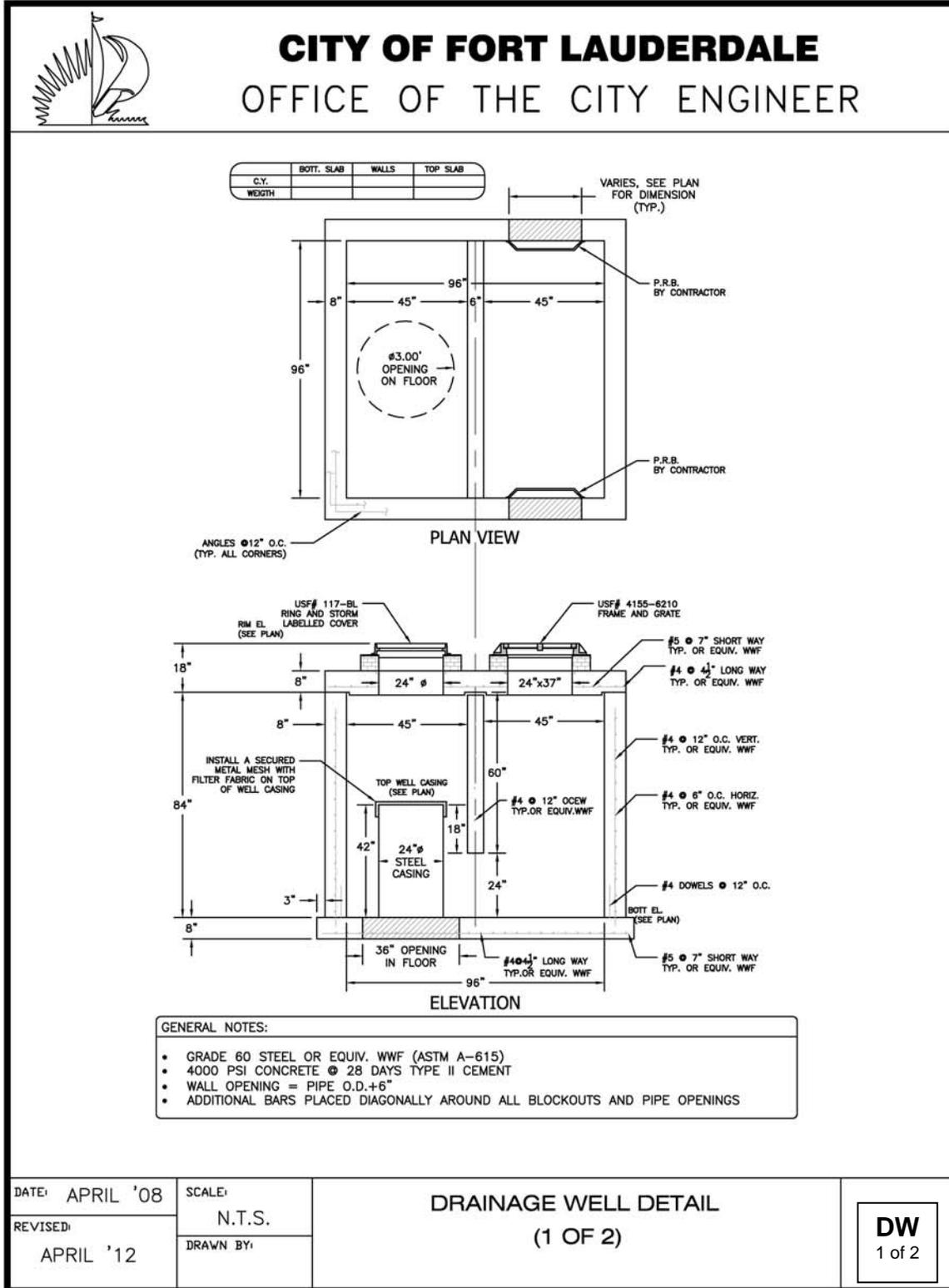
Pipe Dia.	18"	24"	30"	36"	42"
Grate (Lbs.)	48	58	74	90	111

NOTE: Guards to be constructed only at locations specifically called for in plans. Guard, plate & clips, bolts, nuts, and sleeves to be included in the contract unit price for stainless steel.

DATE: APRIL '08	SCALE: N.T.S.	ALUMINUM GUARD GRATE AT OUTFALL PIPE ENDS	AG 1 of 1
REVISED: APRIL '12	DRAWN BY: C.M.B.		

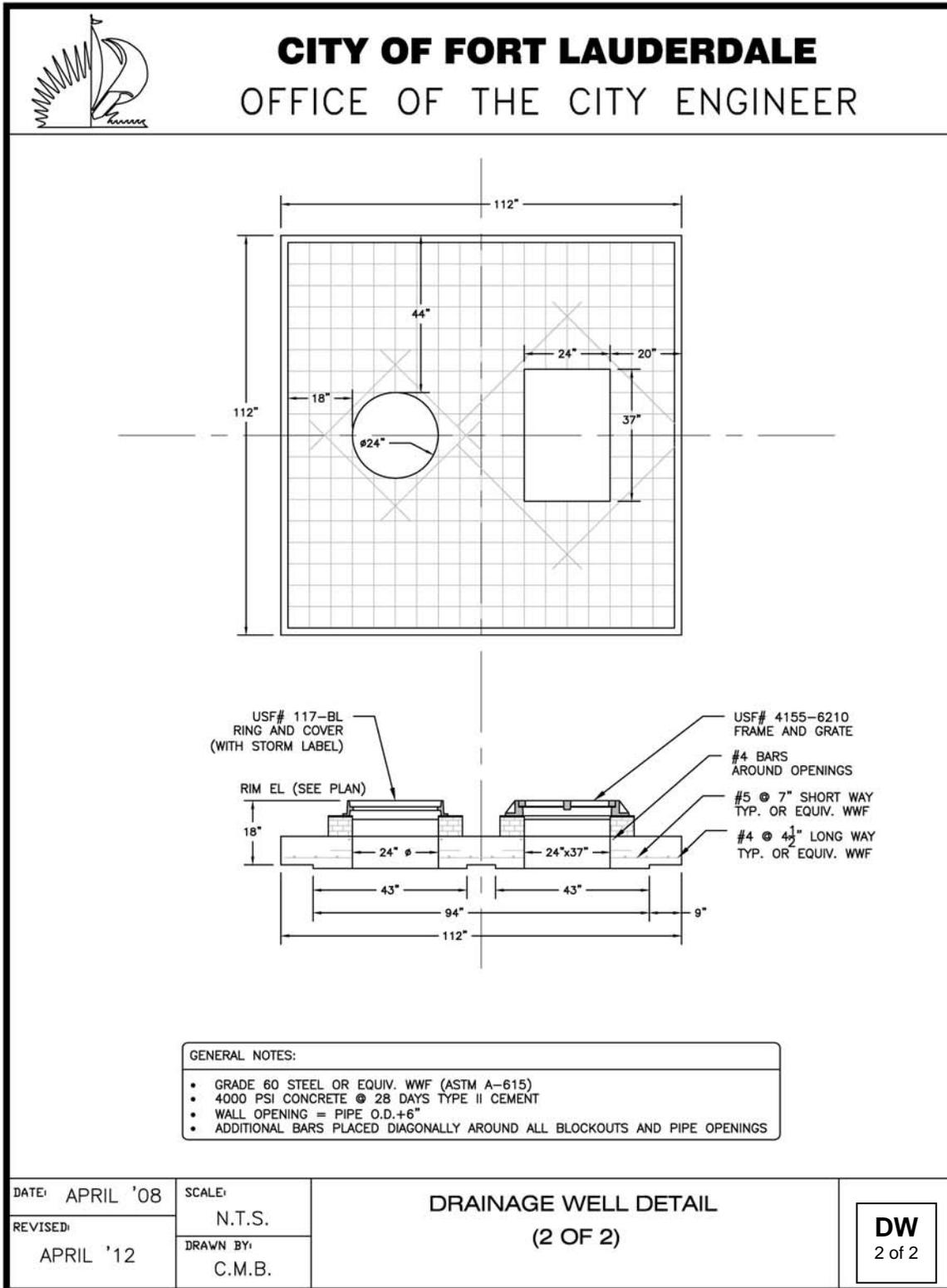
DETAILED SPECIFICATIONS

PROJECT 11780



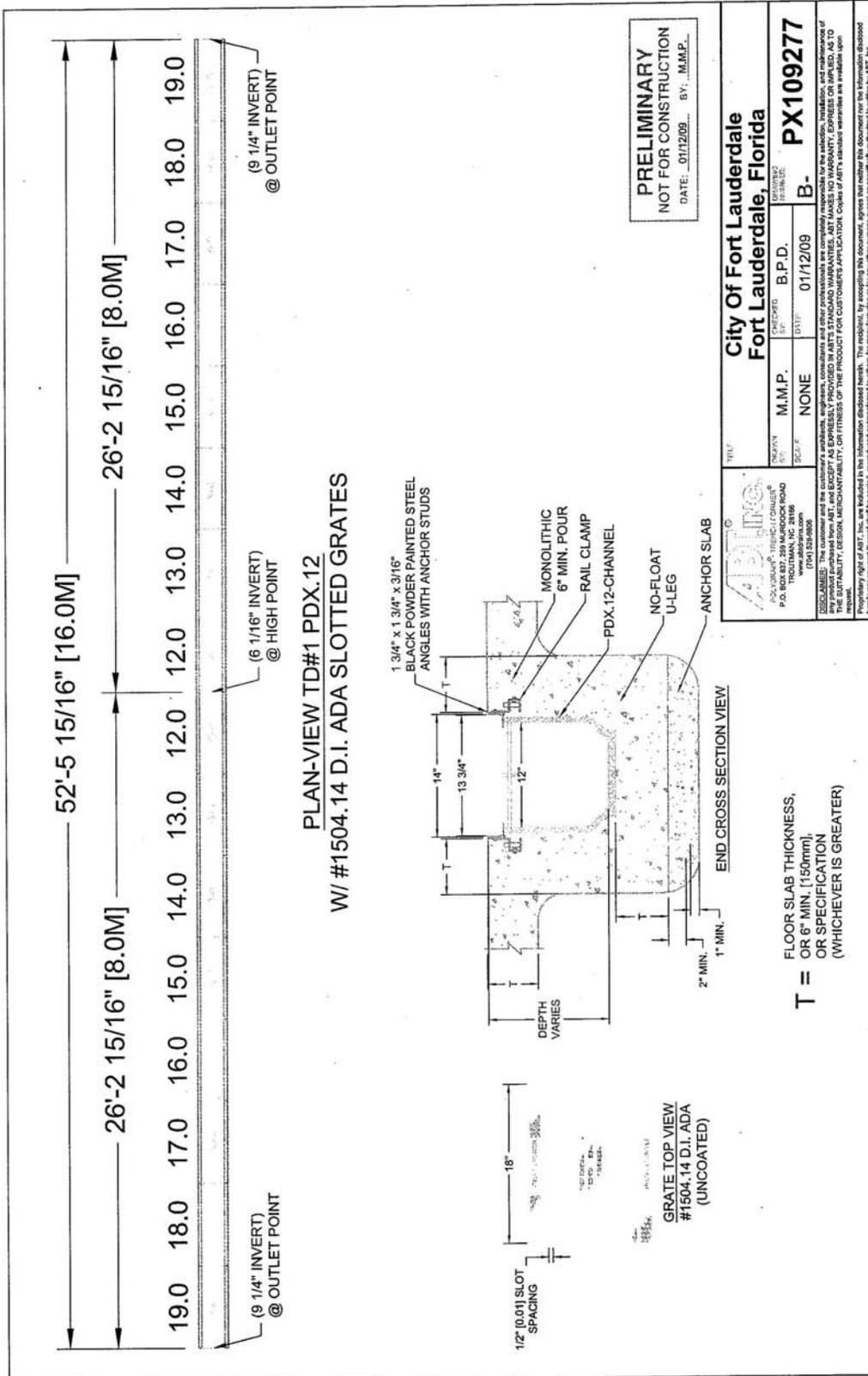
DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780

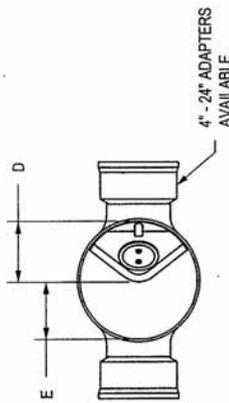
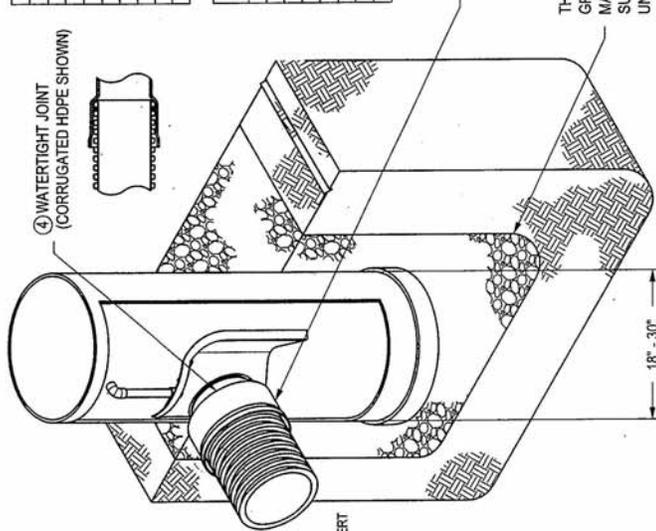
NYLOPLAST DRAIN BASIN WITH SNOOT

② INTEGRATED DUCTILE IRON FRAME & GRATE TO MATCH BASIN O.D.

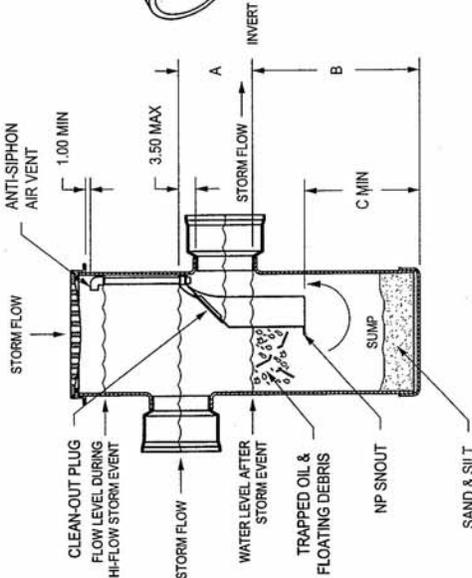


⑤ ADAPTER ANGLES VARIABLE 0° - 380° ACCORDING TO PLANS

④ WATERTIGHT JOINT (CORRUGATED HDPE SHOWN)



4" - 24" ADAPTERS AVAILABLE



- ① - SNOOT AVAILABLE WITH ALL 18" - 30" STRUCTURE OPTIONS (CUSTOM BASIN, ROAD & HIGHWAY & CURB INLET)
- ② - FRAMES, GRATES, HOODS, & BASE PLATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-90-05
- ③ - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS SEE DRAWING NO. 7004-110-046
- ④ - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3217 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
- ⑤ - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 380°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7004-110-043, 7004-110-044, & 7004-110-045

BASIN SIZE	D	E	OPEN AREA W/ SNOOT	SNOOT PART #	OPEN AREA W/O SNOOT
18"	9.46	8.52	181.34	5618AG0412	254.07
24"	12.24	11.59	260.50	5624AG0418	446.00
30"	15.25	15.50	508.95	5630AG0418	742.40
30"	21.75	8.89	354.63	5630AG24	742.40

PERCENTAGE OF SNOOT OPEN AREA VS OUTLET PIPE OPEN AREA	PIPE SIZE	5618AG0412	5624AG0418	5630AG0418	5630AG24
4"	551%	895%	1395%	2469%	
6"	257%	417%	651%	1153%	
8"	145%	235%	366%	649%	
10"	93%	150%	235%	415%	
12"	63%	102%	159%	281%	
15"	N/A	67%	104%	184%	
18"	N/A	46%	72%	127%	
24"	N/A	N/A	N/A	72%	

PIPE SIZE	A	B	B	B	B	C
4"	7.51	24.18	30.05	35.87	42.00	
6"	9.25	22.44	28.31	35.13	42.00	
8"	11.29	24.40	30.27	37.09	46.00	
10"	13.21	26.48	32.35	39.17	50.00	
12"	15.05	28.64	34.51	41.33	54.00	
15"	17.78	N/A	37.78	44.60	60.00	
18"	20.98	N/A	40.58	47.40	66.00	
24"	27.79	N/A	N/A	59.98	84.00	

① VARIOUS TYPES OF INLET & OUTLET ADAPTERS AVAILABLE: 4" - 24" FOR CORRUGATED HDPE (ADS N-12, ADS SINGLE WALL, HANCOR DUAL WALL), SDR 35, SCH 40 DWV, CORRUGATED & RIBBED PVC

THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

THIS PRINT DISCLOSES SUBJECT MATTER IN WHICH NYLOPLAST HAS PROPRIETARY RIGHTS. THE RECEIPT OR POSSESSION OF THIS PRINT DOES NOT CONFER, TRANSFER, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN. REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN, OR MANUFACTURE OF ANY ARTICLE HEREFROM, FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST.

NYLOPLAST
3130 VERONA AVE
BUFORD, GA 30518
PHN (770) 932-2443
FAX (770) 932-2480
www.nyloplast-us.com

TITLE: DRAIN BASIN WITH SNOOT
QUICK SPEC INSTALLATION DETAIL

DWG NO. 7004-110-050

DRAWN BY: EBC
DATE: 4-27-06
APPROVED BY: CIA
DATE: 4-27-06

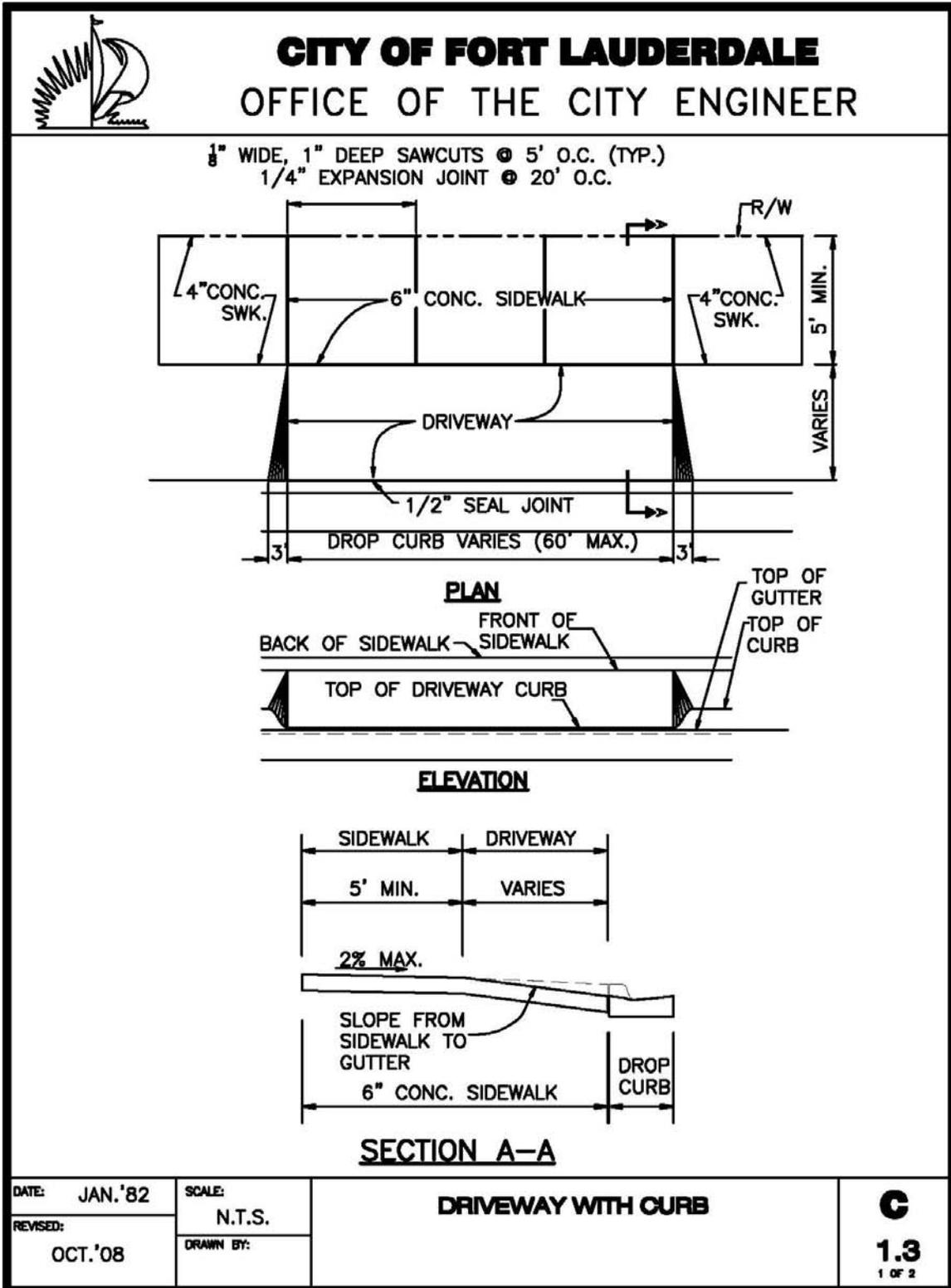
MATERIAL: NYLOPLAST
PROJECT NO./NAME: [Blank]

DWG SIZE: A
SCALE: 1:30
SHEET: 1 OF 1

REV B

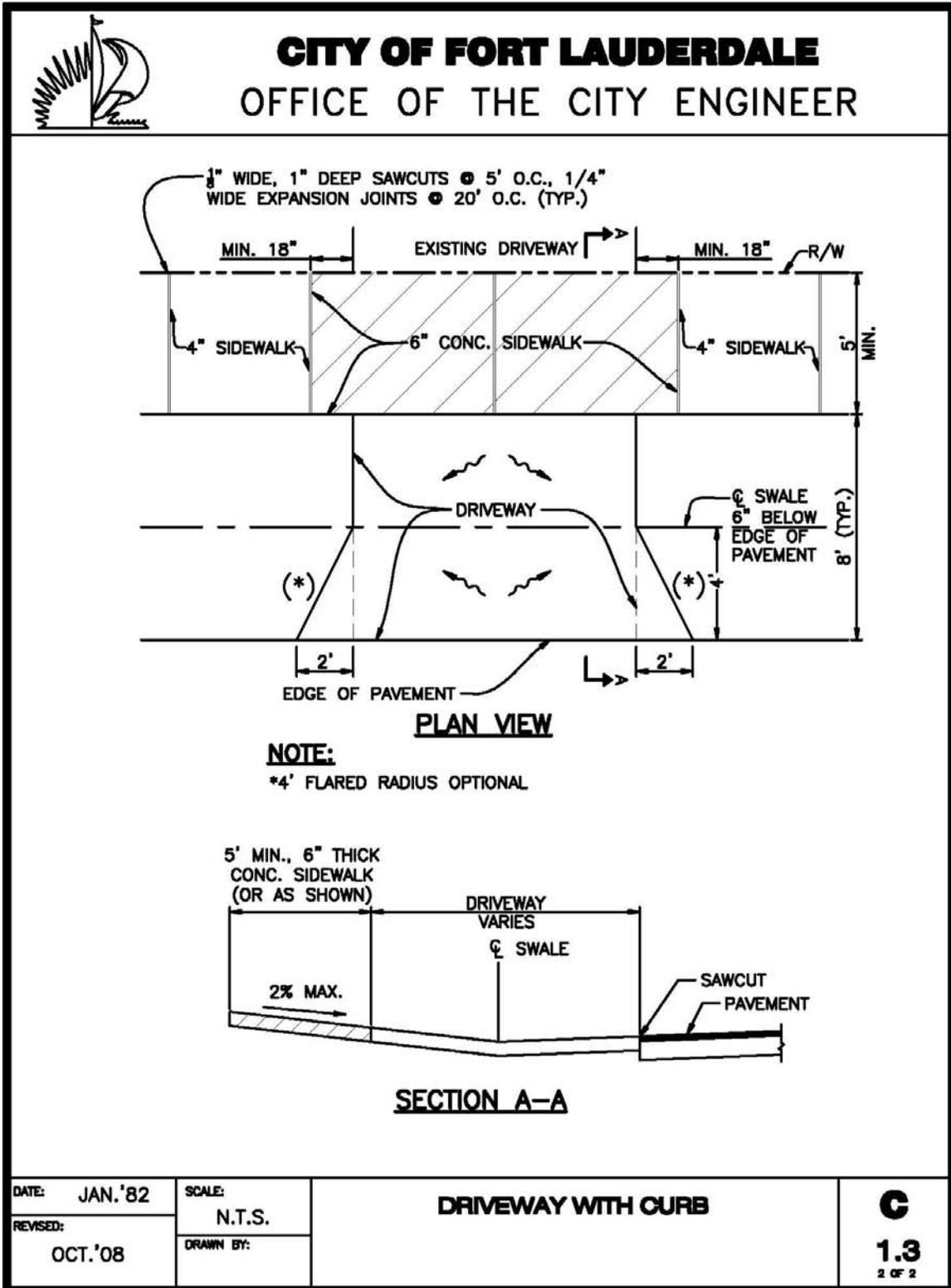
DETAILED SPECIFICATIONS

PROJECT 11780



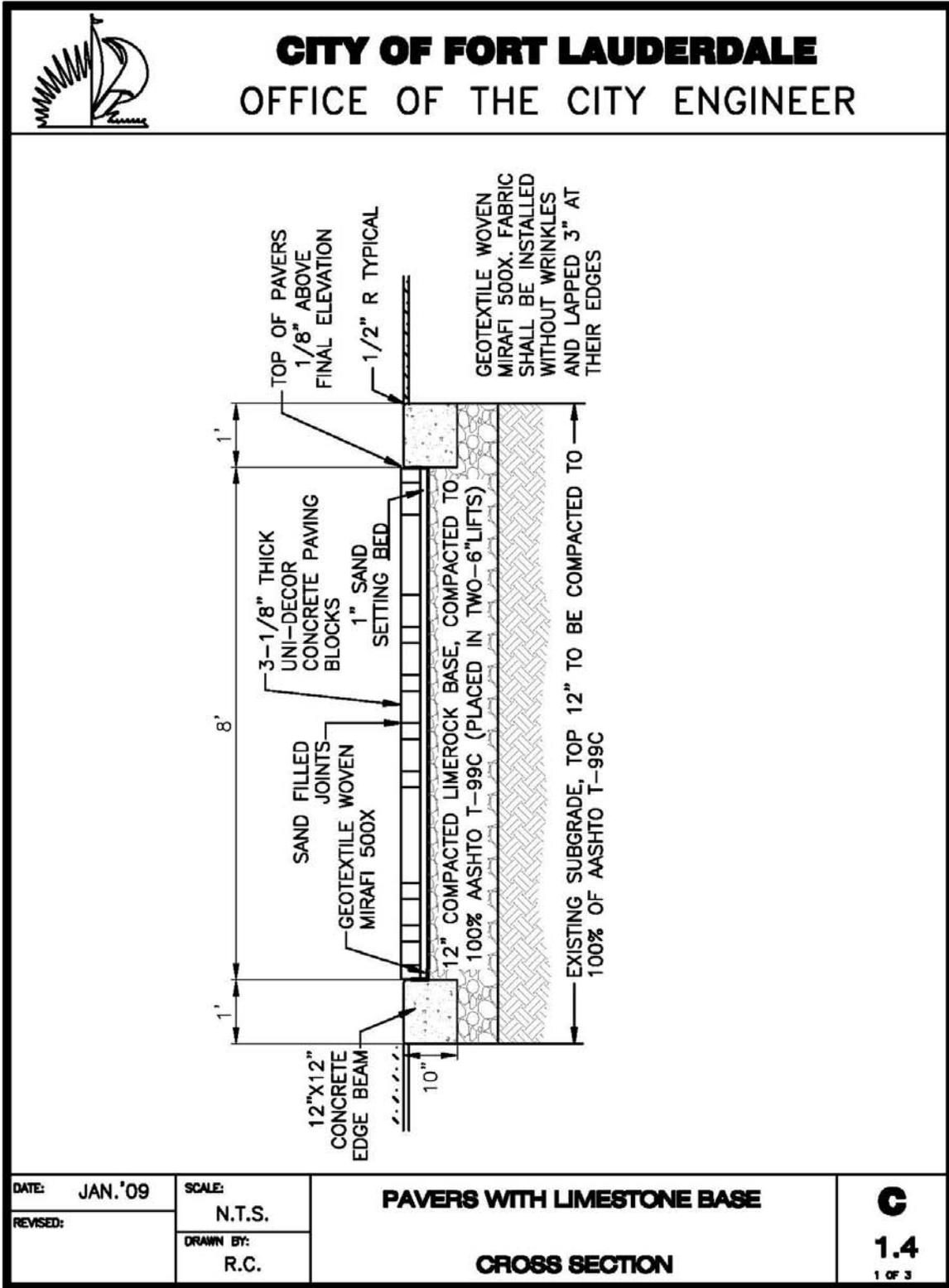
DETAILED SPECIFICATIONS

PROJECT 11780



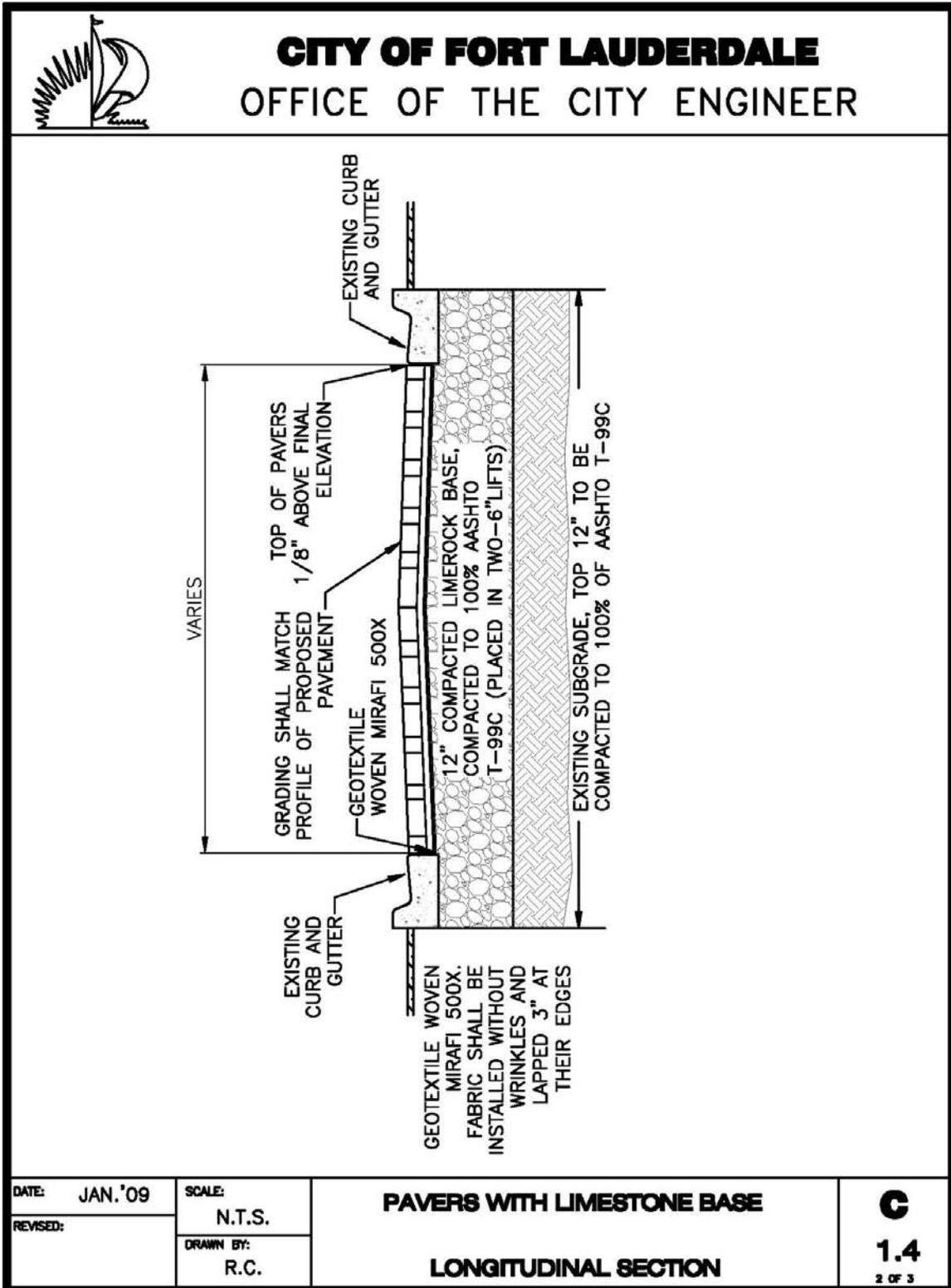
DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**

- 1) CONTRACTOR SHALL GIVE SPECIAL ATTENTION TO ACHIEVE COMPACTION REQUIREMENTS AT AREAS ADJACENT TO EDGE RESTRAINTS, CATCH BASINS, AND UTILITY STRUCTURES.
- 2) CONTRACTOR SHALL FORM THE INTENDED SURFACE PROFILE OF THE BASE SO THAT THE PAVERS CAN BE PLACED ON A UNIFORM THICKNESS OF BEDDING SAND.
- 3) SURFACE OF COMPACTED BASE SHALL BE SMOOTH WITH A SURFACE SMOOTHNESS MAXIMUM TOLERANCE OF $\pm 3/8"$ OVER A 10' STRAIGHTEDGE. UNEVEN AREAS OF THE LIMEROCK BASE SURFACE MUST BE MADE LEVEL PRIOR TO PLACING THE BEDDING SAND. BEDDING SAND SHALL NOT BE USED TO COMPENSATE FOR AN UNEVEN BASE.
- 4) CONTRACTOR SHALL ENSURE THAT ALL SURROUNDINGS CONTAINING EDGES, AND COMPACTED BASE ARE COMPLETED PRIOR TO INITIATING PAVER INSTALLATION.
- 5) BEDDING SAND SHALL CONFORM TO ASTM C33 (CONCRETE SAND) WITH 0% PASSING NO.200 SIEVE. SPREAD BEDDING SAND AT OPTIMUM MOISTURE CONTENT EVENLY OVER BASE AND SCREED SAND TO AN EVEN THICKNESS OF 1" ($\pm 3/16$ in.). THE SCREEDED SAND SHOULD NOT BE DISTURBED.
- 6) LAY PAVERS IN THE PATTERN INDICATED. MAINTAIN STRAIGHT JOINT LINES. JOINTS BETWEEN PAVERS SHALL BE CONSISTENT AND BETWEEN 1/16 TO 1/8 INCH WIDE.
- 7) AFTER AN AREA OF PAVERS ARE PLACED, IT SHALL BE COMPACTED WITH A VIBRATING PLATE COMPACTOR, EXERTING 5000 LBS. OF CENTRIFUGAL COMPACTION FORCE, WITH SURFACE CLEAN AND JOINTS UNSANDED. A MINIMUM OF THREE PASSES SHALL BE MADE. PLATE VIBRATOR SHALL HAVE A RUBBER MAT OR ROLLER FEET TO AVOID CHIPPING THE PAVERS.
- 8) JOINT SAND SHALL BE FINER THAN THE BEDDING SAND TO FACILITATE FILLING OF THE JOINTS. THIS CAN OBTAINED BY PASSING THE BEDDING SAND THROUGH A No. 8 SIEVE. AFTER THE FIRST PASS OF THE PLATE COMPACTOR, DRY JOINT SAND SHALL BE SWEEP INTO THE JOINTS AND THE PAVERS COMPACTED, REPEAT THE PROCESS UNTIL THE JOINTS ARE FILLED WITH SAND. WET SAND SHALL NOT BE INSTALLED.
- 9) CONTRACTOR SHALL LEAVE TOP OF PAVERS 3/16" ABOVE FINAL ELEVATION TO COMPENSATE FOR POSSIBLE MINOR SETTLING.
- 10) ALL CUTS TO BE VERTICAL AND TRUE, NO EDGE PIECE TO BE SMALLER THAN 1/3 FULL PAVER SIZE.

DATE: JAN.'09	SCALE: N.T.S.	PAVERS WITH LIMESTONE BASE	C
REVISED:	DRAWN BY: R.C.		

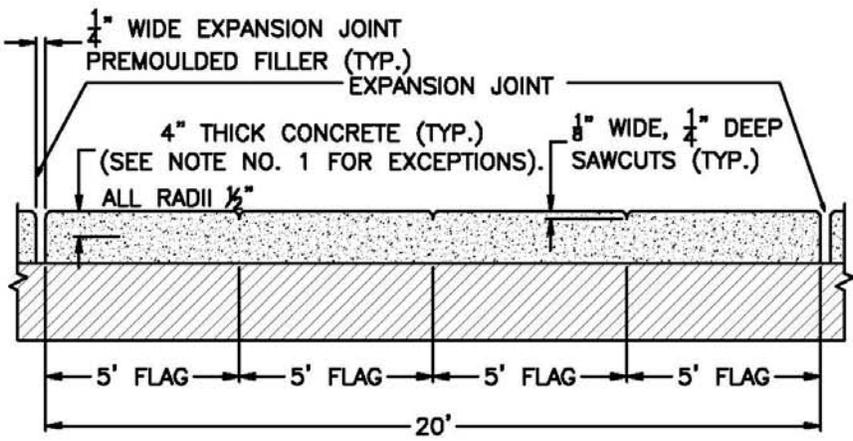
DETAILED SPECIFICATIONS

PROJECT 11780

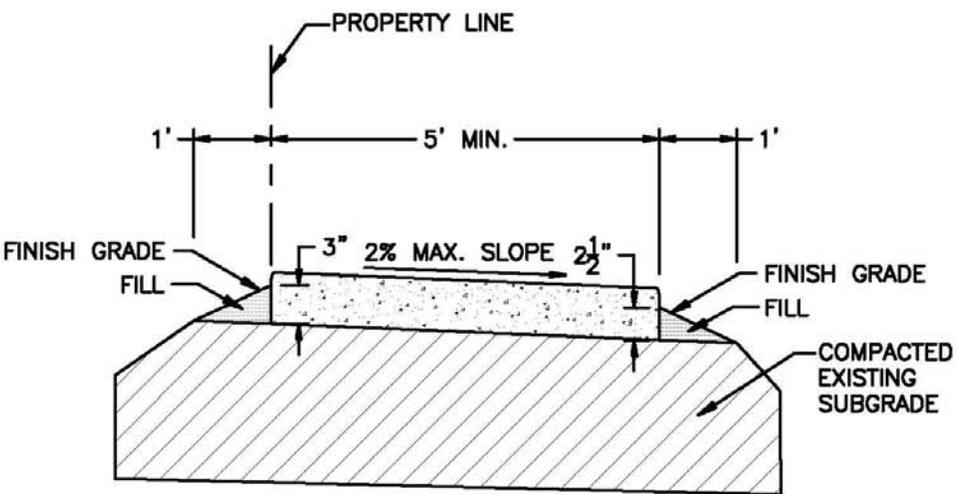


CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



1/4" WIDE EXPANSION JOINT
PREMOULDED FILLER (TYP.)
EXPANSION JOINT
4" THICK CONCRETE (TYP.)
(SEE NOTE NO. 1 FOR EXCEPTIONS).
ALL RADII 1/2"
1/8" WIDE, 1/4" DEEP
SAWCUTS (TYP.)
5' FLAG
20'



PROPERTY LINE
1'
5' MIN.
1'
FINISH GRADE FILL
3" 2% MAX. SLOPE 2 1/2"
FINISH GRADE FILL
COMPACTED EXISTING SUBGRADE

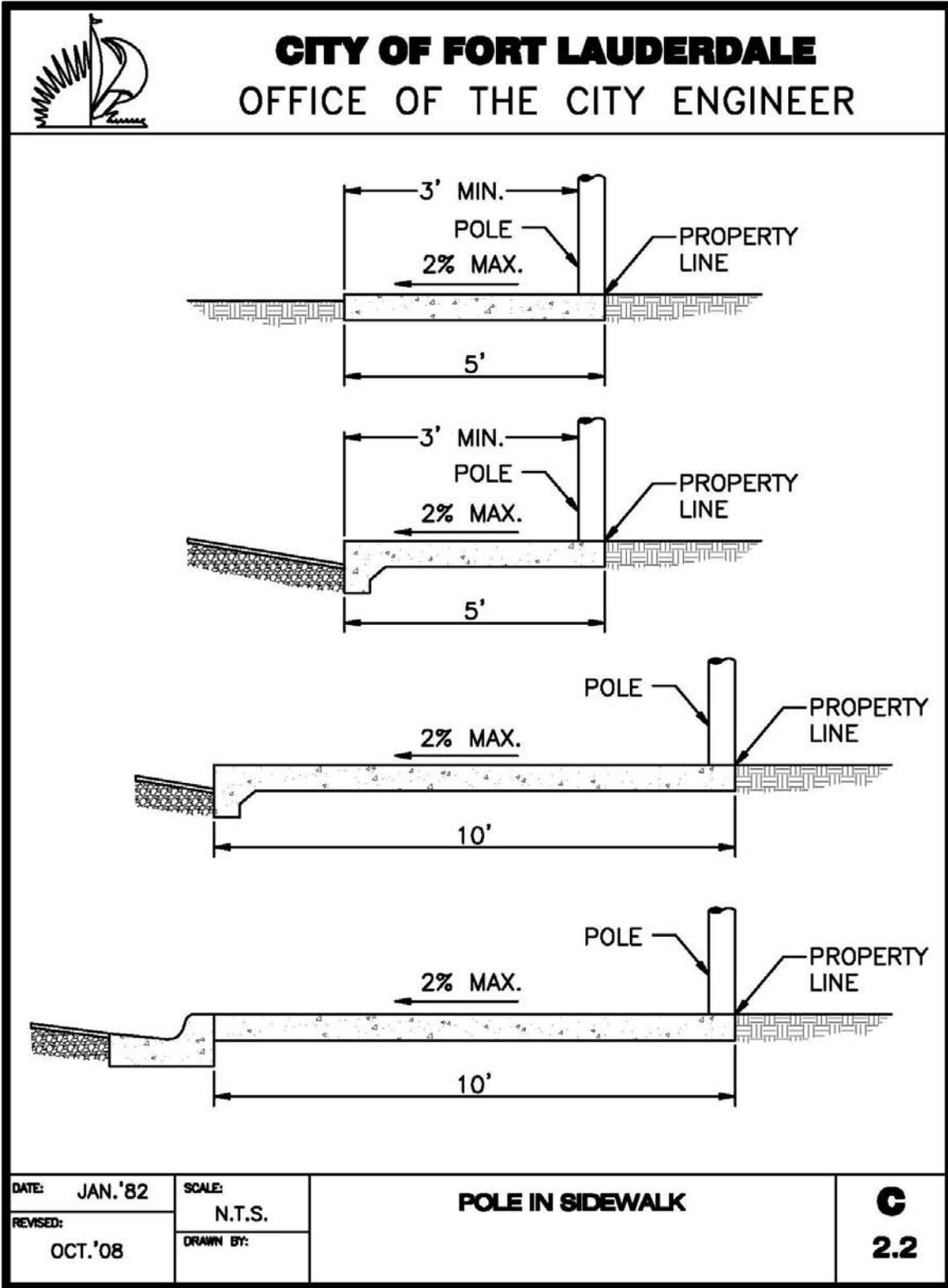
NOTES:

1. A MINIMUM OF 6" THICK SIDEWALK IS REQUIRED AT SIDEWALKS THROUGH DRIVEWAYS AND ON ALL COMMERCIAL SIDEWALK APPLICATIONS.
2. CONCRETE STRENGTH SHALL BE 3000 P.S.I.
3. THE USE OF REINFORCEMENT WILL NOT BE PERMITTED.
4. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

DATE: JAN.'82	SCALE: N.T.S.	SIDEWALK CONSTRUCTION	C 2.1
REVISED: OCT.'08	DRAWN BY:		

DETAILED SPECIFICATIONS

PROJECT 11780



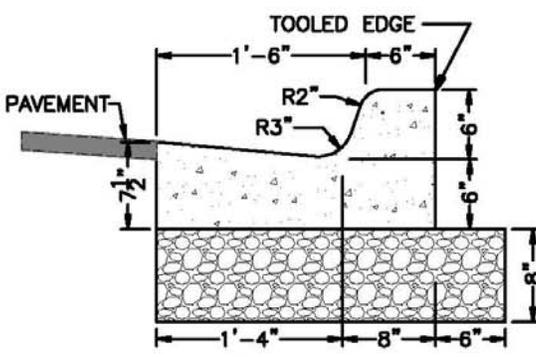
DETAILED SPECIFICATIONS

PROJECT 11780

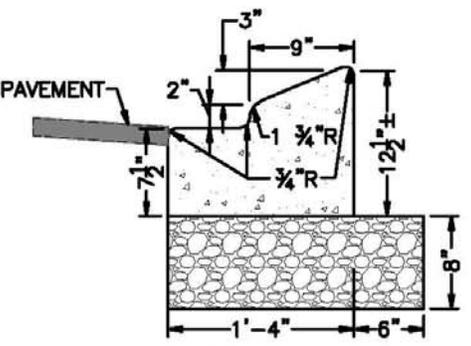


CITY OF FORT LAUDERDALE

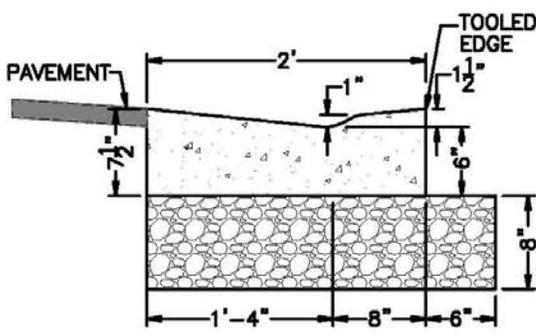
OFFICE OF THE CITY ENGINEER



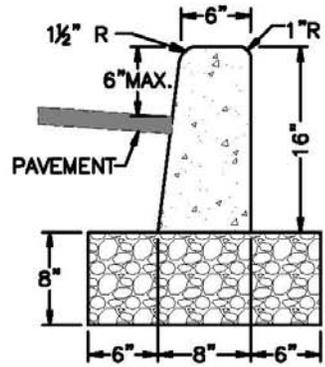
TYPE 'F' CURB & GUTTER



TYPE 'A' MEDIAN CURB



DROP CURB



TYPE 'D'

NOTE:

1. ALL CURBS MUST HAVE AN 8" THICK MINIMUM STABILIZED LIMEROCK BASE, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180.
2. ALL CONCRETE STRENGTH TO BE 3000 P.S.I.

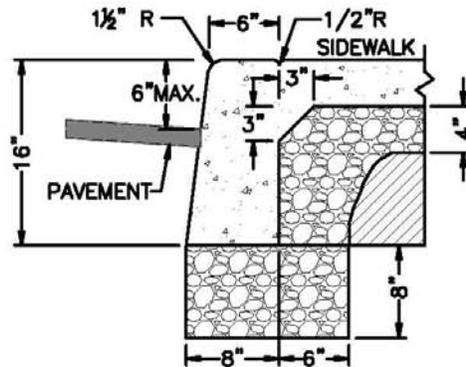
DATE: JAN.'82	SCALE: N.T.S.	STANDARD CURB DETAILS	C 3.1 1 OF 2
REVISED: OCT.'08	DRAWN BY:		

DETAILED SPECIFICATIONS

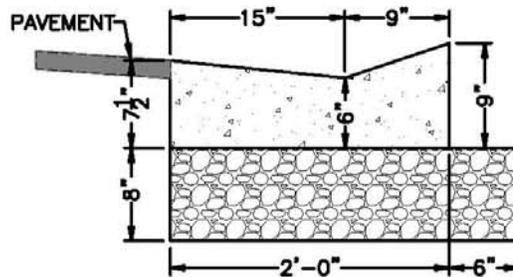
PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



16" CURB WITH SIDEWALK



V-GUTTER

NOTE:

1. ALL CURBS MUST HAVE AN 8" THICK MINIMUM STABILIZED LIMEROCK BASE, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180.
2. ALL CONCRETE STRENGTH TO BE 3000 P.S.I.

DATE:	JAN.'82
REVISED:	OCT.'08

SCALE:	N.T.S.
DRAWN BY:	

STANDARD CURB DETAILS

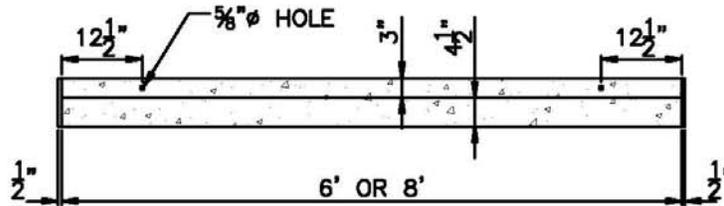
C
3.1
2 OF 2

DETAILED SPECIFICATIONS

PROJECT 11780



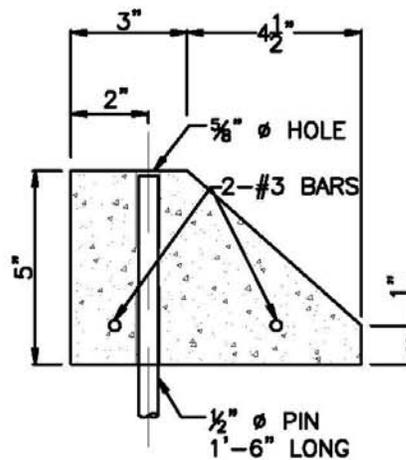
**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



PLAN



ELEVATION



SECTION A-A

DATE: JAN.'82
REVISED: OCT.'08

SCALE: N.T.S.
DRAWN BY:

STANDARD WHEEL STOP

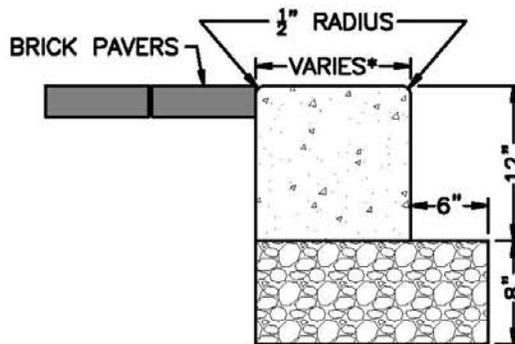
**C
3.2**

DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



HEADER CURB

- * 18" X 12" FOR ROADWAY
- 12" X 12" FOR WALKWAY & PARKING APPLICATIONS

DATE: JAN.'82	SCALE: N.T.S.	HEADER CURB	C 3.3
REVISED: OCT.'08	DRAWN BY:		

DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**

ADA CURB RAMPS GENERAL NOTES*:

1. PUBLIC SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED IN THE PUBLIC RIGHT OF WAY AT LOCATIONS THAT WILL PROVIDE CONTINUOUS UNOBSTRUCTED PEDESTRIAN CIRCULATION PATHS TO PEDESTRIAN AREAS, ELEMENTS, AND FACILITIES IN THE PUBLIC RIGHT OF WAY AND TO ACCESSIBLE PEDESTRIAN ROUTES ON ADJACENT SITES. CURBED FACILITIES WITH SIDEWALKS AND THOSE WITHOUT SIDEWALKS ARE TO HAVE CURB RAMPS CONSTRUCTED AT ALL STREET INTERSECTIONS AND AT TURNOUTS THAT HAVE CURBED RETURNS. RAMPS CONSTRUCTED AT LOCATIONS WITHOUT SIDEWALKS SHALL HAVE A LANDING CONSTRUCTED AT THE TOP OF EACH RAMP.

2. THE LOCATION AND ORIENTATION OF CURB RAMPS SHALL BE AS SHOWN IN THE PLANS.

3. CURB RAMP RUNNING SLOPES AT UNRESTRAINED SITES SHALL NOT BE STEEPER THAN 1:12 AND CROSS SLOPE SHALL BE 0.02 OR FLATTER. TRANSITION SLOPES SHALL NOT BE STEEPER THAN 1:12.

WHEN ALTERING PEDESTRIAN FACILITIES WHERE EXISTING SITE DEVELOPMENT PRECLUDES THE ACCOMMODATION OF A RAMP SLOPE OF 1:12, A RUNNING SLOPE BETWEEN 1:12 AND 1:10 IS PERMITTED FOR A RISE OF 6" MAXIMUM AND A RUNNING SLOPE OF BETWEEN 1:10 AND 1:8 IS PERMITTED FOR A RISE OF 3" MAXIMUM. WHERE COMPLIANCE WITH THE REQUIREMENTS FOR A CROSS SLOPE CANNOT BE FULLY MET, THE MINIMUM FEASIBLE CROSS SLOPE SHALL BE PROVIDED.

RAMP RUNNING SLOPE IS NOT REQUIRED TO EXCEED 8' IN LENGTH, EXCEPT AT SITES WHERE THE PLANS SPECIFY A GREATER LENGTH.

4. IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, THEN THE WALK SHALL HAVE TRANSITION SLOPES TO THE RAMP; THE MAXIMUM SLOPE OF THE TRANSITIONS SHALL BE 1:12. RAMPS WITH CURB RETURNS MAY BE USED AT LOCATIONS WHERE OTHER IMPROVEMENTS PROVIDE GUIDANCE AWAY FROM THAT PORTION OF THE CURB PERPENDICULAR TO THE SIDEWALK; IMPROVEMENTS FOR GUIDANCE ARE NOT REQUIRED AT CURB RAMPS FOR LINEAR PEDESTRIAN TRAFFIC.

* AMENDED FROM FDOT INDEX 304

DATE: JAN.'82	SCALE: N.T.S.	ADA CURB RAMPS (FOR DETAILS C4.2 - C4.9)	C 4.1 <small>1 OF 2</small>
REVISED: OCT.'08	DRAWN BY:		

DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**

ADA CURB RAMPS GENERAL NOTES *: (CONT'D)

5. CURB RAMP DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF THE CURB. DETECTABLE WARNING SURFACES SHALL BE VANGUARD, ARMOR TILE, OR APPROVED EQUAL.

6. WHERE A RAMP IS CONSTRUCTED WITHIN EXISTING EXISTING CURB, CURB AND GUTTER, AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE CURB TRANSITIONS OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE OR WALK AROUND OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5' LONG.

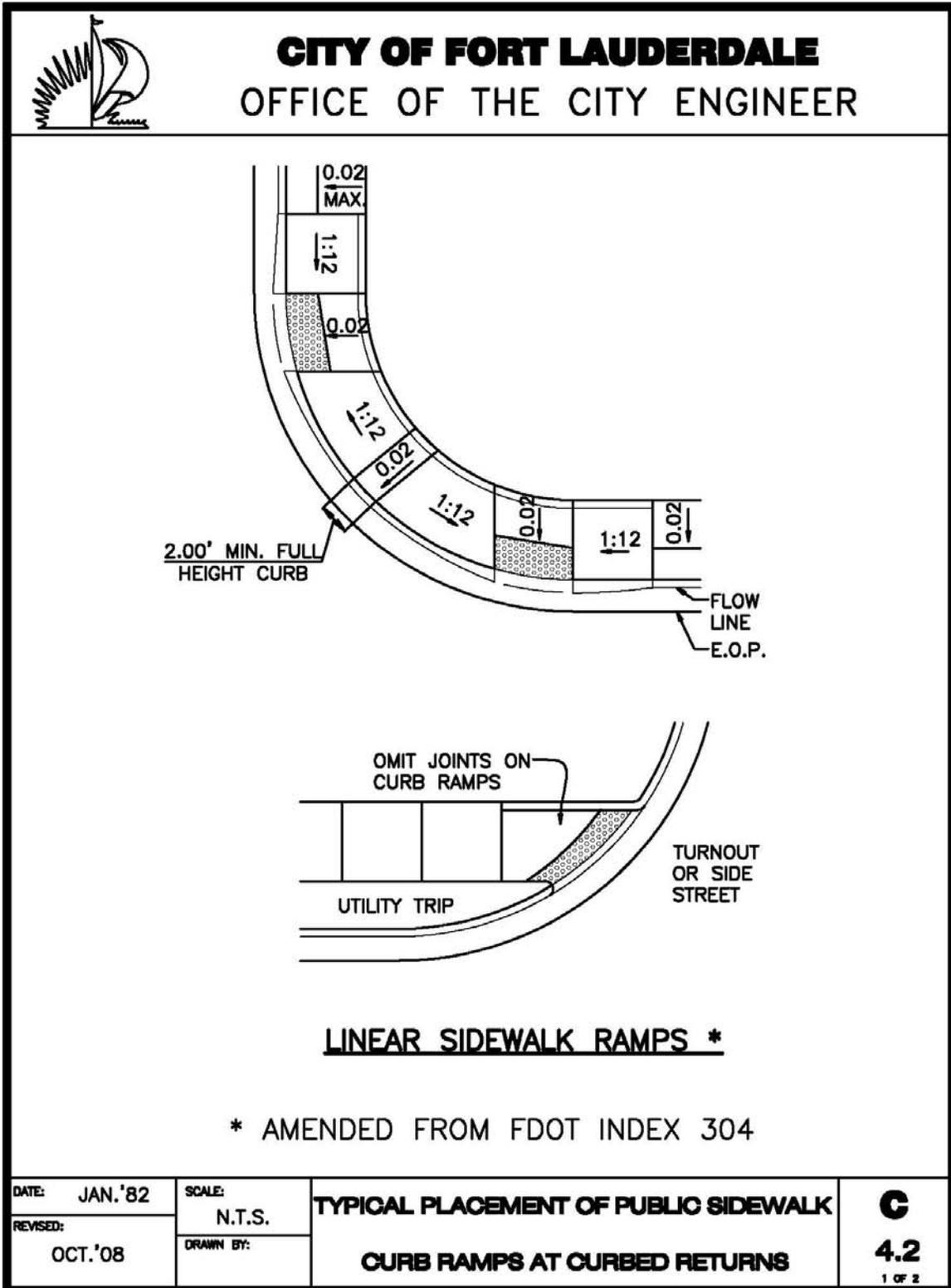
7. DETECTABLE WARNING SURFACE COLOR SHALL CONTRAST WITH SURROUNDING SURFACE AS DIRECTED BY CITY ENGINEER (DEFAULT COLOR IS YELLOW).

* AMENDED FROM FDOT INDEX 304

DATE: JAN.'82	SCALE: N.T.S.	ADA CURB RAMPS (FOR DETAILS C4.2 - C4.9)	C 4.1 <small>2 of 2</small>
REVISED: OCT.'08	DRAWN BY:		

DETAILED SPECIFICATIONS

PROJECT 11780



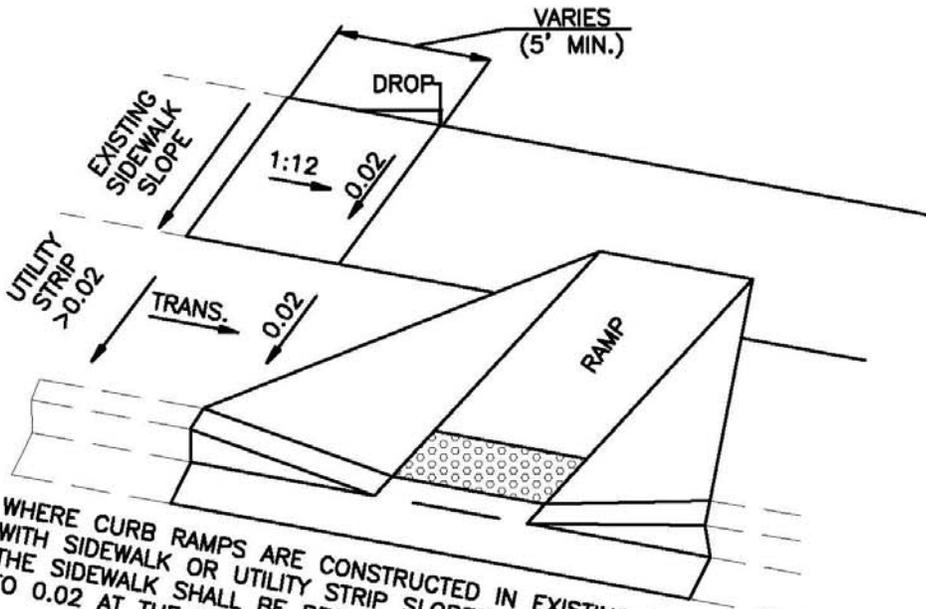
DETAILED SPECIFICATIONS

PROJECT 11780



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



EXISTING SIDEWALK SLOPE
UTILITY STRIP >0.02
TRANS. 0.02
RAMP
DROP
VARIES (5" MIN.)

WHERE CURB RAMPS ARE CONSTRUCTED IN EXISTING SIDEWALKS WITH SIDEWALK OR UTILITY STRIP SLOPES GREATER THAN 0.02, THE SIDEWALK SHALL BE RECONSTRUCTED TO REDUCE THE SLOPES TO 0.02 AT THE FLARE POINT.

SIDEWALK / UTILITY STRIP *

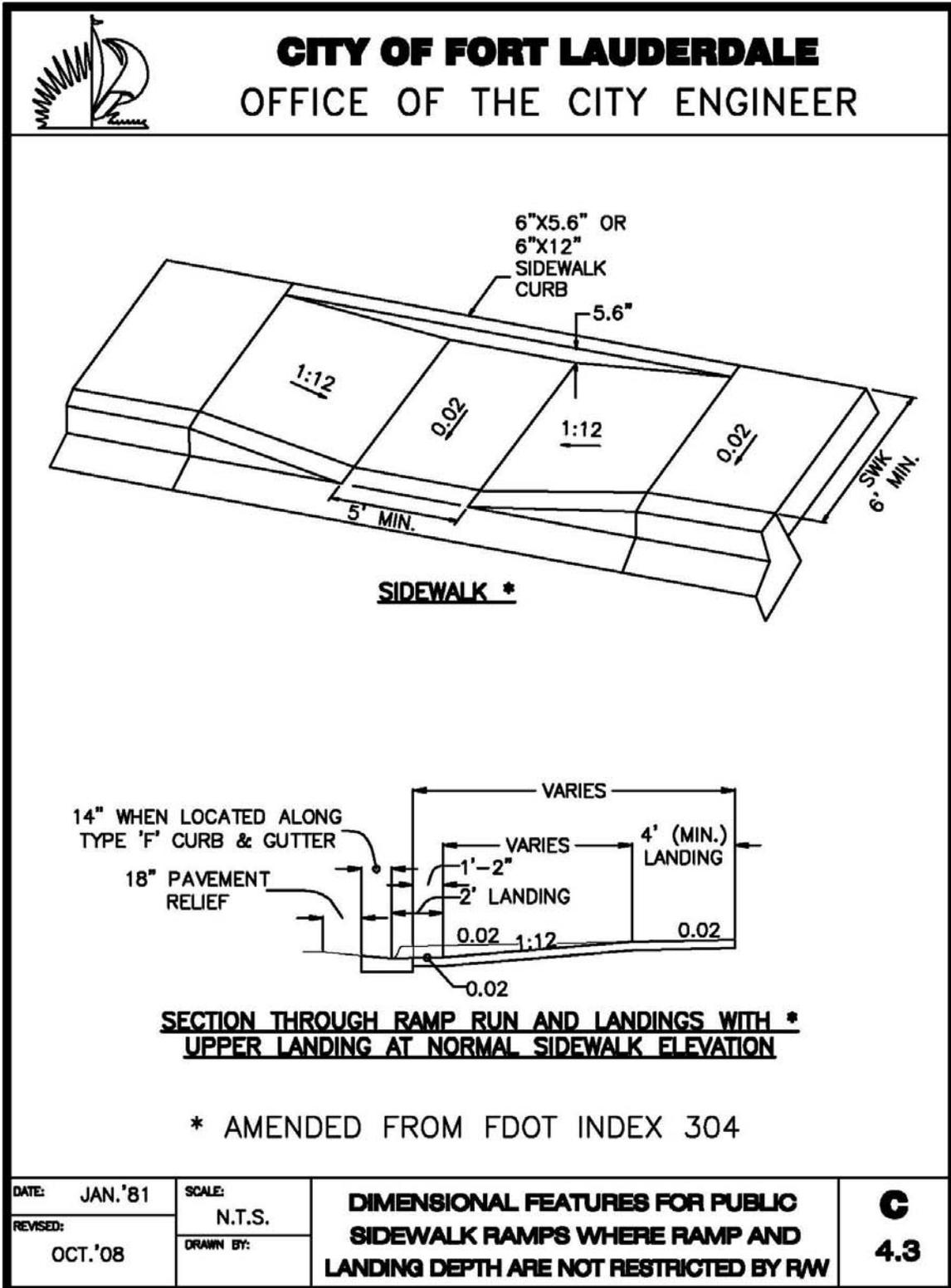
TRANSITION

*** AMENDED FROM FDOT INDEX 304**

DATE:	JAN.'82	SCALE:	N.T.S.	TYPICAL PLACEMENT OF PUBLIC SIDEWALK	C
REVISED:	OCT.'08	DRAWN BY:			
				CURB RAMPS AT CURBED RETURNS	4.2 <small>2 OF 2</small>

DETAILED SPECIFICATIONS

PROJECT 11780

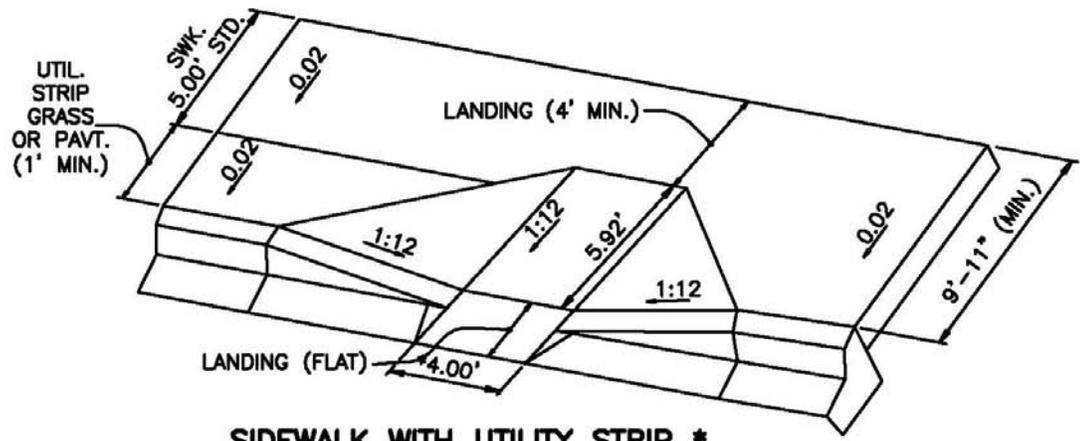


DETAILED SPECIFICATIONS

PROJECT 11780

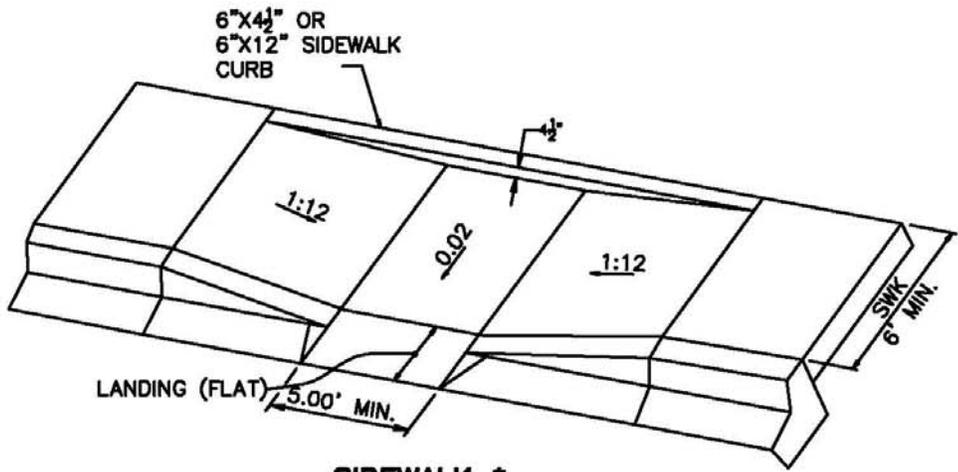


**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



SIDEWALK WITH UTILITY STRIP *

*MAY BE REDUCED TO 3' IN RESTRICTED CONDITIONS



SIDEWALK *

* AMENDED FROM FDOT INDEX 304

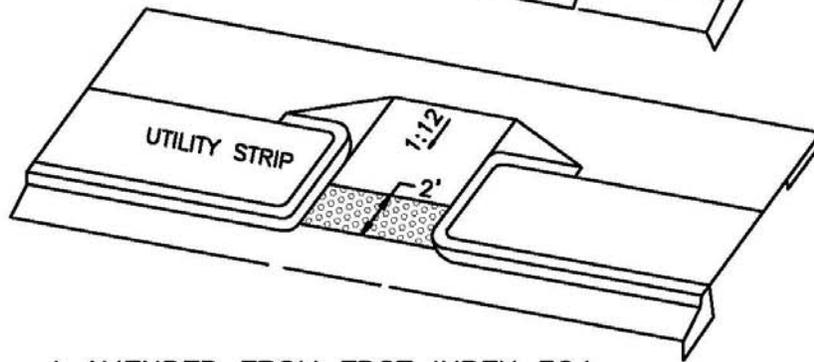
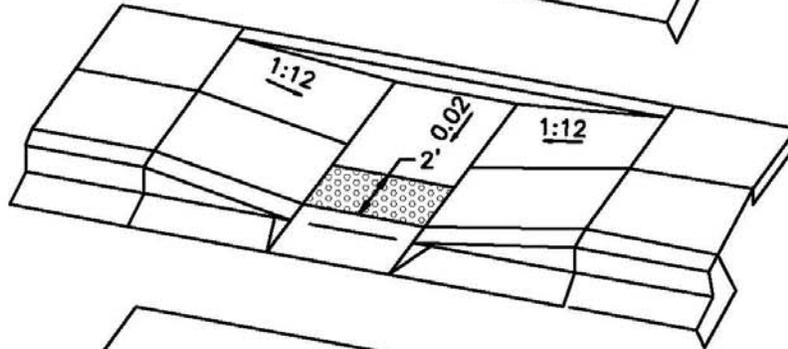
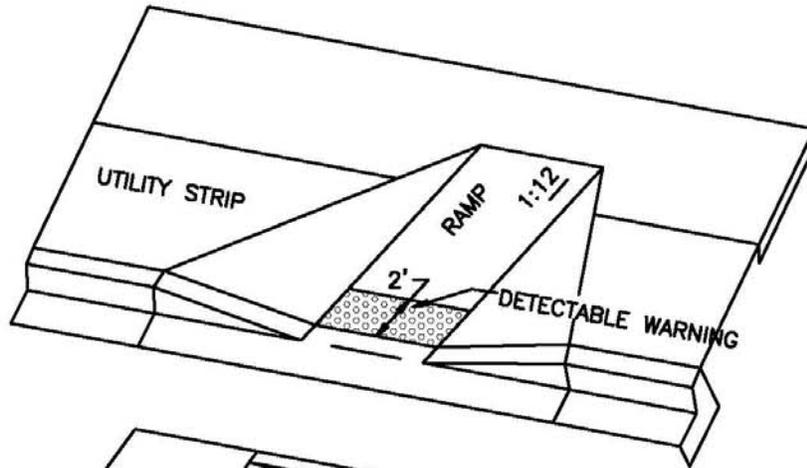
DATE: JAN.'82	SCALE: N.T.S.	DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTH ARE RESTRICTED BY R/W	C 4.4
REVISED: OCT.'08	DRAWN BY:		

DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



* AMENDED FROM FDOT INDEX 304

DATE: OCT.'08
REVISED:

SCALE:
N.T.S.
DRAWN BY:
W.D.

**TYPICAL PLACEMENT OF DETECTABLE
WARNING ON CURB RAMPS**

C
4.5
1 OF 2

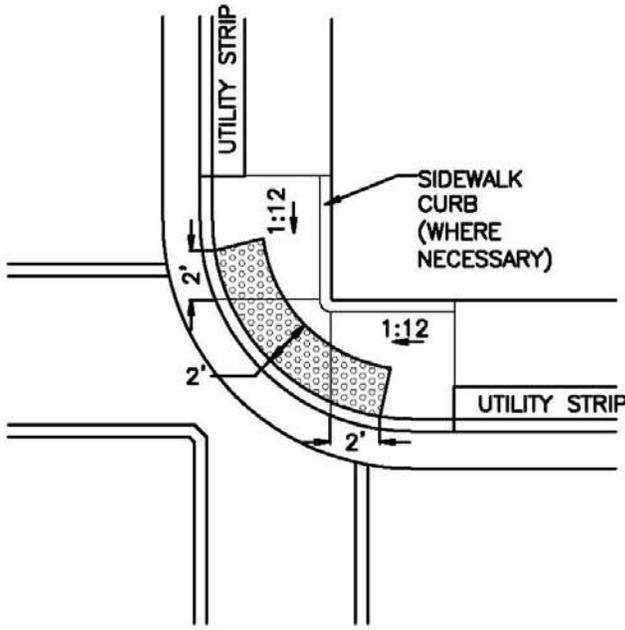
DETAILED SPECIFICATIONS

PROJECT 11780



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



UTILITY STRIP

1:12

2'

2'

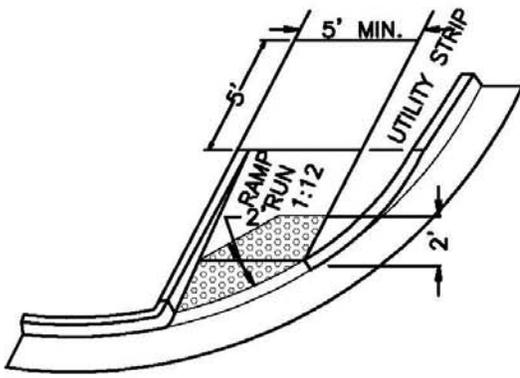
2'

2'

1:12

UTILITY STRIP

SIDEWALK CURB (WHERE NECESSARY)



5'

5' MIN.

UTILITY STRIP

RAMP RUN 1:12

2'

* AMENDED FROM FDOT INDEX 304

DATE: OCT.'08	SCALE: N.T.S.	TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS	C
REVISED:	DRAWN BY: W.D.		4.5 <small>2 OF 2</small>

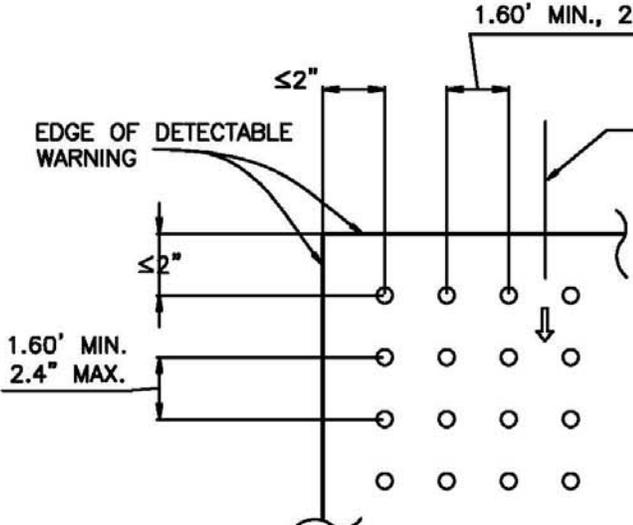
DETAILED SPECIFICATIONS

PROJECT 11780



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



EDGE OF WARNING

DETECTABLE

1.60' MIN. 2.4" MAX.

≤2"

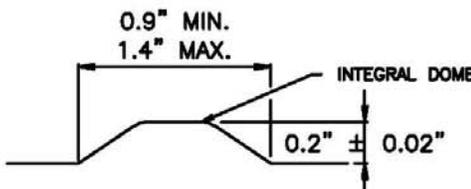
≤2"

1.60' MIN., 2.4" MAX.

ON RAMP THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMP INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

BASE-TO-BASE SPACING SHALL BE 0.65" MINIMUM BETWEEN DOMES.

PLAN VIEW *



0.9" MIN. 1.4" MAX.

INTEGRAL DOME

0.2" ± 0.02"

THE TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER.

NOTE: TRUNCATED DOME *

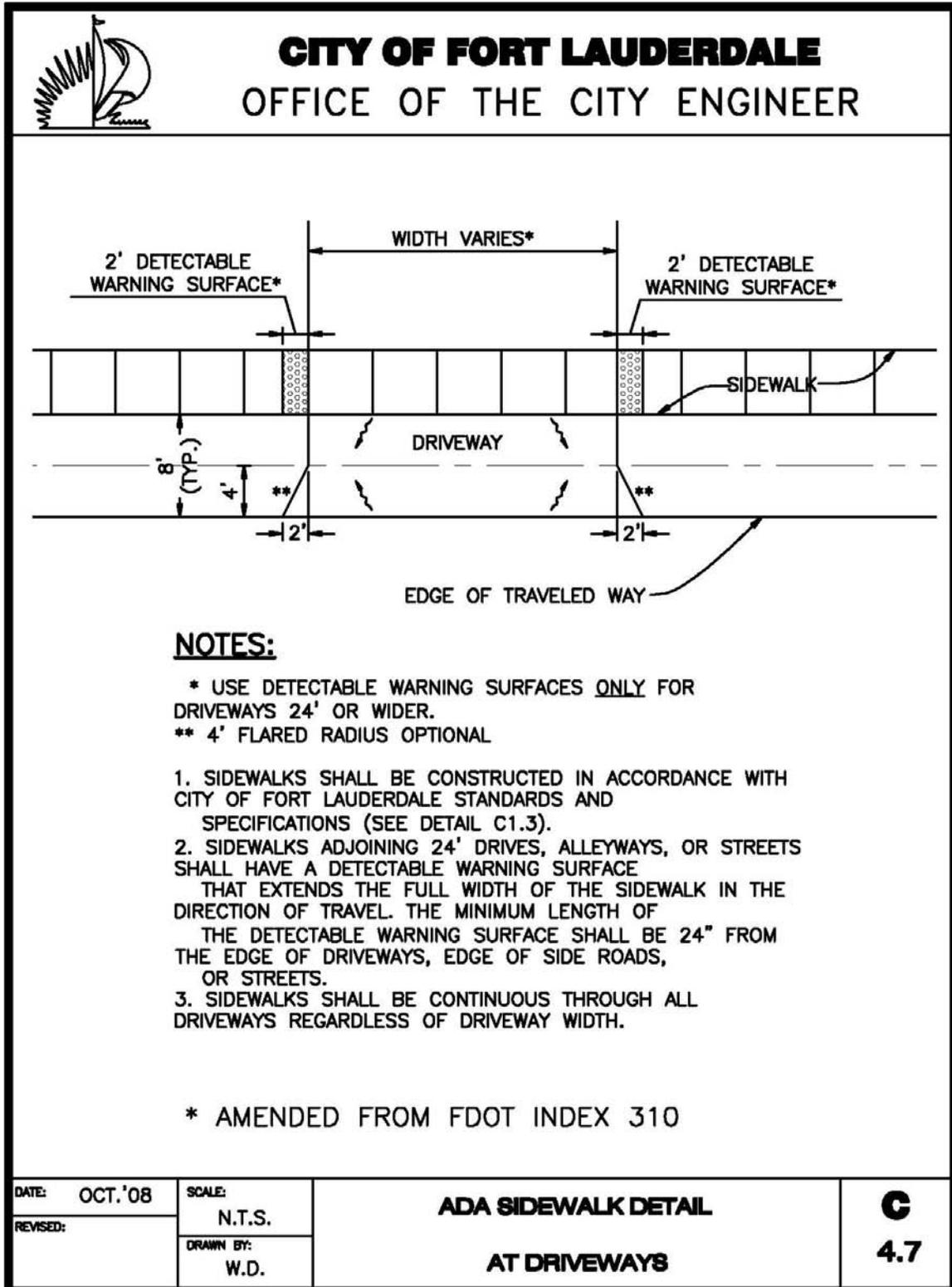
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACE THAT EXTEND THE FULL WIDTH OF RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM THE BACK OF THE CURB.

* AMENDED FROM FDOT INDEX 304

DATE:	OCT.'08	SCALE:	N.T.S.	CURB RAMP DETECTABLE	C
REVISED:		DRAWN BY:	W.D.		

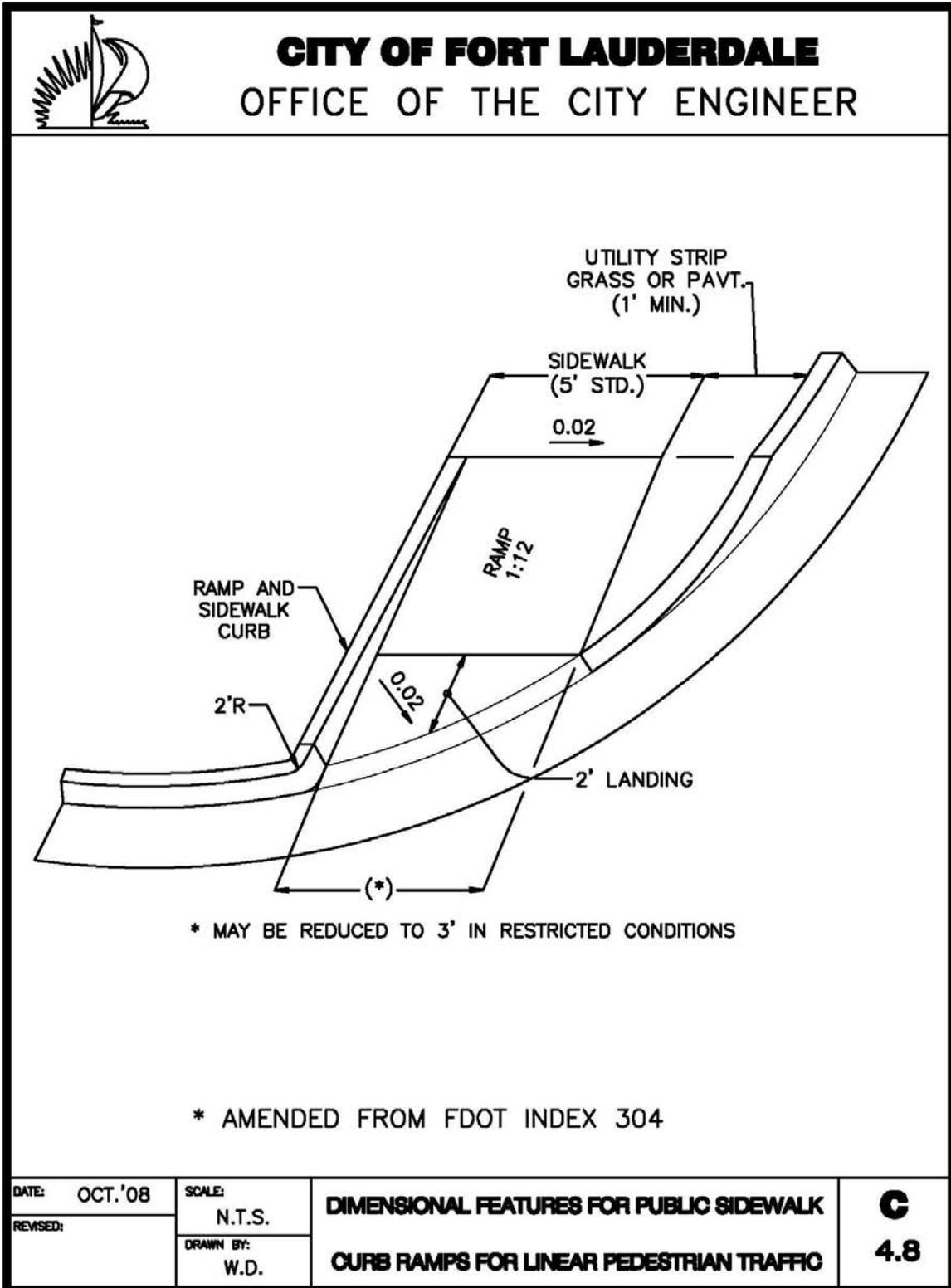
DETAILED SPECIFICATIONS

PROJECT 11780



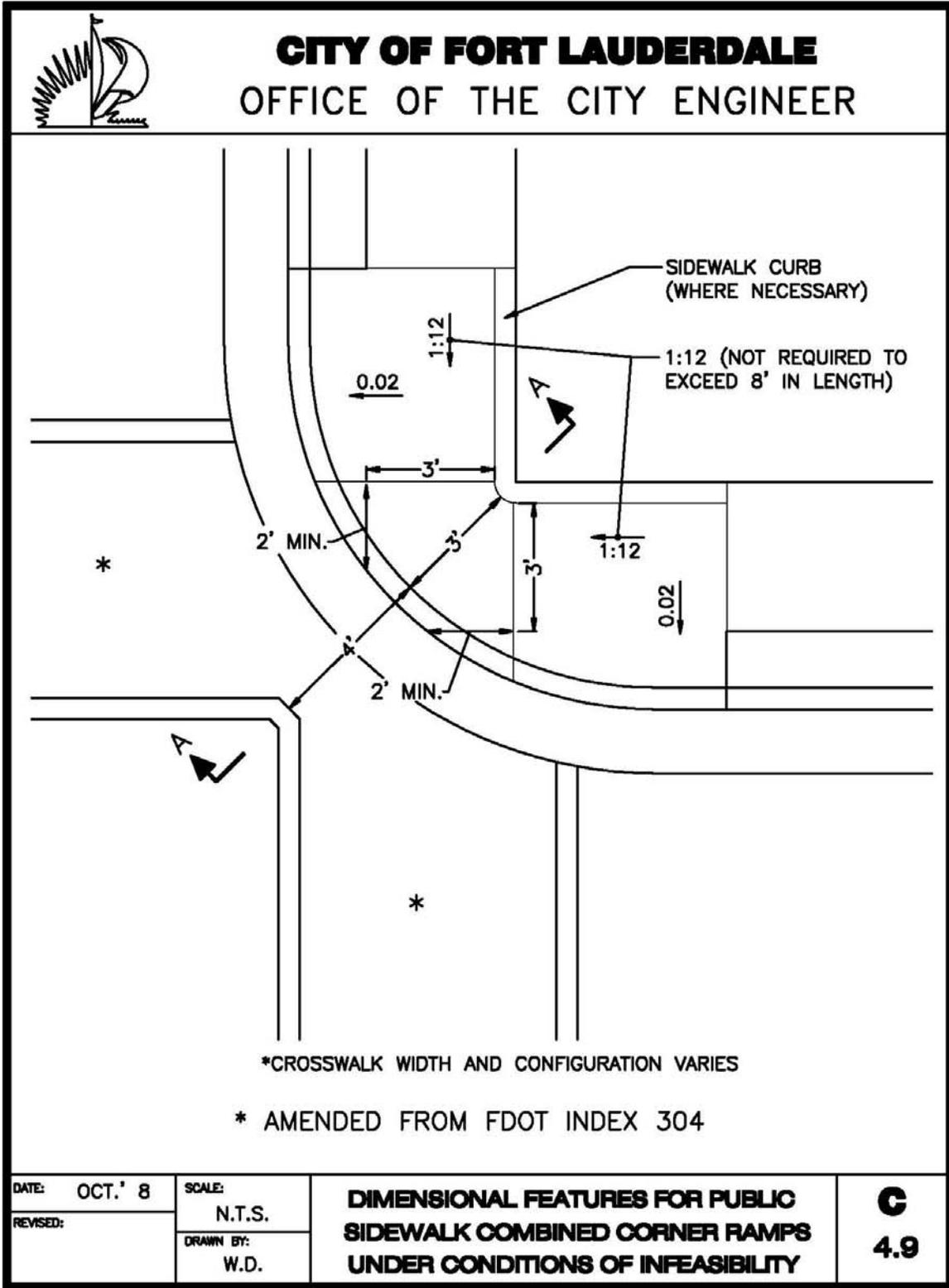
DETAILED SPECIFICATIONS

PROJECT 11780



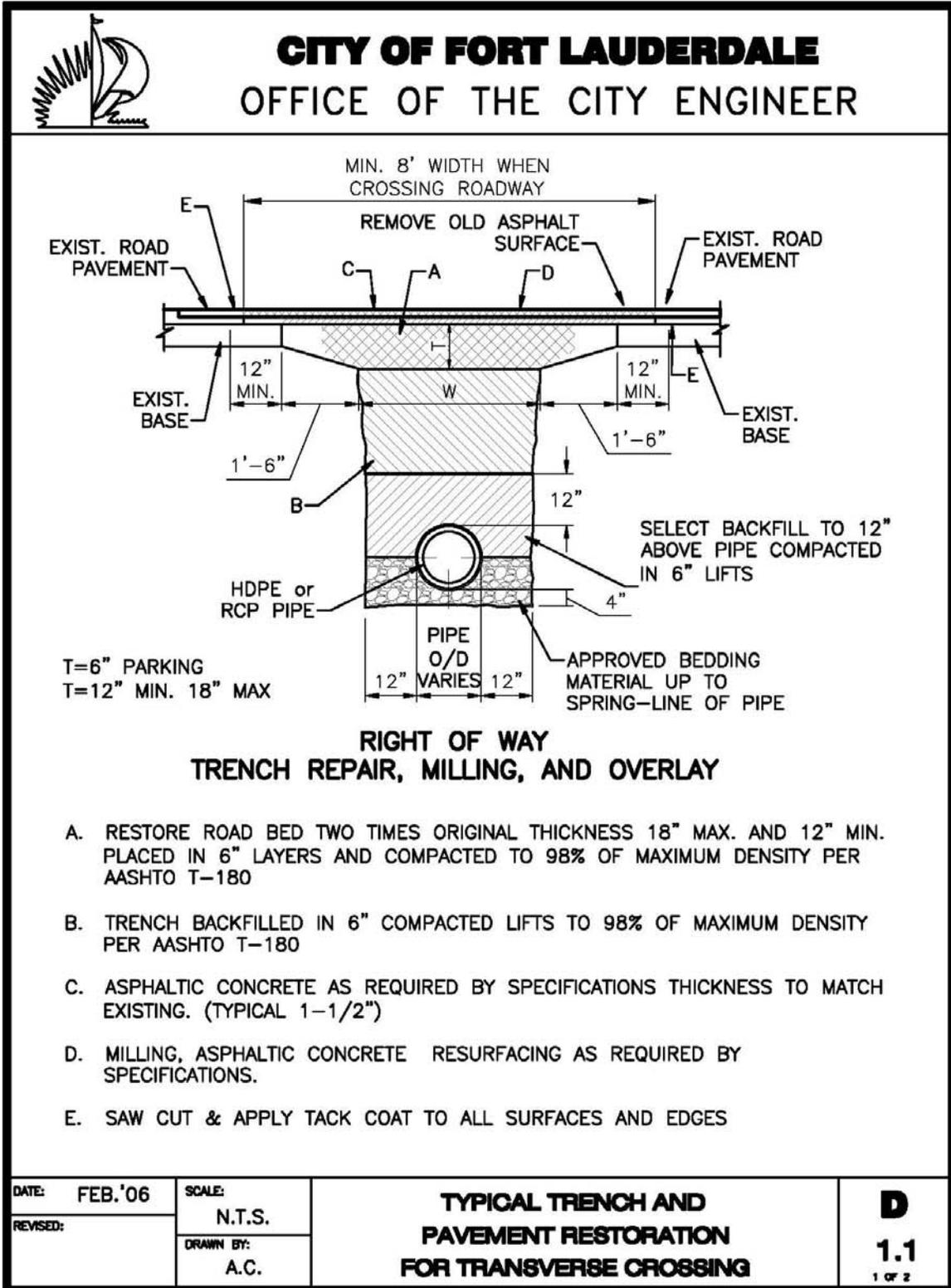
DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780

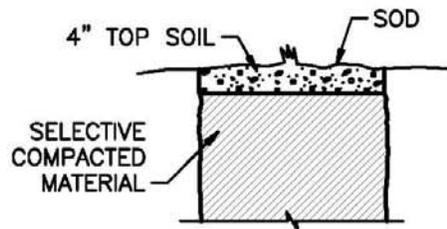


DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



**SURFACE RESTORATION
IN R/W ABOVE THE PIPE ZONE**

NOTES:

1. UNLESS OTHERWISE SPECIFIED SELECTED MATERIAL SHALL BE FREE OF STONES LARGER THAN 3/8" DIA.
2. REPLACE ALL EXISTING LANE MARKINGS AND REFLECTIVE MARKERS DAMAGED BY CONSTRUCTION ACTIVITIES.

DATE: FEB.'06	SCALE: N.T.S.	TYPICAL TRENCH AND PAVEMENT RESTORATION FOR TRANSVERSE CROSSING	D 1.1 <small>2 OF 2</small>
REVISED:	DRAWN BY: A.C.		

DETAILED SPECIFICATIONS

PROJECT 11780



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER

10 GAGE 4"x4" WELDED WIRE (WIRE FENCE) HOOKED ONTO PREFORMED CHANNELS ON METAL POSTS.

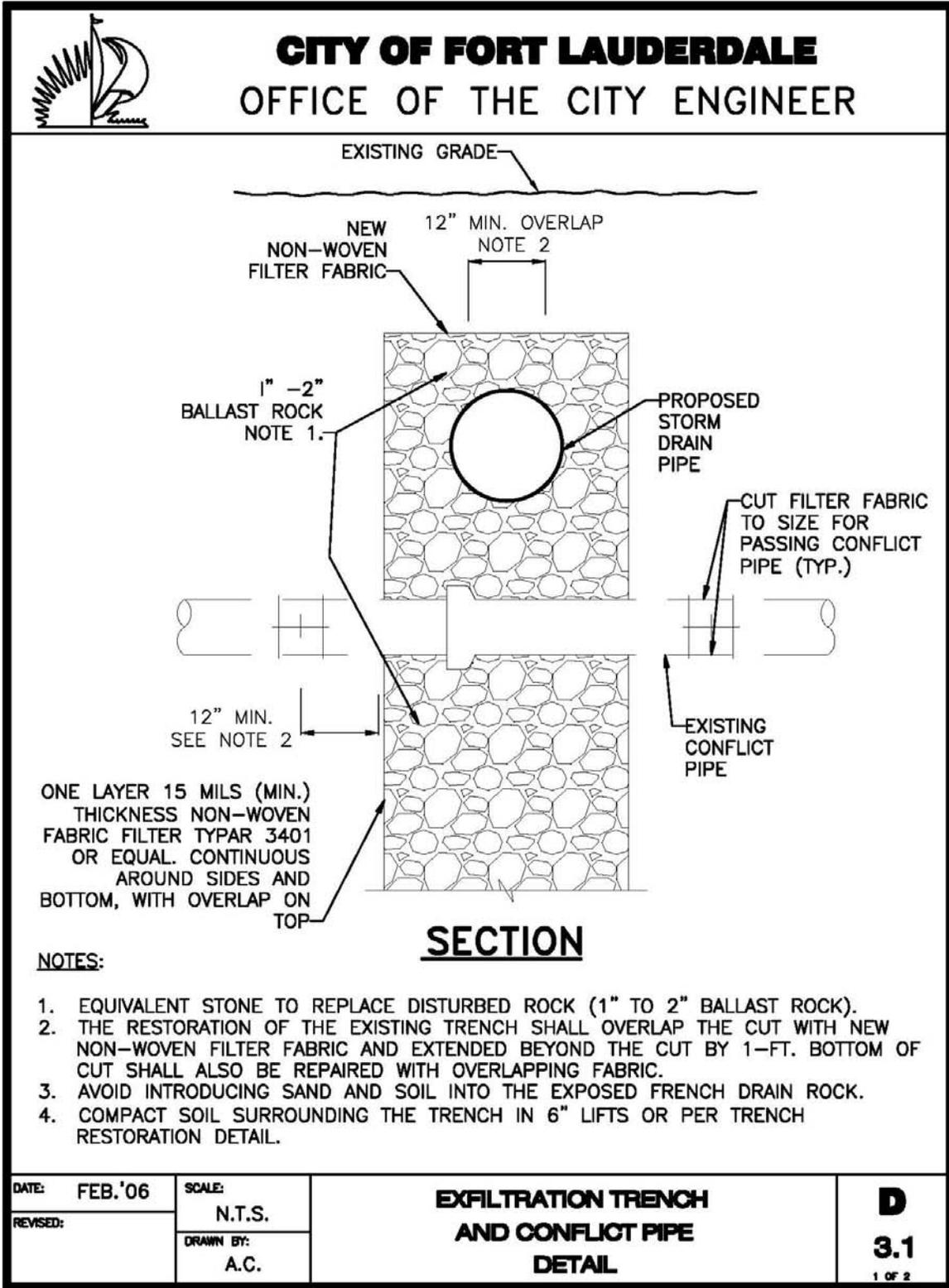
NOTES:

1. DRIVE WOOD POSTS (1.3 LBS/FT MIN) 18" MIN INTO GROUND AND EXCAVATE A 4"x4" TRENCH UPHILL 5' LONG (MIN) ALONG LINE OF POSTS. WOOD.
2. POSTS 4" IN DIAMETER OR 2"x4" MAY BE USED. ATTACH WIRE FENCE TO POSTS AND EXTEND THE BOTTOM OF THE FENCE 8" INTO THE EXCAVATED TRENCH. ALTERNATE : USE SEDIMENT CONTROL FABRIC WITH PRE-SEWN POCKETS FOR POSTS SO THAT WIRE FENCE IS NOT REQ'D.
3. ATTACH THE SEDIMENT CONTROL FABRIC (36" WIDE) TO THE WIRE FENCE W/METAL CLIPS OR WIRE AND EXTEND THE BOTTOM OF THE FABRIC 6" INTO THE TRENCH.
4. BOTTOM OF SEDIMENT CONTROL FABRIC MUST BE PLACED IN TRENCH AND SECURED WITH GRANULAR FILL TO A HEIGHT OF 6" ABOVE GROUND LEVEL, SO THAT RUNOFF IS FORCED TO GO THROUGH THE FENCE AND CANNOT GO UNDER IT.
5. SILT FENCE SHALL BE MAINTAINED AND TRAPPED SEDIMENTS SHALL BE REMOVED BY THE CONTRACTOR PERIODICALLY AS DETERMINED BY THE ENGINEER OR AS NECESSARY (MAX. 6 MONTHS).
6. THE CONTRACTOR IS REQUIRED TO REMOVE ALL SILT FENCES AND AREA TO BE RESTORED TO THE ORIGINAL CONDITION UPON COMPLETION OF CONSTRUCTION.

DATE: FEB.'06	SCALE: N.T.S.	SILT FENCE DETAIL	D 2.1
REVISED:	DRAWN BY: A.C.		

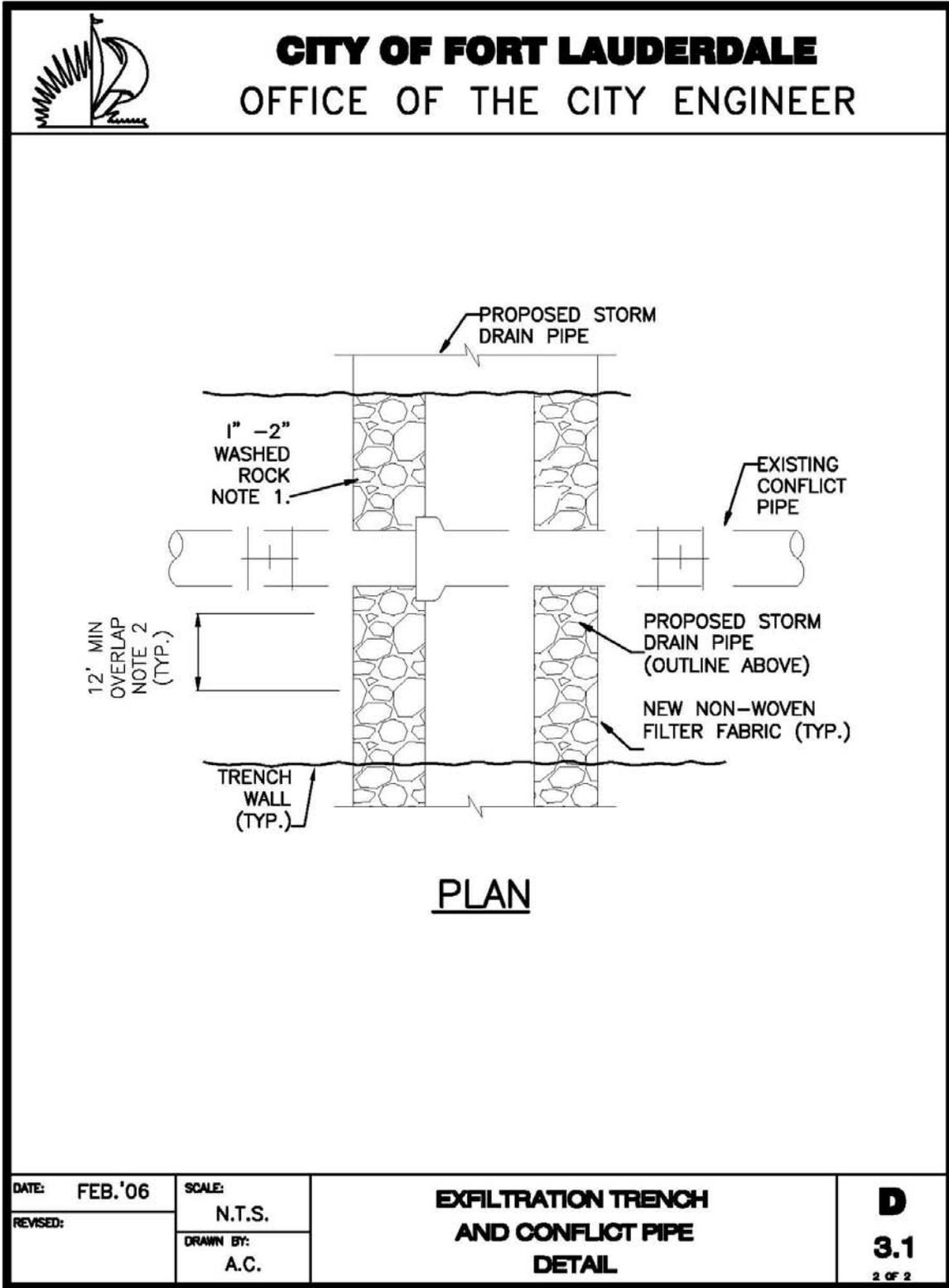
DETAILED SPECIFICATIONS

PROJECT 11780



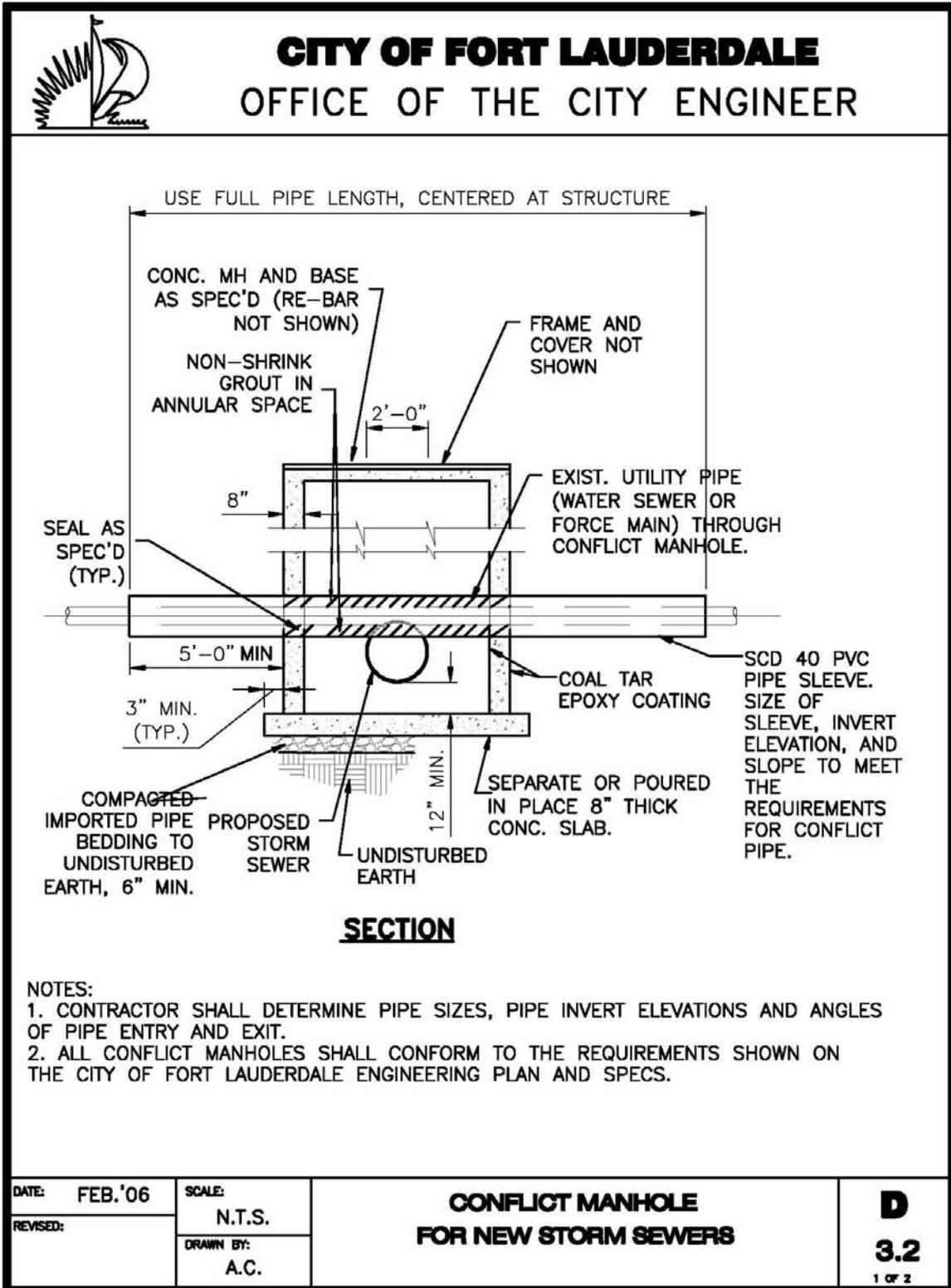
DETAILED SPECIFICATIONS

PROJECT 11780



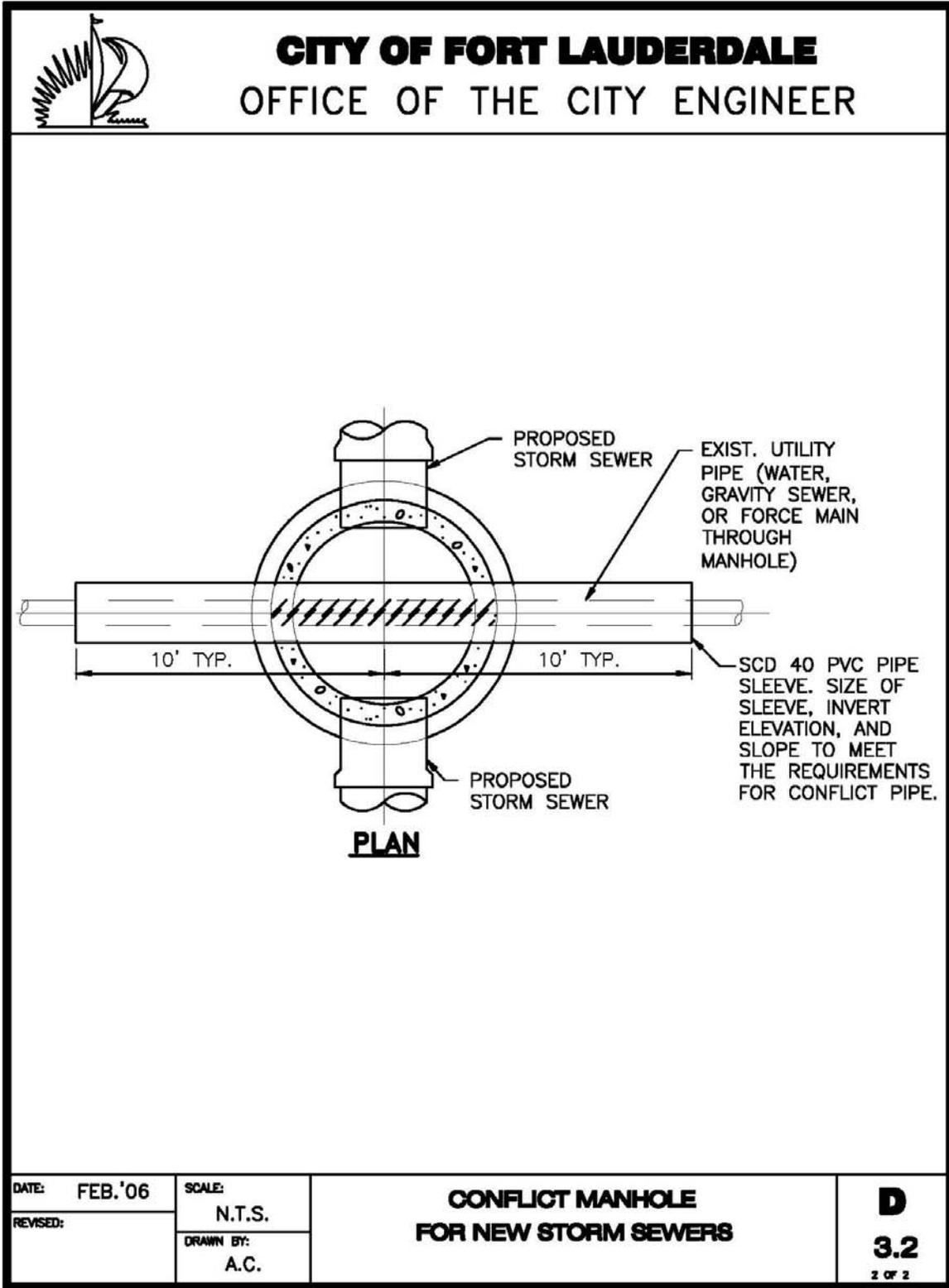
DETAILED SPECIFICATIONS

PROJECT 11780



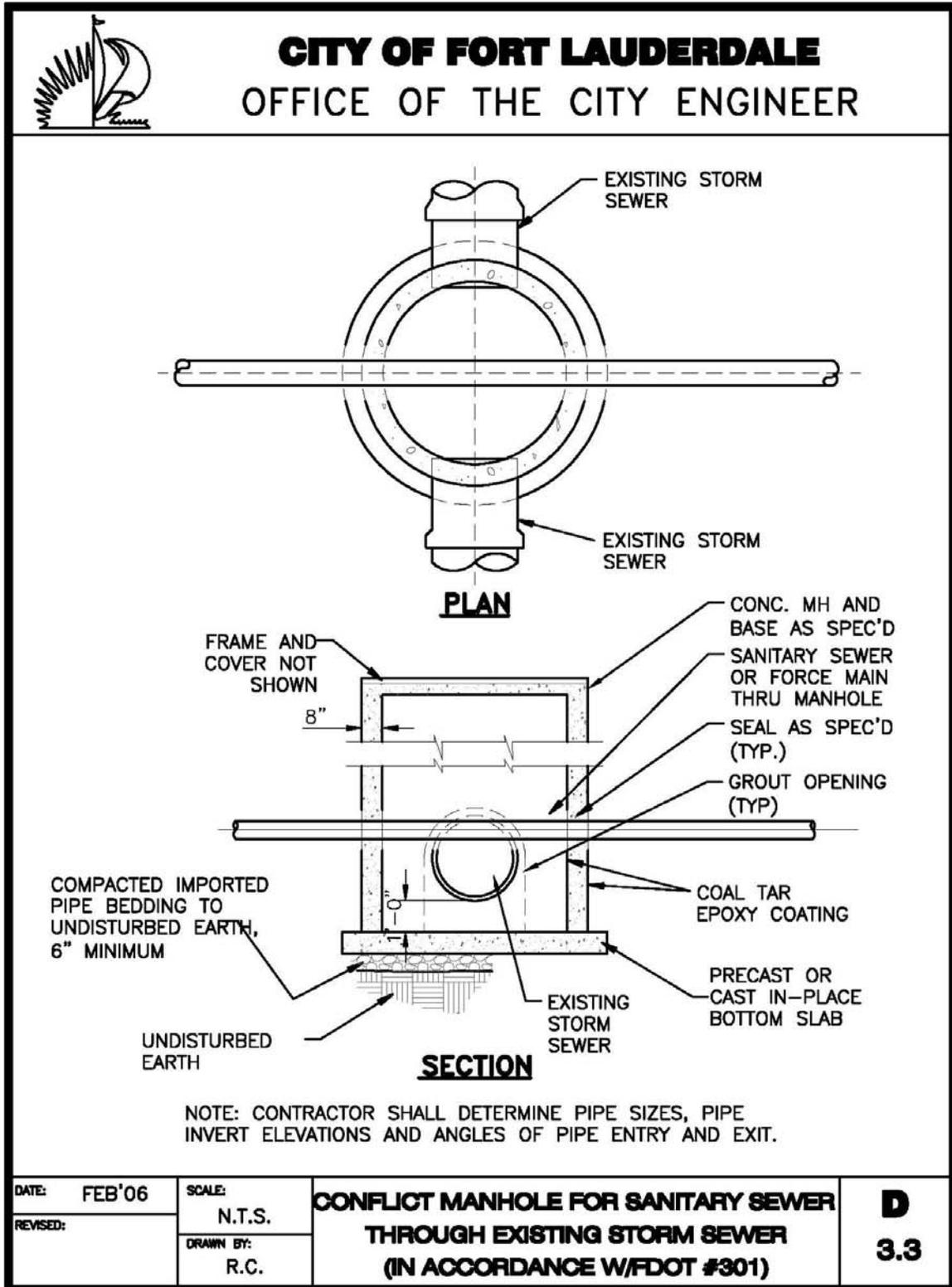
DETAILED SPECIFICATIONS

PROJECT 11780



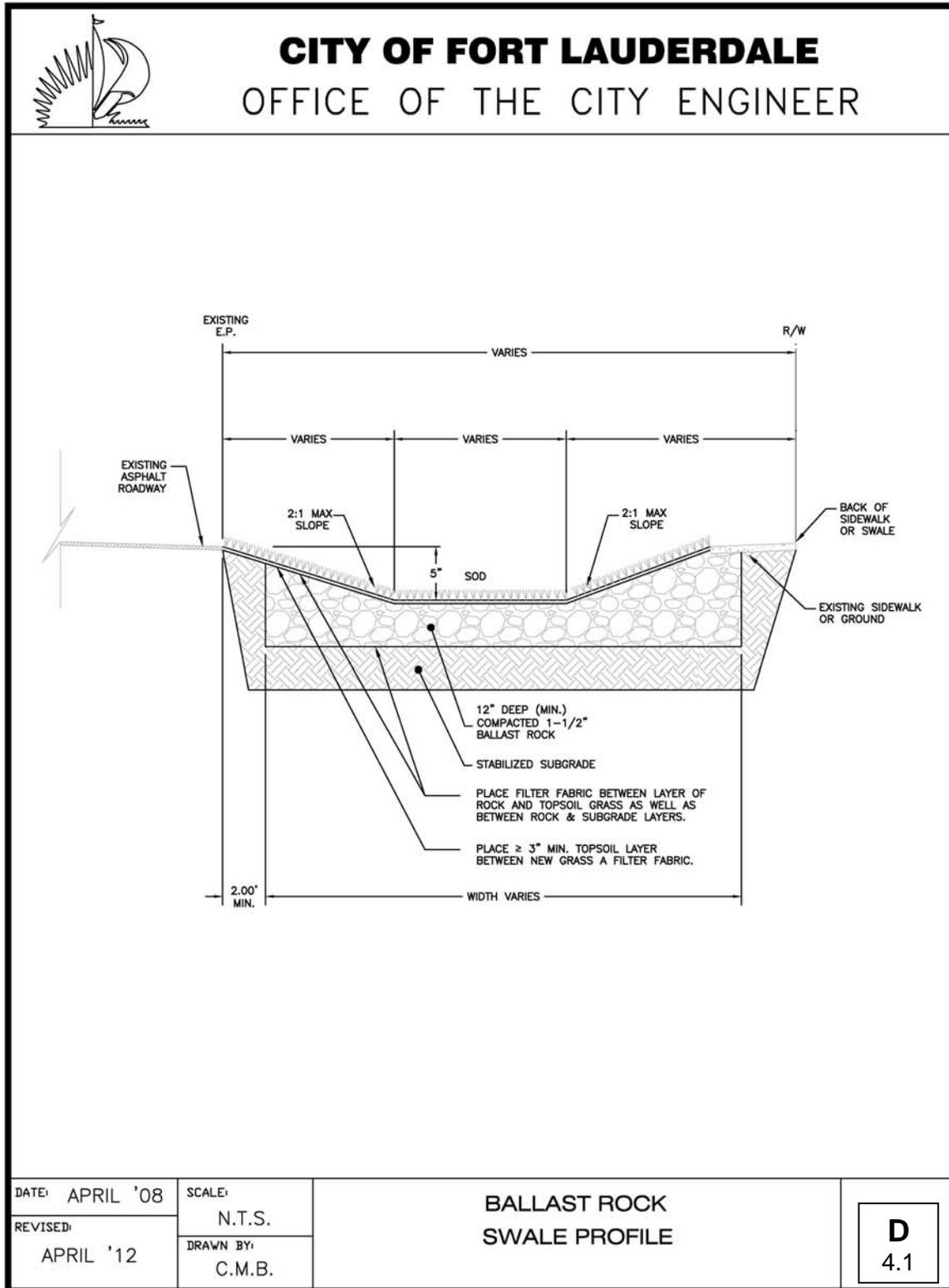
DETAILED SPECIFICATIONS

PROJECT 11780



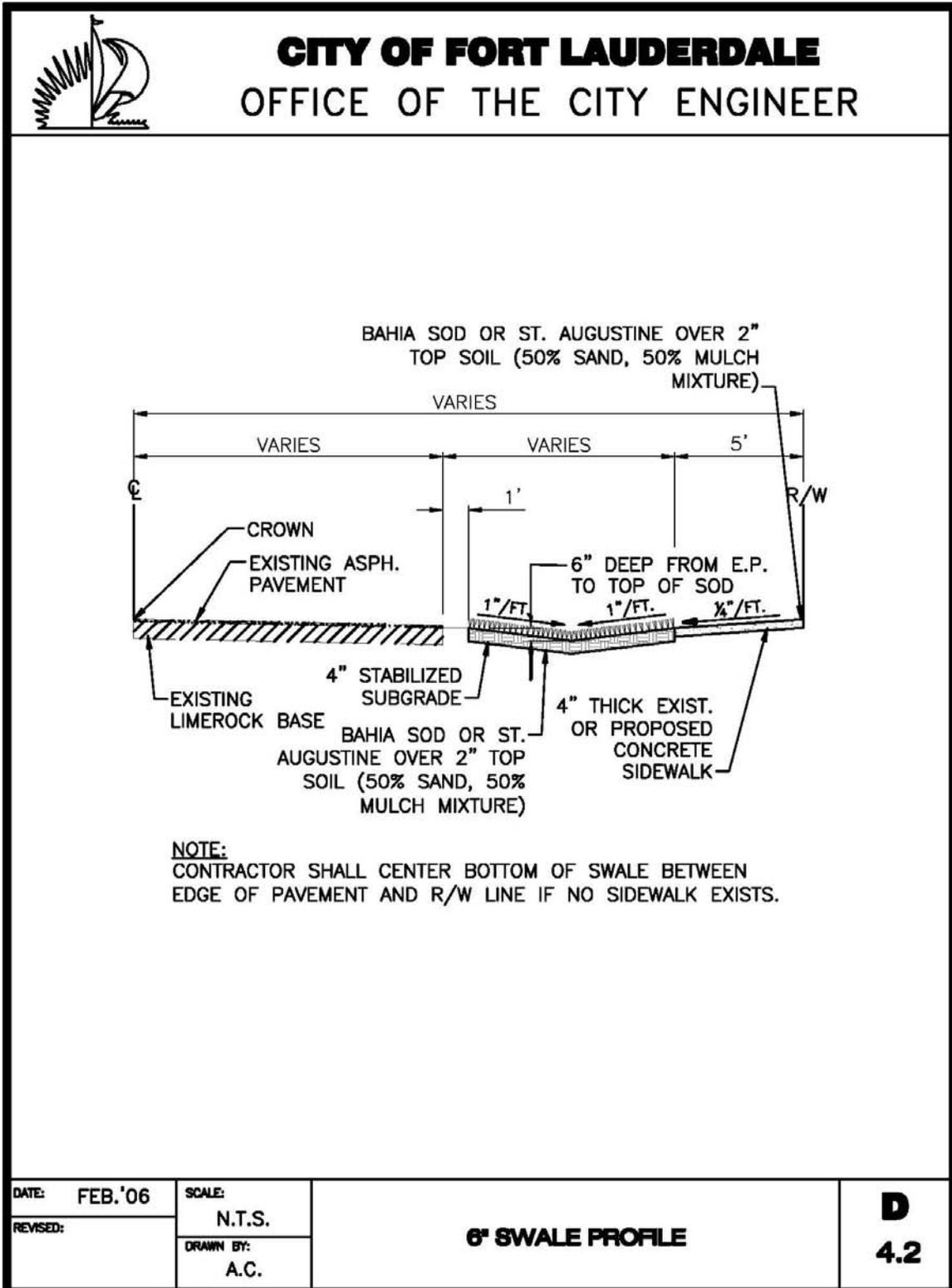
DETAILED SPECIFICATIONS

PROJECT 11780



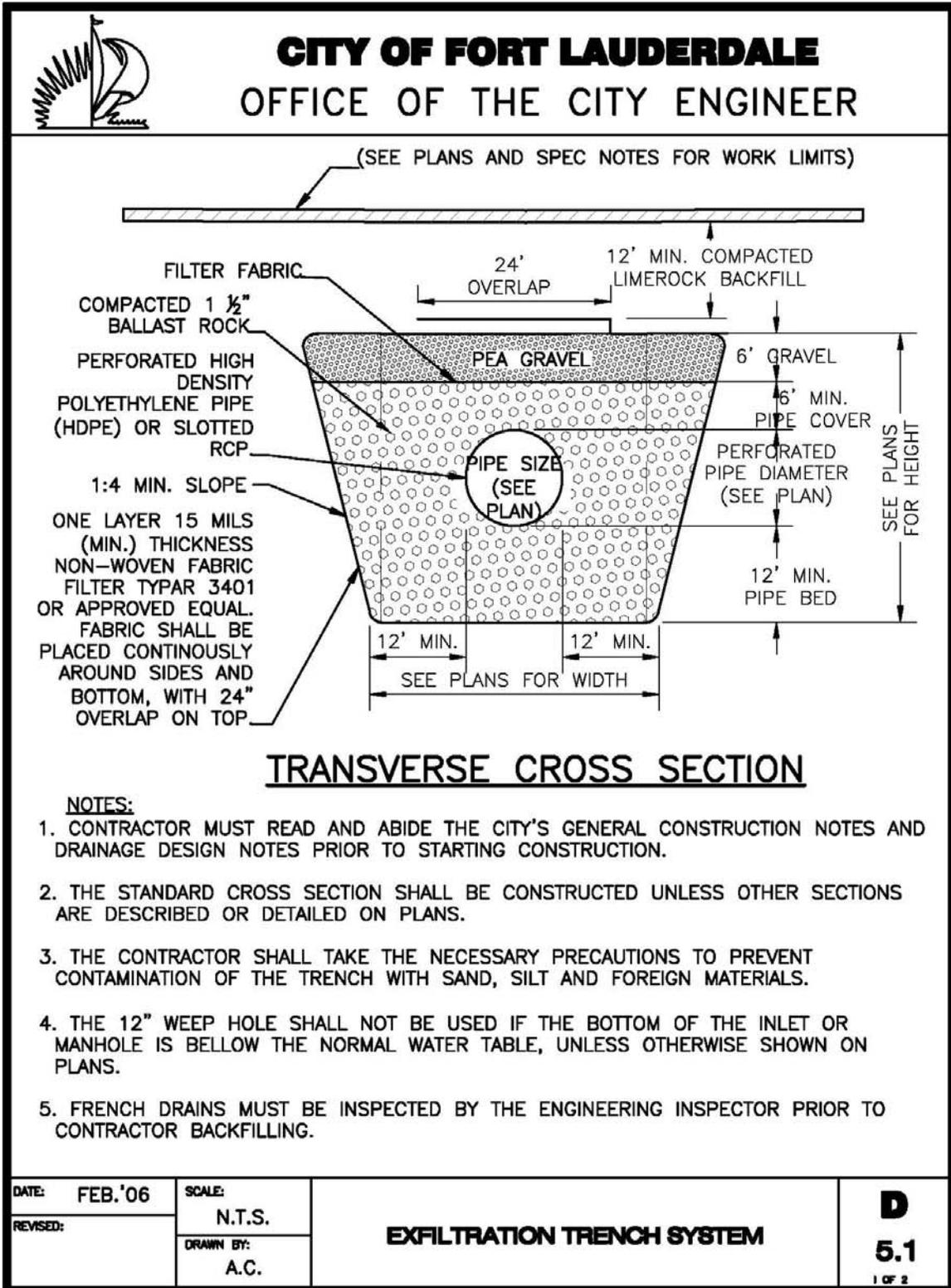
DETAILED SPECIFICATIONS

PROJECT 11780



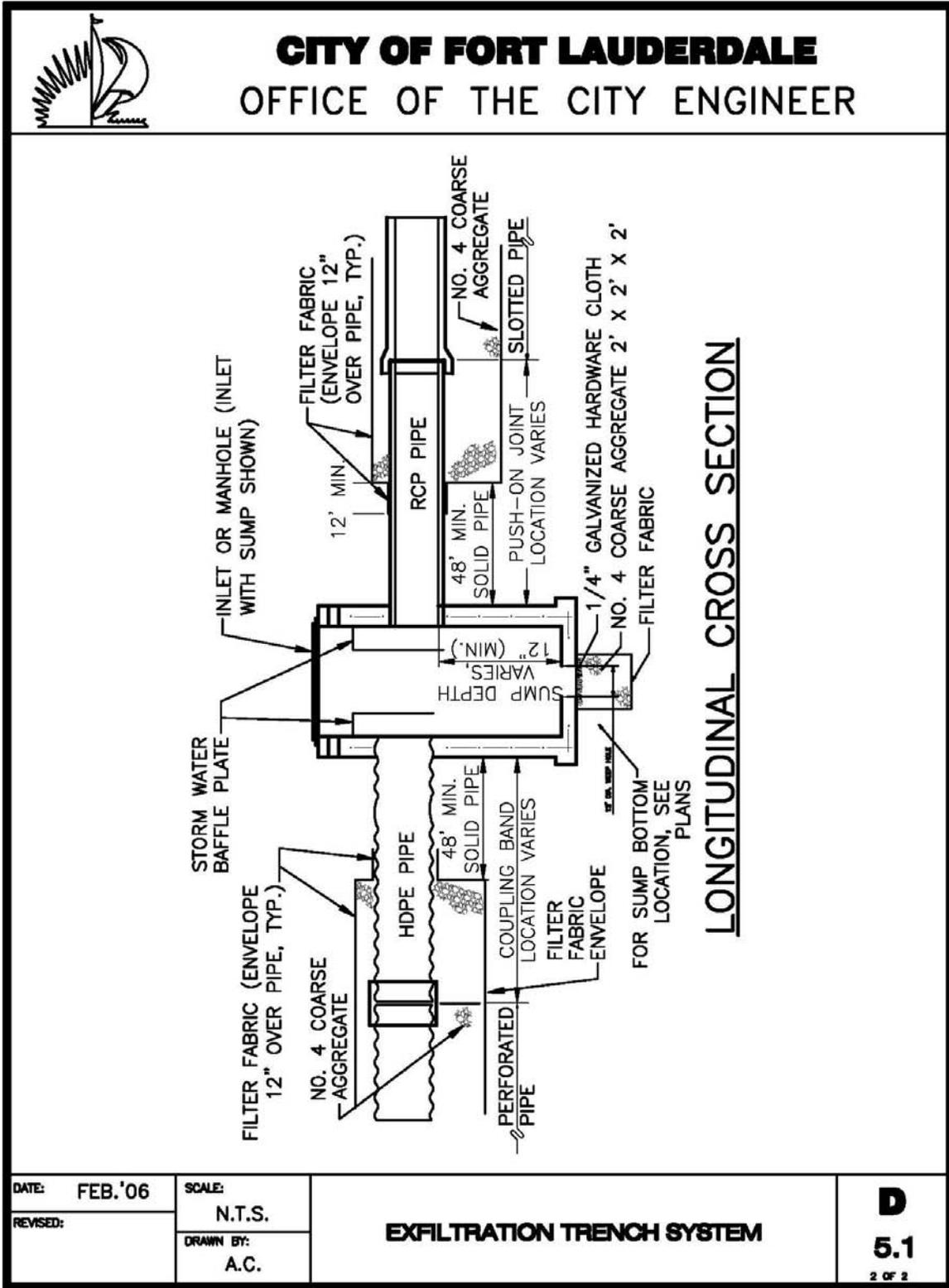
DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

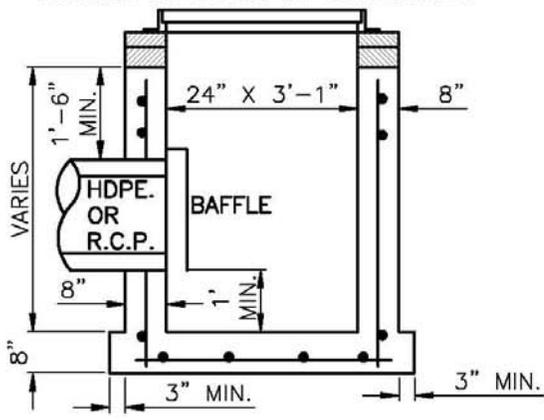
PROJECT 11780



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER

BUILT UP FRAME WITH COVER
BRICKED TO GRADE BY CONTRACTOR



TYPE "C" CATCH BASIN (USP 3-3.0)

NOTES

- 1) MINIMAL CONC. STRENGTH FOR ALL CATCH BASINS AND MANHOLE STRUCTURES SHALL BE 4000 PSI.
- 2) CONTRACTOR IS RESPONSIBLE FOR FINAL ELEVATION AND LOCATION ADJUSTMENTS OF CATCH BASINS, GRATES, MANHOLES DUE TO FIELD CONSTRAINTS.
- 3) THE 12" WEEP HOLE SHALL NOT BE USED IF THE BOTTOM OF THE INLET OR MANHOLE IS BELOW THE NORMAL WATER TABLE, UNLESS OTHERWISE SHOWN ON PLANS.

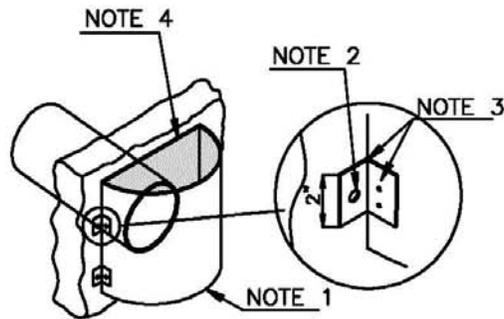
DATE: FEB.'06	SCALE: N.T.S.	POLLUTION RETARDANT BASIN & BAFFLE DETAIL FOR NEW STORM SEWERS	D 6.1 <small>1 OF 2</small>
REVISED:	DRAWN BY: A.C.		

DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



BAFFLE DETAIL

BRACKET DETAIL

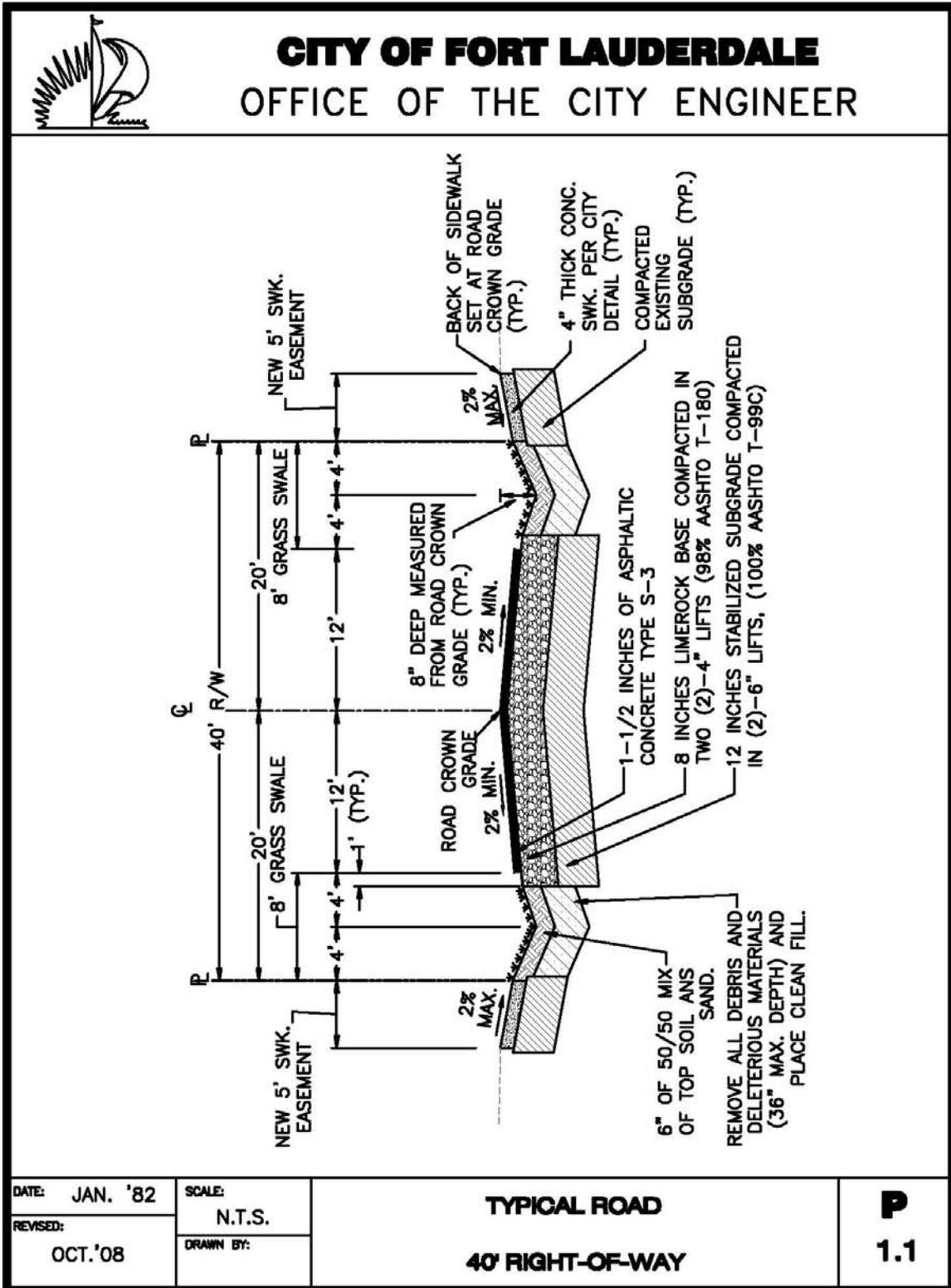
NOTES

- 1) BAFFLE SHALL BE C.M.P. OR C.A.P. SECTION (OUTFALL DIAMETER PLUS 6").
- 2) 1/2" GALV. WEDGE ANCHORS (ULT. PULLOU 6000, ULT. SHEAR 5900.)
- 3) WELD OR 2-3/8" THRU BOLTS
- 4) BOLTED TO WALL WITH TOP CAPPED. (WATER TIGHT)

DATE: FEB.'06	SCALE: N.T.S.	POLLUTION RETARDANT BASIN & BAFFLE DETAIL FOR NEW STORM SEWERS	D 6.1 2 OF 2
REVISED:	DRAWN BY: A.C.		

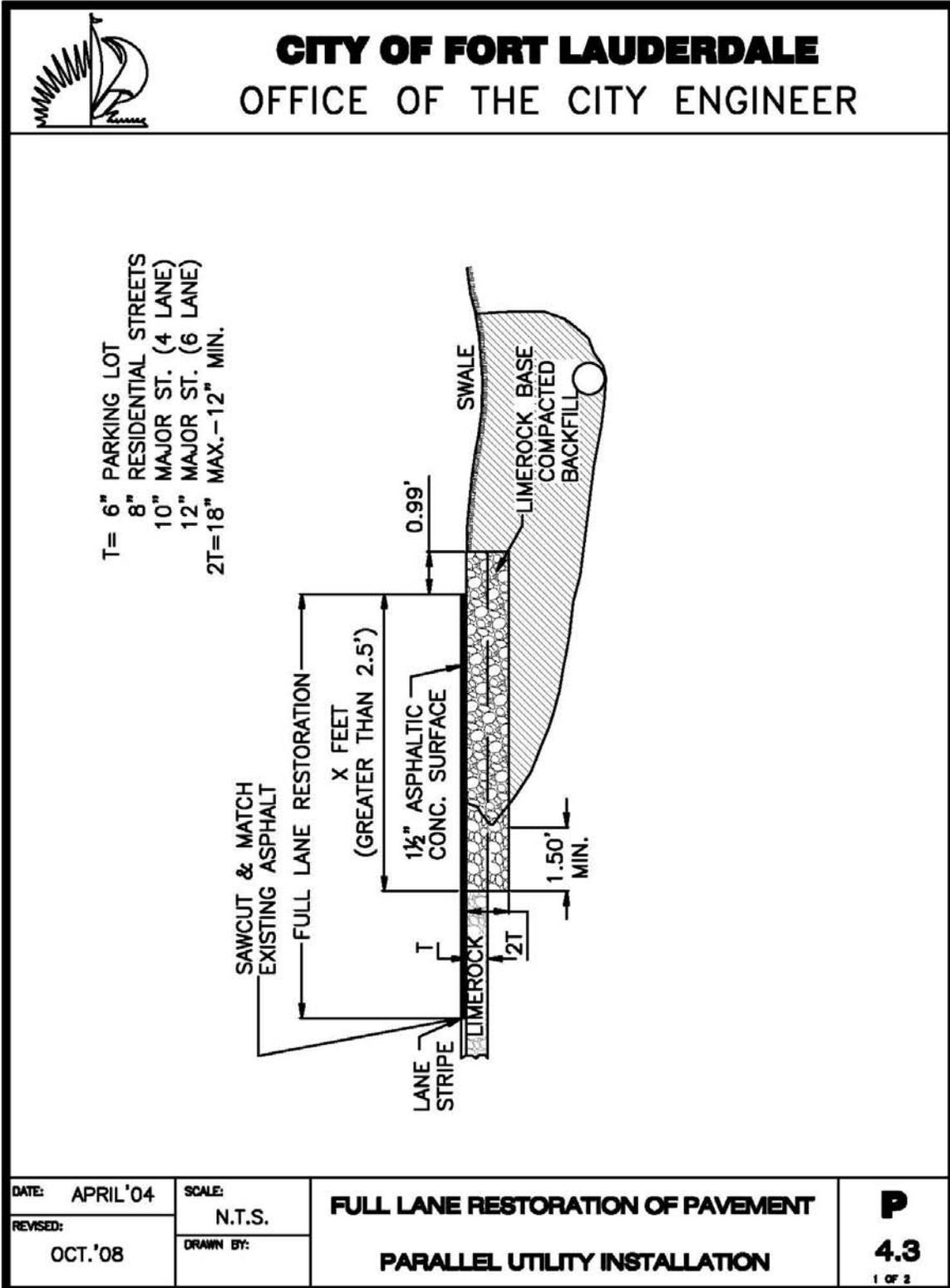
DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780



DETAILED SPECIFICATIONS

PROJECT 11780



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**

GENERAL NOTES

1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE. MINIMUM 12", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN LAYERS NOT THICKER THAN 6" COMPACTED THICKNESS ND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT PAVEMENT JOINTS (ASPHALTIC CONCRETE) SHALL BE MECHANICALLY SAWED.
4. NEW SURFACE MATERIAL WILL BE D.O.T. TYPE III ASPHALTIC CONCRETE.
5. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 & MINIMUM CARBONATE CONTENT OF 70% FOR MAJOR STREETS AND 60% FOR RESIDENTIAL STREETS.
6. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH ON MAJOR STREET AND 1-1/2" ASPHALTIC CONCRETE PATCH ON RESIDENTIAL STREET AND PARKING LOT TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL PLACED WITH A PERMANENT PATCH.
7. SUBGRADE SHALL BE COMPACTED TO 100% OF DRY DENSITY PER AASHTO T-99 AND SHALL BE PLACED IN LIFTS NOT TO EXCEED 12" MAXIMUM, LOOSE MEASUREMENT.
8. PAVEMENT RESTORATION DUE TO PLACEMENT OF 4" GAS MAINS OR LARGER SHALL BE AS SHOWN ON THIS DETAIL WITH A 3" MINIMUM WIDTH AND PLACEMENT OF CONTINUOUS METALLIC TAPE OR #12 WIRE WRAPPED AROUND THE PIPE(S).
9. THE DIMENSION 'X' FEET IS ANY WIDTH GREATER THAN 2.5'.
10. THE PROVISIONS IN THIS DETAIL SUPERSEDES ALL OTHER RELATED PROVISIONS MENTIONED IN CITY OF FORT LAUDERDALE CONSTRUCTION STANDARDS AND SPECIFICATIONS.

DATE: APRIL '04	SCALE: N.T.S.	FULL LANE RESTORATION OF PAVEMENT	P
REVISED: OCT. '08	DRAWN BY:		

DETAILED SPECIFICATIONS**PROJECT 11780****PERVIOUS CONCRETE PAVEMENT FOR STREET SPECIFICATIONS****PART 1 GENERAL****1.01 Scope of Work:**

- A. The Work to be completed under this contract includes the furnishing of all labor, materials and equipment necessary for construction of Pervious Concrete Pavement for streets, parking & pedestrian areas in conformance with the plans and specifications.

1.02 References:

- A. American Concrete Institute
1. ACI 305 "Hot Weather Concreting"
 2. ACI 522 "Pervious Concrete Committee Recommendations" (when available)
- B. American Society for Testing and Materials
1. ASTM C29 "Test for Unit Weight and Voids in Aggregate"
 2. ASTM C33 "Specification for Concrete Aggregates"
 3. ASTM C42 "Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete."
 4. ASTM C117 "Test Method for Material Finer than 75 microns (No. 200) Sieve in Mineral Aggregates by Washing."
 5. ASTM C138 "Test Method for Unit Weight, Yield and Air Content (Gravimetric) of Concrete."
 6. ASTM C140 "Test Method for Concrete Masonry Units"
 7. ASTM C150 "Specifications for Portland Cement"
 8. ASTM C172 "Practice for Sampling Fresh Concrete"
 9. ASTM C260 "Specification for Air-Entraining Admixtures for Concrete"
 10. ASTM C494 "Specification for Chemical Admixtures for Concrete"
 11. ASTM C595 "Specification for Blended Hydraulic Cements" (Types IP or IS only)
 12. ASTM C618 "Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete."
 13. ASTM C989 "Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars."
 14. ASTM C1077 "Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and criteria for Laboratory Evaluation."

DETAILED SPECIFICATIONS**PROJECT 11780**

15. ASTM D1557 "Tests for Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10 Pound Rammer and 18-inch Drop."
16. ASTM E329 "Standard Recommended Practice for Inspection and testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction."

1.03 Quality Assurance:

- A. Prospective contractors shall attend a mandatory pre-bid meeting where the Pervious Concrete Pavement project scope and process will be defined by industry representatives deemed qualified by the owner.
- B. Prior to award the contractor shall submit evidence of two successful Pervious Concrete Pavement projects including but not limited to the following:
 1. Project name and address, owner name and contact information
 2. Test results including unit weight, void content and thicknessThis requirement may be waived by the owner provided the contractor can demonstrate successful experience in the concrete industry and provides a test panel for inspection and testing.
- C. ACI Certified Concrete Flatwork Finishers are recommended.

1.04 Special Equipment: Pervious concrete requires specific equipment for compaction and jointing. The pavement shall be compacted using one of two methods.

- A. Rolling compaction shall be achieved using a minimum 10-inch diameter steel pipe that spans the width of the section placed and exerts a vertical pressure of at least 10 psi on the concrete.
- B. Plate compaction shall be achieved using a standard soil plate compactor that has a base area of at least two square feet and exerts a minimum of 10 psi vertical pressure on the pavement surface.
- C. If joints are specified, they may either constructed by rolling or sawing. Rolled joints shall be formed using a "salt roller" to which a beveled fin has been welded around the circumference. Sawed joints shall be constructed as soon as the pervious pavement can be sawed without raveling the sawed edge and before initial cracking occurs using either a dry-cut or wet saw. At no time during the sawing process shall more pavement surface be exposed than that needed for sawing.

1.05 Submittals: Prior to commencement of the work the contractor shall submit the following:

- A. **Concrete materials:**

DETAILED SPECIFICATIONS**PROJECT 11780**

1. Proposed concrete mixture proportions including all material weights, volumes, unit weight, water cement ratio, aggregate cement ratio and void content.
 2. Aggregate type, source and gradation data.
 3. Cement, fly ash and admixture manufacturer certifications
- B. Qualifications:** Evidence of qualifications listed under Quality Assurance.
- C. Project details:** Specific plans, details, schedule, construction procedures and quality control plan.
- D. Subcontractors:** List all materials suppliers and subcontractors to be used on the project.

1.06 Test Panels: Prior to construction, a test panel shall be placed to the satisfaction of the owner unless this requirement is waived based on contractor qualifications.

- A. Each test panel shall be a minimum of 225 sq. ft. and shall be placed, jointed and cured using materials, equipment, and personnel proposed for the project.
- B. Test panel cost and removal, if necessary, shall be included as a line item in the contract proposal and contract.
- C. Quality: Test panels shall have acceptable surface finish, joint details and porosity and shall comply with the testing and acceptance standards listed in the Quality Control section of this specification.
- D. If test panels placed at the site are found to be deficient in thickness, unit weight or percentage of voids, or of an unacceptable appearance, they shall be removed at the contractor's expense and taken to an approved landfill or recycling facility. If test panels are found to be satisfactory, they may be left in-place and included in the completed work.

PART 2 MATERIALS

2.01 Cement: Portland cement Type II or V conforming to ASTM C150 or Portland cement Type IP or IS conforming to ASTM C595.

2.02 Supplementary Cementitious Materials:

- A. Fly ash conforming to ASTM C618 may be used in amounts not to exceed 25% of total cementitious material.
- B. Ground Iron Blast-Furnace Slag conforming to ASTM C989 may be used in amounts not to exceed 50% by weight of total cementitious material.

DETAILED SPECIFICATIONS**PROJECT 11780****2.03 Chemical Admixtures:**

- A. Air entraining agents shall comply with ASTM C260.
- B. Water Reducing Admixtures shall comply with ASTM C494
- C. Hydration stabilizer shall meet the requirements of ASTM C494. Hydration stabilizers are recommended to increase concrete placement time to 90 minutes and improve placement and finishing operations.

2.04 Aggregates:

- A. Use a maximum 3/8" coarse aggregate that meets ASTM C33 Size 8 (3/8" to No. 16). Fine aggregate meeting ASTM C33, if used, shall not exceed 3 cu. ft. If other aggregate sizes are proposed, testing to assure unit weight, void content and workability must be submitted for approval.
- B. Larger aggregate sizes may increase porosity but can decrease workability. Avoid well graded aggregates as they may reduce porosity, and may not meet void specifications.
- C. Where available, natural rounded aggregates are recommended.

2.05 Water: Potable water shall comply with local water standards.

2.06 Mixture Proportions:

- A. **Cementitious Content:** For vehicle pavements, total cementitious content not less than 630 lbs./cy. For pedestrian pavements, total Cementitious not less than 600 lbs/cy.
- B. **Supplementary cementitious content:** Fly ash: 25% maximum. Slag: 50% maximum
- C. **Water / Cementitious Ratio:** For vehicle pavements: 0.30 For pedestrian pavements: 0.35
- D. **Aggregate Content:** The volume of aggregate per cubic yard shall be equal to 27 cubic foot when calculated as a function of the unit weight determined in accordance with ASTM C29 jigging procedure.
- E. **Admixtures:** Admixture shall be used in accordance with the manufacturer's instructions and recommendations.
- F. **Mix Water:** Mix water quantity shall be such that the cement paste displays a wet metallic sheen without causing the paste to flow from the aggregate. Mix water yielding a cement paste with a dull-dry appearance has insufficient water for hydration.

DETAILED SPECIFICATIONS**PROJECT 11780**

Insufficient water results in inconsistency in the mix and poor bond strength between aggregate particles. High water content results in the paste reducing or eliminating the void system required for porosity.

PART 3 EXECUTION**3.01 Subgrade:**

- A. **Material:** The top 6 inches shall be composed of granular or gravelly soil that is predominantly sandy with no more than a moderate amount of silt or clay. Granular sub-base may be placed over the subgrade.
- B. **Permeability:** Subgrade should have a minimum permeability of 0.5 inch per hour. One suggested test for subgrade permeability is the double ring infiltrometer as per ASTM D.
- C. **Compaction:** Compact sub-grade to at least 90% Standard Proctor Density per ASTM D 698. Compaction to 95% as per ASTM D 1557 may be necessary for areas subject to vehicular traffic.
- D. **Fill:** If fill material is required to bring the subgrade to final elevation, it shall be clean and free of deleterious materials. It shall be placed in 6-inch maximum layers, and compacted by a mechanical vibratory compactor to a minimum density of 95% as established by ASTM D1557.
- E. **Moisture:** The subgrade moisture content shall be 1% - 3% above optimum as determined by ASTM D1557.
- F. Inspect subgrade preparation, elevations, and conduct density tests for conformance to specifications.

3.02 Formwork:

- A. Forms may be of wood or steel and shall be the depth of the pavement. Forms shall be of sufficient strength and stability to support mechanical equipment without deformation of plan profiles following spreading, strike-off and compaction operations. Forms may have a removable spacer of ½" to ¾" thickness placed above the depth of pavement. The spacers are removed following placement and vibratory strike-off to allow roller compaction.

DETAILED SPECIFICATIONS**PROJECT 11780****3.03 Mixing and Hauling:**

- A. Mixing:** Truck mixers shall be operated at the speed designated as mixing speed by the manufacturer for 75 – 100 revolutions.
- B. Transportation:** The Pervious concrete mixture may be transported or mixed on site and shall be used within one (1) hour of the introduction of mix water to the cement unless a hydration stabilizer is utilized in the concrete mixture. Times may be extended to 90 minutes using a hydration stabilizer.
- C. Discharge:** Each truckload will be inspected for consistency of concrete mixture as per the description listed under Water Content in the Materials section of this specification. Water may be added to obtain the required mix consistency. A minimum of 30 revolutions at the manufacturer's designated mixing speed shall be required following the addition of any water to the mix. Discharge shall be a continuous operation and shall be completed as quickly as possible. Concrete shall be deposited as close to its final position as practical and such that fresh concrete enters the mass of previously placed concrete.

3.04 Placing and Finishing:

- A.** The Contractor shall provide either slip form or vibratory form riding equipment to place the concrete unless otherwise approved by the Owner or Engineer in writing. No internal vibration shall be allowed. Normal placement procedures involve utilizing a mechanical vibratory screed to strike off the concrete ½" to 3/4" above final height, utilizing the form spacers described in Formwork.
- B.** Workers shall avoid stepping on the plastic concrete immediately after its placement. Foot pressure can compress and force cement paste into the voids at the bottom of the slab, forming resistance to the percolation through the slab. Apparent defects in the surface shall be carefully remedied by placing fresh concrete into any depressions and compacting with a hand tamper.
- C.** Following strike-off, remove spacers and compact the concrete to the form level, utilizing either a steel roller or a plate compactor or other method approved by the Owner. This compaction secures the surface materials assuring pavement durability. Care shall be taken during compaction that sufficient compactive force is achieved without working the concrete surface enough to seal off the surface porosity.

DETAILED SPECIFICATIONS**PROJECT 11780**

- D. Hand tampers shall be used to compact the concrete along the slab edges immediately adjacent to the forms. After compacting and defect inspection and repair, no further finishing shall be performed on the concrete. Surface shall be immediately cured.
- E. The pervious concrete pavement shall be compacted to the required cross-section and shall not deviate more than +/- 3/8 inch in 10 feet from profile grade.

3.05 Curing:

- A. Curing procedures shall begin no longer than 20 minutes after final placement operations. The pavement surface shall be covered with a minimum of six (6) mil thick polyethylene sheet or other approved covering material. The cover shall overlap all exposed edges and shall be secured to prevent dislocation due to winds or adjacent traffic conditions. For additional guidance on hot weather concreting, see ACI 305.
- B. The low water/cement ratio and high amount of exposed surface of pervious concrete makes it especially susceptible to drying out. Keep the surface moist using a spray applied curing compound and/or evaporation retarder immediately after screeding.
- C. The curing cover shall remain securely in place for 7 days minimum. No auto traffic shall be allowed on the pavement until curing is complete and no truck traffic shall be allowed for 14 days.

3.06 Jointing

- A. Pervious pavement will generate cracking similar to conventional concrete pavements. Due to the porous surface of pervious concrete, cracking is not as readily noticeable as with an impervious concrete. For this reason jointing is considered optional.
- B. Control (contraction) joints shall be installed at regular intervals not to exceed 40 feet, or two times the width of the placement. The control joints shall be installed at ¼ the depth (to a maximum depth of 1½") of the thickness of the pavement. These joints can be installed in the plastic concrete or saw cut.
- C. Jointing plastic concrete: Joints installed in the plastic concrete are generally rolled in utilizing a small roller with a beveled flange welded to the circumference. This type of jointing is done immediately after roller compaction and prior to curing.
- D. Jointing hardened concrete: Joints may be saw-cut using an early entry saw. Saw-cuts shall be made as soon as the pavement has hardened sufficiently to prevent raveling and uncontrolled cracking. Early entry sawing occurs later with pervious concrete than with conventional concrete. For either method, the curing cover shall be removed and

DETAILED SPECIFICATIONS**PROJECT 11780**

the surface kept misted to prevent moisture loss. After sawing the curing cover shall be securely replaced for the remainder of the curing cycle.

- E. Transverse construction joints: Transverse construction joints shall be installed whenever placing is suspended for 30 minutes or whenever concrete is no longer workable. Isolation joints: Isolation joints shall be used when abutting fixed vertical structures such i.e. light pole bases, building foundations, etc.

3.07 Quality Control:

- A. The testing laboratory shall conform to the requirements of ASTM E329 and ASTM C1077. All personnel engage in testing shall be certified by the American Concrete Institute as ACI Concrete Field Technicians and be able to present their wallet cards upon request.
- B. Traditional portland cement pavement testing procedures based on strength and slump control are not applicable to this type of pavement material. Concrete tests shall be performed for each 150 cubic yards or fraction thereof with a minimum of one test for each day's placement.
- C. Plastic concrete shall be sampled in accordance with ASTM C 172 and tested for unit weight in accordance with ASTM C 29 using the jiggling procedure for compaction. The unit weight of the delivered concrete shall be +/- 5 pcf of the design unit weight.
- D. Plastic void content shall be calculated as per ASTM C138, Gravimetric Air Determination and compared to the void percentage used in Hydraulic design. Void content shall normally be between 15% and 25%.
- E. Hardened concrete shall be tested at a rate of one set of three cores per 150 cy of concrete placed on one day or fraction thereof. The cores shall be drilled in accordance with ASTM C 42. The cores when measured for length shall not be less than the specified design thickness.
- F. The cores shall be tested for saturated unit weight using ASTM C42 and void content using ASTM C140. Measured unit weight shall be +/- 5 pcf of the design unit weight. Measured void content shall not be less than the void content used in the hydraulic design.

3.08 Basis of Payment

DETAILED SPECIFICATIONS**PROJECT 11780**

- A. Pervious concrete pavement shall be paid for based on the square yard (foot) of in-place product including materials and labor. Payment shall be reduced for the following deficiencies:

Deficiency	Measurement	Payment Reduction
Thickness	- ½" to - 1"	25%
Thickness	Greater than - 1"	remove and replace
Void Content	Less than 15%	25%

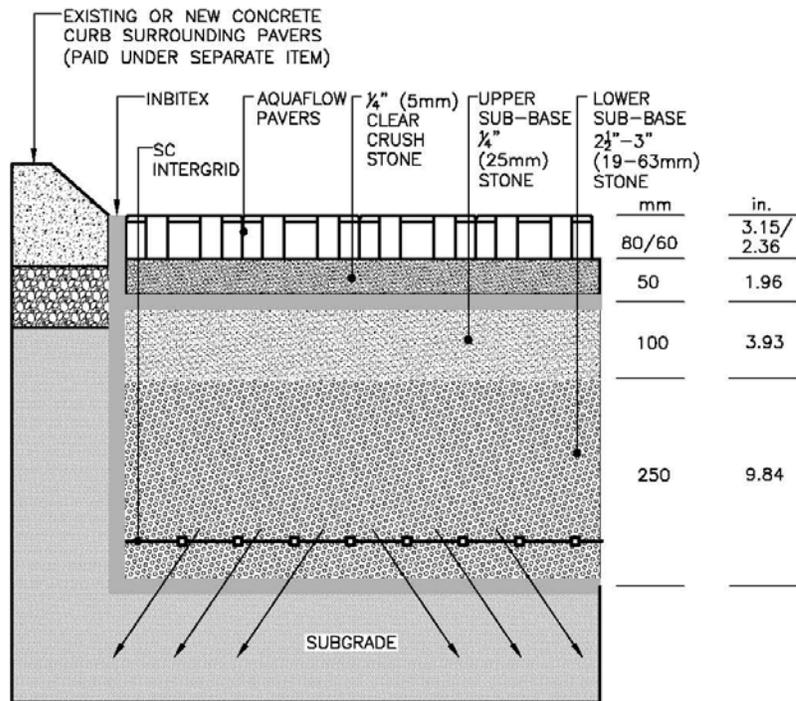
END OF SECTION

DETAILED SPECIFICATIONS

PROJECT 11780



AQUAFLOW SYSTEM WITH A SUB-GRADE



NOTES:
 CONTRACTOR SHALL FOLLOW HANSON HARDSCAPE AQUAFLOW PERMEABLE INTERLOCKING PAVERS SPECS (OR APPROVED EQUAL) AND THIS DETAIL SECTION COMPONENTS

DATE: 08/2012	SCALE:	PERVIOUS PAVERS	
REVISED:	DRAWN BY: WD		

DETAILED SPECIFICATIONS

PROJECT 11780

Contractor Performance Evaluation

Work Order: _____

Date: _____

CRITERIA		Performance Ranking 1			
		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 11780

Contractor Performance Evaluation (Continued)

11	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.				
12	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				
					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 #623-11048 - Project No. 11780 2012-2013 Annual Storm Drainage Contract

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.