

Solicitation 233-11184

Project 11870 Annual Contract for ADA Modifications & General Row Improvements

Bid designation: Public



City of Fort Lauderdale

Bid 233-11184

Project 11870 Annual Contract for ADA Modifications & General Row Improvements

Bid Number 233-11184
Bid Title Project 11870 Annual Contract for ADA Modifications & General Row Improvements

Bid Start Date Jul 23, 2013 4:51:46 PM EDT
Bid End Date Aug 14, 2013 2:00:00 PM EDT
Question & Answer End Date Aug 7, 2013 5:00:00 PM EDT

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

Addendum # 1

New Documents	P11870 Addendum 1.7-30-13.pdf
Changes were made to the following items: Project 11870 Annual Contract for ADA Modifications & General Row Improvements	

Addendum # 2

New Documents	Addendum 2 - Annual Constrct for ADA Mod 8.6.pdf		
Previous End Date	Aug 7, 2013 2:00:00 PM EDT	New End Date	Aug 14, 2013 2:00:00 PM EDT
Previous Q & A End Date	Jul 31, 2013 5:00:00 PM EDT	New Q & A End Date	Aug 7, 2013 5:00:00 PM EDT
Changes were made to the following items: Project 11870 Annual Contract for ADA Modifications & General Row Improvements			

Description

Sealed bids will be received until 2:00 P.M. on **WEDNESDAY, August 7, 2013**, 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 # 233-11184, PROJECT # P11870 – ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL ROW IMPROVEMENTS.**

This project does not include drawing files. See Detailed Specifications section for typical details. All work is to be performed strictly in accordance with contract documents on file in the Office of the City Engineer of Fort Lauderdale.

The intent of this bid is to establish a two (2) year contract for the construction, repairs and upgrades to the City of Fort Lauderdale parking lots, sidewalks and other public facilities at various locations, as and when needed.

The work includes furnishing all labor, tools, equipment, materials and supplies to complete the site preparation. Work includes the installation of asphalt and concrete repairs (including the ability to make minor slope changes), compacted limerock base, construction of greenways and sidewalks, seal-coating, temporary parking space striping, painted and thermoplastic parking space striping (standard and ADA compliant spaces), pavement markings including bike lanes and midblock crosswalks, pedestrian and school zone signalization, ADA compliant curb ramps and parking related signage as needed to bring the City of Fort Lauderdale Transportation & Mobility, Parking Services Department’s parking facilities into compliance with ADA

Guidelines, traffic calming infrastructure, in addition to new parking lots being constructed under this contract. Work includes construction of concrete sidewalk (4" and 6" thick), various concrete curbs as noted by detail specifications, brick pavers, type S-3 asphaltic concrete pavement, speed humps, stamped asphalt, pervious concrete and brick pavers, limerock base of various depths, installation of thermostatic and/or painted pavement markings, signalization equipment, sod, landscaping, irrigation and lighting; and removal of asphalt, concrete, tree roots and other items quantified in the proposal pages of the contract.

The City reserves the right to select up to three Contractors to perform this work, and may issue up to three Contracts, with a two (2) year term construction service contract(s) with 2 additional one year options. The selection of the Contractors will be based on the three lowest competitive, responsive and responsible bids submitted per quantities of work and the basis of award established in the Proposal. The Contractor's bids will be based on quantities of work items roughly equal in value to the maximum anticipated value of each contract. The number of Contractors selected will determine the actual maximum value of each contract. 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 criteria for Contractor Performance Evaluations (CPE) are included in the Contract Document and Specifications package. (See sheets CPE-1 and CPE-2).

The selected contractors will receive work orders, during the effective term of the contract and prior to the contract's expiration date, consisting of engineering plans, details, and specifications for each work order. The selected contractor(s) will receive specifications for each work order to obtain, review and approve a detailed cost estimate based on the executed contract with unit prices. **A Performance Bond (Surety Bond) of \$50,000 is required for this contract.** The Project Manager will send a notice to proceed to the contractor(s) after obtaining City Manager's office OR City Commission's approval as applicable FOR each work order.

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 \$100.00 (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 **TEN** percent (10%) 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.

Added on Jul 30, 2013:

Add Addendum #1

Added on Aug 6, 2013:

Add Addendum #2

Bid Opening is postponed until Wednesday, August 14, 2013 at 2:00

Addendum # 1

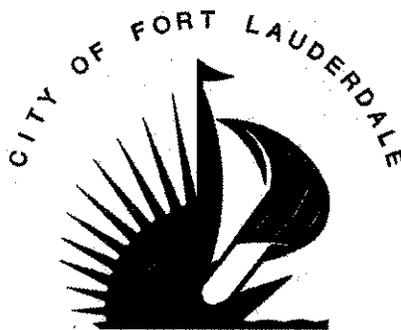
Addendum # 2

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

BID # 233-11184

PROJECT # 11870

**ANNUAL CONTRACT FOR ADA
MODIFICATIONS & GENERAL
ROW IMPROVEMENTS**



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

**ANTOINETTE T. BUTLER
PROJECT ENGINEER**

**RICK ANDREWS
PROCUREMENT SPECIALIST
Telephone: (954) 828-4357 E-mail: randrews@fortlauderdale.gov**

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NOTE: The following pages must be completely filled out and included as a part of each sealed bid proposal:

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**FAILURE TO SUBMIT THE ABOVE
MAY RESULT IN YOUR BID BEING REJECTED,
AT THE SOLE DISCRETION OF THE CITY, AS NON-RESPONSIVE**

INVITATION TO BID

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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 **TEN** percent (10%) 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 by the Questions and Answers deadline as indicated in BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addendums have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

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

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

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.

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

BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of 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

INSTRUCTIONS TO BIDDERS (continued)

the right to reject any or all proposals and to waive such technical errors as may be deemed best for the interests of the City.

BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <http://www.fortlauderdale.gov/engineering/bids.htm>. The complete protest ordinance may be found on the City's website at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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

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

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

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

COPIES OF PLANS AND SPECIFICATIONS - Copies of the specifications, details, contract and bonds are on file in the Office of the City Engineer, City Hall, 4th Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

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

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

INSTRUCTION TO BIDDERS (Continued)

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.

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

Rev. 1/10/2013

PROPOSAL (Continued)

PROJECT # 11870

**PROPOSAL
 BID # 233-11184
 PROJECT # 11870
 ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL ROW IMPROVEMENTS**

TO THE COMMISSION OF THE CITY OF
 FORT LAUDERDALE, FLORIDA

Gentlemen:

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

It is understood that the work described below does not constitute a specific project and that no contract will be issued for construction of the items at the quantities described below. The extended value of each item and the contract total will be used only to determine the basis of award and establish the unit prices to be incorporated into the final contract.

ITEM 1: Mobilization and demobilization

Allowance	\$ <u>15,000.00</u>
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ITEM 2: Maintenance of Traffic

Allowance	\$ <u>15,000.00</u>
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ITEM 3: Consideration for Indemnification

Allowance	\$ <u>25.00</u>
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ITEM 4: Permit fee allowance to **reimburse the Contractor for any City Permit fee**, including the City's Tree Permit fees.

Contractor shall be reimbursed for only actual amount of permit fees, which does not include time, or other associated costs of procurement.

ALLOWANCE:	\$ <u>30,000.00</u>
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ITEM 5: Furnish all materials, labor and equipment to **construct concrete ADA/wheelchair access ramps**, as well as reconstruction of base where required, to include clearing and grubbing. Concrete slab shall have 6-inches minimum thickness. See detail C4.1-1, C4.1-2, and C4.3 on detail specifications. All ramps shall have detectable warning

PROPOSAL (Continued)

PROJECT # 11870

ITEM 5 (continued)

surface with truncated domes. Provide Armor Tile - Cast In Place, ADA solutions Replaceable Composite (Wet-Set) or approved equal cast in place detectable warning surface on each ramp location. If cast in place method is not used truncated domes shall conform to FDOT Roadway and Traffic Design Standards - Index No. 304, Epoxy-type installation. Truncated domes shall be Vanguard ADA System (Vanguard of Florida, 954-520-9347) or approved equal. See detail C4.6 in detail specifications.

Approximately 8 ADA Ramps Locations

@ \$ _____/EACH (8)

\$ _____

ITEM 6: Furnish all materials, labor, and equipment to **install detectable warnings on existing asphalt or concrete surfaces.** Truncated domes shall conform to FDOT Roadway and Traffic Design Standards - Index No. 304, Epoxy-type installation. Truncated domes shall be Vanguard ADA System (Vanguard of Florida, 954-520-9347) or approved equal.

Approximately 4500 Square Feet

@ \$ _____/S.F.

\$ _____

ITEM 7: Furnish all materials, labor, and equipment to **remove existing thermoplastic striping** before seal coating or re-striping a lot.

Approximately 1200 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 8: Furnish all materials, labor, and equipment for **milling existing pavement, 1" average depth.**

Approximately 5,000 Square Feet

@ \$ _____/S.F.

\$ _____

ITEM 9: Furnish all materials; labor and equipment to **construct 4, 6, or 8-inch thick compacted limerock base compared to 100% AASHTO T-99-C,** including clearing and grubbing, excavation, removal and disposal of existing materials.

PROPOSAL (Continued)

PROJECT # 11870

ITEM 9 (continued)

a) 4-inch limerock base @ \$ _____ /S.Y. (1,200 S.Y.) \$ _____

b) 6-inch limerock base @ \$ _____ /S.Y. (1,200 S.Y.) \$ _____

c) 8-inch limerock base @ \$ _____ /S.Y. (600 S.Y.) \$ _____

ITEM 10: Furnish all materials, labor, and equipment to **construct 1-1/2" thick FDOT Type S-3 asphaltic concrete surface**, including tack coat and all necessary appurtenances.

Approximately 9,000 Square Yards

@ \$ _____ /S.Y. (9,000 S.Y.) \$ _____

ITEM 11: Furnish all materials, labor and equipment to **seal coat existing asphalt**. This item includes two (2) coats of coal tar pitch emission, silica sand, and spread with squeegee or brush. Also include removal of oil stain, oil dripping and sweeping existing parking surface.

Approximately 75,000 Square Yards

@ \$ _____ /S.Y. (75,000 S.Y.) \$ _____

ITEM 12: Furnish all materials, labor and equipment to **install four-inch (4"), six-inch (6"), eight-inch (8"), twelve-inch (12"), eighteen-inch (18"), and twenty four-inch (24") wide solid white paint (two coat application), pavement markings** to include parking lots, on-street parking, bike lanes, right of way, crosswalks, parking stalls, and handicap access aisles; clearing and grubbing, and removal of existing, if needed.

a) 4-inch wide white paint. Approximately 21,000 Linear Feet
@ \$ _____ /L.F. \$ _____

b) 6-inch wide white paint. Approximately 3,000 Linear Feet
@ \$ _____ /L.F. \$ _____

c) 8-inch wide white paint. Approximately 3,000 Linear Feet
@ \$ _____ /L.F. \$ _____

d) 12-inch wide white paint. Approximately 600 Linear Feet
@ \$ _____ /L.F. \$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 12 (continued)

e) 18-inch wide white paint. Approximately 600 Linear Feet

@ \$ _____/L.F.

\$ _____

f) 24-inch wide white paint. Approximately 600 linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 13: Furnish all materials, labor and equipment to **install four-inch (4"), six-inch (6"), eight-inch (8"), twelve-inch (12"), and twenty four-inch (24") wide solid white thermoplastic pavement markings**, to include parking lots, on-street parking, bike lanes, right of way, crosswalks, parking stalls, and handicap access aisles; clearing and grubbing, and removal of existing, if needed.

a) 4-inch wide white thermoplastic pavement markings.
Approximately 6,000 Linear Feet

@ \$ _____/L.F.

\$ _____

b) 6-inch wide white thermoplastic pavement markings.
Approximately 600 Linear Feet

@ \$ _____/L.F.

\$ _____

c) 8-inch wide white thermoplastic pavement markings.
Approximately 600 Linear Feet

@ \$ _____/L.F.

\$ _____

d) 12-inch wide white thermoplastic pavement markings.
Approximately 120 Linear Feet

@ \$ _____/L.F.

\$ _____

e) 24-inch wide white thermoplastic pavement markings.
Approximately 120 linear feet

@ \$ _____/L.F.

\$ _____

ITEM 14: Furnish all materials, labor, and equipment to **install six inch (6") wide blue paint (two coat application), pavement markings.**

Approximately 6,000 Linear Feet

@ \$ _____/L.F.

\$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 15: Furnish all materials, labor, and equipment to **install six-inch (6") wide solid blue thermoplastic pavement markings** for parking stalls and handicap access aisles.

Approximately 3,000 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 16: Furnish all materials, labor, and equipment to **install four-inch (4"), six-inch (6"), and eighteen-inch (18") wide solid yellow paint (two coat application), pavement markings.**

a) 4-inch wide yellow paint. Approximately 600 Linear Feet

@ \$ _____/L.F.

\$ _____

b) 6-inch wide yellow paint. Approximately 600 Linear Feet

@ \$ _____/L.F.

\$ _____

c) 18-inch wide yellow paint. Approximately 600 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 17: Furnish all materials, labor, and equipment to **install four-inch (4") and six-inch (6") wide solid yellow thermoplastic pavement markings.**

a) 4-inch wide yellow thermoplastic pavement markings.
Approximately 3,000 Linear Feet

@ \$ _____/L.F.

\$ _____

b) 6-inch wide yellow thermoplastic pavement markings.
Approximately 600 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 18: Furnish all materials, labor, and equipment to **install (double) six inch (6") wide yellow paint (two coat application), pavement markings.**

Approximately 6,000 Linear Feet

@ \$ _____/L.F.

\$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 19: Furnish all materials, labor, and equipment to **install (double) six-inch (6") wide solid blue thermoplastic pavement markings.**

Approximately 3,000 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 20: Furnish all materials, labor, and equipment to **install eighteen-inch (18") wide solid Chevron white thermoplastic pavement markings** for parking stalls and handicap access aisles.

Approximately 200 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 21: Furnish all materials, labor, and equipment to **install eighteen-inch (18") wide solid Chevron yellow thermoplastic pavement markings** for parking stalls and handicap access aisles.

Approximately 200 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 22: Furnish all materials, labor, and equipment to **install painted handicap signs** per detail in Detail Specifications.

Approximately 120 each

@ \$ _____/EACH

\$ _____

ITEM 23: Furnish all materials, labor, and equipment to **install white paint handicap accessible parking symbol pavement marking** per detail in Detail Specifications.

Approximately 90 each

@ \$ _____/EACH

\$ _____

ITEM 24: Furnish all materials, labor and equipment to **install white thermoplastic handicap accessible parking symbol pavement marking** per detail in Detail Specifications.

Approximately 36 Each

@ \$ _____/EACH

\$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 25: Furnish all materials, labor, and equipment to **install directional turn arrows**, twenty four-inch (24") wide solid white thermoplastic pavement markings, per FDOT Index 17346, sheet 1 of 14.

Approximately 30 Each

@ \$ _____ / EACH

\$ _____

ITEM 26: Furnish all materials, labor, and equipment to **install directional turn arrows, twenty four-inch (24") wide solid white paint** (two coat application) pavement markings, per FDOT Index 17346, sheet 1 of 14.

Approximately 5 Each

@ \$ _____ / EACH

\$ _____

ITEM 27: Furnish all materials, labor, and equipment to **install bicycle marking, twenty four-inch (24") wide solid white paint** (two coat application) pavement markings, per FDOT Index 17347, sheet 1 of 4.

Approximately 5 Each

@ \$ _____ / EACH

\$ _____

ITEM 28: Furnish all materials, labor, and equipment to **install railroad sign** thermoplastic pavement markings, per detail in Detail Specifications.

Approximately 2 Each

@ \$ _____ / EACH

\$ _____

ITEM 29: Furnish all materials, labor, and equipment to **install RPM's clear-red**, per detail in Detail Specifications.

Approximately 14 Each

@ \$ _____ / EACH

\$ _____

ITEM 30: Furnish all materials, labor and equipment to **install concrete car stop** per detail in Detail Specifications.

a) Concrete car stop painted blue. Approximately 120 each

@ \$ _____ /EACH

\$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 30 (continued)

b) Concrete car stop unpainted. Approximately 30 each

@ \$ _____/EACH

\$ _____

ITEM 31: Furnish all materials labor and equipment to **construct 4-inch thick concrete sidewalk**, un-reinforced, including clear and grubbing and removal and disposal of existing sidewalk, reconstruction of base rock and compaction where required. See detail C2.1 in Detail Specifications section.

Approximately 10,000 Square Feet

@ \$ _____/S.F. (10,000 S.F.)

\$ _____

ITEM 32: Furnish all materials labor and equipment to **construct 6-inch thick concrete sidewalk**, un-reinforced, including clear and grubbing, and removal and disposal of existing sidewalk reconstruction of base rock and compaction where required. See detail C2.1 in Detail Specification section.

Approximately 3,000 Square Feet

@ \$ _____/S.F. (3,000 S.F.)

\$ _____

ITEM 33: Furnish all materials labor and equipment to **construct 4-inch thick various colors concrete un-reinforced sidewalk**. This includes clear and grubbing, removal and disposal of existing sidewalk, reconstruction of base rock and compaction where required. Concrete shall contain the proper proportion of CHROMIX admixture for color-conditioned concrete and/or with decorative brick chips/seashells or other exposed aggregate. Concrete color and design specifications of the concrete to be determined by the Engineer of Record. Sandblasting and/or pressure cleaning are included in this item. See detail C2.1 in Detail Specifications.

a) 4" color concrete sidewalk @ \$ _____/S.F. (125 S.F.)

\$ _____

b) 4" brick chips/seashells @ \$ _____/S.F. (125 S.F.)

\$ _____

c) 6" color concrete sidewalk @ \$ _____/S.F. (125 S.F.)

\$ _____

d) 6" chip/brick chips/seashells @ \$ _____/S.F. (125 S.F.)

\$ _____

ITEM 34: Furnish and install **steel reinforcing 6 inches x 6 inches - 10/10 wire mesh** in concrete where indicated by Engineer.

PROPOSAL (Continued)

PROJECT # 11870

ITEM 34 (continued)

Approximately 500 square feet.

@ \$ _____/S.F. (500 S.F.) \$ _____

ITEM 35: Furnish all materials, labor, and equipment to **remove and properly dispose of existing asphalt (at various depths), metal railing, metal or wood guard rail, wood or chain-link fencing, saw cutting asphalt and concrete,** and all the items listed below.

- a) Asphalt Removal @ \$ _____/S.Y. (500 S.Y.) \$ _____
- b) Metal Railing @ \$ _____/L.F. (25 L.F.) \$ _____
- c) Metal or Wood Guard Rail @ \$ _____/L.F. (25 L.F.) \$ _____
- d) Wood or Chain-link fencing @ \$ _____/L.F. (200 L.F.) \$ _____
- e) Saw Cut Asphalt/Concrete @ \$ _____/L.F. (1,500 L.F.) \$ _____
- f) 4" thick Concrete Sidewalk @ \$ _____/S.F. (500 L.F.) \$ _____
- g) 6" thick Concrete Sidewalk @ \$ _____/S.F. (200 L.F.) \$ _____
- h) Storm Drain Basin @ \$ _____/S.F. (10) \$ _____
- i) 15" or Smaller Storm Pipe @ \$ _____/S.F. (50 L.F.) \$ _____
- j) Various Width Curb Inlet Top Removal @ \$ _____/EA. (6) \$ _____
- k) Various Width Pavement Markings Removal (Hydro-blasting) @ \$ _____/L.F. (1,000 L.F.) \$ _____
- l) Directional Arrow Pavement Markings Removal (Hydro-blasting) @ \$ _____/ EACH (16) \$ _____
- m) Type "D" Concrete Curb @ \$ _____/S.F. (50 L.F.) \$ _____
- n) Type "F" Concrete Curb @ \$ _____/S.F. (50 L.F.) \$ _____
- o) Concrete Curb & Gutter @ \$ _____/S.F. (50 L.F.) \$ _____
- p) Concrete Driveways @ \$ _____/S.F. (50 L.F.) \$ _____
- q) Limerock Base Removal @ \$ _____/C.Y. (1,000 C.Y.) \$ _____
- r) Paver Blocks Removal @ \$ _____/S.F. (300 S.F.) \$ _____
- s) Sign & Post Removal @ \$ _____/EACH (18) \$ _____

ITEM 36: Furnish all materials, labor, and equipment to **demolish and remove reinforced concrete** including cutting, breaking,

PROPOSAL (Continued)

PROJECT # 11870

ITEM 36 (continued)

hauling and properly disposing of material.
Approximately 10 Cubic Yards

@ \$ _____/C.Y. (10 C.Y.)

\$ _____

ITEM 37: Furnish all materials, labor and equipment to **construct 8-inch thick concrete paving reinforced with #5 bars**, 3-inches above bottom of pavement, spaced 12-inches on centers both ways. This item also includes clearing and grubbing.

Approximately 50 Square Feet

@ \$ _____/S.F. (50 S.F.)

\$ _____

ITEM 38: Furnish all materials, labor and equipment to **construct standard 6"x16" Type "D" curb**, including drop curb, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detail in Detail Specifications.

Approximately 600 Linear Feet

@ \$ _____/L.F. (600 L.F.)

\$ _____

ITEM 39: Furnish all materials, labor and equipment to **construct standard 24"x12" Type "F" curb and gutter**, including drop curb, per Detailed Specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb and gutter. See detail in Detail Specifications.

Approximately 600 Linear Feet

@ \$ _____/L.F. (600 L.F.)

\$ _____

ITEM 40: Furnish all materials, labor and equipment to **construct standard concrete Valley-gutter**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing concrete V-gutter. See detail in Detail Specifications.

Approximately 300 Linear Feet

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

\$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 41: Furnish all materials labor and equipment to **construct drop curb**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing, grubbing, removal, and proper disposal of existing concrete curb and sidewalk. See detail in Detail Specifications.

Approximately 300 Linear Feet

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

\$ _____

ITEM 42: Furnish all materials labor and equipment to construct a **Type "A" concrete median curb**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing median concrete curb. See detail in Detail Specifications.

Approximately 300 Linear Feet

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

\$ _____

ITEM 43: Furnish all materials, labor, and equipment to construct **new 12-inch wide x 12-inch deep concrete header curb bordering paver blocks**, per detail specifications including transitions, and reconstruction of base where required. This item also includes clearing, grubbing, removal, and proper disposal of existing header curb. See detail in Detailed Specifications.

Approximately 150 Linear Feet

@ \$ _____/L.F.

\$ _____

ITEM 44: Furnish all materials, labor and equipment to construct **other type of concrete curbs** per Detail Specifications including transitions, and reconstruction of base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb, if applicable. See detail in Detailed Specifications.

a) 16" Curb Meter Sidewalk @ \$ _____/L.F. (100 L.F.)

\$ _____

b) Standard Wheel Stop @ \$ _____/EACH (10)

\$ _____

c) 6" thick concrete sidewalk @ \$ _____/L.F. (500 L.F.)

\$ _____

ITEM 45: Furnish all materials labor and equipment, including clearing and grubbing, to **grind or horizontal saw-cut raised concrete sidewalk or concrete header curb**. Slope to conform to ADA specifications with maximum slope of 1:12.

PROPOSAL (Continued)

PROJECT # 11870

ITEM 45 (continued)

Maximum area for grind/saw-cut is 2-feet x 5-feet with work areas up to ten (10) square feet. See detail in Detailed Specifications.

Approximately 10 Work Areas

@ \$ _____ /Locations (10)

\$ _____

ITEM 46: Furnish all materials labor and equipment to install **stamped asphaltic concrete**. The color and pattern of stamped asphalt, to be determined by the engineer. See Detailed Specifications.

Approximately 500 S.F.

@ \$ _____ /S.F. (500 S.F.)

\$ _____

ITEM 47: Furnish all materials, labor, and equipment to install **new 3-1/8-inch thick concrete pavers** of various shapes over sand-leveling course, as well as reconstruction of base, as shown in detail specifications. This item also includes clearing, grubbing, removal and proper disposal of existing materials. Locking sand shall be utilized between pavers.

Approximately 3000 Square Feet

@ \$ _____ /S.F. (3,000 S.F.)

\$ _____

ITEM 48: Furnish all materials, labor, and equipment to install **new 2-3/8-inch thick concrete pavers** of various shapes over sand-leveling course, as well as reconstruction of base, as shown in detail specifications. This item also includes clearing, grubbing, removal and proper disposal of existing materials. Locking sand shall be utilized between pavers.

Approximately 600 Square Feet

@ \$ _____ /S.F. (600 S.F.)

\$ _____

ITEM 49: Furnish all materials, labor, and equipment to install **new 2-1/4" x 4" x 8" solid hard-burned, clay brick pavers** over sand-leveling course, as well as reconstruction of base, as shown in detail specifications. This item also includes clearing, grubbing, removal and proper disposal of existing materials. Locking sand shall be utilized between pavers.

Approximately 600 Square Feet

@ \$ _____ /S.F. (600 S.F.)

\$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 50: Furnish all materials, labor, and equipment to **remove existing paver bricks of various shape and thickness and replace same paver bricks**, and any additional similar paver bricks as needed to properly complete repair over sand-leveling course. This item includes any sub-base repair, up to 12" of compacted limerock and sand, as required. Locking sand shall be utilized between pavers.

Approximately 4,000 Square Feet

@ \$ _____/S.F. (4,000 S.F.)

\$ _____

ITEM 51: Furnish all materials, labor, and equipment to **remove existing solid clay blocks** of various shape and thickness and **replace same solid clay blocks**, and any additional similar solid clay blocks as needed to properly complete repair over sand-leveling course. This item includes any sub-base repair, up to 12" of compacted limerock and sand, as required. Locking sand shall be utilized between pavers.

Approximately 600 Square Feet

@ \$ _____/S.F. (600 S.F.)

\$ _____

ITEM 52: Furnish all materials, labor, and equipment to install **galvanized steel hand railing, galvanized steel safeguard railing, wood, and/or steel guard rail** to ADA standards. This includes clear and grubbing.

a) Galvanized steel handrail @ \$ _____/L.F. (50 L.F.)

\$ _____

b) Galvanized steel safeguard @ \$ _____/L.F. (50 L.F.)

\$ _____

c) Wood guard rail @ \$ _____/L.F. (50 L.F.)

\$ _____

d) Steel guard rail @ \$ _____/L.F. (50 L.F.)

\$ _____

Note: Details for items a, b, c, found in detail specifications.
Details for Item d, are found at FDOT index # 400,
Standard Design Manual.

ITEM 53: Furnish all materials, labor, and equipment to **pressure clean** (to high quality-near new condition, with no streaking) **existing paver brick or paver blocks**, and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work should **be done at nights** (from 6:00 p.m. to 7:00 a.m.) **and weekends**, approximately 100 square feet. This item also includes filling voids with clean sand.

Approximately 100 Square Feet

@ \$ _____/S.F. (100 S.F.)

\$ _____

PROPOSAL (Continued)

PROJECT # 11870

ITEM 54: Furnish all materials, labor, and equipment to **pressure clean** (to high quality-near new condition, with no streaking) **existing paver brick or paver blocks**, and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work is to be **done during regular office hours** (from 7:00 a.m. to 6:00 p.m.), approximately 100 square feet. This item also includes filling voids with clean sand.

Approximately 100 Square Feet

@ \$ _____/S.F. (100 S.F.)

\$ _____

ITEM 55: Furnish all materials, labor, and equipment to **pressure clean existing concrete sidewalk** (to high quality-near new condition, with no streaking), and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work should be **done at nights** (from 6:00 p.m. to 7:00 a.m.) and weekends, approximately 100 square feet.

Approximately 100 Square Feet

@ \$ _____/S.F. (100 S.F.)

\$ _____

ITEM 56: Furnish all materials, labor, and equipment to **pressure clean existing concrete sidewalk** (to high quality-near new condition, with no streaking), and remove all dirt, mildew, stains (including oil), gum, tire/location marks, graffiti and etc., and all other necessary appurtenances. This work is to be done **during regular office hours** (from 7:00 a.m. to 6:00 p.m.) and weekends, approximately 100 square feet.

Approximately 100 Square Feet

@ \$ _____/S.F. (100 S.F.)

\$ _____

ITEM 57: Furnish all materials, labor and equipment to install **new sign assemblies**, removal and relocate of existing sign assemblies, these items include the removal and reconstruction of existing concrete, asphalt, sod, various rocks, limerock base, and gravel.

a) Single Post Sign @ \$ _____/EACH (4)

\$ _____

b) Remove & Relocate Existing Sign @ \$ _____/EACH (4.)

\$ _____

ITEM 58: Furnish all materials, labor and equipment to install **custom sign assemblies**, removal and relocate of existing sign assemblies, these items include the removal and reconstruction of existing concrete, asphalt, sod, various rocks, limerock base, and gravel. See sign panel detail sheet C-13.

PROPOSAL (Continued)

PROJECT # 11870

ITEM 58 (continued)

- a) Single Post Sign @ \$ _____ /EACH (20) \$ _____
- b) Remove & Relocate Existing Sign @ \$ _____ /EACH (20) \$ _____

ITEM 59: Furnish all materials labor and equipment to install **variable message boards** for maintenance of traffic.

Approximately 5 work areas

@ \$ _____ /Locations (5) \$ _____

ITEM 60: Furnish all materials, labor and equipment to **install water meter box** supplied by the City, when required during sidewalk construction. This item includes clearing and grubbing and all necessary grading adjustment to have meter flushed with sidewalk.

Approximately 26 Locations

@ \$ _____ /EACH (26) \$ _____

ITEM 61: Furnish all materials, labor and equipment to **reconstruct top slab of FDOT storm drain inlet and install new cast-iron frame and cover**. See manhole frame and cover detail S-201, as shown in Detailed Specifications. This includes placement of #6 rebar and installation of 5" PVC supports. Storm Drain Inlet to conform to FDOT Standards (Index 210) for storm drain inlets. This includes barricades for thirty-days (30) during concrete curing period.

Approximately 6 Locations

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

ITEM 62: Furnish all materials, labor and equipment to **reconstruct top slab of FDOT storm drain inlet**. Reuse existing cast-iron frame and cover. This includes placement of #6 rebar and installation of 5" PVC supports. Storm Drain Inlet to conform to FDOT Standards (Index 210) for storm drain inlets. This includes barricades for thirty-days (30) during concrete curing period.

Approximately 10 Locations

@ \$ _____ /EACH (10) \$ _____

ITEM 63: Furnish all materials, labor and equipment to **trim, remove and dispose of tree roots** affecting curbs, gutters or concrete

PROPOSAL (Continued)

PROJECT # 11870

ITEM 63 (continued)

sidewalks, including excavation clearing, grubbing and backfilling.

Approximately 35 Trees

@ \$ _____/EACH (35)

\$ _____

ITEM 64: Furnish all materials, labor, and equipment to **restore/rework tree grate** to original condition including adjustment of tree grate and trimming of tree roots as necessary.

Approximately 6

@ \$ _____/EACH (6)

\$ _____

ITEM 65: Furnish all materials, labor and equipment to lay **St. Augustine "Floritam" or Bahia sod** authorized by the Engineer of Record, including clear and grubbing, and all other appurtenances.

Approximately 800 square yards

a) Bahia sod @ \$ _____/S.Y. (700 S.Y.)

\$ _____

b) St. Augustine sod @ \$ _____/S.Y. (300 S.Y.)

\$ _____

ITEM 66: Furnish all materials, labor, and equipment to **deliver and place new Ascension Protégé 5442P Model Series Vertical Portable Wheelchair Lift**, manufactured by Ascension, 3526 E. Fort Lowell Rd., Tucson, AZ, 85716; or equal City approved product. Provide outdoor use package.

Approximately 2 Lifts

@ \$ _____/EACH (2)

\$ _____

ITEM 67: Furnish all materials, labor, and equipment to **deliver and place new Ascension Virtuose 5460P Model Series vertical wheelchair lift**, manufactured by Ascension, 3526 E. Fort Lowell Rd., Tucson, AZ, 85716; or equal City approved product. Provide outdoor use package.

Approximately 2 Lifts

@ \$ _____/EACH (2)

\$ _____

ITEM 68: Furnish all materials, labor, and equipment to **install surface mounted 'Bobrick' Model B-43699 H. C.**

ITEM 68 (continued)

combination towel dispenser/waste receptacle; or equal City approved product.

Approximately 2 Receptacles

@ \$ _____/EACH (2)

\$ _____

ITEM 69: Furnish all materials, labor, and equipment to **install enhanced pedestrian signalization at midblock crosswalks and school zone locations**, manufactured by Carmanah, 250 Bay Street, Victoria, British Columbia, Canada, V9A 3K5; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

\$ _____

ITEM 70: Furnish all materials, labor, and equipment to **install standard in-roadway warning light base plate**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

\$ _____

ITEM 71: Furnish all materials, labor, and equipment to **install standard in-roadway warning lights, Signal Head Series 9X**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

ITEM 72: Furnish all materials, labor, and equipment to **install illuminated regulatory and warning signs, 8 LED Bars**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

PROPOSAL (Continued)

PROJECT # 11870

ITEM 73: Furnish all materials, labor, and equipment to **install illuminated regulatory and warning signs, 3 LED Bars**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____ /EACH (10)

ITEM 74: Furnish all materials, labor, and equipment to **install smart crosswalk solar power control unit, LGS-Solar System**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____ /EACH (10)

ITEM 75: Furnish all materials, labor, and equipment to **install smart crosswalk solar power control unit, LGS-PCU-AC**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____ /EACH (10)

ITEM 76: Furnish all materials, labor, and equipment to **install smart crosswalk flashing controller, LGS-DC-OUT-UPGD**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____ /EACH (10)

ITEM 77: Furnish all materials, labor, and equipment to **install smart rectangular rapid flashing beacon, LGS-RRFB-F and LGS-RRFB-FS**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____ /EACH (10)

PROPOSAL (Continued)

PROJECT # 11870

ITEM 78: Furnish all materials, labor, and equipment to **install activation mechanism manual series, LGS-PBA-BRAILLE**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

ITEM 79: Furnish all materials, labor, and equipment to **install activation mechanisms manual series – push buttons**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

ITEM 80: Furnish all materials, labor, and equipment to **install smart crosswalk activation mechanisms manual push buttons, audible series – Polara Push Button**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

ITEM 81: Furnish all materials, labor, and equipment to **install automatic activation bollards, LGS-T3**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

ITEM 82: Furnish all materials, labor, and equipment to **install 2 part epoxy (Pass through item), LGS-Bondo**, manufactured by LightGuard Systems, Inc., 2292 Airport Boulevard, Santa Rosa, CA 95403; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

ITEM 83: Furnish all materials, labor, and equipment to **install Type TRRL profile (rounded) speed humps**, 12-foot long by 24-foot wide.

PROPOSAL (Continued)

PROJECT # 11870

ITEM 83 (continued)

Approximately 18 Speed Humps.

@\$ _____ /EACH (18)

\$ _____

ITEM 84: Furnish all materials, labor, and equipment to **install Flat top profile speed humps**, 22-feet long by 24-foot wide.

Approximately 8 Speed Humps.

@\$ _____ /EACH (8)

\$ _____

ITEM 85: Furnish all materials, labor, and equipment to **install Speed cushions, 6 1/2 -feet long by 6 3/4 -feet wide**, (Two asphalt cushion per location)

Approximately 6 asphalt speed cushion.

@\$ _____ /EACH (6)

\$ _____

ITEM 86: Furnish all materials, labor, and equipment to **install 30-inch x 30-inch advance warning signs**, complete with 18-inch x 18-inch speed advisory signs, mounting hardware and square galvanized steel posts.

Approximately 27 signs

@\$ _____ /EACH (27)

\$ _____

ITEM 87: Furnish all materials, labor, and equipment to **apply 6-feet by 6-feet by 6-feet in length thermoplastic arrows**, to speed hump (two arrows per location)

Approximately 40 thermoplastic Arrows

@\$ _____ /EACH (40)

\$ _____

ITEM 88: Furnish all materials, labor, and equipment to **demolish and restore flat top profile speed humps**, 22-feet long by 24-feet wide.

Approximately 2 speed humps

@\$ _____ /EACH (2)

\$ _____

ITEM 89: **TRAFFIC SIGNALIZATION** – Furnish all labor, materials, and equipment to perform all associated installation for traffic signals

PROPOSAL (Continued)

PROJECT # 11870

ITEM 89 (continued)

and traffic control devices only, as outlined in the attached specifications.

(PI=per intersection; AS=assembly)

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Directional Bore, Less than 6", 555-1-1	LF	400	\$	\$
b) Conduits Signal, 630-1-12	LF	101	\$	\$
c) Cable, Signal, 632-7-1	PI	2	\$	\$
d) Pull Boxes, 635-1-11	EA	10	\$	\$
e) Traffic Signal, 3-section, 1-way, LED, 650-51-311	AS	1	\$	\$
f) Traffic Signal, Relocate, 650-54	AS	3	\$	\$
g) Pedestrian Signal, 1-section, 1-way, 653-191	AS	8	\$	\$
h) Pedestrian Signal, 1-section, 2-way, 653-192	AS	1	\$	\$
i) Signal Head Auxiliaries, Aluminium Pedestal, 659-107	EA	9	\$	\$
j) Pedestrian Detector, 665-11	EA	10	\$	\$
k) Traffic Controller Assembly, Modify, 670-5-431	AS	2	\$	\$
l) Traffic Signal, Remove, 690-10	EA	1	\$	\$
m) Sign Panel, 700-48-18	EA	10	\$	\$

ITEM 90: LANDSCAPE – Furnish all labor, materials, and equipment to perform all associated installation of new Landscape. Installation planting soil, as outlined in the attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Hyophorbia Verschaffeltii (FG 12' HT , MATCHED)	EA	42	\$	\$
b) Jatropha Integerrima 'Standard' (25 GAL, 8' HT x 5' CT, MATCHED)	EA	54	\$	\$

PROPOSAL (Continued)

PROJECT # 11870

c) Quercus Virginiana 'High Rise' (4" CAL x 18' HT x 8' SPR x 8' CT)	EA	56	\$	\$
d) Aechmea Blanchetiana 'Orange' (3 GAL, 36" HT x 36" SPR)	EA	40	\$	\$
e) Allamanda Schottii (3 GAL, 18" HT x 20" SPR)	EA	312	\$	\$
f) Acalypha Wilkesiana 'Macafeana' (3 GAL, 30" HT x 24" SPR)	EA	215	\$	\$
g) Chrysobalanus Icaco 'Red Tip' (3 GAL, 24" HT x 18" SPR)	EA	624	\$	\$
h) Cordyline Fruticosa 'Black Magic' (3 GAL, 18" HT x 20" SPR)	EA	588	\$	\$
i) Duranta Erecta 'Gold Mound' (3 GAL, 16" HT x 16" SPR)	EA	376	\$	\$
j) Dianella Tasmanica 'Variegata' (1 GAL, 16" HT x 12" SPR)	EA	2166	\$	\$
k) Ficus Microcarpa 'Green Island' (3 GAL, 14" HT x 14" SPR)	EA	374	\$	\$
l) Ilex Vomitoria 'Stokes Dwarf' (3 GAL, 16" HT x 14" SPR)	EA	780	\$	\$
m) Juniperus Conferta 'Compacta' (3 GAL, 16" HT x 14" SPR)	EA	992	\$	\$
n) Microsorium Scolopendrium (3 GAL, 14" HT x 14" SPR)	EA	1080	\$	\$
o) Psychotria Nervosa (3 GAL, 16" HT x 16" SPR)	EA	599	\$	\$
p) Rhapsiolepis Indica 'Alba' (3 GAL, 16" HT x 12" SPR)	EA	599	\$	\$
q) Trachelospermum Asiaticum 'Tricolor' (1 GAL, 6" HT x 10" SPR)	EA	1028	\$	\$
r) Clean Sand At 15" Depth	CY	1800	\$	\$
s) 100% Decomposed Compost At 3" Depth	CY	300	\$	\$
t) Mulch At 3" Depth	CY	300	\$	\$
u) Tree Barricades(30 Trees At 40 LF each)	LF	1200	\$	\$

PROPOSAL (Continued)

PROJECT # 11870

v) Planting Soil	CY	1000	\$	\$
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ITEM 91: IRRIGATION – Furnish all labor, materials, and equipment to perform all associated installation of new Irrigation System, as outlined in all the engineering drawings and attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Power Drop; Install FDOT Index 17504 Power Drop Detail	EA	1	\$	\$
b) Controller; "Rainbird" ESP-MC 24 Station with Wall Mounting	EA	1	\$	\$
c) Rainsensor; "Rainbird" Model RSO-CEX	EA	1	\$	\$
d) Water Meter, 2"	EA	1	\$	\$
e) Pressure Vacuum Breaker; 2" "Wilkins" 720A	EA	1	\$	\$
f) Electric Valves; "Rainbird" 2 Inch PEB	EA	16	\$	\$
g) Zone Gate Valves; "NIBCO" Model T-311-Y Match Valve Size	EA	16	\$	\$
h) Air/Vac Release Valve; "Bermad Model 02-ARC-I, 1 Inch Combination Air and Vacuum Release with 1 Inch Brass Full Port Ball Valve	EA	2	\$	\$
i) Valve Boxes; 15 Inch x 25 Inch x 12 Inch Deep Polymer Concrete Valve Box	EA	16	\$	\$
j) Valve Box Identification; Aluminum Identification Numbers and Letters	EA	25	\$	\$
k) Mainline; 3" PVC Schedule 40	LF	2400	\$	\$
l) Mainline Fittings; At Direction Changes Install Ductile Iron with Integral Joint Restraints	EA	2	\$	\$
m) Mainline Marking Tape; 2 Inch Detectable Marking Tape Over Mainline, 12" Below Grade	LF	2400	\$	\$

P-1(v)

PROPOSAL (Continued)

PROJECT # 11870

n) Irrigation Lateral Line; 3/4" (Minimum) to 2 1/2" PVC Schedule 40	LF	13000	\$	\$
o) Irrigation Sleeving; Schedule 40 PVC 1 1/4" to 6"	LF	1100	\$	\$
p) Control Wire; 12 AWG, Copper, Type UF-83 THHN/THWN, with DBY-6 Connectors Install Different Colors for Each Valve (Do not use Green)	LF	14000	\$	\$
q) Control Wire Conduit; All Wire Sleeved Inside 2 Inch PVC Schedule 40 Electrical Conduit	LF	2400	\$	\$
r) Spray Heads, "Rainbird" 1812 PRS Pressure Regulating 12" Pop Up	EA	1600	\$	\$
s) Rainbird Bubblers; "Rainbird" 1 GPM Series 1404 Pressure Compensating	EA	198	\$	\$
t) Flow Control, Hendrickson FLD520 2 GPM Flow Limiting Device Per Detail	EA	1600	\$	\$
u) 2" Gravel; Below Valve Boxes Per Detail	CF	56	\$	\$
v) Filter Fabric; to Contain the Gravel Under the Valve Boxes Per Detail	SF	128	\$	\$

ITEM 92: SITE AMENITIES – Furnish all labor and materials to install benches and trash receptacles along the commingled pathway on the north side of the roadway, as outlined in all the engineering drawings and attached specifications; or equal City approved product.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) "Victor Stanley" Model CBNA-R-103, 6" Steel Bench (Black)	EA	11	\$	\$
b) "Victor Stanley" Model S-42, 36 Gallon Steel Litter Receptacle, with Domed Lid (Black)	EA	11	\$	\$
c) "Victor Stanley" 36 Gallon High Density Plastic Receptacle Liner	EA	11	\$	\$

PROPOSAL (Continued)

PROJECT # 11870

ITEM 93: LIGHTING – Furnish all labor, materials, and equipment to perform all associated installation of new Decorative Lighting System, as outlined in all the engineering drawings and attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 2" PVC Conduit Electrical	LF	3000	\$	\$
b) Concrete Pull Boxes 13" x 24" Catalog # PC1324 DA12	EA	50	\$	\$

TOTAL AMOUNT (ITEMS 1 – 93):

\$ _____
(FIGURES)

(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 contract items, and the City may award contract to three (3) contractors providing the lowest amounts. The selected contractors will receive work orders during the effective term of the contract and prior to the contract's expiration date. The selected contractor(s) will receive specifications for each work order to obtain, review and approve a detailed cost estimate based on executed contract with unit prices. The Project Manager will send a Notice to Proceed to the contractor(s) after obtaining City Manager's office OR City Commission approval as applicable for each work order. The City alone shall make all determinations of work order award and distribution as described under the terms of this contract.

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

PROPOSAL (Continued)

PROJECT # 11870

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

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

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

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

(Attach additional sheets, if necessary).

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

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

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

Rev. 8/14/2008

PROPOSAL (Continued)

PROJECT # 11870

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 **730** 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)

Seal:

(Witness – Print or type name)

TITLE: President Vice-President

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?

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

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

Total: \$ _____

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

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

DATE: _____ (SIGNATURE)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ 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 _____, 2013.

NOTARY PUBLIC

My Commission Expires: _____

NOTICE

The attached "Supplemental General Conditions" are made a part of this contract, which is financed by a HUD Community Development Block Grant Program. These "Supplemental General Conditions" are in addition to the General Conditions, and shall override and/or supersede any conflicting part of the General Conditions.

These "Supplemental General Conditions" consist of:

Part A - Community Development Block Grant Provisions: and

Part B - Federal Certifications and Affidavits

SGC-PART A-P.1

SUPPLEMENTAL GENERAL CONDITIONS

PART A. - COMMUNITY DEVELOPMENT BLOCK GRANT PROVISIONS

SGC-PART A-P.2

COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., The Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15.20, as amended from time to time, the contractor agrees that:

(1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) relating to inspection, monitoring, entry, report and information, as well as all other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

(3) He will promptly notify the owner of any notification received from the Director, Office of Federal Activities; EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

(4) He will include or cause to be included the provisions of paragraph (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

2. EQUAL EMPLOYMENT OPPORTUNITY

1) If the contract amount is \$10,000 or less, the following conditions shall apply:

During the performance of

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, sex or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2) If the contract amount exceeds \$10,000, the following conditions shall apply:

During the performance of this contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
October 1, 1980 to Further Notice	15.5%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contracts Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is State of Florida, County of Broward, City of Fort Lauderdale.

4. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islanders); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples or North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specification and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating

in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goal in each draft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at

which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the Union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs or the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards

accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation to construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherences to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

5. NON-SEGREGATED FACILITIES. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees segregated facilities at any of his establishments, and that he does not

permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

6. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from same: Provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- (b) No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located and no other public officials of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this contract.

7. SECTION 3 PLAN

- a. Contract Certification Required by Section 3 of the Housing and Urban Development Act of 1968. Section 3 Clause: The contractor will include the provisions of paragraphs (1) and (2) in every subcontract so that such provisions will be binding upon each subcontractor.
- (1) The work to be performed under this contract is on a project assigned under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and

Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 of the Housing and Urban Development Act of 1968, as amended, requires that economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low and very low income persons, particularly those who are recipients of government assistance for housing and to businesses that provide economic opportunities for these persons.

The purpose of Section 3 is to promote the award of jobs and contracts, generated from projects receiving HUD financial assistance, to low income residents and businesses of the areas where the projects to be assisted are located. Section 3 does not require the creation of economic opportunities for low and very low-income persons simply for the sake of creating economic opportunities. SECTION 3 REQUIRES THAT WHEN EMPLOYMENT OR CONTRACT OPPORTUNITIES ARE GENERATED BECAUSE A PROJECT OR ACTIVITY UNDERTAKEN BY A RECIPIENT OF HUD FINANCIAL ASSISTANCE NECESSITATES THE EMPLOYMENT OF ADDITIONAL PERSONNEL THROUGH INDIVIDUAL HIRING OR THE AWARDED OF CONTRACTS FOR WORK, PREFERENCE MUST BE GIVEN TO HIRING LOW AND VERY LOW INCOME PERSONS AND TO CONTRACTING WITH BUSINESSES OWNED BY THESE PERSONS OR THAT SUBSTANTIALLY EMPLOY LOW AND VERY LOW INCOME PERSONS.

If the Contractor has no need for additional employees or trainees, or has no need to contract for work, then the Section 3 preference requirements are not triggered, because the contractor is not recruiting any individuals for jobs or soliciting any business concerns for contracts.

The City and all project sponsors are responsible for compliance with Section 3 on two levels: When soliciting for contractors and in working with contractors who are awarded work funded by HUD programs.

Section 3 coverage in housing and community development programs is limited to housing and community development assistance expended for housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction and other public construction for which the amount of the assistance exceeds \$200,000. The requirements apply to contractors and subcontractors performing work on projects funded by housing and community development assistance for which the City's or the project sponsor's award exceeds \$200,000 and the contract or subcontract exceeds \$100,000. If the City's or project sponsor's award of assistance exceeds \$200,000 but the contracts and subcontracts do not exceed \$100,000, then only the City or the project sponsor are subject to Section 3 preference requirements. The City's or the project sponsor's responsibility includes awarding contracts, to the greatest extent feasible, to Section 3 business concerns. These requirements apply to the entire project or activity that is funded with Section 3

covered assistance, regardless of whether the Section 3 activity is fully or partially funded with Section 3 covered assistance.

For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the Notice of Funding Availability (NOFA) must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to Section 3 residents and Section 3 business concerns. For purposes of Section 3 compliance, the service area for residents and businesses will be within the City limits. A Section 3 resident is (1) a public housing resident; or (2) an individual who resides in the metropolitan area in which the Section 3 covered assistance is expended and who is a low income or very low-income persons. A Section 3 business is one that is (1) 51% or more owned by a Section 3 residents; or (2) has at least 30% of its employees included persons who are currently Section 3 residents or within 3 years of the date of first employment with the business concern were Section 3 residents; or (3) provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) or (2) of this paragraph. In the evaluation of applications for the award of assistance, consideration will be given to the extent to which an applicant has demonstrated that it will train and employ Section 3 residents and contract with Section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA. An acceptable goal or standard to be used in evaluating applications is the commitment to employ Section 3 residents as 10% of the aggregate number of new hires for each year over the duration of the Section 3 project.

The City or its project sponsors may demonstrate compliance with the requirements of Section 3 by committing to award to Section 3 business concerns at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3% of the total dollar amount of all other Section 3 covered contracts. If the City or the project sponsor meets these minimum goals, it will be considered to have complied with the Section 3 preference requirements. If these goals are not met, the City or the project sponsor must demonstrate why it was not feasible to meet the goals.

If the City or the project sponsor undertake any housing rehabilitation, housing construction and other public construction projects that exceed

the \$200,000 limit, the City or the project sponsor is responsible for undertaking all responsibilities outlined in 24 CFR 135.32. The project sponsor is responsible for notifying the City of each such instance, so that proper monitoring and compliance can be instituted. All Section 3 covered contracts shall include the following clause:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CDR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other

than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

8. PROHIBITED USE OF LEAD-BASED PAINT

a. Prohibited Use of Lead-Based Paint. The use of paint containing more than one percent lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints is prohibited on HUD projects in accordance with Paragraph b.

b. Applicability. All new construction and rehabilitation of HUD assisted, owned and mortgage insured residential properties come under this restriction. The maintenance of public housing is also covered by this restriction. The prohibition applies to all exposed interior surfaces and to all portions of exterior elements and surfaces readily accessible to children, i.e. decks, stairs, porches, railings, doors, windows, etc. Concealed work such as structural steel is excluded

In public housing, in HUD-owned properties and in rehabilitation work, any old lead-based paint remaining on walls and ceilings shall be removed and completely concealed with a suitable covering such as drywall, hardboard, plywood, etc. before these surfaces are redecorated.

9. REVIEW BY LOCAL PUBLIC AGENCY. The City of Fort Lauderdale, its authorized representatives and agents and the Representative for the Secretary of the U.S. Department of Housing and Urban Development shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material, invoices and other relevant data and records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the contractor only by the City of Fort Lauderdale through its authorized representatives or agents.

10. Contract Certification Required Acknowledging Requirement of Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964: To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulation issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

11. Contract Certification Required Acknowledging Requirement of Section 109 of the Housing and Community Development Act of 1974. Section 109 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under 24 CFR 570.

12. Contract Certification Required Acknowledging Requirement of Section 504 of the Rehabilitation Act of 1973, as amended. Section 504 of the Rehabilitation Act of 1973, as amended, and the regulations issued pursuant thereto, provides that no otherwise qualified handicapped individual in the United States, shall solely by reason of his/her handicap be excluded from the participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

13. VERIFICATION OF CONTRACTOR ELIGIBILITY AND TERMINATION OF INELIGIBLE CONTRACTORS.

a. By the insertion of certification of eligibility clauses in all contracts and subcontracts, the prime contractor and all subcontractors state that they are eligible for award of a Federally assisted or insured contract. The local or State agency shall verify that all prime contractors are eligible prior to contract award by reviewing the current HUD List of Debarred, Suspended, or Ineligible Participants and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible Contractors. These lists will be supplied by HUD and kept current. HUD Field Office Labor Relations Staff will similarly verify prime contractor eligibility, for contracts being directly administered by HUD. In both cases, prime contractors shall be informed, in preconstruction conferences, that it is their responsibility to employ only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.

b. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

14. Nondiscrimination Under the Age Discrimination Act of 1975, as amended. To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

15. Prohibition of Interest of Members, Officers, or Employees of City, Member of Local Governing Body or Other Public Official. No member, officer, employee, designee or agent of the City, no member of the governing body of the locality in which the program is situated and no other public official of such locality for localities who exercised any functions or responsibilities with respect to the subject matter of the Contract during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract. Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the mandates of this section.

16. Prohibition Against Payments of Bonus or Commission. In that Federal financial assistance is provided in connection with this Agreement, such assistance shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided; however, that reasonable fees for bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

17. Records and Accounts. The Contractor shall retain records for three (3) years from ending date of City's fiscal year (September 30) in which this contract is paid in full and/or all matters related to this Contract have been disposed of, whichever is later. Contractor shall at any time during normal business hours and as often as City and/or applicable Federal grantee agencies, including but not limited to the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their

duly authorized representatives, may deem necessary, make available any books, documents, papers, and records which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts and transcripts. This clause is binding on all consultants and subcontractors employed by the Contractor in connection with the Project.

18. Community Development Block Grant Program Compliance. The Contractor shall comply with all other requirements of the City's Community Development Block Grant Program.

U.S. Department of Housing and Urban Development
Community Development Block Grant Program

FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City of Fort Lauderdale for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon work covered by the Contract, the City of Fort Lauderdale in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments

due the Contractor, so much thereof as the City of Fort Lauderdale may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the City of Fort Lauderdale, for and on account of the Contractor or the Subcontractor (as may be appropriate) to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

4. ANTICIPATED COST OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the City of Fort Lauderdale with the first payroll filed by the Contractor subsequent to receipt of the findings.

5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 STAT. 357-360; TITLE 40 U.S.C., SECTIONS 327-332)

- a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.
- b. Violation: Liability for Unpaid Wages Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a) in the sum of \$10 for each calendar day on which such employee was

required or permitted to work in excess of 8 hours or in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

- c. Withholding for Liquidated Damages. The City of Fort Lauderdale shall withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).
- d. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b) and (c) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts, which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

6. EMPLOYMENT OF APPRENTICES/TRAINEES

- a. Apprentices will be permitted to work at less than the predetermined rate for work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratio and wage rates (expressed in percentages of the journeymen hourly rates), for the area of construction prior to using any apprentices shall

be not less than the appropriate percentage of the journeymen's rate contained in the applicable wage determination.

- b. Trainees. Except as provided in 20 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training program approved by the Bureau of Apprenticeship and training, shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish the contracting officer or representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 20 CFR Part 30.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (47 Stat. 948; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure

compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the City of Fort Lauderdale and a report of the action taken shall be submitted by the City of Fort Lauderdale, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the City of Fort Lauderdale shall be referred, through the Secretary of Housing and Urban development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The City of Fort Lauderdale shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obliged to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the City of Fort Lauderdale, shall be referred through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of work.

12. COMPLAINTS, PROCEEDINGS OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged on in any other manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the City of Fort Lauderdale for referral by the letter through the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal Statute, shall be referred, through the City of Fort Lauderdale and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.

15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor and each Subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the City of Fort Lauderdale. The Contractor shall submit weekly to the City of Fort Lauderdale two certified copies of all payrolls of the Contractor and of the Subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. Each such payroll shall contain the Weekly Statement of Compliance set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each Subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain

the name and address of each such employee, his correct classification, rate of pay, (including rates of contribution or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.59 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) of the Davis Bacon Act, the Contractor or the Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, in records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each Subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the City of Fort Lauderdale, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any Subcontractor during working hours on the job.

16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any Subcontractor, and the manufacturing or furnishing of any materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any Subcontractors, shall for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City of Fort Lauderdale's prior written approval of the Subcontractor. The City of Fort Lauderdale will not approve any Subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the Subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the clauses for termination of this Contract, as herein elsewhere set forth, the City of Fort Lauderdale reserves the right to terminate this Contract if the Contractor or any Subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., SECTION 874

(Replaces Section 1 of the Act of June 13, 1934 (48 Stat. 948,
40 U.S.C. Section 276b) pursuant to the Act of June 25, 1948,
62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever by force, intimidation or threat of procuring dismissal from employment, or by any other manner whatsoever, induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000.00 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat 948.62
Stat. 868, 62 Stat. 108, 72 Stat. 967, 40 USC, Sec 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans, or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDINGS OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

Section 3.1 Purpose and scope.

This part describes "anti-kickback act" regulations under Section 2 of the Act of June 13, 1934, as amended, popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States. This part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, and in the enforcement of overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing or materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion" or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the Contractor or Subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and

receiving "wages", regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "Any affiliated person" includes a spouse, child, parent, or other close relative of the Contractor or Subcontractor; a partner or officer of the Contractor or Subcontractor; a corporation closely connected with the Contractor or Subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies and instrumentalities.

Section 3.3. Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each Contractor or Subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the Contractor or Subcontractor or by an authorized officer and employee of the Contractor or Subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance" or on an identical form on the back of WH 347, "Payroll (For Contractor's Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, January 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

Section 3.4 **Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under Section 3.3 shall be delivered by the Contractor or Subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the Contractor or Subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three years from date of completion or the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 **Payroll deductions permissible without application to or approval of the Secretary of Labor**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal Social Security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor,

Subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment or (ii) provided for in a bona fide collective bargaining agreement between the Contractor or Subcontractor and the representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly; by the Contractor or Subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the Contractor or that a Subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable costs" of board, lodging, or other facilities meeting the requirements of section 3 (m)

of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under section 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

- (a) The Contractor or Subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the Contractor or Subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed, in whole, or in part, by loans or grants from the United States covered by the regulations in this part, shall expressly bind the Contractor or Subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, Section 5.5(a) of this subtitle.

Federal Labor Standards Provisions**U.S. Department of Housing
and Urban Development
Office of Labor Relations****Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.18, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PROJECT WAGE RATE AND POSTERS

The wage rate contained herein was issued by the Department of Labor and may be superceded. It is being provided as the most current version available at the time this packet was prepared. Be advised that if this Wage Decision is modified by the Department of Labor before contract is executed, you will be obligated to comply with the most current version available at that time. The City of Fort Lauderdale will provide you with a copy of that Wage Decision.

You, the General Contractor, are responsible for reviewing this and any subsequent Wage Decision to determine if request for any additional wage determinations is necessary. **This is to be done prior to entering into contract.** If additional wage determination is necessary, you will find the appropriate form enclosed. Any requests for additional wage determinations must be approved by the Department of Labor.

The prevailing Wage Decision along with the posters enclosed **must** be displayed on the work site within easy access of all laborers and mechanics employed on the project.

Failure to comply with the requirements attached to this project's use of Federal funds may result in delay or denial of reimbursement authorization.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

City of Fort Lauderdale
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
ATTN: DAVID HARVEY
1409 N.W. 6 STREET
FORT LAUDERDALE, FL 33311

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

866-487-9243 TTY: 877-889-8627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

CITY OF FORT LAUDERDALE
HOUSING & COMMUNITY DEVELOPMENT DIVISION
ATTN: DAVID HARVEY
1409 N.W. 6 STREET
FORT LAUDERDALE, FL 33311

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE
(1-866-487-9243) TTY: (877) 886-5627

WHD

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

THE LAW

Equal Employment Opportunity is

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EEOC 9/02 and OFCCP 8/08 Versions Usable With 11/09 Supplement

EEOC/P/E-1 (Revised 11/09)

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación. Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los posiblemente y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un posiblemente o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam (*Vietnam Era Veterans' Readjustment Assistance Act*) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados

(en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se les reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESENTAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-367-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP.Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciben asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

Versiones utilizables de la EEOC 9/02 y la OFCCP 8/08 con el Suplemento 11/09

EEOC-P/E-1 (Revisado 11/09)

General Decision Number: FL130208 01/04/2013 FL208

Superseded General Decision Number: FL20120208

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number 0 Publication Date 01/04/2013

ENGI0487-018 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
Group 1 - All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over ; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons ; Hydro/Friction Cranes; All Type of Flying Cranes; Finish Grader; Concrete Pumping Machine with Boom Attachments.....\$ 28.30		
		8.78
Group 2 - Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons.....\$ 27.57		
		8.78
OPERATOR: Oiler.....\$ 22.24		8.78

* IRON0272-006 10/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 23.94		5.93

* SUFL2009-204 08/05/2009

	Rates	Fringes
CARPENTER, Includes Form Work....\$ 11.48		0.69
CEMENT MASON/CONCRETE FINISHER...\$ 12.00		0.00

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ELECTRICIAN.....	\$ 19.84	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 14.38	1.73
IRONWORKER, REINFORCING.....	\$ 15.00	2.45
LABORER: Asphalt Raker.....	\$ 10.21	0.00
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 9.56	0.74
LABORER: Flagger.....	\$ 11.00	3.79
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 13.76	1.97
LABORER: Landscape & Irrigation.....	\$ 9.98	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 11.27	2.33
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 18.00	1.39
OPERATOR: Backhoe/Excavator.....	\$ 16.35	0.00
OPERATOR: Boom.....	\$ 16.61	0.00
OPERATOR: Bulldozer.....	\$ 18.47	0.00
OPERATOR: Distributor.....	\$ 12.33	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 16.11	1.65
OPERATOR: Loader.....	\$ 10.94	0.69
OPERATOR: Mechanic.....	\$ 16.20	3.25

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OPERATOR: Milling Machine.....	\$ 11.50	1.68
OPERATOR: Oil Distributor.....	\$ 11.15	0.48
OPERATOR: Paver.....	\$ 11.89	2.28
OPERATOR: Piledriver.....	\$ 14.15	2.26
OPERATOR: Roller.....	\$ 9.50	0.00
OPERATOR: Scraper.....	\$ 12.31	1.83
OPERATOR: Screed.....	\$ 11.49	1.64
OPERATOR: Tractor.....	\$ 13.00	1.00
OPERATOR: Trencher.....	\$ 12.05	0.40
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 14.00	0.65
TRUCK DRIVER, Includes 10 Yard Haul Away, A-Frame, Dump, Water Truck.....		
	\$ 12.50	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 12.01	1.52
TRUCK DRIVER: Dump Truck.....	\$ 10.44	0.50
TRUCK DRIVER: Lowboy Truck.....	\$ 12.00	0.00
TRUCK DRIVER: Material Truck....	\$ 13.15	9.80
TRUCK DRIVER: Tractor Haul Truck.....	\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.50	0.00
TRUCK DRIVER: 3 Axle Truck.....	\$ 9.81	0.00
TRUCK DRIVER: Distributor, Dump, Lowboy and Tandem.....	\$ 13.22	2.01
TRUCK DRIVER.....	\$ 9.76	0.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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1/17/2013

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SUPPLEMENTAL GENERAL CONDITIONS
PART B. – FEDERAL CERTIFICATIONS AND AFFIDAVITS

SGC-PART B-P.1

CERTIFICATION OF ELIGIBILITY OF PRIME CONTRACTOR

State of Florida)
) ss.
County of Broward)

_____ , being first duly sworn, deposes
and says that:

- (1) He is the _____ of _____, hereinafter referred to as the "Prime Contractor";
(2) He is fully informed that the Proposal submitted to the City of Fort Lauderdale, on the _____ projected located in Fort Lauderdale, Florida is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(3) The prime contractor nor any of its officers, partners, owners or parties of interest is not named on the current HUD list of Debarred, Suspended or Ineligible Participants and the General Services Administration Consolidated List of Debarred, Suspended and Ineligible Contractors prior to award of the contract; and
(4) The prime contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its contract with the City of Fort Lauderdale shall be terminated and the matter referred to the Department of Labor for its action; and
(5) The prime contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(6) The prime contractor acknowledges the responsibility that all of its subcontractors are to sign a "Certification of Eligibility of Subcontractors" as a part of its contract with the prime contractor, providing an originally executed copy to the City of Fort Lauderdale and should the subcontractor be subsequently found ineligible after award of the contract, its contract with the prime contractor shall be terminated and the matter referred to the Department of Labor for its action.

(Signed) _____
(Title) _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____. They are personally known to me or have produced _____ as identification and did not (did) take an oath.

(SEAL)

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

Name of Notary Typed, Printed or Stamped
My Commission Expires:

Commission Number

SGC-PART B-P.2

CERTIFICATION OF ELIGIBILITY OF SUBCONTRACTORS

State of Florida)
) ss
County of Broward)

_____ , being first duly sworn, deposes and says that:

- (1) He is the _____ of _____ hereinafter referred to as the "Subcontractor";
(2) He is fully informed that the subcontractor's Proposal submitted to _____ the contractor on the _____ project located in Fort Lauderdale, Florida is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(3) The subcontractor nor any of its officers, partners, owners or parties of interest is not named on the current HUD list of Debarred, suspended or Ineligible Participants and the General Services Administration Consolidated List of Debarred, Suspended and Ineligible Contractors prior to award of the contract; and
(4) The subcontractor acknowledges that should the subcontractor be subsequently found ineligible after award of the contract, its contract with the Prime Contractor shall be terminated and the matter referred to the Department of Labor for its action.

(Signed) _____

(Title) _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____. They are personally known to me or have produced _____ as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida (Signature of Notary taking Acknowledgment

Name of Notary Typed, Printed or Stamped
My Commission Expires

Commission Number

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
) ss
County of Broward)

_____ , being first duly sworn, deposes and says that:

- (1) He is the _____ of _____ the Bidder that has submitted the attached Bid;
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham Bid;
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Fort Lauderdale or any person interested in the proposed contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____. They are personally known to me or have produced _____ as identification and did not (did) take an oath.

SEAL

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

Name of Notary Typed, Printed or Stamped
My Commission Expires

Commission Number

SGC-PART B-P.4

SUBCONTRACTS

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a con-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the City of Fort Lauderdale.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Florida)
) ss
County of Broward)

_____, being first duly sworn, deposes and says that:

(1) He is the _____ of _____ hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Fort Lauderdale, Florida;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal.

(4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Fort Lauderdale or any person interested in the proposed Contract; and

(5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA:
COUNTY OF BROWARD;

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____. They are personally known to me or have produced _____ as identification and did not (did) take an oath.

(SEAL

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped
My Commission expires

Commission Number

SGC-PART B-P.5

**CITY OF FORT LAUDERDALE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
PROPERTY REHABILITATION PROGRAM**

**CONTRACTOR'S OR SUBCONTRACTOR'S
ACKNOWLEDGMENT OF AFFIRMATIVE STEP ASSURING BUSINESS UTILIZATION**

RETURN TO: _____ PROJECT NAME: _____

Community Development Division
1409 NW 6th Street
Fort Lauderdale, FL 33312

PROJECT NUMBER: _____

INFORMATION ON CONTRACTOR OR SUBCONTRACTOR

COMPANY NAME AND ADDRESS	TYPE OF YOUR BUSINESS ENTERPRISE
	<input type="checkbox"/> Minority Business Enterprise*
	<input type="checkbox"/> Women's Business Enterprise*
	<input type="checkbox"/> Other

PHONE: _____ *Definitions are provided in paragraph (c)

THE ABOVE NAMED IS:

- A Contractor
- A Subcontractor

RACIAL/ETHNIC CHARACTER OF YOUR BUSINESS ENTITY:

- White
- Black
- American Indian/Alaskan Native
- Hispanic
- Asian/Pacific Islander

LEGAL STATUS OF COMPANY

- Corporation Partnership
- Sole Proprietorship Other

EMPLOYER'S I.D. NUMBER _____ (Also referred to as Federal I.D. Number)
or SOCIAL SECURITY NUMBER OF PRINCIPAL: _____ (If you are in the
process of applying for your Employer's I.D. Number or you are a sole proprietorship).

CONTRACTOR'S OR SUBCONTRACTOR'S ACKNOWLEDGMENT

1. The undersigned, having executed a contract or subcontract with _____ in the amount of \$ _____ for the construction of _____ or the provision of services for the above-identified project acknowledges that:
 - (a) The work related to this project is a Federally-assisted contract requiring compliance, to the greatest extent feasible, with Section 3 of the Housing and Urban Development Act of 1968, as prescribed within 24 CFR Part 135 and other rules, orders, or instructions that may be issued; and/or with applicable HUD policy announcements pertaining to its Minority Business Enterprise Program and/or applicable provisions contained in OMB CIRCULAR LETTER A-102, Attachment O addressing Contracting with Small and Minority Business Enterprise and Labor Surplus Area Firms.
 - (b) For purposes of this contract, a "Section 3 covered area" is the smallest general political geographic area in which the project is located or, in other words, the City limits of the City of Fort Lauderdale; except that maximum feasible priority shall be given toward utilization of businesses located within the neighborhood area in which the project is situated to the extent that is economically feasible and practical.

SGC-PART B-P.6

(c) For the purpose of this contract, a "Minority Business Enterprise" means a business, at least 51 percent of which is owned by minority group members. "Minority" means any person who is Black, Hispanic American, American Indian, Oriental American, American Eskimo, or American Aleut. Note that unless women fall within the above-described race/ethnicity class, they cannot be included in the minority count. Furthermore, a "Women's Business Enterprise" means a business at least 51% of which is owned by women and where the management of daily business operations is controlled by one or more of these persons.

(d) For the purpose of this contract, it is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The contractor or subcontractor(s) acknowledge applicability of all utilization goals specified in the contract and/or provided hereto and agrees to take affirmative business utilization steps which shall include the following to the extent applicable:

- (1) Including qualified targeted business as specified above, on solicitation lists.
- (2) Assuring that targeted businesses, as specified above, are solicited whenever they are potential sources.
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum targeted business participation, as specified above.
- (4) Where the requirements permit, establishing delivery schedules which will encourage participation by targeted business, as specified above.
- (5) Using the services and assistance of the City of Fort Lauderdale, the Federal Small Business Administration, the Federal Office of Minority Business Enterprises of the Department of Commerce and the Federal Community Services Administration as required.

2. The undersigned further acknowledges that:

(a) The response provided below is a true and correct statement concerning the following question. Will you at the time of contract or subcontract award contemplate any additional need for subcontracts, services or supplies from area-wide businesses and firms:

YES NO: If yes and you need any assistance, contact the City of Fort Lauderdale's Community Development Division at 828-4527.

(b) The information submitted herein under no circumstances limits the responsibility of the contractor's or subcontractor's(s') requirement for taking affirmative action to ensure targeted business utilization in all contracts or subcontracts associated with this contract and/or in taking affirmative action regarding applicable utilization goals.

SGC-PART B-P.7

(c) The information submitted herein under no circumstances supersedes, modifies, limits or restricts any requirements of the Federal Government pertaining to this contract, particularly as may be required by the U.S. Comptroller General of the United States, the U.S. Office of Federal Contract Compliance, the U.S. Department of Housing and Urban Development or any of their duly authorized representatives.

Company Official's Signature

Company Name

Company Official's Name and Title

Date Signed

SGC-PART B-P.8

**CITY OF FORT LAUDERDALE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
PROPERTY REHABILITATION PROGRAM
CONTRACTOR OR SUBCONTRACTOR STATEMENT OF WORK FORCE NEEDS**

RETURN TO: _____ **PROJECT NAME:** _____

Community Development Division
1409 NW 6th Street
Fort Lauderdale, FL 33312

PROJECT NUMBER: _____

CONTRACTOR'S OR SUBCONTRACTOR'S STATEMENT

1. The undersigned, having executed a contract or subcontract with _____ in the amount of \$ _____ for the construction of the above-identified project, acknowledges that:

(a) The work related to this project is a Federally-assisted contract requiring compliance, to the greatest extent feasible, with Section 3 of the Housing and Urban Development Act of 1968, as prescribed within 24 CFR Part 135 and other rules, orders, or instructions that may be issued; and/or with applicable Requirements pertaining to Executive Order 11246, as amended by Executive Orders 11375 and 12086, as prescribed within 24 CFR Part 130, 41 CFR Part 60 and other rules, orders or instructions that may be issued.

(b) The following Statement of Work Force Needs is a true and correct analysis of the current work force needs for new applicants for employment and training opportunities with the firm, corporation, partnership or association at the time of contract award:

CONSTRUCTION TRADE WHERE WORKERS ARE NEEDED	CLASSIFICATION	NUMBER OF WORKERS
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	
	Journey Worker	
	Apprentice	
	Laborer	

SGC-PART B-P.9

2. The undersigned further acknowledges that:

(a) The response provide below is a true and correct statement concerning the following question; will you at the time of contract or subcontract award have any work force needs;

[] YES [] NO: If yes and you need any assistance, contact the City of Fort Lauderdale Community Development Division at 828-4527.

(b) The information submitted herein under no circumstances limits the responsibility of the contractor's or subcontractor's(s') requirement for taking affirmative action to ensure equal employment opportunity in all contracts or subcontracts associated with this contract and/or in taking affirmative action regarding applicable utilization goals.

(c) The information submitted herein under no circumstances supersedes, modifies, limits or restricts any requirements of the Federal Government pertaining to this contract, particularly as may be required by the U.S. Comptroller General of the United States, the U.S. Office of Federal Contract Compliance, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives.

Company Official's Signature

Company Name

Company Official's Name and Title

Date Signed

CONTRACTOR OR SUBCONTRACTOR

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that we will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

Note: the penalty for making false statements in offers prescribed in 19 U.S.C. 1001.

Date _____, 20__.

Official Address (including zip code)

By _____

Title

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient)	DATE _____ PROJECT NUMBER (If any) _____ PROJECT NAME _____
c/o	

1. The undersigned, having executed a contract with _____ for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended, 40 U.S.C. 276a-2(a).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:	
1. A SINGLE PROPRIETORSHIP	3. A CORPORATION ORGANIZED IN THE STATE OF _____
2. A PARTNERSHIP (Describe)	4. OTHER ORGANIZATION

SGC-PART B-P.12

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The name, title and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of interest are (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(Contractor)

Attest _____

By _____

WARNING

Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, . . . makes, passes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

SGC-PART B-P.13

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE _____
	PROJECT NUMBER (If any) _____
	PROJECT NAME _____
c/o _____	_____

1. The undersigned, having executed a contract with _____

(Contractor or Subcontractor) for _____

(Nature of work)

in the amount of \$ _____ in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of The Contract for Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) If the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended) 40 U.S.C. 276a-2(a).

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about (date) _____

3. He certifies that:

(a) The legal name and the business address of the undersigned are: _____

(b) The undersigned is:

1. A SINGLE PROPRIETORSHIP

3. A CORPORATION ORGANIZED IN THE STATE OF _____

2. A PARTNERSHIP

4. OTHER ORGANIZAITON

HUD-1422 (6-75)

SGC-PART B-P.14

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state).

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state).

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Attest _____

By _____

WARNING

Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

SGC-PART B-P.15

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 of Fort Lauderdale Contracts

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

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

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

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

- Anticipated amount to be subcontracted on this project.

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

Rev.12/05/2013

MBE-2

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:

Annual Contract for ADA Modifications and General Row Improvements
ITB 233-11184 PROJECT # 11870

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

PROJECT DESCRIPTION

The intent of this bid is to establish a two (2) year contract for the construction, repairs and upgrades to the City of Fort Lauderdale parking lots, sidewalks and other public facilities at various locations, as and when needed.

Work includes the installation of asphalt and concrete repairs (including the ability to make minor slope changes), compacted limerock base, construction of greenways and sidewalks, seal-coating, temporary parking space striping, painted and thermoplastic

parking space striping (standard and ADA compliant spaces), pavement markings including bike lanes and midblock crosswalks, pedestrian and school zone signalization, ADA compliant curb ramps and parking related signage as needed to bring the City of Fort Lauderdale Transportation & Mobility, Parking Services Department's parking facilities into compliance with ADA Guidelines, traffic calming infrastructure, in addition to new parking lots being constructed under this contract. Work includes construction of concrete sidewalk (4" and 6" thick), various concrete curbs as noted by detail specifications, brick pavers, type S-3 asphaltic concrete pavement, speed humps, stamped asphalt, pervious concrete and brick pavers, limerock base of various depths, installation of thermostatic and/or painted pavement markings, signalization equipment, sod, landscaping, irrigation and lighting, and removal of asphalt, concrete, tree roots and other items quantified in the proposal pages of the contract.

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

ARTICLE 3 – PROJECT MANAGER

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

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement (Plans (sheets [] to [] inclusive)).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans
- 4.8 Addenda number _____ through _____, inclusive.

- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No. _____, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. _____ date _____.
- 4.13 Schedule of Completion and Schedule of Values.
- 4.14 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

There are not Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms of this Agreement.

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

- a. Specific direction from the City Manager (or designee)
- b. This Agreement dated _____ and any attachments.
- c. Invitation to Bid No. _____ and the specifications prepared by the City.
- d. Contractor's response to the City's Invitation to Bid No. _____ date _____.
- e. Schedule of Values.
- f. Schedule of Completion.

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

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words, which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any

governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 5 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 365 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 425 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 of 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 any 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 or 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.

- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. 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 nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

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

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

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have

the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

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

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

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this 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.

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

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

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an

occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

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

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

ARTICLE 9 – CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim,

dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

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

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 579 (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:

SAMPLE CONSTRUCTION AGREEMENT

10.3.2 Property Insurance (Builder's Risk): N/A

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: N/A

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.

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

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

11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected,

tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.

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

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

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

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

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

The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction,

removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.

12.1 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

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

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Order. 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 of the first 30-day period and **One-Thousand Five Hundred Dollars (\$1,500.00)** for each and every day thereafter 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 or 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:

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

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

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

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

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an 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
Project Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

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.

SAMPLE CONSTRUCTION AGREEMENT

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

CONTRACTOR:

WITNESSES:

(insert contractor's name)

(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:

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

By: _____
LEE R. FELDMAN, City Manager

ATTEST:

By: _____
JONDA K. JOSEPH, City Clerk

APPROVED AS TO FORM:

By: _____
CARRIE L. SARVER
Assistant City Attorney

SAMPLE CONSTRUCTION AGREEMENT

(Corporate Seal)

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

SAMPLE CONSTRUCTION AGREEMENT

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.

GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - As provided for in Fla. Stat. §287.135 (3)(a)&(b), it is mutually agreed that if the Agreement is for

goods or services in excess of \$1 million or more entered into or renewed on or after July, 1, 2011, through June 30, 2012, the City has the authority to terminate the Agreement with Contractor if Contractor is found to have submitted a false certification as provided for in subsection (5) of Fla. Stat. 287.135 or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

As provided for in Fla. Stat. §287.135(3)(a)&(b), it is mutually agreed that if the Agreement is for goods or services in excess of \$1 million or more entered into or renewed on or after July 1, 2012, the City has the authority to terminate the Agreement with Contractor if Contractor is found to have submitted a false certification as provided under Fla. Stat. §287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

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

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

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

Rev. 3/11/2013

SPECIAL CONDITIONS**BID # 233-11184****PROJECT # 11870****“ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL R.O.W. IMPROVEMENTS”**

GENERAL: The work consists of furnishing all labor, material, equipment and incidentals necessary for the construction of the contract items indicated by the Proposal within City streets, rights-of-way and other City-owned property. All work shall be in accordance with the City's CONSTRUCTION STANDARDS AND SPECIFICATIONS except where stated otherwise herein.

All work shall be scheduled through the Office of the City Engineer. An official Departmental notification form (Work Order) will be given 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 the authorization to start work. **The Contractor shall commence each authorized portion of work within five (5) business days of notification. Upon notification and prior to commencing work, the Contractor and Engineer shall reach an agreement as to the reasonable number of working days that will be required for the specific amount of work ordered** (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.

Suitable barricades and lights shall be placed by the Contractor to protect the public prior to the removal of sidewalk, curb, etc., and shall remain until replaced concrete is sufficiently hard to sustain pedestrian traffic. Barricades and lights shall be removed as soon as possible after placing concrete.

The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other Contractors engaged upon adjacent work and in accordance with the Plans and Specifications, and perform his work in the proper sequence in relation to that of other Contractors, all as may be directed by the Engineer.

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

The quantities of work in the Proposal section of this contract are rough approximations only. The total quantities of work to be included in this contract and actually performed may vary widely and some items may be completely eliminated depending upon the work that will be authorized by the City during the period of this contract, by field conditions or availability of funds.

The Contractor shall provide the city engineering inspector typed (Excel, Word, or similar) and signed off (by the contractor's project manager/s) 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. 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).

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

SPECIAL CONDITIONS (Continued)

CONTRACT EXTENSION: Prior to the end of the contract, the successful contractor shall be given the option of renewal for an additional three (2) one-year periods, by mutual agreement, in writing, at City's request. Renewal of this contract is limited by appropriations of funds for the subsequent year.

MOBILIZATION AND DEMOBILIZATION: This item includes moving of equipment on and off the job, traffic maintenance, insurance, and bonds. One (1) mobilization and demobilization will be allowed for work within one (1) square mile and on the same work-order. Once the Contractor starts work on a work-order, he shall remain on the job for the necessary number of consecutive working days until it is completed. The Engineering Inspection Supervisor shall determine when the workorder is completed. Leaving the job before a work-order is completed makes the Contractor responsible for liquidated damages of \$250 per day out for each day off the jobsite.

CONCRETE CONSTRUCTION: All concrete strength must be 3000 psi. The Contractor will be responsible for establishing the grade and squaring of the valve meter boxes and miscellaneous fixtures to the existing line and grades of the existing building and curb. Where a sidewalk underdrain is encountered, the Contractor will exercise care in the removal and replacement; however, if it is constructed in such a manner that it is impossible to salvage, the City will supply the necessary materials and the Contractor will perform the work at no extra cost.

WHEELCHAIR RAMPS: Existing concrete shall be neatly cut on straight lines with a concrete saw and all excavated concrete and excess material shall be disposed of. A minimum of 9-feet of curb and gutter or curb shall be removed and replaced with standard drop curb with transitions to standard curb and gutter placed monolithically with minimum 6-inch-thick concrete sidewalk ramp and transitions to the remaining sidewalk. All ramps shall have detectable warning surface truncated dome as on detail specifications, epoxy-type installation, armor tile - cast in place or approved equal detectable warning surface on each ramp location. The Engineer will determine detectable warning surface color at time of application. Stabilized and compacted sub-base shall be provided for the support of the wheelchair ramp structure. Payment for wheelchair ramps will be made on the basis of the unit price bid for each wheelchair ramp, complete, in place.

CONCRETE GRINDING/HORIZONTAL SAW-CUTTING: This item is for the grinding or horizontal saw cutting of concrete sidewalks and concrete header curbs. Grinding and horizontal saw cutting shall be performed so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. The finished surface shall have a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete shall remain relatively untouched by the grinding process without scars or damage. Grinding or horizontal saw cutting will be performed using dry, horizontal carbide grinding equipment that will leave a non-slip surface. The finished slope shall be a maximum of 12:1 (12" back for 1" high). The Contractor shall remove and properly dispose of all residues from grinding/saw cutting process. Each grind shall leave a smooth transition to adjacent areas. See detail on page detail specifications.

FDOT INLETS: Existing FDOT type storm drain inlets to be repaired shall have the top slab and as much of the gutter and inlet apron as may be necessary removed, disposed of, and reconstructed according to the Standard Drawing for FDOT Inlets.

SPECIAL CONDITIONS (Continued)

REINFORCED CONCRETE DEMOLITION: This work is for the demolition, hauling and disposal of any type of concrete structure, including but not limited to: walls, seawall caps, ramps, poles, posts, beams, columns, abutments, footers, footing, steps, etc. The demolition shall not extend beyond 36 inches below grade elevation.

PAVER BLOCK REPLACEMENT: These items are for the removal of old broken or damaged paving blocks and replacement with new blocks of same type and color. These items include reworking the base material and addition or removal of sand-leveling course as necessary to replace the paving blocks to original grade and condition.

The sand-leveling course shall consist of 1-1/2-inch-minimum-thickness of clean (washed), sharp and coarse sand on a 1/8-inch sieve. Sand shall be free of salt contamination. An approved herbicide shall be applied per manufacturer's recommendations prior to installation of the paving blocks. Sand shall be screeded or leveled prior to replacement of the original paving blocks. (Refer to manufacturer's specifications for more detail.)

PAVER BLOCK RESTORATION: These items are for the removal and replacement of same paving blocks that have settled or become misaligned. These items include reworking the base material and addition or removal of sand-leveling course as necessary to replace the paving blocks to original grade and condition.

The sand-leveling course shall consist of 1-1/2-inch-minimum-thickness of clean (washed), sharp and coarse sand on a 1/8-inch sieve. Sand shall be free of salt contamination. An approved herbicide shall be applied per manufacturer's recommendations prior to installation of the paving blocks. Sand shall be screeded or leveled prior to replacement of the original paving blocks. (Refer to manufacturer's specifications for more detail.)

CLAY BRICK PAVER REPLACEMENT AND AREA RESTORATION: This item is for the removal of old broken and/or damaged clay brick pavers that have settled and/or become misaligned, and replacement with new paver bricks of similar size and color.

TREE GRATES: All work performed on trees shall be in conformance with the CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, Section 47-58.12(D) entitled "Tree Abuse."

ROOT PRUNING: All work performed on trees shall be in conformance with the CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, Section 47-58.12(D) entitled "Tree Abuse." Roots shall be pruned to within 6-inches of nearest concrete walk or curb, or unless agreed to by the Engineering Inspector.

MAINTENANCE OF TRAFFIC: Contractor shall be responsible for maintaining traffic in accordance with the Florida Department of Transportation standards and all applicable local requirements. Contractor shall be responsible for obtaining all applicable permits for maintenance of traffic.

SPECIAL CONDITIONS (Continued)

PROTECTION AND RESTORATION OF SURVEY MONUMENTS: The Contractor shall carefully protect from disturbances all survey monuments, stakes and bench marks, whether or not established by him, or he shall not remove nor destroy any surveying point until it has been properly witnessed or otherwise disposed of by the Engineer. All major survey monuments such as section corners, property corners, or block control points shall be replaced at the Contractor's expense with markers of a size and type approved by the Engineer. The replacement shall be under the supervision of a Florida Registered Land Surveyor.

SURVEYING BENCH MARKS AND CONTROL POINTS: The City Surveyor will establish the initial benchmarks, control points, and one set of construction stakes for the median curb, at no charge to the Contractor. The Contractor shall be responsible for requesting the construction stakes at least five working days in advance of when stakes will be needed. The Contractor is responsible to protect and preserve all reference points and stakes established by the City Surveyor. In the event the stakes are damaged or moved, the Contractor shall be responsible for re-establishing the field reference points and stakes at his own expense. The City Surveyor will obtain all as-builts in approved format. All requests for survey work shall be directed through the City Engineering Inspector.

PEDESTRIAN SIGNALIZATION: The Contractor shall provide pedestrian hybrid beacons per MUTCD, current edition, Chapter 4F. The Contractor should review and utilize vendors on the FDOT approved product list where possible.

SPEED HUMP INSTALLATION PROCEDURE: The work shall be performed in the following manner:

(1) Templates for the type of speed hump to be constructed, TRRL or flattop, must be used at all times in the construction of the work. The Contractor must provide two (2) profile templates and a check template for each of the speed hump configurations. The templates must be sturdily fabricated and approved by the City representative prior to starting any work. Templates must be maintained in good condition and must be replaced if they become deteriorated or distorted. Work will not be permitted to proceed without the use of approved templates.

(2) The check templates must be constructed very accurately, as they serve as a means of verification of the newly built work. The profile shall not vary by more than 1/16-inch from specified height dimensions.

At its discretion, the City may use other means for checking newly constructed speed humps, such as coring for asphalt thickness and survey elevations.

(3) Where speed humps of the same profile, but of different height, are to be constructed, separate templates must nonetheless be provided, corresponding to the different heights.

(4) The Contractor shall install the permanent Advance Warning Signs for speed humps for each location prior to starting work on installing speed humps. The signs must be covered until the first hump is installed.

Signs shall be field-located by the Engineer or his representative.

Procedure (continued)

- (5) Flaggers shall be present and directing traffic at all times that work in the roadway is taking place. Traffic control barrels, cones and warning signs shall be placed at all work areas to provide a safe maintenance of traffic. All workers must be provided with and must wear roadway safety vests.
- (6) The Contractor shall sawcut, but not excavate, all of the required keyway slot areas for a job before starting any speed hump installation work. The Contractor shall not excavate more than one keyway (leading edges) in advance of speed hump installations. Keyway excavation shall be made to a depth of 1-inch to 2-inches. Over-excavated keyways shall be filled in with asphaltic concrete to obtain the proper depth and prevent damage to passing cars.

During construction of the hump, the first lift of asphalt should encompass the keyways.

- (7) All loose material, dust, dirt and all foreign material which could prevent proper bond with the existing surface shall be removed from the work area. Keyways shall be swept clean.
- (8) A tack coat shall be applied to the pavement surfaces.
- (9) Speed humps shall be constructed on one-half of the roadway at a time. Traffic shall be maintained on the other part of the roadway at all times. The speed humps shall be constructed in two approximate equal lifts. The first lift shall be compacted by a tandem steel roller prior to the installation of the second lift. Trucks carrying asphaltic concrete for the speed humps shall have the asphaltic concrete covered at all times in order to retain the temperature of the mix. The City representative may reject any truck that has, in his judgment, an inadequate cover.
- (10) The Contractor shall clean the work site. Construction debris shall not be allowed to accumulate. All construction debris must be removed from the work site daily.
- (11) Speed humps shall be temporarily striped on the day they are installed. Permanent striping shall be done between 30 and 45 days after installation of the speed humps.

ASPHALTIC CONCRETE: The asphaltic concrete material to be placed under this Contract shall be Florida Department of Transportation (FDOT) Type S-III

The material shall conform with the requirements set forth in the FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, Current Edition.

The asphalt load receipts received from the asphalt plant shall be submitted to the City Inspector for verification of the type of asphalt.

COMPACTING SPEED HUMPS: Use a tandem steel-wheeled roller weighing between 5 and 12 tons. The roller shall pass over every portion of each course of the hump at least five (5) times. Each pass shall overlap the previous pass by half the width of the rollerwheel. The motion of the roller shall be slow enough to avoid displacement of the mixture. Any displacement shall be corrected at once by the use of rakes and the addition of fresh mixture, if required. Final rolling shall be continued until all roller marks are eliminated.

SURFACE REQUIREMENTS: The Contractor shall be responsible for obtaining a smooth surface, free of irregularities. The finished surface shall be of uniform texture and compaction.

ACCEPTANCE TESTING FOR SURFACE TOLERANCE: The surface of the finished speed hump shall conform to the required dimensions as measured by the approved check templates. A tolerance of minus-1/4-inch to plus-1/2-inch will be allowed, but the maximum variation must not exceed 1/2-inch. The Contractor's personnel shall measure the speed hump with the template at the direction of the City Inspector or Engineer.

CORRECTING UNACCEPTABLE SPEED HUMPS: Correction shall be made by removing and replacing the speed hump with another in its place, built to the proper dimensions. The entire speed hump must be removed and the key re-established before constructing a replacement.

The cost of all corrective work shall be borne by the Contractor.

DETAILED SPECIFICATIONS

BID # 233-11184

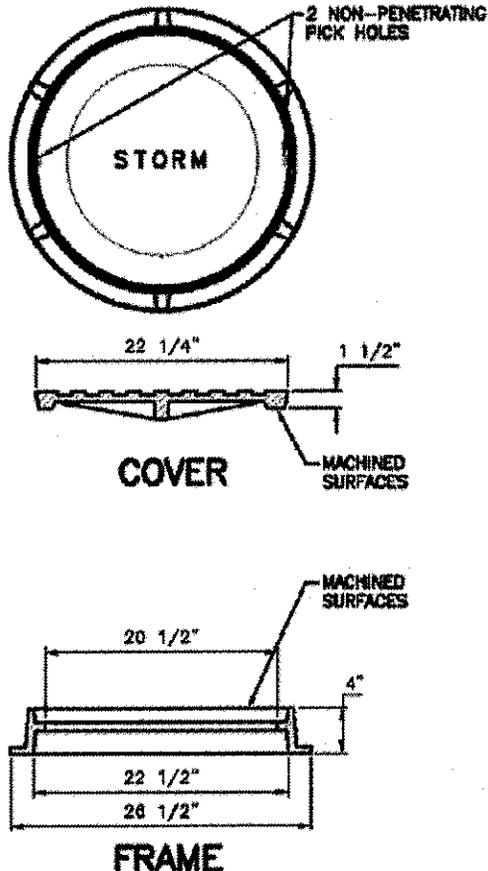
PROJECT # 11870

ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL R.O.W. IMPROVEMENTS"



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



NOTES:

1. MATERIAL: FRAME AND COVER AS SPECIFIED.
2. ADDITIONAL GRADE RINGS MAY BE USED TO ELEVATE EXISTING MANHOLE FRAMES TO RESURFACED GRADE (MAX. 4" HEIGHT).
3. ALL DIMENSIONS ARE NOMINAL.
4. OPTIONAL: HINGED FRAME AND COVER AS SPECIFIED.

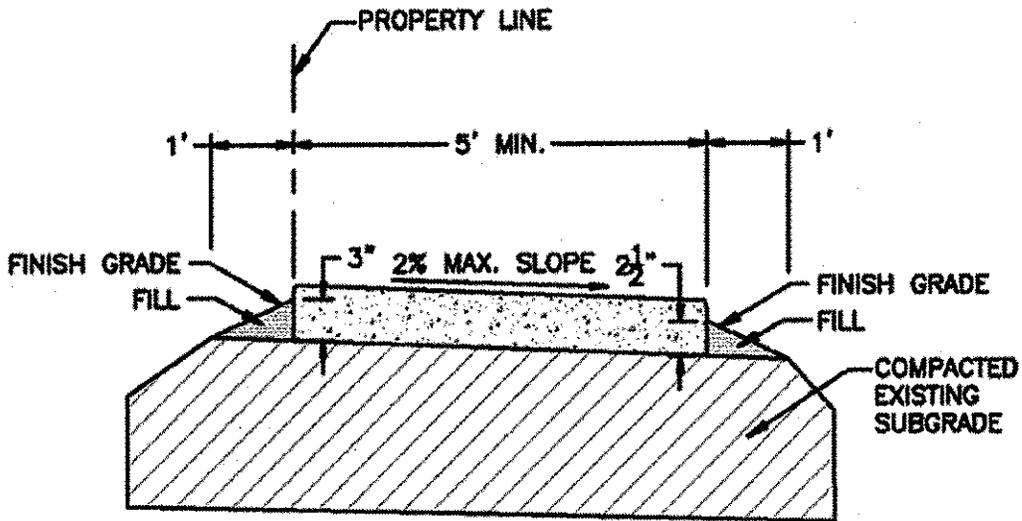
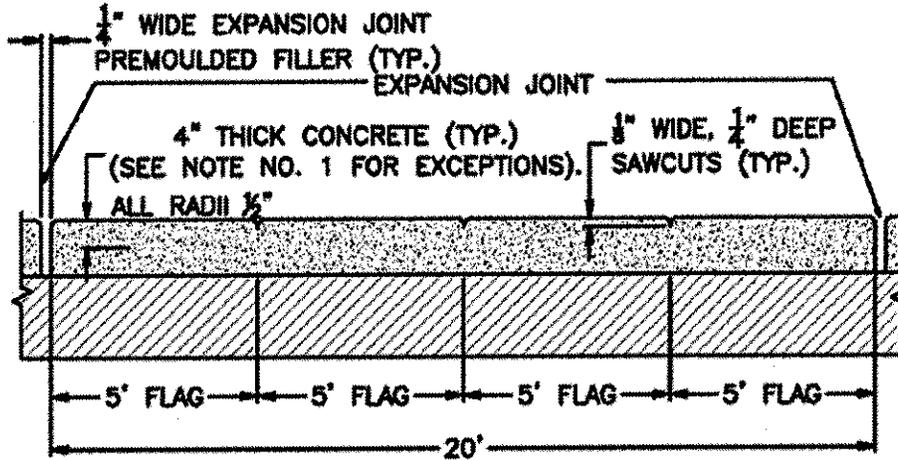
MANHOLE FRAME & COVER (201)

DATE: FEB'06	SCALE: N.T.S.	MANHOLE FRAME AND COVER UNPAVED AREAS	S 201 <small>181</small>
REVISED: MARCH '09	DRAWN BY: R.C.		



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



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

REVISED:

MARCH '09

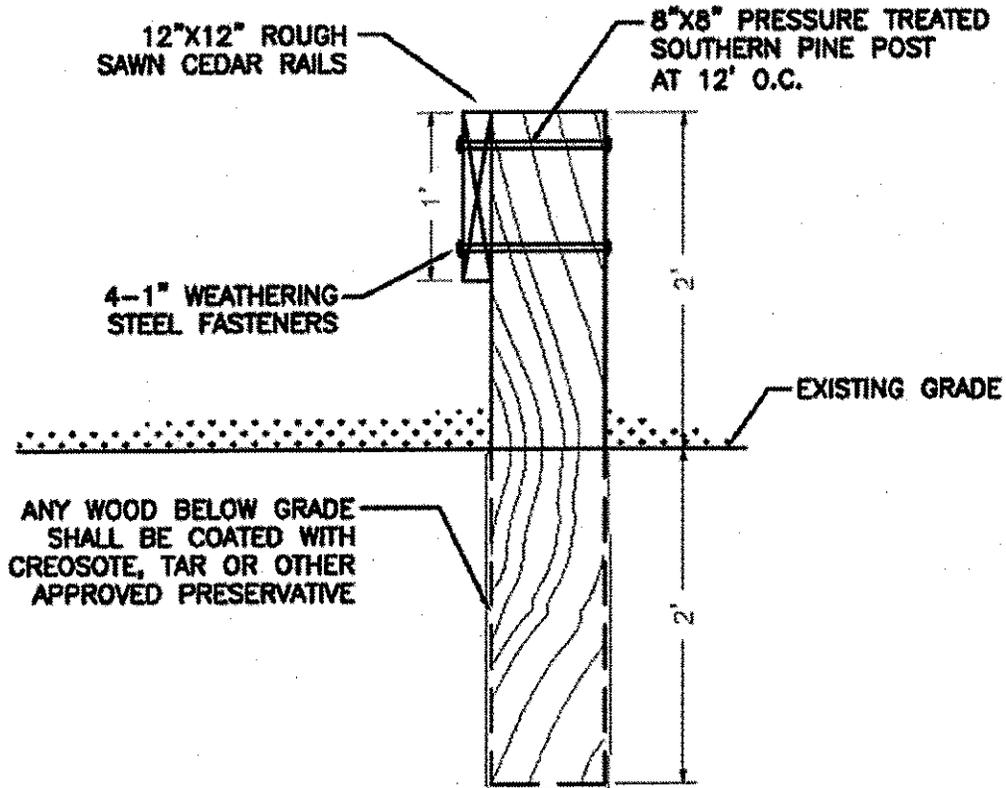
DRAWN BY:

C

2.1



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER

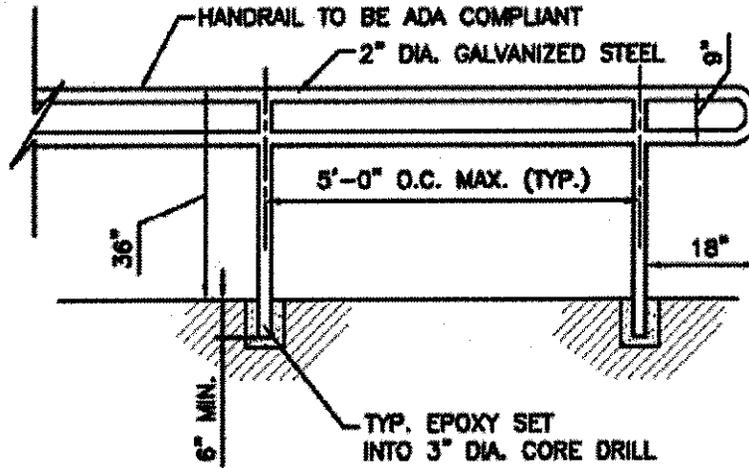


TYPICAL WOOD RAIL FENCE POST

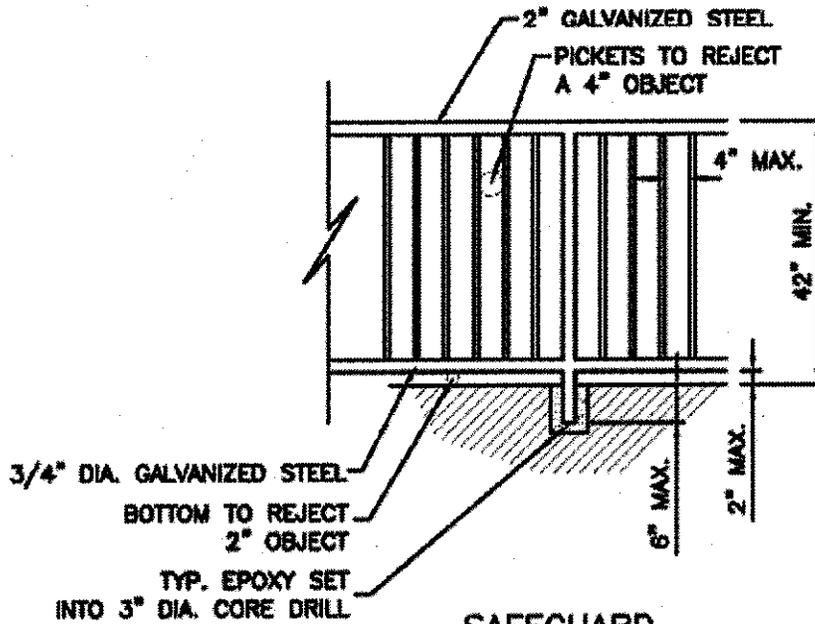
DATE: 04/2012	SCALE: N.T.S.	TYPICAL WOOD RAIL	
REVISED:	DRAWN BY: W.D.		



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



HANDRAIL



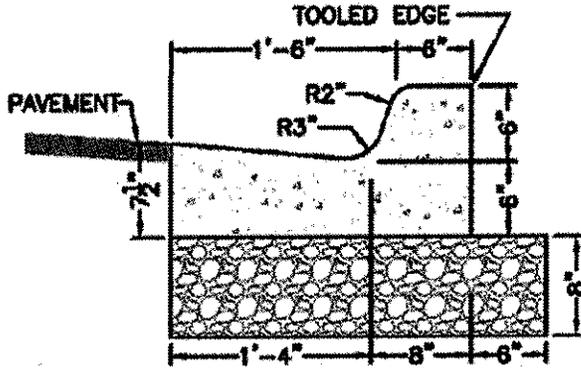
SAFEGUARD

(REQ'D FOR DROPS OF 30" OR GREATER)

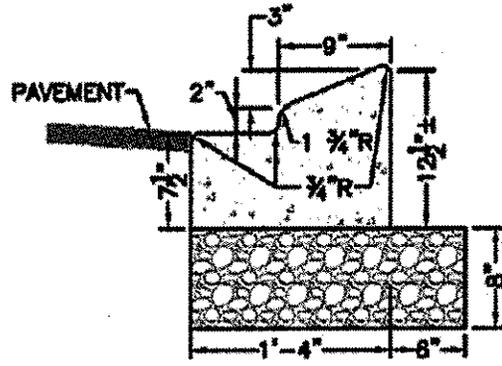
DATE: 04/2012	SCALE: N.T.S.	HANDRAIL & SAFEGUARD	
REVISED:	DRAWN BY: W.D.		



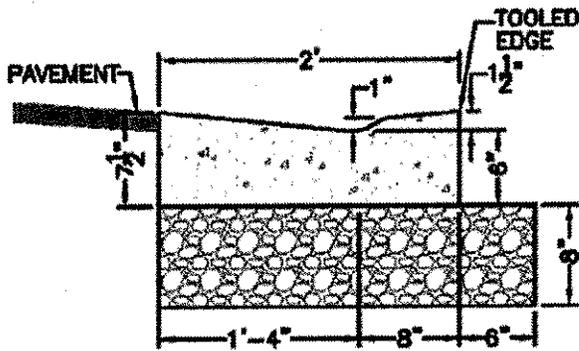
CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



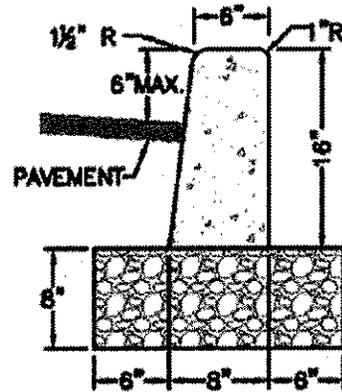
TYPE 'F' CURB & GUTTER



TYPE 'A' MEDIAN CURB



DROP CURB



TYPE 'D'

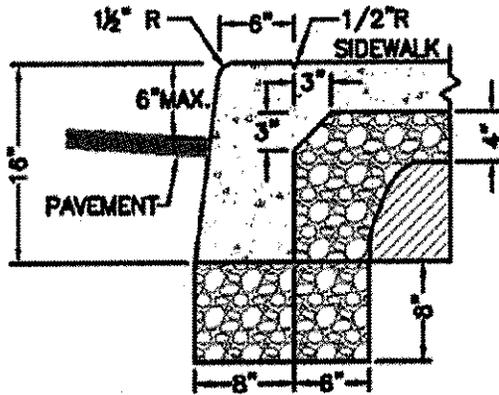
NOTE:

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.

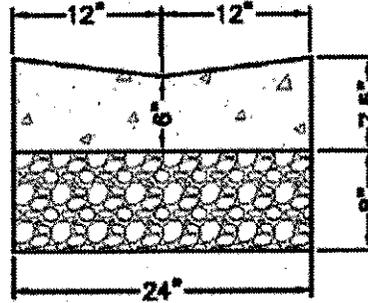
DATE:	JAN. '82	SCALE:	N.T.S.	STANDARD CURB DETAILS	C
REVISED:	MARCH '09	DRAWN BY:			3.1 1 of 2



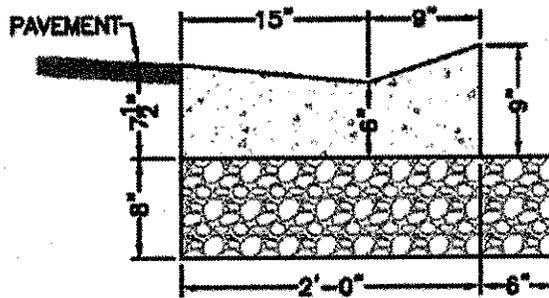
CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



16" CURB WITH SIDEWALK



SYMMETRICAL VALLEY GUTTER
N.T.S.



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	SCALE: N.T.S.	STANDARD CURB DETAILS	C
REVISED: MARCH '09	DRAWN BY:		3.1 2 of 1



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	C
REVISED:	MARCH '09	DRAWN BY:		(FOR DETAILS C4.2 - C4.9)	4.1 1 OF 2



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.

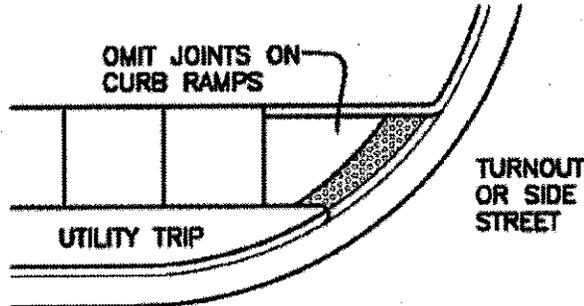
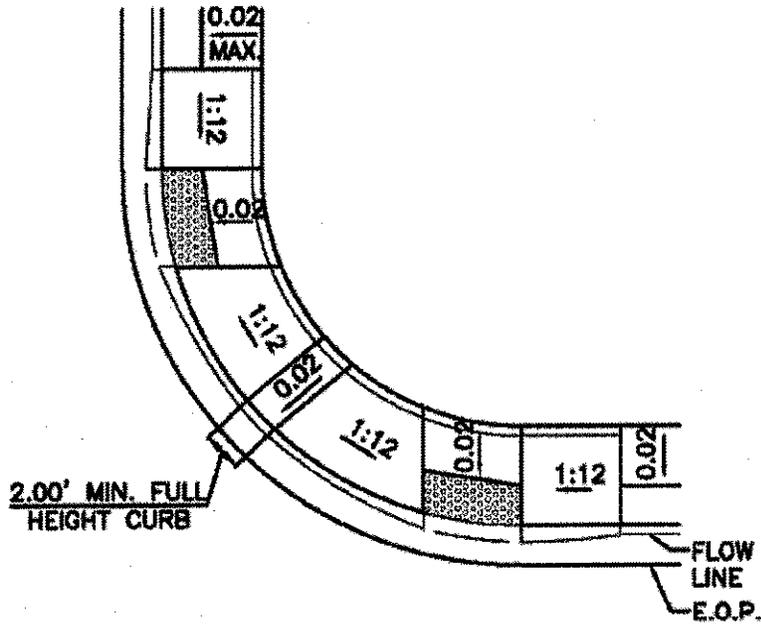
7. DETECTABLE WARNING SURFACE COLOR SHALL CONTRAST WITH SURROUNDING SURFACE AS DIRECTED BY CITY ENGINEER (DEFAULT COLOR IS YELLOW).

* 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: MARCH '09	DRAWN BY:		



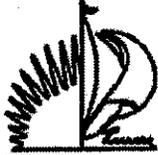
**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



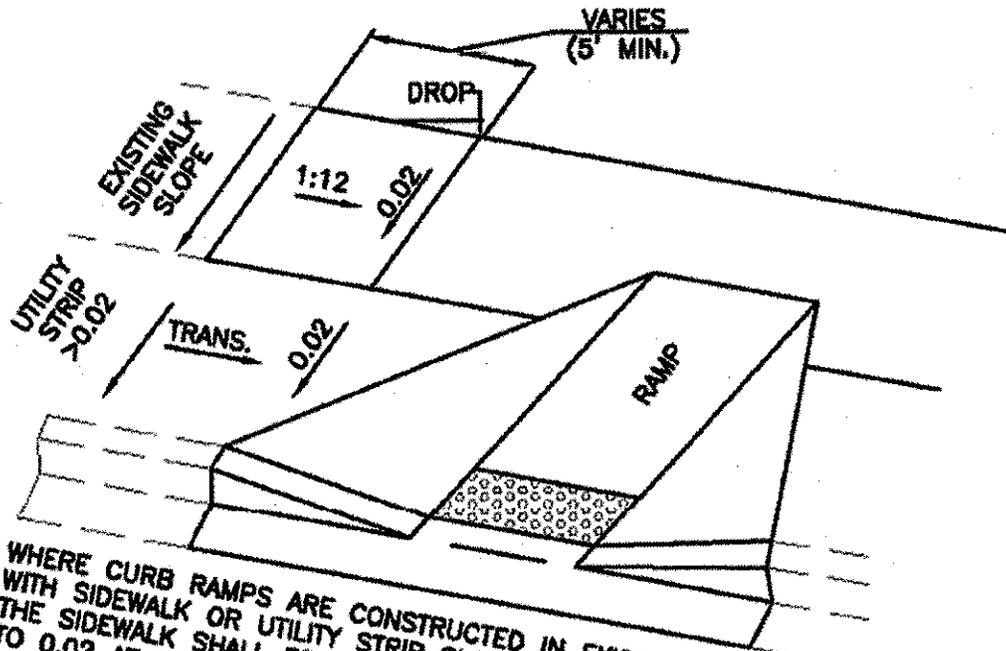
LINEAR SIDEWALK RAMPS *

* AMENDED FROM FDOT INDEX 304

DATE: JAN.'82	SCALE: N.T.S.	TYPICAL PLACEMENT OF PUBLIC SIDEWALK CURB RAMPS AT CURBED RETURNS	C 4.2 1 OF 2
REVISED: MARCH '09	DRAWN BY:		



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



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.

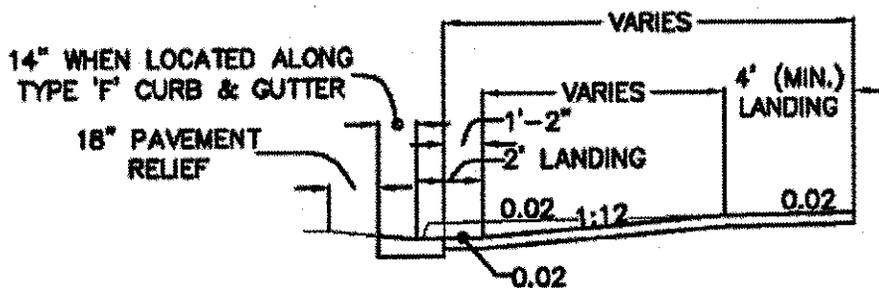
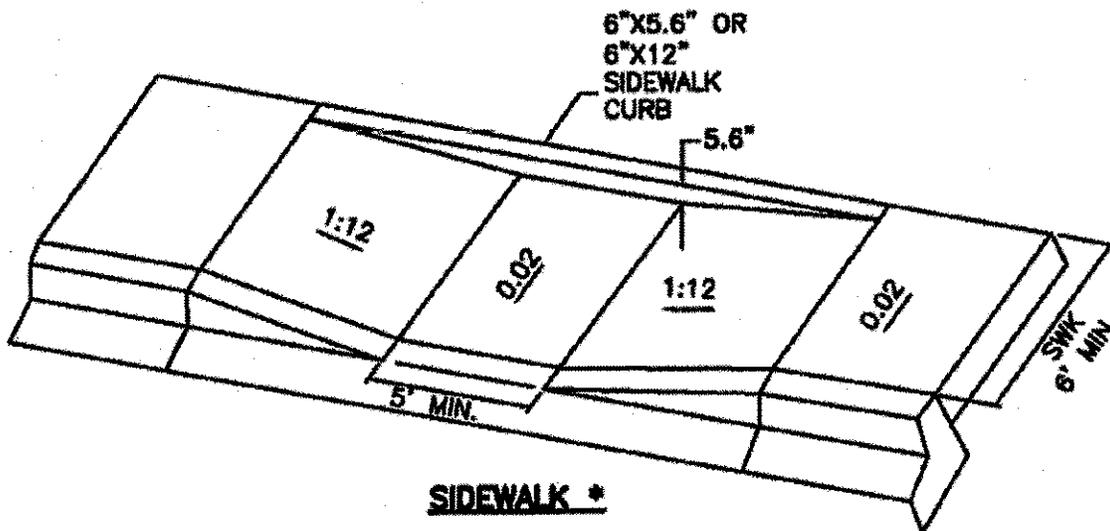
SIDEWALK / UTILITY STRIP * TRANSITION

* AMENDED FROM FDOT INDEX 304

DATE: JAN. '82	SCALE: N.T.S.	TYPICAL PLACEMENT OF PUBLIC SIDEWALK	C
REVISED: MARCH '09	DRAWN BY:	CURB RAMPS AT CURBED RETURNS	4.2 3 OF 3



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



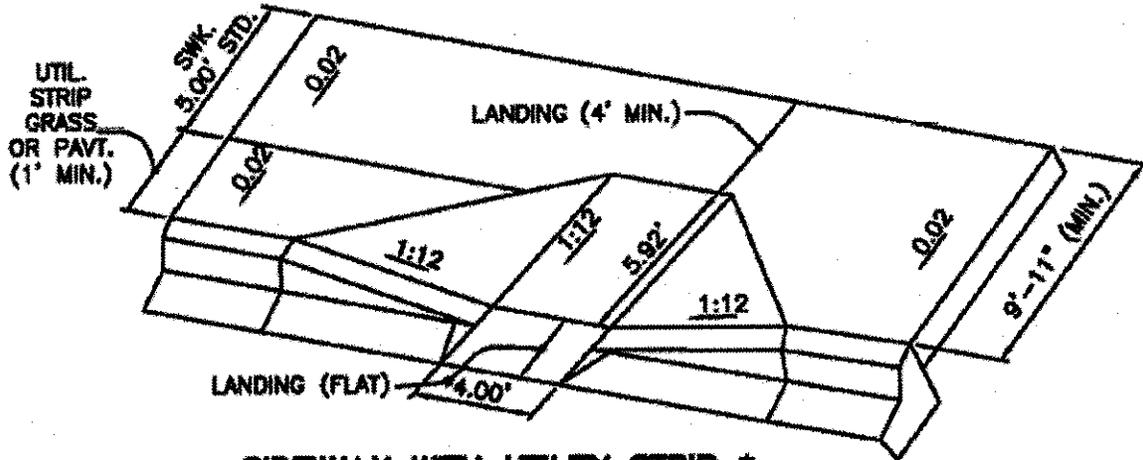
SECTION THROUGH RAMP RUN AND LANDINGS WITH *
UPPER LANDING AT NORMAL SIDEWALK ELEVATION

* AMENDED FROM FDOT INDEX 304

DATE:	JAN. '81	SCALE:	N.T.S.	DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK RAMPS WHERE RAMP AND LANDING DEPTH ARE NOT RESTRICTED BY R/W	C
REVISED:	MARCH '09	DRAWN BY:			4.3

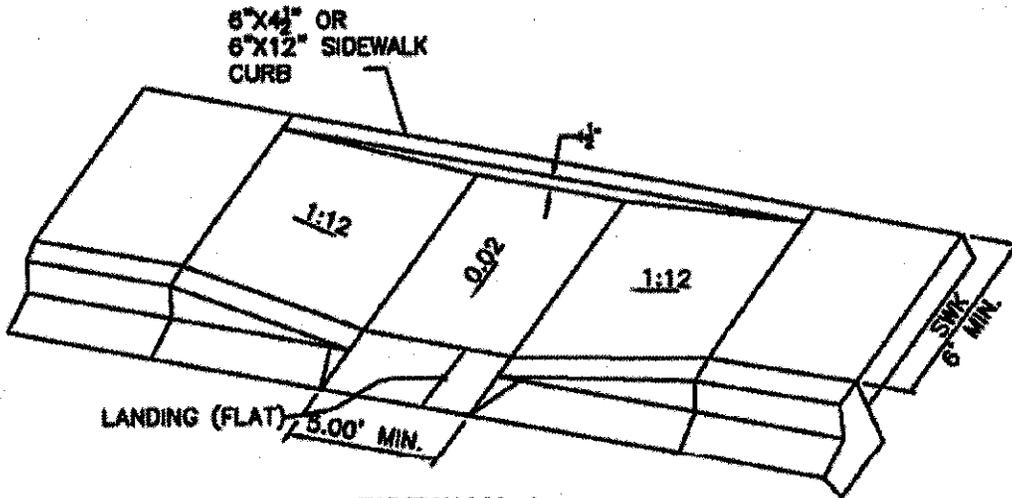


CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



SIDEWALK WITH UTILITY STRIP *

*MAY BE REDUCED TO 3' IN RESTRICTED CONDITIONS



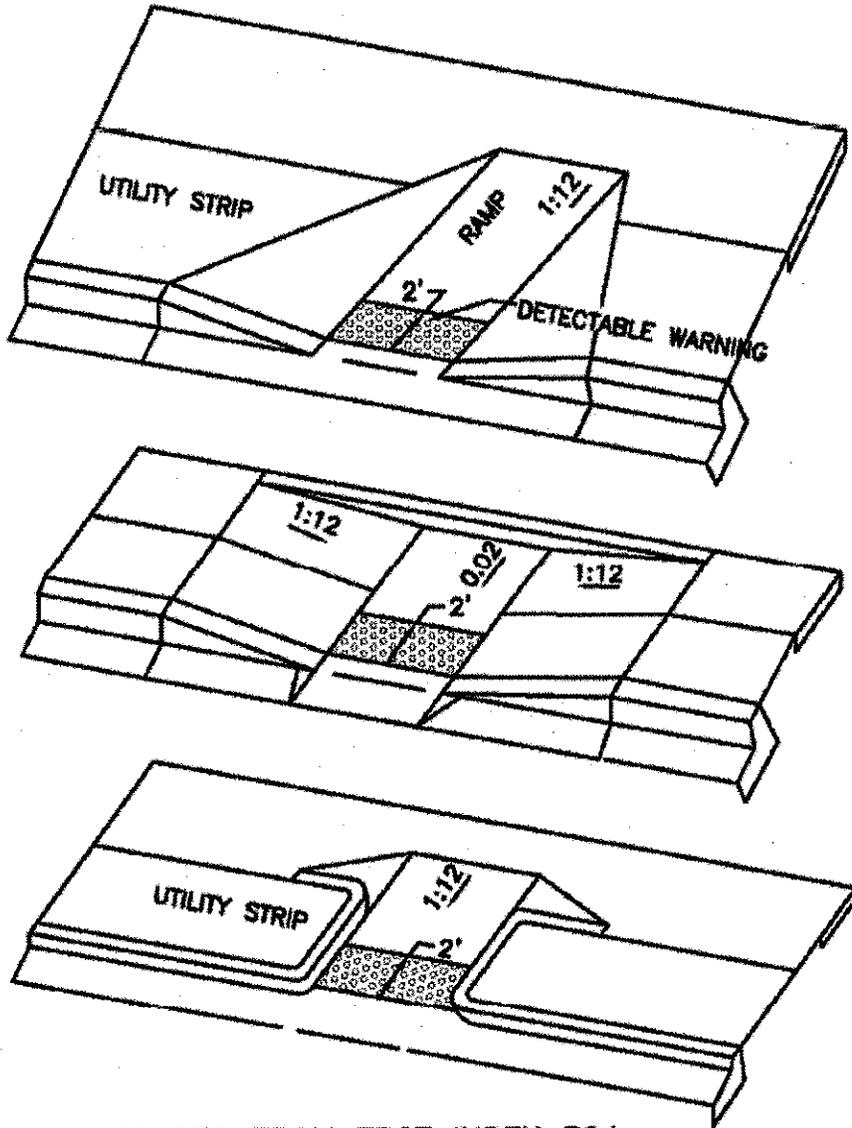
SIDEWALK *

* 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 RW	C 4.4
REVISED: MARCH '09	DRAWN BY:		



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER

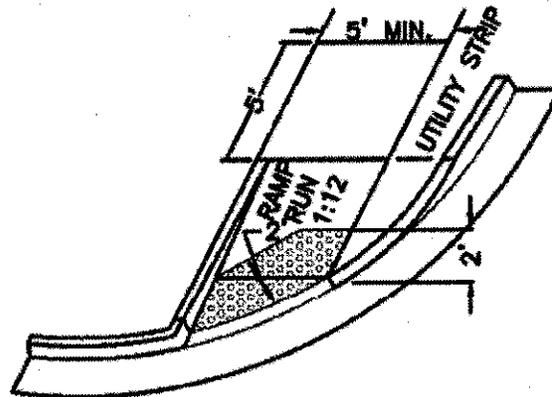
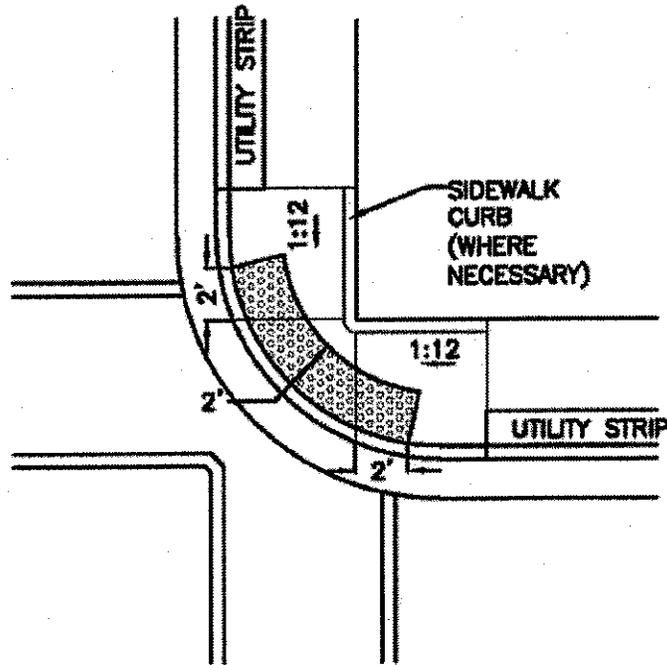


* AMENDED FROM FDOT INDEX 304

DATE: OCT. '08	SCALE: N.T.S.	TYPICAL PLACEMENT OF DETECTABLE	C
REVISED: MARCH '09	DRAWN BY: W.D.	WARNING ON CURB RAMPS	4.5 108



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER

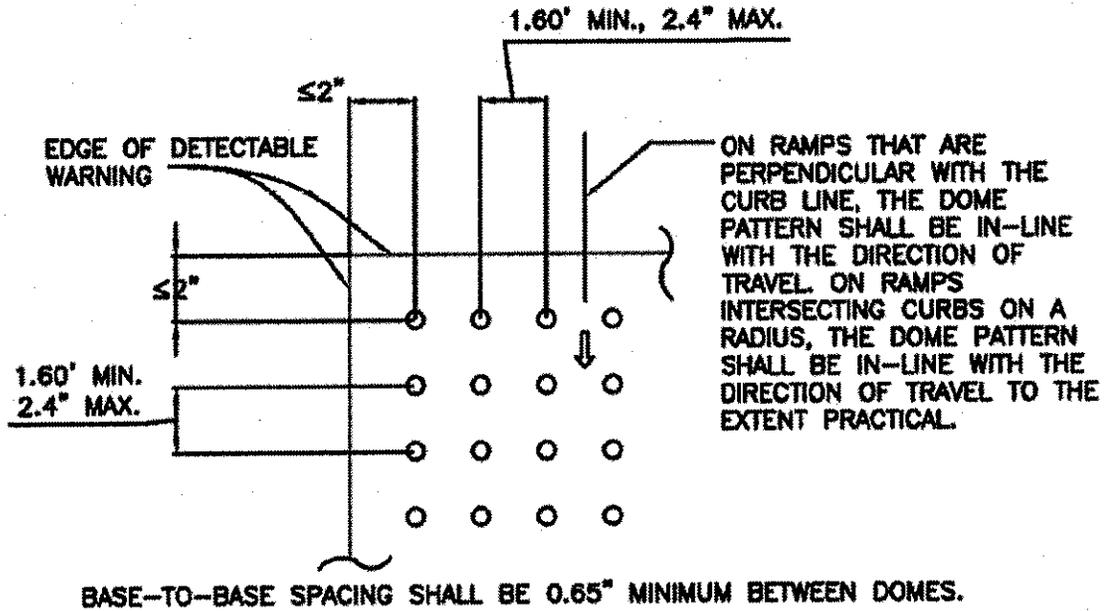


* AMENDED FROM FDOT INDEX 304

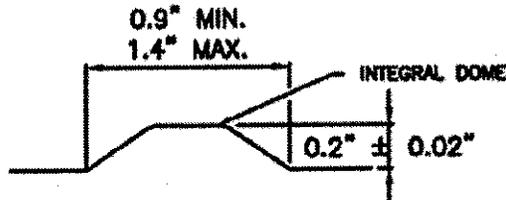
DATE:	OCT. '08	SCALE:	N.T.S.	TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS	C 4.5 <small>2 OF 2</small>
REVISED:	MARCH '09	DRAWN BY:	W.D.		



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



PLAN VIEW *



THE TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 85% OF THE BASE DIAMETER.

NOTE: **TRUNCATED DOME ***

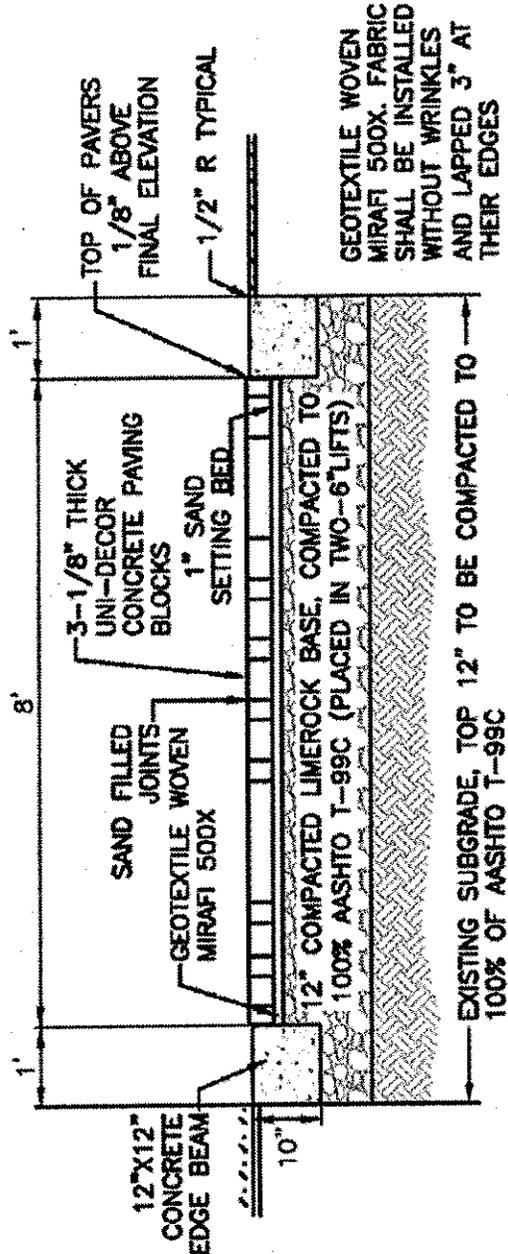
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACE THAT EXTEND THE FULL WIDTH OF RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM THE BACK OF THE CURB.

* AMENDED FROM FDOT INDEX 304

DATE:	OCT. '08	SCALE:	N.T.S.	CURB RAMP DETECTABLE	C
REVISED:	MARCH '09	DRAWN BY:	W.D.	WARNING DETAIL	4.6



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER

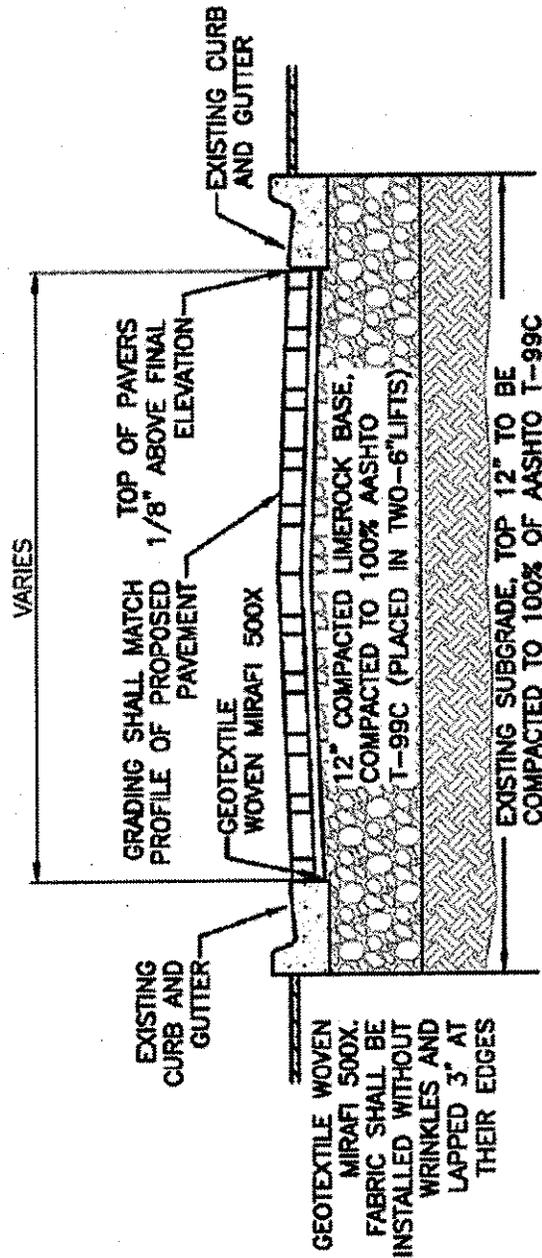


GEOTEXTILE WOVEN
MIRAFI 500X. FABRIC
SHALL BE INSTALLED
WITHOUT WRINKLES
AND LAPPED 3" AT
THEIR EDGES

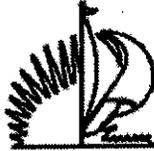
DATE: JAN. '09	SCALE: N.T.S.	PAVERS WITH LIMESTONE BASE	C
REVISED: MARCH '09	DRAWN BY: R.C.	CROSS SECTION	1.4 1 OF 3



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



DATE: JAN. '09	SCALE: N.T.S.	PAVERS WITH LIMESTONE BASE	C
REVISED: MARCH '09	DRAWN BY: R.C.	LONGITUDINAL SECTION	1.4 2 OF 3



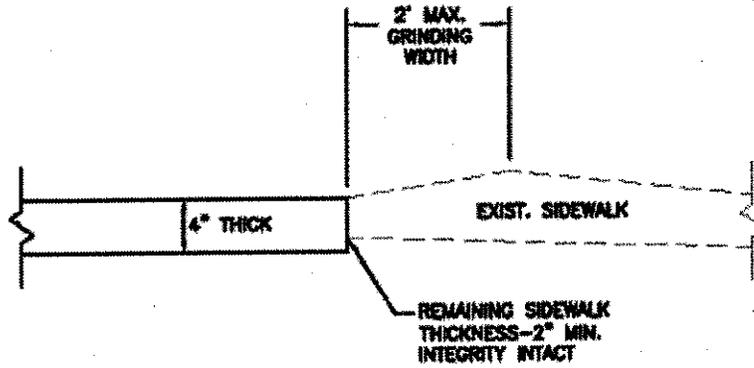
CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER

- 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 SCREDED 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.

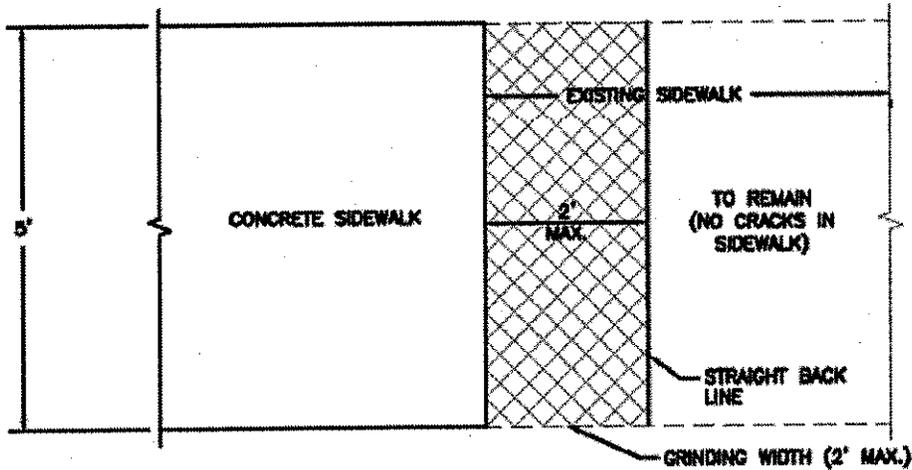
DATE: JAN. '09	SCALE: N.T.S.	PAVERS WITH LIMESTONE BASE	C
REVISED: MARCH '09	DRAWN BY: R.C.	CONSTRUCTION NOTES	1.4 <small>2 OF 3</small>



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



SIDEWALK (SIDE VIEW)



**SIDEWALK (PLAN VIEW)
CONCRETE SIDEWALK GRINDING DETAIL**

DATE: 04/2012

SCALE:

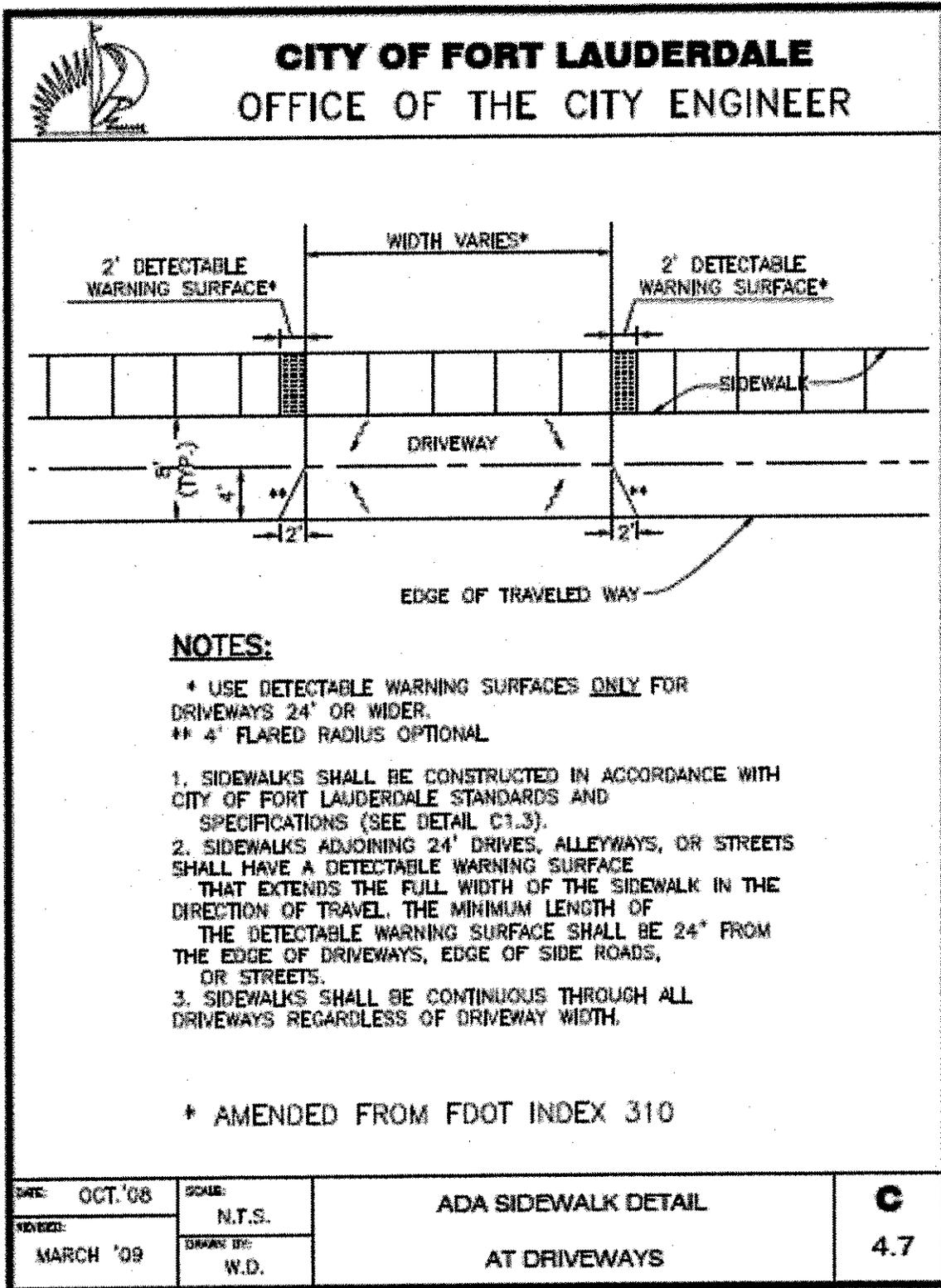
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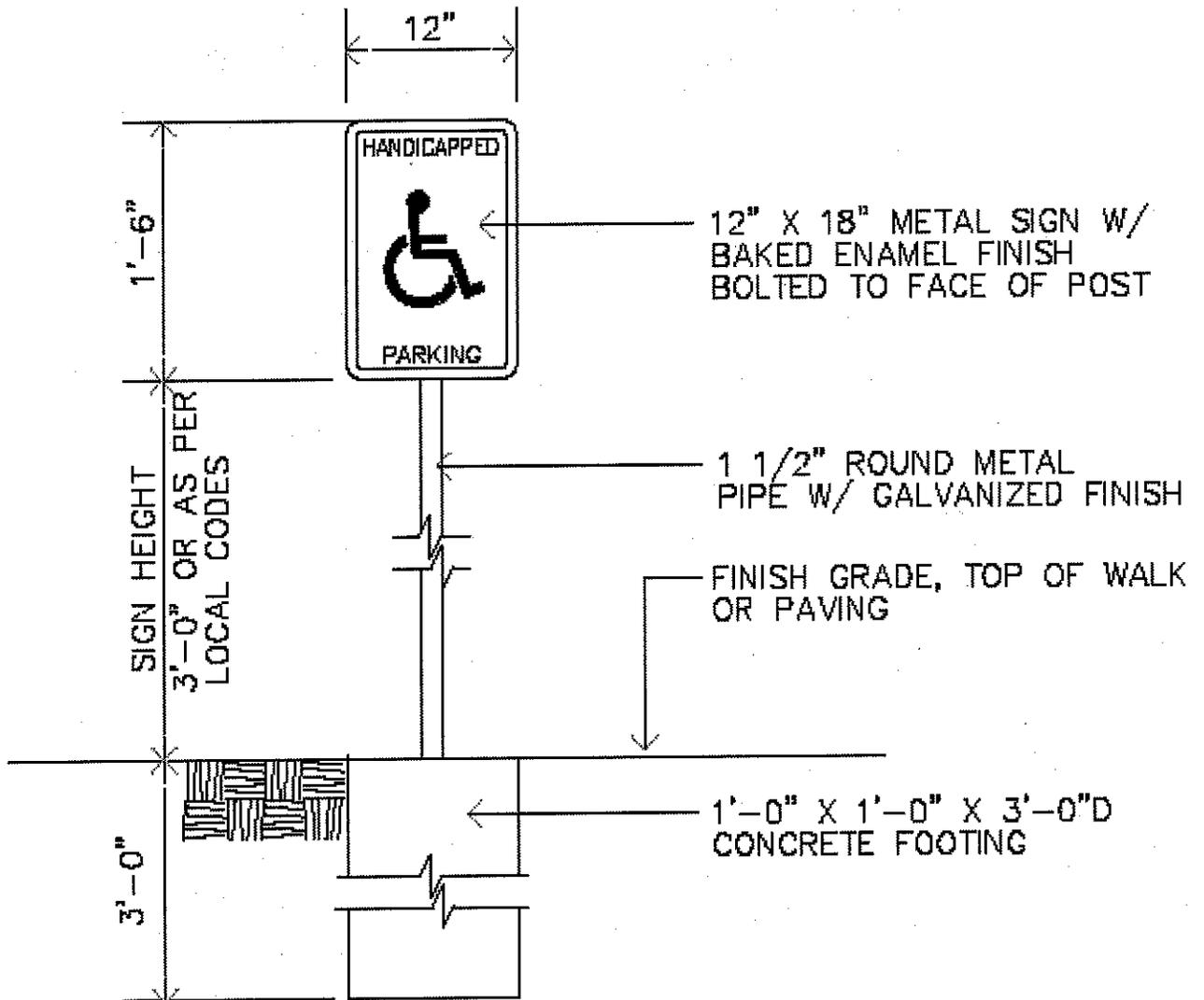
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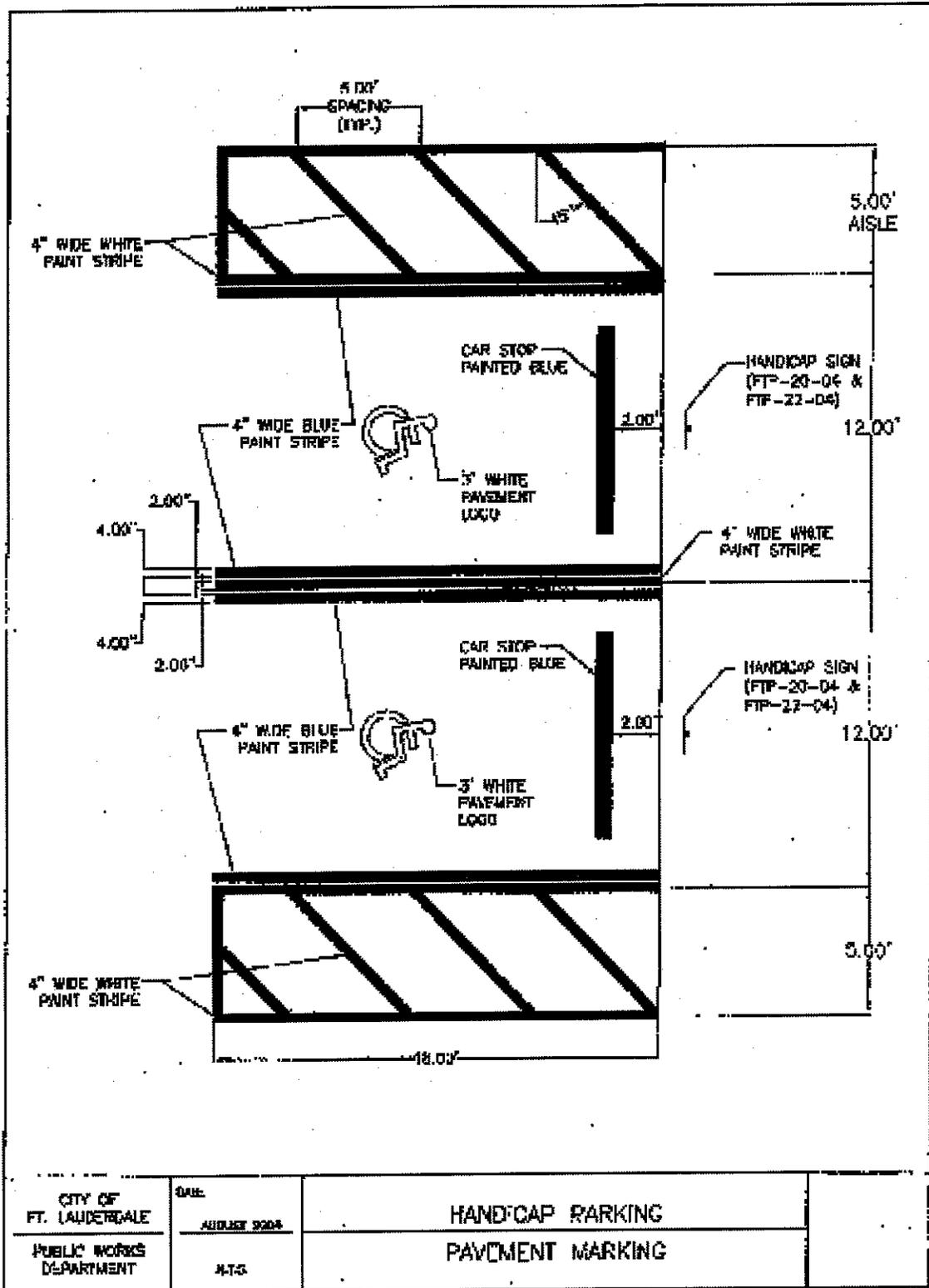
W.D.

CONCRETE SIDEWALK
GRINDING DETAIL

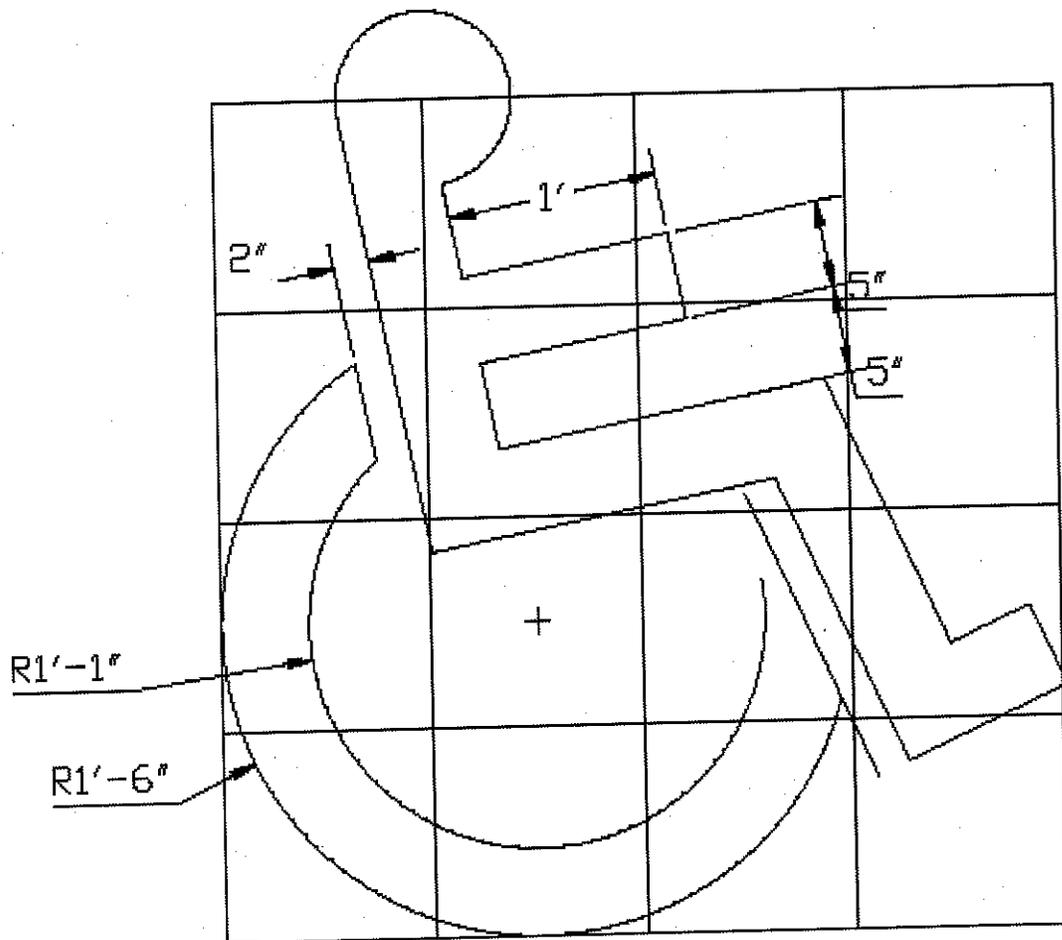




HANDICAPPED POLE DETAIL

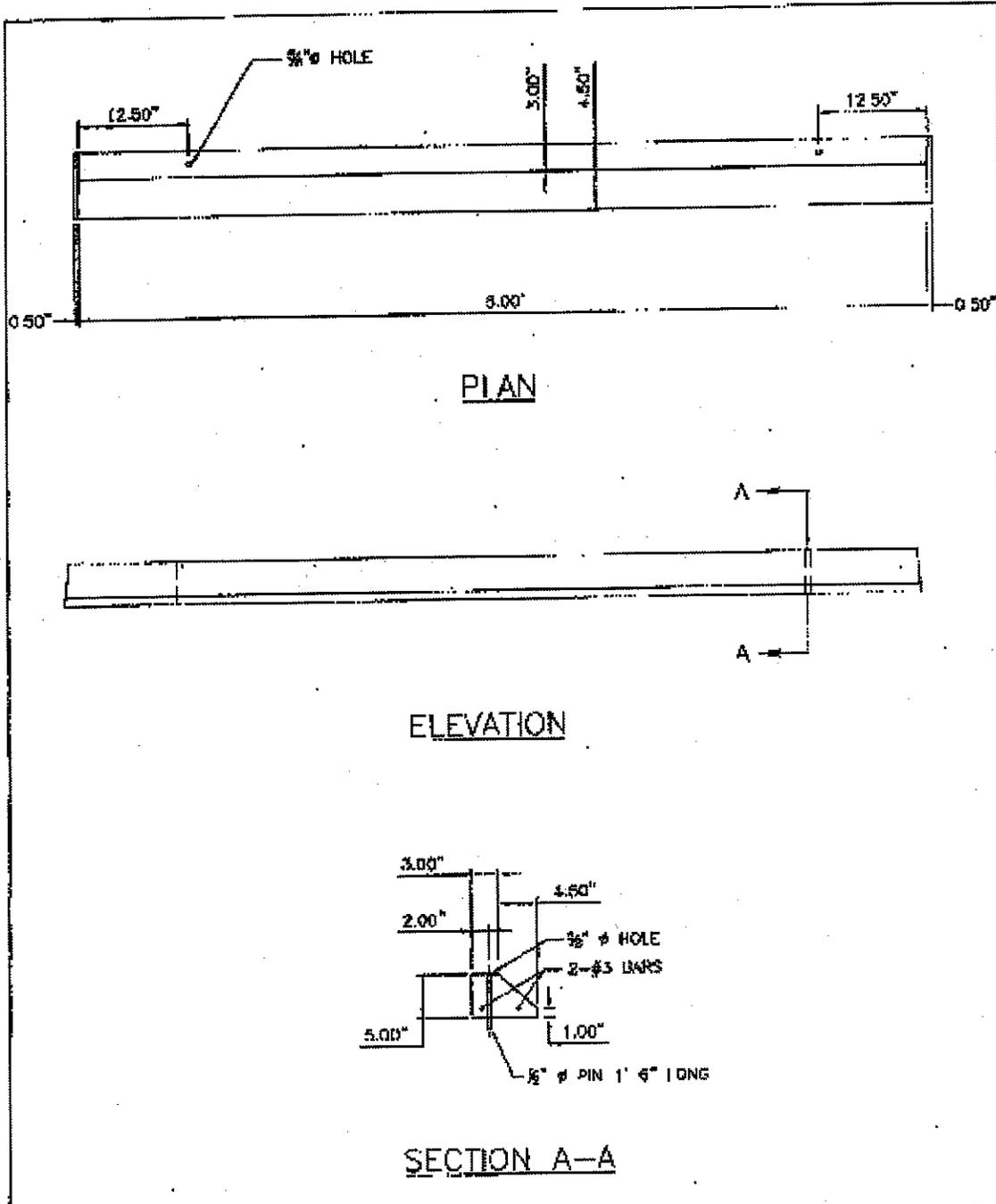


HANDICAPPED SYMBOL LAYOUT

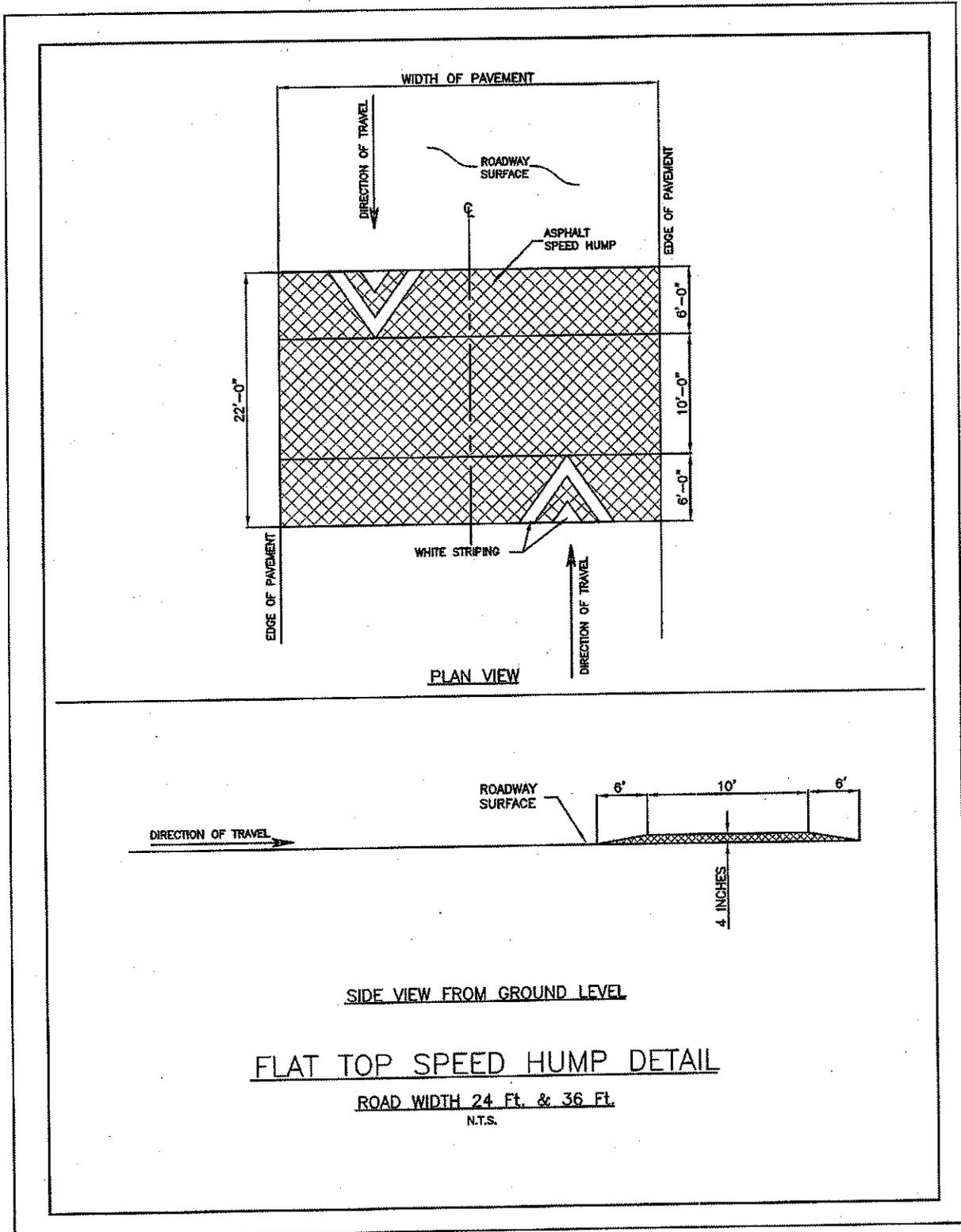


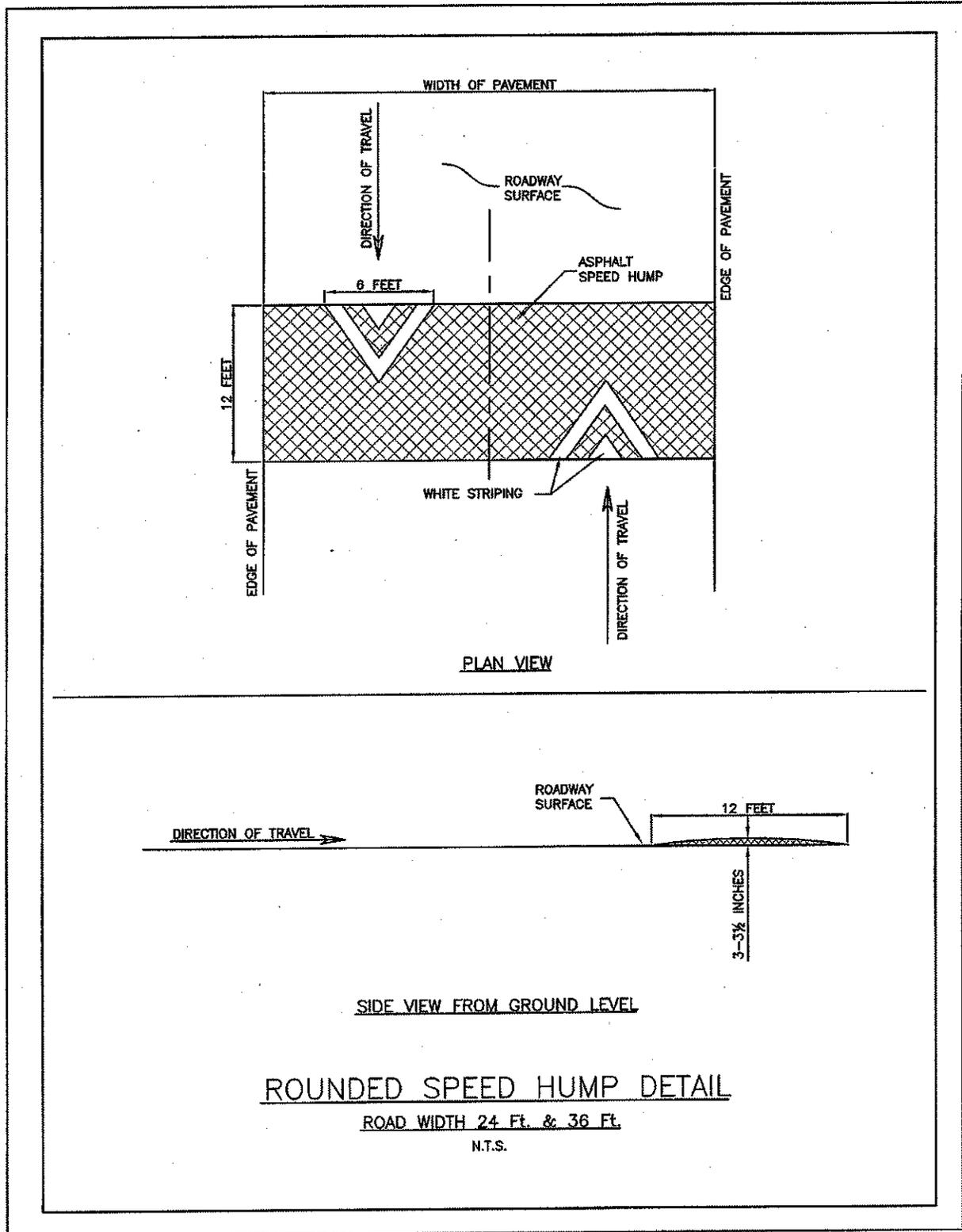
HANDICAPPED SYMBOL

DS-23

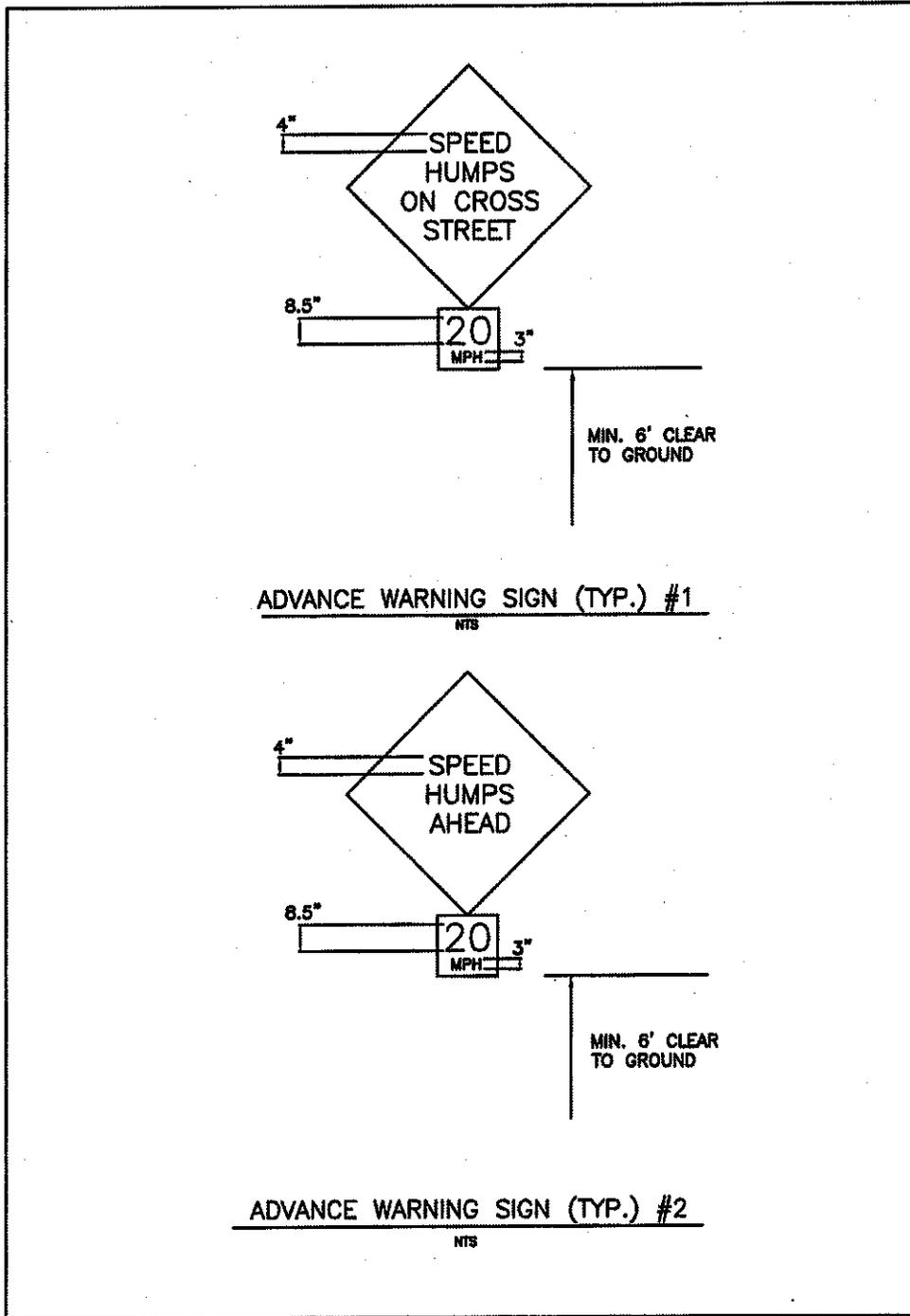


CITY OF FT. LAUDERDALE	DATE AUGUST 2004	HANDICAP PARKING	
PUBLIC WORKS DEPARTMENT	NTS	CAR STOP	

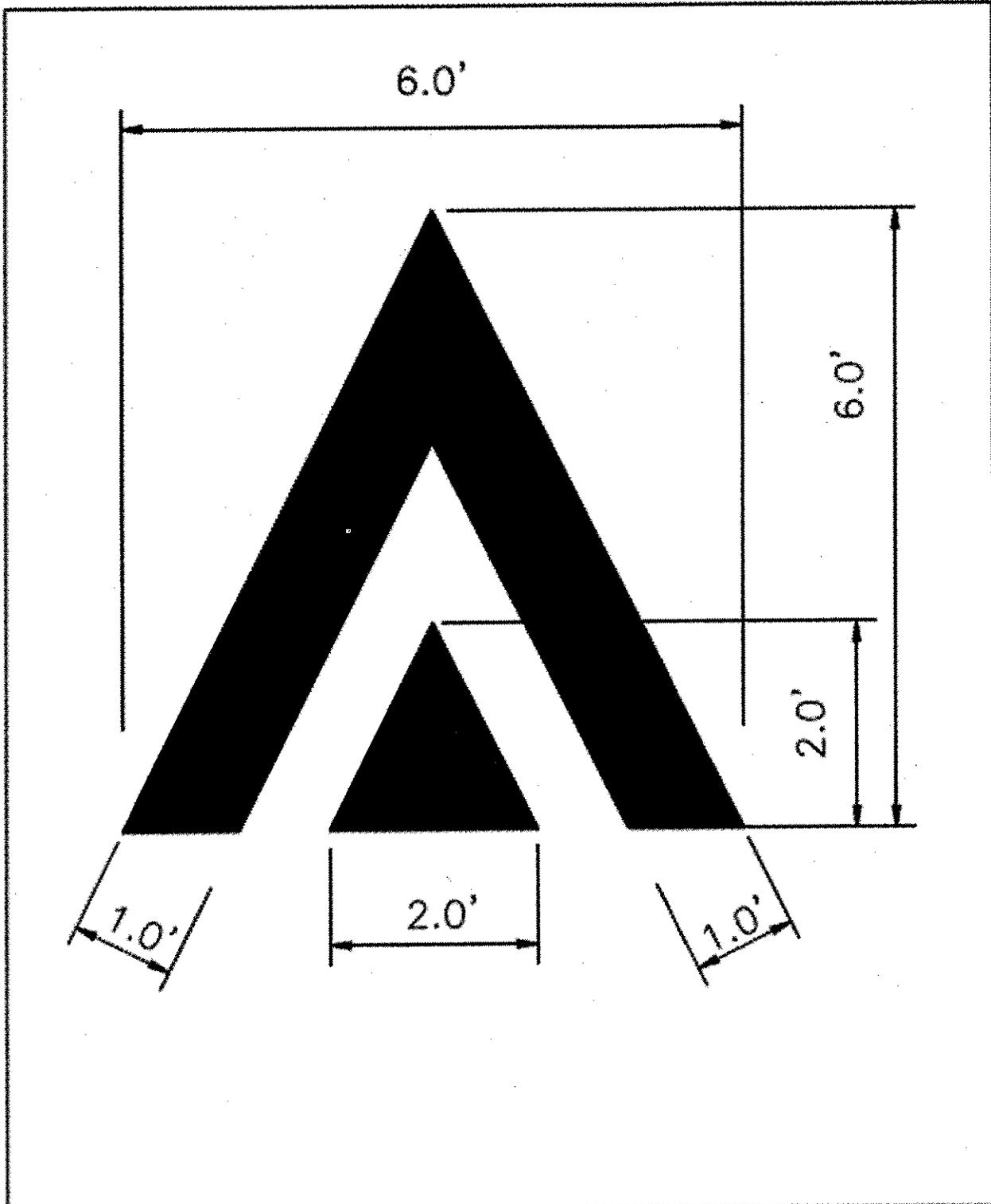




DS-26

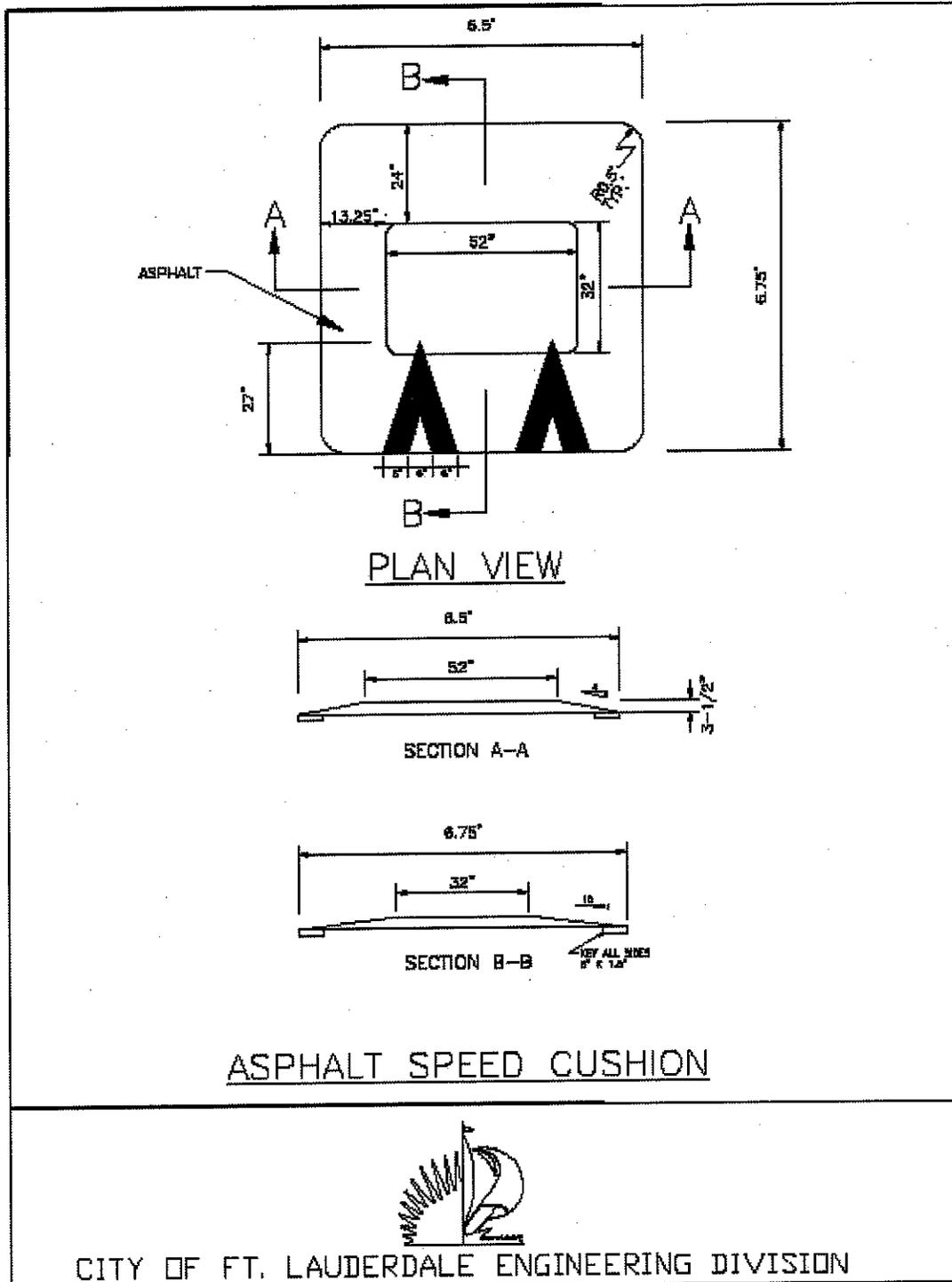


DS-27



 CITY OF FT. LAUDERDALE ENGINEERING DIVISION	DATE JUNE 2008 N.T.S.	SPEED HUMP THERMOPLASTIC STRIPING DETAIL	1 OF 1
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DS-28



PROJECT # 11870

STAMPED ASPHALT SPECIFICATIONSFull Milling of Pavement for Flush Installation

The installation area boundaries shall be saw-cut prior to excavating the pavement materials for a clean straight, full depth edge. All pavement materials shall be milled and all excess material removed. The depth of the milled area shall allow the depth of the imprint material to be maintained within a range of 0.6-inch to 0.8-inch depth across the entire installation. The existing pavement must be free of cracks. The milling process will not necessary remove existing pavement cracks.

SURFACE PREPARATION

The pavement surface shall be dry and clean: free of all dirt, debris, salts, concrete admixtures and any chemical residues.

- A. Bituminous residue must be removed from new pavement surface prior to installation of imprint.
- B. Removal of contaminants may be done by brooming, compressed air, pressure washing or if necessary, light-grit blasting. Wire brush may be used to remove loose or powdery materials.
- C. Surfaces with a high degree of porosity require a primer before imprint is installed. Thermobond primer available from integrated Paving Concepts Inc. is the recommended primer.

INSTALLATION OF IMPRINT

Imprint is to be installed only by an accredited imprint installer.

- A. Application temperature conditions:
- B. Application thickness: imprint is to be applied at a thickness of 0.6-inch to 0.8-inch.
- C. For substrates that have properly installed control joints to the extent where possible, it is recommended to lay the imprint pattern in such a way that the natural joints of the pattern coincide with the construction joints in the substrate. To help mitigate reflective cracking through to the imprint, a construction joint coinciding with the substrate control joint must be installed in the imprint.
- D. The imprint material shall be prepared for installation utilizing a heating kettle specifically designed for hot applied polymer modified synthetic asphalt surface treatment and capable of mixing components to a homogenous consistency. The material shall be heated within the temperature range of 374°F – 410°F prior to installation. To preserve the integrity of the material, do not overheat the imprint material.
- E. The imprint material shall be uniformly distributed onto the pavement surface by means of preheated finishing irons.

- F. The heated and mixed material is hand applied over the prepared surface at an average depth of between 0.6-inches and 0.8-inches. Grade control devices may be used by the accredited imprint installer to ensure the proper thickness is obtained.
- G. Interface with adjacent surfaces shall be flush, providing smooth transition from surface to surface. Precautions to protect the immediate perimeter around the installation are to be taken.
- H. Applying the sand cover: Immediately apply the dried silica sand at an approximate rate of 0.2 lb./SF. The placement of this material does not require any compaction.
- I. Imprinting the pattern design: The accredited imprint installer will stamp the pattern into the semi-molten material immediately after the silica sand application using an approved mold. The mold is pressed into the material to a depth of between 0.2 inches and 0.04 inches, depending on the thickness of the material.
- J. After initial set, remove excess aggregate by hand or suction sweeping prior to opening to traffic.
- K. Heat all cold edges to ensure good adhesion between successive applications of material.

CONTRACTOR PERFORMANCE EVALUATION

Work Order: _____

Date: _____

Performance Ranking 1					
	CRITERIA	1	2	3	4
1	SAFETY Contractor is in compliance with Florida Trench Safety Act. Contractor is maintaining his HASP and AHA. Contractor uses temporary controls to protect public.				
2	SUPERVISION Contractor provides adequate, experienced and competent supervision for his own crews and the work of sub-contractors.				
3	SCHEDULE Contractor is making timely and complete submittal of construction schedules in P3 format and diligently pursues completion of the work to meet the construction schedule of the Work Order.				
4	QUALITY Contractor is maintaining access and meeting MOT requirements. Completed construction is meeting contract requirements, quality standards and passing inspection with a minimum of rework. Contractor work passes testing without rework. Contractor is ready for testing when scheduled. Contractor uses specified and approved materials.				
5	SUBMITTALS Contractor's submittals are complete, timely and accurate.				
6	UTILITY CONFLICTS Contractor notifies Sunshine State One-Call and affected utilities before commencing work. Contractor verifies utility locations.				

CONTRACTOR PERFORMANCE EVALUATION (Continued)

PROJECT 11870

7	<p>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.</p>				
8	<p>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.</p>				
9	<p>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.</p>				
10	<p>PAYMENT Contractor is making timely submittal of sufficient and accurate progress payment requests and does not make unjustified claims for additional expenses.</p>				
11	<p>JOBSITE MAINTENANCE Contractor maintains construction site in accordance with contract requirements. Contractor provides timely restoration in accordance with contract provisions. Contractor manages site drainage and dewatering in accordance with the contract requirements.</p>				
12	<p>RESIDENT COMPLAINT RESPONSE Contractor is responsive and prompt in efforts to resolve resident complaints related to construction activities. Contractor does not unduly interrupt residential services</p>				
					Total Points

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

CONTRACTOR PERFORMANCE EVALUATION (Continued)

PROJECT 11870

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.

**PROJECT # 11870
ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL ROW IMPROVEMENTS**

TECHNICAL SPECIFICATIONS

DIVISION 1—GENERAL REQUIREMENTS

01001 General Requirements	1-6
01025 Measurement and Payment	1-4

DIVISION 2—SITE CONSTRUCTION

02200 Site Preparation	1-3
02050 Demolition	1-3
02710 Limerock Base	1-4
02761 Pavement Marking	1-5
02771 Concrete Curbs and Sidewalks	1-4
02772 Asphalt Concrete Pavement.....	1-4
02773 Seal Coating.....	1-3
02847 Traffic Signs	1
02911 Soil Preparation.....	1-2
02920 Sodding.....	1-4

DIVISION 3—CONCRETE (NOT USED)

DIVISION 4—MASONRY (NOT USED)

DIVISION 5—METALS (NOT USED)

DIVISIONS 6 THROUGH 10 (NOT USED)

DIVISION 11—EQUIPMENT (NOT USED)

DIVISIONS 12 (NOT USED)

DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 (NOT USED)

DIVISION 15—MECHANICAL (NOT USED)

DIVISION 16—ELECTRICAL (NOT USED)

END OF SECTION

DS-1

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 01001
GENERAL REQUIREMENTS****PART 1 PROJECT DESCRIPTION****1.1 GENERAL**

- A. A brief description of the Work is stated in the NOTICE TO CONTRACTORS. To determine the full scope of the Project or any particular part of the Project, coordinate the applicable information in these Contract Documents.
- B. The Work under this Contract shall be performed by the CONTRACTOR as required by the OWNER. Work will be authorized in the form of a Notice to Proceed issued to the CONTRACTOR. The CONTRACTOR shall complete all work in the Contract within the number of calendar days stipulated in the Contract unless an extension in the time of completion is granted by the ENGINEER, as stated in the INSTRUCTIONS TO BIDDERS. Upon completion of the work and compliance with applicable provisions in the Contract Documents, the CONTRACTOR will receive final payment for all work done.
- C. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.
- D. The CONTRACTOR shall become familiar with the existing operating conditions of the OWNER's parking facilities and take such into consideration in planning and scheduling work.

1.2 DOT SPECIFICATIONS

Portions of The Florida Department of Transportation Standard Specifications for Road and Bridge Construction and their Roadway and Traffic Design Standards, hereinafter referred to as the DOT Standard Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein. Such reference shall mean the current edition, including all supplements. In case of a conflict in the requirements of the DOT Specifications and the requirements stated herein, the requirements herein shall prevail.

PART 2 SEQUENCE OF OPERATIONS**2.1 SCHEDULING**

- A. General: CONTRACTOR shall prepare and submit a Construction Schedule.
- B. Plan the Work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the ENGINEER and OWNER's representative to develop an approved work schedule which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870**

conditions. The CONTRACTOR shall do this work at such times, and at no additional cost to the OWNER.

- C. No work shall be started until the CONTRACTOR has received approval of the construction schedule from the ENGINEER or OWNER. The CONTRACTOR shall have sufficient manpower, equipment, and material to complete the project.
- D. No work shall commence without express consent of the ENGINEER or OWNER.
- E. If a privately owned staging area is required, no work shall commence until approval of the facility is obtained from City Planning and Zoning in accordance with Section 47-19.2 of the Unified Land Development Regulations. Submit a copy of the approval and agreement to the ENGINEER or OWNER.

2.2 MOBILIZATION AND DEMOBILIZATION

- A. CONTRACTOR shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization shall be included in the lump sum price indicated in the Proposal for the Project.

2.3 COORDINATION

- A. CONTRACTOR shall cooperate in the coordination of separate activities in a manner that will provide the least interference with the OWNER's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the ENGINEER or OWNER.

2.4 SHUTDOWN OF EXISTING OPERATIONS

- A. Continuous operation of the OWNER's facilities is of critical importance. The CONTRACTOR's work shall not result in extended periods of interruption of service to customers.
- B. Minimizing conflicts with the ongoing area-wide commercial activities is of critical importance. The CONTRACTOR's work shall minimize in the interruption of operations at any facility or business.

All materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand prior to the shutdown of existing services or utilities.

PART 3 SITE CONDITIONS

GENERAL REQUIREMENTS

01001-2

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****3.1 SITE INVESTIGATION AND REPRESENTATION**

- A. The CONTRACTOR acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions, the character 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 this Contract.
- B. Failure by the CONTRACTOR to become acquainted with the physical conditions and all the available information will not relieve the CONTRACTOR from responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- C. The CONTRACTOR warrants that as a result of examination and investigation of all the aforesaid data, the CONTRACTOR can perform the work in a good and workmanlike manner and to the satisfaction of the OWNER. The OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the OWNER.

3.2 INFORMATION ON SITE CONDITIONS

- A. General: Information obtained by the OWNER or ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the OWNER upon request. Such information is offered as supplementary information only. Neither the ENGINEER nor the OWNER assumes any responsibility for the completeness or interpretation of such supplementary information.
- B. Where appropriate, subsurface boring logs are provided on the drawing profiles.

3.3 UTILITIES

- A. The CONTRACTOR shall be responsible for determining and/or confirming, at his cost, the locations of all utilities within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.
- B. The CONTRACTOR shall contact potentially affected utilities as provided in Section 01040, COORDINATION.
- C. The CONTRACTOR shall contact Sunshine State One Call at 1-800-432-4770 at least 2 working days prior to any excavation and make arrangements for locating all utilities in the project area.

3.4 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the CONTRACTOR's operations could cause damage or inconvenience to utilities, telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the CONTRACTOR with the owner of the utility affected.

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870**

- B. Notify all utility offices which are affected by the construction operation at least 2 working days in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The CONTRACTOR shall be solely and directly responsible to the OWNER and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- D. Neither the OWNER nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the Work.
- E. The CONTRACTOR shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the ENGINEER.

PART 4 SAFETY AND CONVENIENCE**4.1 SAFETY AND ACCESS**

- A. The CONTRACTOR shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the ENGINEER.
- B. During construction, the CONTRACTOR shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained, and in a fully operational state at all times.

4.2 ACCIDENT REPORTS

- A. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the ENGINEER.
- B. If a claim is made by anyone against the contractor or any subcontractor on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****4.3 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS**

- A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the work, and the CONTRACTOR shall provide proper facilities for such access and inspection.

4.4 PROTECTION OF PROPERTY

- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least two business days in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 2 hours, unless the CONTRACTOR has made special arrangements with the affected persons.
- B. The CONTRACTOR shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the ENGINEER, and the OWNER.

4.5 FIRE PREVENTION AND PROTECTION

- A. The CONTRACTOR shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The CONTRACTOR shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

4.6 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the OWNER's approval of MOT plan. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access.
- B. The CONTRACTOR shall leave a night emergency telephone number or numbers with the police department, the ENGINEER, and the OWNER, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.
- C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the U.S. Postal Service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

PART 5 PRESERVATION, RESTORATION, AND CLEANUP**5.1 SITE RESTORATION AND CLEANUP**

GENERAL REQUIREMENTS

01001-5

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870**

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the Work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

5.2 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the CONTRACTOR shall be properly cleared of all temporary structures, rubbish, and waste materials. Grassed areas shall be restored as specified.

5.3 HISTORIC PRESERVATION

- A. If the project work should uncover prehistoric or historic artifacts associated with Native American cultures, early colonial cultures, or American settlements, all project activities in the area shall cease immediately.
- B. All such discoveries shall be reported to the Division of Historical Resources. Review and Compliance Section at (800) 847-7278.
- C. Project activities in the affected area cannot resume without authorization from the Division of Historic Resources.

PART 6 PERMITS**6.1 GENERAL**

- A. Permits Obtained by the OWNER May Include the Following:
1. City of Fort Lauderdale Engineering Permit.
 2. Local and County Building permits.
 3. Tree removal and trimming permits.
- B. Permits to be Obtained by the CONTRACTOR Include, But Are Not Limited To The Following:
1. Local, County, and State contracting licenses.
 2. BCDPEP: Dewatering permit, including NPDES permit if required.
- C. The CONTRACTOR shall comply with all applicable permit conditions.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 01025
MEASUREMENT AND PAYMENT****PART 1 GENERAL****1.2 SUBMITTALS**

- A. Informational:
1. Schedule of Values: Submit schedule on OWNER's form.
 2. Application for Payment.
 3. Final Application for Payment.

1.3 SCHEDULE OF VALUES

- A. Prepare a schedule of values for the Work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:
1. Reflect schedule of values format included in conformed Bid Form.
 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
 3. Break down by Divisions 2 through 16 with appropriate subdivision of each Specification.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
- E. Summation of the complete schedule of values representing all the Work shall equal the Contract Price.

1.4 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of CONTRACTOR.
- B. Use detailed Application for Payment Form provided by OWNER.
- C. Include accepted schedule of values for each portion of Work and the unit price breakdown for the Work to be paid on unit price basis, and a listing of OWNER-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
1. Round values to nearest dollar.
 2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.

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3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by OWNER.

1.5 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by CONTRACTOR and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to PCM or OWNER's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by PCM. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.
- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the PCM.

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

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

1.6 PAYMENT

A. General:

1. Progress payments will be made monthly.
2. The date for CONTRACTOR's submission of monthly Application for Payment shall be established at the Preconstruction Conference.

B. Payment for Lump Sum Work covers all Work specified.

1.7 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by OWNER.
6. Material remaining on hand after completion of Work.

1.8 ALLOWANCES

- A. The allowances shall be used only at the discretion of and as ordered by the OWNER for such items as unforeseen conditions, unforeseeable conflicts between existing elements of work and the proposed work, unit price items exceed estimated quantities, and any associated work requested by the OWNER including all labor, materials, and services for modifications or extra work to complete the Project that was anticipated, but not specifically included in this Contract.
- B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the OWNER.

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

MEASUREMENT AND PAYMENT

01025-4

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& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02200
SITE PREPARATION****PART 1 GENERAL****1.1 DEFINITIONS**

- A. Interfering or Objectionable Material: Trash, rubbish, and junk; vegetation and other organic matter, whether alive, dead, or decaying; topsoil.
- B. Clearing: Removal of interfering or objectionable material lying on or protruding above ground surface.
- C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots greater than 2 inches caliper to a depth of 12 inches below subgrade.
- D. Scalping: Removal of sod without removing more than upper 3 inches of topsoil.
- E. Stripping: Removal of topsoil remaining after applicable scalping is completed.
- F. Project Limits: Areas, as specified, within which Work is to be performed.

1.2 SCHEDULING AND SEQUENCING

- A. Prepare site only after adequate erosion and sediment controls are in place. Limit areas exposed uncontrolled to erosion during installation of temporary erosion and sediment controls.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION****3.1 GENERAL**

- A. Clear, grub, and strip areas actually needed for waste disposal, borrow, or site improvements within limits specified.
- B. Property obstructions which are to remain in-place, such as buildings, sewers, drains, water or gas pipes, bridges, etc., are to be carefully protected from damage.
- C. Do not injure or deface vegetation that is not designated for removal. All branches potentially interfering with construction operations shall be pruned prior to starting work and following approval of the ENGINEER and the City of Fort Lauderdale Urban Forester.
- D. Thoroughly inspect the pavement looking for imperfections. Cracks that penetrate the asphalt surface and reach the rock base could be indications of structural problems that you need to be repaired prior to sealing.
- E. Remove the surface oils by washing with an applicable detergent, pressure cleaning, or any other suitable method, then apply STAR Oil-Spot Primer as per manufacturers directions. If the oil spot is so severe as to cause permanent deterioration of the

SITE PREPARATION

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pavement, the area should be saw cut and removed to its original depth, the sides and surface of the hole tacked and filled with a proper hot asphalt mix, or a suitable cold patch mix.

- F. All dirt must be removed from the asphalt pavement. Embedded dirt must be removed by brushing, water pressure cleaning, or mechanical blowing or any combination of the foregoing.
- G. Immediately prior to applying the sealer, clean the pavement surface of all dust, dirt, leaves, water, or any other foreign materials by sweeping and mechanical blowing, making sure that the pavement is completely dried.

3.2 LIMITS

- A. The limits of work are as indicated in the drawings.
- B. Remove rubbish, trash, and junk from entire area within Project limits.

3.3 CLEARING

- A. Clear areas within limits specified.
- B. Fell trees so that they fall away from facilities and vegetation not designated for removal.
- C. Cut stumps not designated for grubbing 12 inches below the ground surface.
- D. Cut off shrubs, brush, weeds, and grasses to within 2 inches of ground surface.

3.4 GRUBBING

- A. Grub areas within limits specified.

3.5 SCALPING

- A. Do not remove sod until after clearing and grubbing is completed and resulting debris is removed.
- B. Scalp areas within limits specified.

3.6 STRIPPING

- A. Do not remove topsoil until after scalping is completed.
- B. Strip areas within limits to minimum depths specified. Do not remove subsoil with topsoil.
- C. Stockpile strippings, meeting requirements of Section 02911, SOIL PREPARATION, for topsoil, separately from other excavated material.

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
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- A. Remove Within Project Limits:
 - 1. Trees designated by ENGINEER.
- B. Cut stumps off and grind to 12" below ground, remove debris, and if disturbed, restore surrounding area to its original condition.

3.8 PRUNING

- A. Remove branches affecting work progress below the following heights:
 - 1. Sixteen feet above roadways and shoulders.
 - 2. Nine feet above sidewalks.
 - 3. Six feet above roofs.
- B. Prune only after planting and in accordance with standard horticultural practice to preserve the natural character of the plant. Perform in presence of the ENGINEER. Remove all dead wood, suckers, and broken or badly bruised branches. Use only clean, sharp tools. Do not cut lead shoot.

3.9 DISPOSAL

- A. Clearing and Grubbing Debris:
 - 1. Woody debris may be chipped. Chips may be sold to CONTRACTOR's benefit or used for landscaping onsite as mulch or uniformly mixed with topsoil, provided that resulting mix will be fertile and not support combustion. Maximum dimensions of chipped material used onsite shall be 1/4-inch by 2 inch. Dispose of chips that are unsaleable or unsuitable for landscaping or other uses with unchipped debris.
 - 2. Limit offsite disposal of clearing and grubbing debris to locations that are approved by federal, state, and local authorities, and that will not be visible from Project.
- B. Scalpings: As specified for clearing and grubbing debris.
- C. Strippings:
 - 1. Dispose of strippings that are unsuitable for topsoil or that exceed quantity required for topsoil offsite or in waste disposal areas approved by ENGINEER.
 - 2. Stockpile topsoil in sufficient quantity to meet Project needs. Dispose of excess strippings as specified for clearing and grubbing.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02050
DEMOLITION****PART 1 - GENERAL****1.1 WORK INCLUDED**

- A. Provide labor, materials, equipment and services to complete the site demolition work, as indicated on the drawings, as specified herein or both.

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies
- B. Building Codes

1.3 JOB CONDITIONS

- A. Protection:
1. Erect barriers, fences, guardrails, enclosures, and shoring to protect personnel, structures, and utilities remaining intact.
 - 2.
 3. Protect designated trees and plants from damages during construction activities.
 - 4.
 5. Protect existing objects and vegetation designated to remain, and, in the event of damage, immediately make all repairs, replacements and dressings to damaged plants necessary to the approval of the Landscape Architect and the City.
- B. Maintaining Traffic:
1. Conduct operations to avoid interference with roads, streets, driveways, sidewalks, and adjacent facilities. Contractor shall maintain access to all properties adjacent to and / or affected by the work, including vehicular, pedestrian, and service movements. Contractor shall submit a Maintenance of Traffic Plan to the City of Fort Lauderdale Engineering Division, and to the Broward County Engineering Division for approval as a requirement for Notice to Proceed.
 2. Provide alternate routes around closed or obstructed traffic ways as required by governing agencies and per the approved M.O.T.
- C. Dust Control:
1. Prevent dust from demolition operations from being a nuisance to adjacent property owners. Methods used for dust control are subject to approval by the Architect prior to use.

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1. Burning will not be permitted
2. No explosives.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.1 INSPECTION**

- A. Verify that structures to be demolished are discontinued in use and ready for removal.
- B. Do not commence work until conditions and requirements of applicable public agencies are complied with.

3.2 PREPARATION**A. Notification:**

1. Notify the Owner in writing at least three full working days prior to commencing demolition.

3.3 CLARIFICATION

- A. The drawings do not purport to show all objects existing on the site.
- B. Before commencing the work, verify with the Landscape Architect objects to be removed and objects to be preserved.

3.4 SCHEDULING

- A. Schedule work with necessary consideration for other activities on the site.
- B. Avoid interference with the use of, and passage to and from, adjacent facilities.

3.5 DISCONNECTION OF UTILITIES

- A. Before commencing site operations, disconnect or arrange for the disconnection of utility services designated to be removed, performing such work in accordance with the requirements of the utility company or agency involved.

3.6 PROTECTION OF EXISTING LANDSCAPE AND IRRIGATION

- A. Protect trees to be relocated and irrigation equipment in place during demolition, as outlined in Section 02481 - Tree Relocation and Protection and as designated on the plans.

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- A. Preserve in operating condition active utilities adjacent to or traversing the site and/or designated to remain.

3.8 DEMOLITION OF SITE STRUCTURES

- A. Demolish site structure or site feature items designated to be removed or which are required to be removed to perform the work.
- B. Demolition of surfaces and objects to be removed and reconstructed shall be performed in such a manner as to achieve clean, straight, and true edges of adjacent surfaces to remain, without damage to the adjacent surface or object.

3.9 OTHER DEMOLITION

- A. Removal of Debris
 - 1. Removal of all debris from the site shall be in accordance with applicable City Codes.

END OF SECTION

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& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02710
LIMEROCK BASE****PART 1 GENERAL****1.1 DEFINITIONS**

- A. Completed Course: Compacted, unyielding, free from irregularities, with smooth, tight, even surface, true to grade, line, and cross section.
- B. Completed Lift: Compacted with uniform surface reasonably true to cross-section.

PART 2 PRODUCTS**2.1 LIMEROCK BASE ROCK**

- A. The material used in limerock base shall be material classified as Miami Oolite Formation.
- B. The minimum of carbonates of calcium and magnesium in the limerock shall be 70 percent. The maximum percentage of water-sensitive clay material shall be 3.
- C. Limerock material shall be uniform in color and not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantities as to be detrimental to the proper bonding, finishing, or strength of the limerock base.
- D. The limerock base shall be uniformly graded from coarse to fine with 97 percent passing a 3-1/2-inch sieve, 80 percent passing a 2-inch sieve. The fine material shall consist entirely of dust of fracture. All crushing or breaking up, which might be necessary in order to meet such size requirements, shall be done before the material is placed on the road.
- E. Physical Qualities:
 - 1. Liquid Limit, AASHTO T89: Maximum 35 percent.
 - 2. Nonplastic.
 - 3. Limerock material shall have an average limerock bearing ratio (LBR) value of not less than 100.

2.2 SOURCE QUALITY CONTROL

- A. CONTRACTOR: Perform tests necessary to locate acceptable source of materials meeting specified requirements.
- B. Final approval of aggregate material will be based on materials' test results on installed materials.
- C. Should separation of coarse from fine materials occur during processing or stockpiling, immediately change methods of handling materials to correct uniformity in grading.

LIMEROCK BASE

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& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****PART 3 EXECUTION****3.1 SUBGRADE PREPARATION**

- A. As specified in Section 02319, SUBGRADE PREPARATION.
- B. Do not place base materials on soft, muddy subgrade.

3.2 HAULING AND SPREADING**A. Hauling Materials:**

- 1. The limerock shall be transported to the point where it is to be used and dumped on the end of the preceding spread.
- 2. Do not haul over surfacing in process of construction.
- 3. Loads: Of uniform capacity.
- 4. Maintain consistent gradation of material delivered; loads of widely varying gradations will be cause for rejection.

B. Spreading Materials:

- 1. Distribute material to provide required density, depth, grade and dimensions with allowance for subsequent lifts.
- 2. Produce even distribution of material upon roadway without segregation.
- 3. Should segregation of coarse from fine materials occur during placing, immediately change methods of handling materials to correct uniformity in grading.

3.3 CONSTRUCTION OF COURSES

- A. General: Complete each lift in advance of laying succeeding lift to provide required results and adequate inspection.

B. Limerock Base:

- 1. Maximum Completed Lift Thickness: 6 inches or equal thickness.
- 2. Completed Course Total Thickness: As shown.
- 3. Spread lift on preceding course to required cross-section.
- 4. Lightly blade and roll surface until thoroughly compacted.
- 5. Blade or broom surface to maintain true line, grade, and cross-section.

C. Gravel Surfacing:

- 1. Maximum Completed Lift Thickness: 6 inches or equal thickness.
- 2. Completed Course Total Thickness: As shown.
- 3. Spread on preceding course in accordance with cross-section shown.
- 4. Blade lightly and roll surface until material is thoroughly compacted.

3.4 ROLLING AND COMPACTION

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- A. Commence compaction of each layer of base after spreading operations and continue until density of 98 percent of maximum density has been achieved as determined by AASHTO T 180.
- B. Roll each course of surfacing until material shall not creep under roller before succeeding course of surfacing material is applied.
- C. Commence rolling at outer edges of surfacing and continue toward center; do not roll center of road first.
- D. When the material does not have the proper moisture content to ensure the required density, wet or dry, as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate as a unit, the entire width and depth of the course that is being compacted.
- E. Place and compact each lift to required density before succeeding lift is placed.
- F. Bind up preceding course before placing leveling course. Remove floating or loose stone from surface.
- G. Blade or otherwise work surfacing as necessary to maintain grade and cross-section at all times, and to keep surface smooth and thoroughly compacted.
- H. Surface Defects: Remedy surface defects by loosening and rerolling. Reroll entire area, including surrounding surface, until thoroughly compacted.
 - 1. Finished Surface: True to grade and crown before proceeding with surfacing.

3.5 SURFACE TOLERANCES

- A. Finished Surface of Base Course and Leveling Course: Within plus or minus 0.04-foot of grade shown at any individual point.
- B. Compacted Surface of Leveling Course: Within 0.04-foot from lower edge of 10-foot straightedge placed on finished surface, parallel to centerline.
- C. Overall Average: Within plus or minus 0.01-foot from crown and grade specified.

3.6 DRIVEWAY RESURFACING

- A. Replace gravel surfacing on driveways which were gravel surfaced prior to construction.
- B. Provide compacted gravel surfacing to depth equal to original, but not less than 4 inches.
- C. Leave each driveway in as good or better condition as it was before start of construction.

3.7 FIELD QUALITY CONTROL

- A. In-Place Density Tests:

LIMEROCK BASE

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1. Construct base course so areas shall be ready for testing.
2. Allow reasonable length of time for ENGINEER to perform tests and obtain results during normal working hours.

3.8 CLEANING

- A. Remove excess material; clean stockpile areas of aggregate.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
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PAVEMENT MARKING****PART 1 GENERAL****1.1 STANDARD SPECIFICATIONS**

- A. When referenced in this section, shall mean Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition.

1.2 DELIVER, STORAGE, AND PROTECTION

- A. Packaging and Labeling: All coatings and traffic marking materials shall be shipped in strong containers plainly marked with the weight in pounds per gallon, the volume of coatings and traffic marking materials content in gallons, the color, user information, date of manufacture, LOT, batch and DOT code number. Each batch manufactured shall have a unique number. A true statement of the percentage composition of the pigment, the proportion of pigment to vehicle, and the name and address of the manufacturer, also shall be shown. The label shall warn the user of any special handling or precautions of the material, as recommended by the manufacturer. Any package not so marked will not be accepted for use under these Specifications.
- B. Storage: Any coatings and traffic marking materials which, although inspected and approved at the point of manufacture, hardens or livers in the containers so that it cannot be readily broken up with a paddle to a smooth, uniform painting consistency, will be rejected. All materials shall have a container storage life of one year from date of manufacture. Any coatings and traffic marking materials not acceptable for proper application will be rejected, even though it conforms to these Specifications in all other respects.

PART 2 PRODUCTS**2.1 PAINT**

- A. Color: White, yellow, or blue traffic paint meeting the requirements of Section 971 of the Standard Specifications.
- B. Homogeneous, easily stirred to smooth consistency, with no hard settlement or other objectionable characteristics during a storage period of 6 months.

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- A. White, yellow, or blue thermoplastic striping material meeting the requirements of Section 971-17 of the Standard Specifications.

2.3 RAISED REFLECTIVE MARKERS (NOT USED)**2.4 GLASS SPHERES (NOT USED)****PART 3 EXECUTION****3.1 SURFACE PREPARATION****A. Cleaning:**

1. Thoroughly clean surfaces to be marked before application of pavement marking material.
2. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water or a combination of these methods.
3. Completely remove rubber deposits, surface laitance, existing paint markings, and other coatings adhering to pavement with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion.
4. Scrub areas of old pavement affected with oil or grease with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application.
5. Surfaces shall be completely free of dry dirt and ice, and dry of water at the time of application of any of the materials specified herein.
6. Oil-Soaked Areas: After cleaning, seal with cut shellac to prevent bleeding through the new paint.
7. Reclean surfaces when Work has been stopped due to rain.
8. Existing Pavement Markings:
 - a. Remove existing pavement markings that may interfere or conflict with newly applied marking patterns, or that may result in a misleading or confusing traffic pattern.
 - b. Do not apply thermoplastic markings over existing preformed or thermoplastic markings.
 - c. Perform grinding, scraping, sandblasting or other operations so finished pavement surface is not damaged.

B. Pretreatment for Early Painting

1. Where early painting is required on rigid pavements, pretreat with an aqueous solution containing 3 percent phosphoric acid and 2 percent zinc chloride.

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1. Allow a minimum cure time of 30 days before cleaning and marking.
2. Clean by either sandblasting or water blasting to the following results:
 - a. No visible evidence of curing compound on peaks of textured concrete surface.
 - b. No heavy puddled deposits of curing compound in valleys of textured concrete surface.
 - c. Remaining curing compound is intact, with loose and flaking material completely removed.
 - d. Peaks of textured pavement surface are rounded in profile and free of sharp edges and irregularities.
3. Allow a minimum drying time of 24 hours after water blasting before applying thermoplastic markings.

3.2 ALIGNMENT FOR MARKINGS

- A. The CONTRACTOR shall be responsible for all measurements, reference points and marks, string lining, and any other steps required in establishing pavement marking locations and alignment. On tangents and on curves up to 1 degree, the alignment of the marking shall not deviate from the string line by more than 1 inch. On curves exceeding 1 degree, the maximum permissible deviation shall be 2 inches. All alignment width and location shall conform to the details shown on the Drawings.

3.3 PAINT APPLICATION**A. General:**

1. Thoroughly mix pigment and vehicle together prior to application, and keep thoroughly agitated during application.
2. Do not add thinner.
3. Apply only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Maintain paint temperature within these same limits.
4. Apply only when surface is dry.
5. Do not apply when conditions are windy to the point of causing overspray or fuzzy line edges.
6. New Asphalt Pavement: Allow a minimum pavement cure time as recommended by the manufacturer before applying paint.
7. Provide guide lines and templates to control paint application.
8. Take special precautions in marking numbers, letters, and symbols.
9. Sharply outline edges of markings and apply without running or spattering.

B. Rate of Application:

1. Reflective Markings:
 - a. Paint: Apply evenly, 105 plus or minus 5 square feet per gallon.
 - b. Glass Beads: Apply uniformly, 6 plus or minus 0.5 pounds of glass spheres per gallon of paint.
2. Nonreflective Markings: Apply paint evenly to pavement surface at a rate of 105 plus or minus 5 square feet per gallon.
3. On new pavement or new asphalt surface treatments, apply two coats of paint at a uniform rate of 210 square feet per gallon.

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- C. Drying:
 - 1. Provide maximum drying time to prevent undue softening of bitumen and pickup, displacement, or discoloration by traffic.
- D. If drying is abnormally slow, discontinue painting operations until cause is determined and corrected.

3.4 THERMOPLASTIC MARKING APPLICATION

- A. Following specified surface preparation, prime and apply marking as shown on Drawings.
- B. The material shall be applied to the pavement by the extrusion method only, wherein one side of extrusion shaping die is the pavement and the other sides are formed by suitable equipment for heating and controlling the flow of the material.
- C. Application Temperatures:
 - 1. Pavement Surface: Minimum 40 degrees F and rising.
 - 2. Thermoplastic: Minimum 375 degrees F, maximum 425 degrees F.
- D. Primer:
 - 1. On portland cement concrete and existing asphalt pavements, apply epoxy resin primer/sealer according to the thermoplastic manufacturer's recommendations.
 - 2. All primer/sealer to dry prior to applying thermoplastic.
- E. Thermoplastic Marking:
 - 1. Extrude in a molten state, free of dirt or tint, at a minimum thickness of 0.90 inch for lane lines and 0.125 inch; maximum thickness of 0.190 inch.
 - 2. Apply centerline, skipline, edgeline, and other longitudinal type markings with a mobile applicator.
 - 3. Apply special markings, crosswalks, stop bars, legends, arrows, and similar patterns with a portable, extrusion-type applicator.
- F. Cool completed marking to ambient temperature prior to allowing vehicular traffic.

3.5 INSTALLATION OF RAISED REFLECTIVE MARKERS (NOT USED)**3.6 GLASS BEAD APPLICATION (NOT USED)****3.7 PROTECTION**

- A. The CONTRACTOR shall erect adequate warning signs and/or provide sufficient number of flagmen, and take all necessary precautions for the protection of the materials and safety of the public.
- B. Protect surfaces from disfiguration by paint spatters, splashes, spills, or drips.

3.8 CLEANUP

PAVEMENT MARKING

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- A. Remove material spatters, splashes, spills, or drips from Work and staging areas and areas outside of the immediate Work area where spills occur.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
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CONCRETE CURBS AND SIDEWALKS****PART 1 GENERAL (NOT USED)****PART 2 PRODUCTS****2.1 EXPANSION JOINT FILLER**

- A. 1/2-inch thick, preformed asphalt-impregnated, expansion joint material meeting AASHTO M153 Type I, II, or III, or AASHTO M213, or cellulose fiber types meeting the requirements of AASHTO M213, except the asphalt content is acceptable provided they contain minimum of 0.2 percent copper pentachlorophenate as a preservative and 1 percent water proofing wax.

2.2 CONCRETE

- A. Ready-mixed meeting ASTM C94, Option A, with compressive strength of 3,000 psi at 28 days.
- B. Maximum Aggregate Size: 1-1/2 inch.
- C. Slump: 2 to 4 inches.

2.3 CURING COMPOUND

- A. Liquid membrane-forming, clear or translucent, suitable for spray application and meeting ASTM C309, Type 1.

PART 3 EXECUTION**3.1 FORMWORK**

- A. Lumber Materials:
- 2-inch dressed dimension lumber, or metal of equal strength, straight, free from defects that would impair appearance or structural quality of completed curb and sidewalk.
 - 1-inch dressed lumber or plywood may be used where short-radius forms are required.
- B. Metals: Steel in new undamaged condition.
- C. Setting Forms:
- Construct forms to shape, lines, grades, and dimensions.
 - Stake securely in place.
- D. Bracing:
- Brace forms to prevent change of shape or movement resulting from placement.
 - Construct short-radius curved forms to exact radius.

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& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****E. Tolerances:**

1. Do not vary tops of forms from gradeline more than 1/8 inch when checked with 10-foot straightedge.
2. Do not vary alignment of straight sections more than 1/8 inch in 10 feet.

3.2 PLACING CONCRETE

- A. Excavate to the required depth, place and compact limerock base rock as specified in Section 02710, LIMEROCK BASE. Compact directly under the area and 1 foot beyond each side of the sidewalk and curb.
- B. Prior to placing concrete, remove water from excavation and debris and foreign material from forms.
- C. Place concrete as soon as possible, and within 1-1/2 hours after adding cement to mix without segregation or loss of ingredients, and without splashing.
- D. Place, process, finish, and cure concrete in accordance with applicable requirements of ACI 304, and this section. Wherever requirements differ, the more stringent shall govern.
- E. To compact, vibrate until concrete becomes uniformly plastic.
- F. All edges shall be smooth and rounded.

3.3 CURB CONSTRUCTION

- A. Construct ramps at pedestrian crossings.
- B. Expansion Joints: Place at maximum 20-foot intervals and at the beginning and end of curved portions of curb, and at connections to existing curbs. Install expansion joint filler at each joint.
- C. Curb Facing: Do not allow horizontal joints within 7 inches from top of curb.
- D. Contraction Joints:
 1. Maximum 10-foot intervals in curb.
 2. Provide open joint type by inserting thin, oiled steel sheet vertically in fresh concrete to force coarse aggregate away from joint.
 3. Insert steel sheet to full depth of curb.
 4. Remove steel sheet with sawing motion after initial set has occurred in concrete and prior to removing front curb form.
 5. Finish top of curb with steel trowel and finish edges with steel edging tool.
- E. Front Face:
 1. Remove front form and finish exposed surfaces when concrete has set sufficiently to support its own weight.
 2. Finish formed face by rubbing with burlap sack or similar device to produce uniformly textured surface, free of form marks, honeycomb, and other defects.
 3. Remove and replace *defective* concrete.

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4. Apply curing compound to exposed surfaces of curb upon completion of finishing.
 5. Continue curing for minimum of 5 days.
- F. Backfill curb with earth upon completion of curing period, but not before 7 days has elapsed since placing concrete.
1. Backfill shall be free from rocks 2 inches and larger and other foreign material.
 2. Compact backfill firmly.

3.4 SIDEWALK AND RAMP CONSTRUCTION

- A. Thickness:
1. 4 inches in walk areas.
 2. 6 inches in driveway and commercial areas.
- B. Connection to Existing Sidewalk:
1. Remove old concrete back to an existing contraction joint.
 2. Clean the surface.
 3. Apply a neat cement paste immediately prior to placing new sidewalk.
- C. Curb Ramps
1. Curb ramps shall be constructed per FDOT Roadway and Traffic Design Standards and Specification
 2. Curb ramps shall be installed at location indicated on the drawings
- D. Expansion Joints: Place at maximum 20-foot intervals, at adjacent curb expansion joint, where sidewalk ends at curb, and around posts, poles, or other objects penetrating sidewalk. Install expansion joint filler at each joint.
- E. Contraction Joints:
1. Provide transversely to walks at locations opposite contraction joints in curb.
 2. Dimensions: 3/16-inch by 1-inch weakened plane joints.
 3. Construct straight and at right angles to surface of walk.
- F. Finish:
1. Broom surface with fine-hair broom at right angles to length of walk and tool at edges, joints, and markings.
 2. Ensure that the surface variations are not more than 1/4 inch under a 10-foot straightedge, or more than 1/8 inch on a 5-foot transverse section.
 3. Mark walks transversely at 5-foot intervals, or in pattern shown on Drawings, with jointing tool; finish edges with rounded steel edging tool.
 4. Apply curing compound to exposed surfaces upon completion of finishing.
 5. Protect sidewalk from damage and allow to cure for at least 7 days.
 6. Vanguard system of detectable surface shall be place on new concrete only as shown on the plans.
 7. Armor Tile system of detectable surface shall be installed on existing concrete surfaces as shown on the drawings.

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END OF SECTION

CONCRETE CURBS AND SIDEWALKS

02771-4

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02772
ASPHALT CONCRETE PAVEMENT****PART 1 GENERAL****1.1 STANDARD SPECIFICATIONS**

- A. When referenced in this Section shall mean Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition.

1.2 QUALITY ASSURANCE

- A. Qualifications:
1. Independent Testing Laboratory: In accordance with ASTM E329.
 2. Asphalt concrete mix formula shall be prepared by an approved certified independent laboratory under the supervision of a certified asphalt technician.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Temperature: Do not apply asphalt materials or place asphalt mixes when ground temperature is lower than 10 degrees C (50 degrees F), or air temperature is lower than 4 degrees C (40 degrees F). Measure ground and air temperature in shaded areas away from heat sources or wet surfaces.
- B. Moisture: Do not apply asphalt materials or place asphalt mixes when application surface is wet.

PART 2 PRODUCTS**2.1 MATERIALS**

- A. Prime Coat: Cut-back asphalt, Grades RC-70 or RC-250 meeting the requirements of Section 916-2 of the Standard Specifications.
- B. Tack Coat: Emulsified asphalt, Grade RS-2, SS-1, or SS-1H meeting the requirements of Section 916-4 of the Standard Specifications. The bituminous material shall be heated to a suitable consistency as directed by the ENGINEER.
- C. Sand (Blotter Material): Clean, dry, with 100 percent passing a 4.75 mm (No. 4) sieve, and a maximum of 10 percent passing a 75 mm (No. 200) sieve.

2.2 ASPHALT CONCRETE MIX

- A. General:
1. Mix formula shall not be modified except with the written approval of ENGINEER.
 2. Source Changes:
 - a. Should material source(s) change, establish a new asphalt concrete mix formula before the new material(s) is used.

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- b. Perform check tests of properties of the plant-mix bituminous materials on the first day of production and as requested by ENGINEER to confirm that properties are in compliance with design criteria.
 - c. Make adjustments in gradation or asphalt content as necessary to meet design criteria.
- B. Asphalt Concrete: Type S-III or SP-9.5 (coarse) meeting the requirements in Section 334 of the Standard Specifications.
- C. Composition: Hot-plant mix of aggregate, mineral filler, and paving grade asphalt cement. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the grading requirements of the mix formula.
- D. Aggregate:
- 1. The aggregate shall meet the requirements in Section 334 of the Standard Specifications.
 - a. Mineral Filler shall meet the requirements of Section 917 of the Standard Specifications
- E. Asphalt Cement: Paving Grade AC-30 meeting the requirements of Section 916 of the Standard Specifications.

PART 3 EXECUTION**3.1 GENERAL**

- A. Traffic Control: Minimize inconvenience to traffic, but keep vehicles off freshly treated or paved surfaces to avoid pickup and tracking of asphalt.
- B. Driveways: Repave driveways from which pavement was removed. Leave driveways in as good or better condition than before start of construction.

3.2 LINE AND GRADE

- A. Provide and maintain intermediate control of line and grade, independent of the underlying base to meet finish surface grades and minimum thickness.
- B. Shoulders: Construct to line, grade, and cross-section shown.

3.3 PREPARATION

- A. Prepare subgrade as specified in Section 02319, SUBGRADE PREPARATION.
- B. Existing Roadway:
 - 1. Modify profile by grinding, milling, or overlay methods as approved, to provide meet lines and surfaces and to produce a smooth riding connection to existing facility.
 - 2. Resurface entire roadway following adjustment of base and asphalt grades.
 - 3. Paint edges of meet line with tack coat prior to placing new pavement.

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- C. Thoroughly coat edges of contact surfaces (curbs, manhole frames) with emulsified asphalt or asphalt cement prior to laying new pavement. Prevent staining of adjacent surfaces.

3.4 PAVEMENT OVERLAY**A. Preparation:**

1. Remove fatty asphalt, grease drippings, dust, and other deleterious matter.
2. Surface Depressions: Fill with asphalt concrete mix, and thoroughly compact.
3. Damaged Areas: Remove broken or deteriorated asphalt concrete and patch as specified in Article PATCHING.
4. Portland Cement Concrete Joints: Remove joint filler to minimum 1/2 inch below surface.

B. Application:

1. Tack Coat: As specified in this Section.
2. Place and compact asphalt concrete as specified in Article PAVEMENT APPLICATION.
3. Place first layer to include widening of pavement and leveling of irregularities in the surface of the existing pavement.
4. When leveling irregular surfaces and raising low areas, the actual compacted thickness of any one lift shall not exceed 2 inches.
5. The actual compacted thickness of intermittent areas of 120 square yards or less may exceed 2 inches, but not 4 inches.
6. Final wearing layer shall be of uniform thickness, and meet grade and cross-section as shown.

3.5 PATCHING**A. Preparation:**

1. Remove damaged, broken, or unsound asphalt concrete adjacent to patches. Trim to straight lines exposing smooth, sound, vertical edges.
2. Prepare patch subgrade as specified in Section 02319, SUBGRADE PREPARATION.

B. Application:

1. Patch Thickness: 3 inches or thickness of adjacent asphalt concrete, whichever is greater.
2. Place asphalt concrete mix across full width of patch in layers of equal thickness.
3. Spread and grade asphalt concrete with hand tools or mechanical spreader, depending on size of area to be patched.

C. Compaction:

1. Roll patches with power rollers capable of providing compression of 200 to 300 pounds per linear inch. Use hand tampers where rolling is impractical.

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2. Begin rolling top course at edges of patches, lapping adjacent asphalt surface at least 1/2 the roller width. Progress toward center of patch overlapping each preceding track by at least 1/2 the width of roller.
3. Make sufficient passes over entire area to remove roller marks and to produce desired finished surface.

D. Tolerances:

1. Finished surface shall be flush with and match grade, slope, and crown of adjacent surface.
2. Tolerance: Surface smoothness shall not deviate more than plus 1/4 inch or minus 0 when a straightedge is laid across patched area between edges of new pavement and surface of old surfacing.

3.6 FIELD QUALITY CONTROL

A. General: Provide services of an approved certified independent testing laboratory to conduct tests.

B. Field Density Tests:

1. Perform tests from cores or sawed samples.
2. Measure with properly operating and calibrated nuclear density gauge.
3. Maximum Density: In accordance with ASTM D2041, using a sample of mix taken prior to compaction from the same location as the density test sample.

C. Testing Frequency:

1. Quality Control Tests:
 - a. Asphalt Content, Aggregate Gradation: Once per every 500 tons of mix or once every 4 hours, whichever is greater.
 - b. Mix Design Properties, Measured Maximum (Rice's) Specific Gravity: Once every 1,000 tons or once every 8 hours, whichever is greater.
2. Density Tests: Once every 500 tons of mix or once every 4 hours, whichever is greater.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02773
SEALCOATING****PART 1 GENERAL****1.1 WORK INCLUDED**

- A. Provide labor, material, equipment, and services to complete the Sealcoating work, as indicated on the drawings, as specified herein or both.
- B. Including but not limited to the following:
 - 1. Repair and/or replace all damaged asphalt areas indicating oil penetration, required to obtain suitable base prior to cleaning, preparation, and application of two (2) coats of Sealer to the entire parking areas. A third coat shall be applied to all heavy-traffic areas, entrance-ways, and intersections.

1.2 RELATED WORK

- A. Section 02200 – Site Preparation
- B. Section 02319 – Subgrade Preparation
- C. Section 02710 – Limerock Base
- D. Section 02761 – Pavement Markings

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Temperature: Do not apply sealcoat materials when ground temperature is lower than 50 degrees F. , or air temperature is lower than 40 degrees F). Measure temperature in shaded areas away from heat sources or wet surfaces.
- B. Moisture: Do not apply sealcoat materials when application surface is wet.

PART 2 PRODUCTS**2.1 MATERIALS**

- A. The Sealcoating/Sealer Material supplied by the Contractor shall consist of Coal-Tar Emulsion containing not more than 50% solids, and conforming to (ASTM) D-5727-00 Specifications, as manufactured by STAR-SEAL of Florida Inc., or equivalent. The material shall be capable of application and complete coverage, by squeegee, brush, or spray, to the bituminous surface at a spreading rate of 2.0 gallons per 10 square yards in a Two Coat Application.
- B. A Polymeric Latex Additive shall be added to the Sealer. STAR Macroflex as manufactured by STAR-SEAL of Florida Inc., or equivalent, should be used. This

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additive is a Must: Its' purpose is to keep the Sealer, Water, and Sand suspended evenly. A ration of 2 - 4% of the additive is required.

- C. Sand shall be clean, air dried, hard and irregular Silica Sand. Standard Sand #60/45 will be added to the Sealer at the ratio of 2-4 lbs./Gallon.
- D. Water shall be clean, not supplied from lakes or wells, within a temperature range of 50 - 80F and a 20 - 40% cut is recommended for STAR-SEAL.
- E. STAR Oil-SPOT Primer, as manufactured by STAR-SEAL of Florida Inc., or equivalent will be utilized to address any oil spots as specified.

2.2 SEALCOAT MIX**A. General:**

- 1. Mix formula shall not be modified except with the written approval of ENGINEER.

B. STAR-SEAL Mix Design in order of composition:

- a. STAR-SEAL Coal Tar Emulsion - 100 Gallons
- b. Water - 40 Gallons
- c. Macroflex - 3 Gallons
- d. Sand - 400 Pounds

2.3 EQUIPMENT

- A. All tools and equipment necessary to perform the contract in accordance with the specified terms and conditions, shall be provided by the Contractor.
- B. Agitating Tanks shall assure homogenous mixing of the emulsion and required additives and to maintain complete suspension of Silica Sand until the emulsion system is applied to the pavement.
- C. Spray distributors shall have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives.
- D. Conventional riding squeegees application equipment shall have two or more rubber squeegees and a following drag broom assembly to assure an even distribution of the Coal-Tar Sealer. An adequate agitator must be Incorporated in the device's holding tank to assure a homogeneous mix.

PART 3 EXECUTION**3.1 GENERAL**

SEALCOATING

02773-2

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- A. Traffic Control: Minimize inconvenience to traffic, but keep vehicles off freshly treated or paved surfaces to avoid pickup and tracking of asphalt.
- B. Driveways: Repave driveways from which pavement was removed. Leave driveways in as good or better condition than before start of construction.

3.2 PREPARATION

- A. Prepare subgrade as specified in Section 02319, SUBGRADE PREPARATION.
- B. Prepare surface as specified in Section 02200, SITE PREPARATION.

3.3 APPLICATION

- A. Coat the pavement edges first by pouring a continuous ribbon of the sealant mixture 6 to 12 inches away from the curbing and etc. and the spread carefully with a brush applicator around the car-stops. Application can be by hand or machine. If by hand, a rubber squeegee should be used for the slurry coat and a brush should be used for the finish coat. The uses of a mechanical, self propelled squeegee or hand spraying are both appropriate methods. Either method requires the applicator to deposit .12 gallons of Star-Seal per square yard for 1st coat and .06 gallons of STAR-SEAL per square yard for each succeeding coat. The coating shall be complete and free of pin-holes and voids. The finished surface shall present a uniform texture. Temperatures must be above 50 F with sunshine.
- B. Durability of the sealed surface is most dependent on the drying time between coats. A minimum 6 hours is recommended between coats and 24 hours between final coat and allowing traffic on the surface.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02847
TRAFFIC SIGNS****PART 1 GENERAL****1.1 SYSTEM DESCRIPTION**

- A. Provision of various traffic signs throughout site to ensure safe vehicular and pedestrian traffic.

1.2 QUALITY ASSURANCE

- A. Traffic regulating signs: Conform to the color, dimension and requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1).
- B. Signage and pavement markings: Conform to FDOT and City of Fort Lauderdale Traffic Engineering Department Requirements.
- C. Americans With Disabilities Act (ADA): Provide conforming pavement markings and signage.

PART 2 PRODUCT AND MATERIAL**2.1 PRODUCTS AND MATERIALS**

- A. Sign panels: Aluminum Association Alloy 6061-T6, .080 gauge, unless otherwise specified.
- B. Support members: Aluminum Association Alloy 6061-T6.
- C. Bolts: Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inch thick minimum and chromate sealed.
- D. Lockwashers: Aluminum Association Alloy 7075-T6 with an anodic coating 0.0002-inch thick minimum and chromate sealed.
- E. Nuts: Aluminum Association Alloy 6262-T9.
- F. Concrete: 3000 psi at 28 days.
- G. Reflective sheeting: FDOT Type A.

PART 3 FABRICATION

- 3.1 Prepare sign blanks and fabricate reflectorized sign faces to conform to the applicable requirements of FDOT Standard Specifications for Road and Bridge Construction, 1987, Sections 7004 and 700-5.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02911
SOIL PREPARATION****PART 1 GENERAL****1.1 SEQUENCING AND SCHEDULING**

- A. Rough grade areas to be planted or seeded prior to performing Work specified under this Section.

PART 2 PRODUCTS**2.1 TOPSOIL**

- A. General: Uniform mixture of 50 percent sand and 50 percent muck in a loose friable condition, free from objects larger than 1-1/2 inches maximum dimension, and free of subsoil, roots, grass, other foreign matter, hazardous or toxic substances, and deleterious material that may be harmful to plant growth or may hinder grading, planting, or maintenance.
- B. Textural Amendments: Amend as necessary to conform to required composition.
- C. Source: Import topsoil if onsite material fails to meet specified requirements or is insufficient in quantity.

2.2 SOURCE QUALITY CONTROL

- A. Topsoil Analysis/Testing: Performed by county or state soil testing service or approved certified independent testing laboratory.
- B. Should soil tests prove the topsoil to alkaline or above the accepted minimum for salt content, the topsoil shall be removed and replaced by acceptable material at CONTRACTOR's expense.

PART 3 EXECUTION**3.1 SUBGRADE PREPARATION**

- A. The subgrade shall be 4 inches lower than finished grade with 2 inches of topsoil added to sod areas.
- B. Scarify subgrade to minimum depth of 6 inches where topsoil is to be placed.
- C. Remove stones over 2-1/2 inches in any dimension, sticks, roots, rubbish, and other extraneous material.
- D. Limit preparation to areas which will receive topsoil within 2 days after preparation.

3.2 TOPSOIL PLACEMENT

SOIL PREPARATION

02911-1

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- A. Topsoil Thickness:
 - 1. Sodded Areas: 2 inches.
 - 2. Planting Beds: 6 inches.
- B. Do not place topsoil when subsoil or topsoil is excessively wet or otherwise detrimental to the Work.
- C. Mix soil amendments with topsoil before placement or spread on topsoil surface and mix thoroughly into entire depth of topsoil before planting or seeding.
- D. Uniformly distribute to within 1/2-inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade.
- E. Remove stones exceeding 1-1/2 inches, roots, sticks, debris, and foreign matter during and after topsoil placement.
- F. Remove surplus subsoil and topsoil from site. Grade stockpile area as necessary and place in condition acceptable for planting or seeding.

END OF SECTION

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****SECTION 02920
SODDING****PART 1 GENERAL****1.1 DEFINITIONS**

- A. Maintenance Period: Begin maintenance immediately after each area is planted (sod) and continue for a period of 8 weeks after all planting under this Section is completed.
- B. Satisfactory Stand:
 - 1. Grass or Section of Grass that has:
 - a. No bare spots larger than 3 square feet.
 - b. Not more than 10 percent of total area with bare spots larger than 1 square foot.
 - c. Not more than 15 percent of total area with bare spots larger than 6 square inches.

1.2 DELIVERY, STORAGE, AND PROTECTION

- A. Sod:
 - 1. Do not harvest if sod is excessively dry or wet to the extent survival may be adversely affected.
 - 2. Harvest and deliver sod only after laying bed is prepared for sodding.
 - 3. Roll or stack to prevent yellowing.
 - 4. Deliver and lay within 24 hours of harvesting.
 - 5. Keep moist and covered to protect from drying from time of harvesting until laid.

1.3 WEATHER RESTRICTIONS

- A. Perform Work under favorable weather and soil moisture conditions as determined by accepted local practice.

1.4 SEQUENCING AND SCHEDULING

- A. Prepare topsoil as specified in Section 02911, SOIL PREPARATION, before starting Work of this Section.
- B. Complete Work under this Section within 10 days following completion of soil preparation.
- C. Notify ENGINEER at Least 3 Days in Advance of:
 - 1. Each material delivery.
 - 2. Start of planting activity.
- D. Planting Season: Those times of year that are normal for such Work as determined by accepted local practice.

1.5 MAINTENANCE SERVICE

SODDING

02920-1

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- A. **CONTRACTOR:** Perform maintenance operations during maintenance period to include:
1. Watering: Keep surface moist.
 2. Washouts: Repair by filling with topsoil, and replace sodded areas.
 3. Mowing: Mow to 2 inches after grass height reaches 3 inches, and mow to maintain grass height from exceeding 3 1/2 inches.
 4. Resod unsatisfactory areas or portions thereof immediately at the end of the maintenance period if a satisfactory stand has not been produced, at which time maintenance period shall recommence.
 5. Resod during next planting season if scheduled end of maintenance period falls after September 15.

PART 2 PRODUCTS**2.1 FERTILIZER**

- A. Commercial, uniform in composition, free-flowing, suitable for application with equipment designed for that purpose. Minimum percentage of plant food by weight.
- B. Mix:
1. Nitrogen: Sixteen.
 2. Phosphoric Acid: Four.
 3. Potash: Eight.

2.2 SOD

- A. Unless a particular type of sod is called for, sod may be of either St. Augustine Floritam or Bahia grass, at the CONTRACTOR's option.
1. Use Bahia grass where no irrigation system exists.
 2. Use St. Augustine Floritam where an irrigation system is in use.
- B. Strongly rooted pads, capable of supporting own weight and retaining size and shape when suspended vertically from a firm grasp on upper 10 percent of pad.
1. Grass Height: Normal.
 2. Strip Size: Supplier's standard, commercial size rectangles.
 3. Soil Thickness: Uniform; 1-inch plus or minus 1/4-inch at time of cutting.
 4. Age: Not less than 10 months or more than 30 months.
 5. Condition: Healthy, green, moist; free of diseases, nematodes and insects, and of undesirable grassy and broadleaf weeds. Yellow sod, or broken pads, or torn or uneven ends will not be accepted
 6. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable within a period of 3 months from installation.

PART 3 EXECUTION

SODDING

02920-2

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS****PROJECT # 11870****3.1 PREPARATION**

- A. Grade Areas to Smooth, Even Surface with Loose, Uniformly Fine Texture:
 - 1. Roll and rake, remove ridges, fill depressions to meet finish grades.
 - 2. Limit such Work to areas to be planted within immediate future.
 - 3. Remove debris, and stones larger than 1 1/2 inches diameter, and other objects that may interfere with planting and maintenance operations.
- B. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface to dry off before seeding. Do not create muddy soil.
- C. Restore prepared areas to specified condition if eroded or otherwise disturbed after preparation and before planting.
- D. Limit preparation to those areas that can be sodded within 72 hours after preparation.

3.2 FERTILIZER

- A. Apply evenly over area in accordance with manufacturer's instructions. Mix into top 2 inches of top soil.
- B. Application Rate: 20 pounds per 1,000 square feet (1,000 pounds per acre).

3.3 SODDING

- A. Do not plant dormant sod, or when soil conditions are unsuitable for proper results.
- B. Pre-wet the area prior to placing sod. Lay sod to form solid mass with tightly fitted joints; butt ends and sides, do not overlap:
 - 1. Stagger strips to offset joints in adjacent courses.
 - 2. Work from boards to avoid damage to subgrade or sod.
 - 3. Tamp or roll lightly to ensure contact with subgrade; work sifted soil into minor cracks between pieces of sod, remove excess to avoid smothering adjacent grass.
 - 4. Complete sod surface true to finished grade, even, and firm.
- C. Fasten sod on slopes to prevent slippage with wooden pins 6 inches long driven through sod into subgrade, until flush with top of sod. Install at sufficiently close intervals to securely hold sod.
- D. Water sod with fine spray immediately after planting. During first month, water daily or as required to maintain moist soil to depth of 4 inches.

3.4 FIELD QUALITY CONTROL

- A. Eight weeks after sodding is complete and on written notice from CONTRACTOR, ENGINEER will, within 15 days of receipt, determine if the sod has been satisfactorily established.
- B. If the sod is not satisfactorily established, CONTRACTOR shall replace the sod and repeat the requirements of this Section.

SODDING

02920-3

**ANNUAL CONTRACT FOR ADA MODIFICATIONS
& GENERAL ROW IMPROVEMENTS**

PROJECT # 11870

END OF SECTION

SODDING

02920-4

CITY OF FORT LAUDERDALE, FLORIDA

PROJECTS 11870

ANNUAL CONTRACT FOR ADA MODIFICATIONA & GENERAL R.O.W. IMPROVEMENTS

ADDENDUM NUMBER ONE

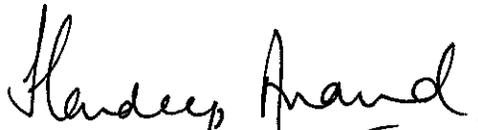
July 29, 2013

The following Addendum is hereby made a part of the Plans and Specifications and shall be included with all contract documents:

Acknowledge receipt of this Addendum by inserting its number and date on Page P-3 of the Proposal. **All changes made are in bold.**

1. **REPLACE:** Proposal P-1 (h), with the attached Proposal Page labeled P-1 (h) - Addendum # 1
2. **CLARIFICATION:** Please refer to BidSync.com for Bidder questions and answers

CITY OF FORT LAUDERDALE



Hardeep Anand, P.E., Public Works Director

AB/P11870/Add1

PROPOSAL (continued)

PROJECT # 11870

ITEM 34 (continued)

Approximately 500 square feet.

@ \$ _____ /S.F. (500 S.F.) \$ _____

ITEM 35: Furnish all materials, labor, and equipment to **remove and properly dispose of existing asphalt (at various depths), metal railing, metal or wood guard rail, wood or chain-link fencing, saw cutting asphalt and concrete**, and all the items listed below.

- a) Asphalt Removal @ \$ _____ /S.Y. (500 S.Y.) \$ _____
- b) Metal Railing @ \$ _____ /L.F. (25 L.F.) \$ _____
- c) Metal or Wood Guard Rail @ \$ _____ /L.F. (25 L.F.) \$ _____
- d) Wood or Chain-link fencing @ \$ _____ /L.F. (200 L.F.) \$ _____
- e) Saw Cut Asphalt/Concrete @ \$ _____ /L.F. (1,500 L.F.) \$ _____
- f) **4" thick Concrete Sidewalk @ \$ _____ /S.F. (500 S.F.)** \$ _____
- g) **6" thick Concrete Sidewalk @ \$ _____ /S.F. (200 S.F.)** \$ _____
- h) **Storm Drain Basin @ \$ _____ /EA. (10)** \$ _____
- i) **15" or Smaller Storm Pipe @ \$ _____ /L.F. (50 L.F.)** \$ _____
- j) Various Width Curb Inlet @ \$ _____ /EA. (6)
Top Removal \$ _____
- k) Various Width Pavement @ \$ _____ /L.F. (1,000 L.F.)
Markings Removal
(Hydro-blasting) \$ _____
- l) Directional Arrow Pavement @ \$ _____ /EACH (16)
Markings Removal
(Hydro-blasting) \$ _____
- m) **Type "D" Concrete Curb @ \$ _____ /L.F. (50 L.F.)** \$ _____
- n) **Type "F" Concrete Curb @ \$ _____ /L.F. (50 L.F.)** \$ _____
- o) **Concrete Curb & Gutter @ \$ _____ /L.F. (50 L.F.)** \$ _____
- p) **Concrete Driveways @ \$ _____ /L.F. (50 L.F.)** \$ _____
- q) Limerock Base Removal @ \$ _____ /C.Y. (1,000 C.Y.) \$ _____
- r) Paver Blocks Removal @ \$ _____ /S.F. (300 S.F.) \$ _____
- s) Sign & Post Removal @ \$ _____ /EACH (18) \$ _____

ITEM 36: Furnish all materials, labor, and equipment to **demolish and remove reinforced concrete** including cutting, breaking,

CITY OF FORT LAUDERDALE, FLORIDA

PROJECTS 11870

ANNUAL CONTRACT FOR ADA MODIFICATIONS & GENERAL R.O.W. IMPROVEMENTS

ADDENDUM NUMBER TWO

AUGUST 6, 2013

The following Addendum is hereby made a part of the Plans and Specifications and shall be included with all contract documents:

Acknowledge receipt of this Addendum by inserting its number and date on Page P-3 of the Proposal. **All changes made are in bold.**

REPLACE:

1. Proposal P-1 (p), with the attached Proposal Page labeled P-1 (p) -Addendum # 2
2. Proposal P-1 (q), with the attached Proposal Page labeled P-1 (q) - Addendum # 2
3. Proposal P-1 (r), with the attached Proposal Page labeled P-1 (r) - Addendum # 2
4. Proposal P-1 (s), with the attached Proposal Page labeled P-1 (s) - Addendum # 2
5. Proposal P-1 (t), with the attached Proposal Page labeled P-1 (t) - Addendum # 2
6. Proposal P-1 (u), with the attached Proposal Page labeled P-1 (u) - Addendum # 2
7. Proposal P-1 (v), with the attached Proposal Page labeled P-1 (v) - Addendum # 2
8. Proposal P-1 (w), with the attached Proposal Page labeled P-1 (w) - Addendum # 2
9. Proposal P-1 (x), with the attached Proposal Page labeled P-1 (x) - Addendum # 2

CITY OF FORT LAUDERDALE



Hardeep Anand, P.E., Public Works Director

AB/P11870/Add2

Project 11870 Annual Contract for ADA Modifications & General R.O.W. Improvements
Addendum 2
Page 2

CLARIFICATION:

1. **The Bid Opening has been EXTENDED to WEDNESDAY, AUGUST 14, 2013.** The location and time remains the same.
2. Please refer to BidSync.com for Bidder questions and answers.

PROPOSAL (continued)

PROJECT 11870

ITEM 68 (continued)

combination towel dispenser/waste receptacle; or equal City approved product.

Approximately 2 Receptacles Locations

@ \$ _____/EACH (2)

\$ _____

ITEM 69: Furnish all materials, labor, and equipment to install enhanced pedestrian signalization at midlock crosswalks and school zone locations, manufactured by Carmanah, 250 Bay Street, Victoria, British Columbia, Canada, V9A 3K5; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

\$ _____

ITEM 70: Furnish all materials, labor, and equipment to install TS400 Semi-Flush Fixture, Yellow/Yellow, 10-30VDC LED, with Female Connector, FI-TS400YYL, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

\$ _____

ITEM 71: Furnish all materials, labor, and equipment to install Base Can 8.5" x 5" deep, 7.25" B.C., 3/4" Mud Ring, 5" Deep, 2" Drain w/Fitting Ship with Base Can Installation Instructions crosswalk flashing controller, A-725-5-2, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 10 Locations

@ \$ _____/EACH (10)

\$ _____

ITEM 72: Furnish all materials, labor, and equipment to install Sensor, Motion, and Pedestrian for Crosswalk Occupancy Detection, Activation, AC-Smartwalk-XP, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 2 Locations

@ \$ _____/EACH (2)

\$ _____

PROPOSAL (continued)

PROJECT 11870

ITEM 73: Furnish all materials, labor, and equipment to install System Controller, TS 1000 120/240 V Input, DC Output, NEMA 4 Enclosure, SC-TS1000 ACA, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ _____/EACH (1) \$ _____

ITEM 74: Furnish all materials, labor, and equipment to install Ped-X-Pad, Single for Pallet Shipment Only, AC-PEDXPAD, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 2 Locations

@ \$ _____/EACH (2) \$ _____

ITEM 75: Furnish all materials, labor, and equipment to install TS 1100 Controller FL DOT Solar Powered, for Ped X Pad Activation NEMA 3R Enclosure, 1 SC TS100SPA3A, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ _____/EACH (1) \$ _____

ITEM 76: Furnish all materials, labor, and equipment to install Solar Panel 90 Watts with Mounting Kit included, SL-Panel 90-HPM, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ _____/EACH (1) \$ _____

ITEM 77: Furnish all materials, labor, and equipment to install Solar Gel Battery 96.7 AH@20h Rate, 12 Volts, 5 Days Autonomus Operation, SL-8G31, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 2 Locations

@ \$ _____/EACH (2) \$ _____

PROPOSAL (continued)

PROJECT 11870

ITEM 78: Furnish all materials, labor, and equipment to install System Controller, TS 1100, DC, FL DOT, Solar Powered NEMA 3R Encls, SC-TS1100SP1A, manufactured by Traffic Safety Corp., 2708 47th Avenue, Sacramento, California, 95822; or equal City approved product.

Approximately 1 Location

@ \$ _____/EACH (1) \$ _____

ITEM 79: Furnish all materials, labor, and equipment to install Type TRRL profile (rounded) speed humps, 12-foot long by 24-foot wide.

Approximately 18 Speed Humps

@ \$ _____/EACH (18) \$ _____

ITEM 80: Furnish all materials, labor, and equipment to install Flat top profile speed humps, 22-foot long by 24-foot wide.

Approximately 8 Speed Humps

@ \$ _____/EACH (8) \$ _____

ITEM 81: Furnish all materials, labor, and equipment to install Speed cushions, 6 1/2- feet long by 6 3/4-feet wide, (Two asphalt cushions per location)

Approximately 6 asphalt Speed Cushions

@ \$ _____/EACH (6) \$ _____

ITEM 82: Furnish all materials, labor, and equipment to install 30-inch x 30-inch advance warning signs, complete with 18-inch x 18-inch speed advisory signs, mounting hardware and square galvanized steel posts.

Approximately 27 signs

@ \$ _____/EACH (27) \$ _____

ITEM 83: Furnish all materials, labor, and equipment to apply 6-foot by 6-foot by 6-foot in length thermoplastic arrows, to speed hump (Two arrows per location)

Approximately 40 thermoplastic Arrows

@ \$ _____/EACH (40) \$ _____

PROPOSAL (continued)

PROJECT 11870

ITEM 84: Furnish all materials, labor, and equipment to **demolish and restore flat top profile speed humps**, 22-feet long by 24-feet wide.

Approximately 2 speed humps

@\$ _____ /EACH (2)

\$ _____

ITEM 85: TRAFFIC SIGNALIZATION – Furnish all labor, materials, and equipment to perform all associated installation for traffic signals and traffic control devices only, as outlined in the attached specifications.
(PI=per intersection; AS=assembly)

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Directional Bore, Less than 6", 555-1-1	LF	400	\$	\$
b) Conduits Signal, 630-1-12	LF	101	\$	\$
c) Cable, Signal, 632-7-1	PI	2	\$	\$
d) Pull Boxes, 635-1-11	EA	10	\$	\$
e) Traffic Signal, 3-section, 1-way, LED, 650-51-311	AS	1	\$	\$
f) Traffic Signal, Relocate, 650-54	AS	3	\$	\$
g) Pedestrian Signal, 1-section, 1-way, 653-191	AS	8	\$	\$
h) Pedestrian Signal, 1-section, 2-way, 653-192	AS	1	\$	\$
i) Signal Head Auxiliaries, Aluminum Pedestal, 659-107	EA	9	\$	\$
j) Pedestrian Detector, 665-11	EA	10	\$	\$

PROPOSAL (continued)

PROJECT 11870

k) Traffic Controller Assembly, Modify, 670-5-431	AS	2	\$	\$
l) Traffic Signal, Remove, 690-10	EA	1	\$	\$
m) Sign Panel, 700-48-18	EA	10	\$	\$

ITEM 86: LANDSCAPE – Furnish all labor, materials, and equipment to perform all associated installation of new Landscape. Installation planting soil, as outlined in the attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Hyophorbia Verschaffeltii (FG 12' HT, MATCHED)	EA	42	\$	\$
b) Jatropha Integerrima 'Standard' (25 GAL, 8' HT x 5' CT, MATCHED)	EA	54	\$	\$
c) Quercus Virginiana 'High Rise' (4" CAL x 18' HT x 8' SPR x 8' CT)	EA	56	\$	\$
d) Aechmea Blanchetiana 'Orange' (3 GAL, 36" HT x 36" SPR)	EA	40	\$	\$
e) Allamanda Schottii (3 GAL, 18" HT x 20" SPR)	EA	312	\$	\$
f) Acalypha Wilkesiana 'Macafeana' (3 GAL, 30" HT x 24" SPR)	EA	215	\$	\$
g) Chrysobalanus Icaco 'Red Tip' (3 GAL, 24" HT x 18" SPR)	EA	624	\$	\$
h) Cordyline Fruticosa 'Black Magic' (3 GAL, 18" HT x 20" SPR)	EA	588	\$	\$
i) Duranta Erecta 'Gold Mound' (3 GAL, 16" HT x 16" SPR)	EA	376	\$	\$

PROPOSAL (continued)

PROJECT 11870

j) Dianella Tasmanica 'Variegata' (1 GAL, 16" HT x 12" SPR)	EA	2166	\$	\$
k) Ficus Microcarpa 'Green Island' (3 GAL, 14" HT x 14" SPR)	EA	374	\$	\$
l) Ilex Vomitoria 'Stokes Dwarf' (3 GAL, 16" HT x 14" SPR)	EA	780	\$	\$
m) Juniperus Conferta 'Compacta' (3 GAL, 16" HT x 14" SPR)	EA	992	\$	\$
n) Microsorium Scolopendrium (3 GAL, 14" HT x 14" SPR)	EA	1080	\$	\$
o) Psychotria Nervosa (3 GAL, 16" HT x 16" SPR)	EA	599	\$	\$
p) Rhapsiolepis Indica 'Alba' (3 GAL, 16" HT x 12" SPR)	EA	599	\$	\$
q) Trachelospermum Asiaticum 'Tricolor' (1 GAL, 6" HT x 10" SPR)	EA	1028	\$	\$
r) Clean Sand At 15" Depth	CY	1800	\$	\$
s) 100% Decomposed Compost At 3" Depth	CY	300	\$	\$
t) Mulch At 3" Depth	CY	300	\$	\$
u) Tree Barricades(30 Trees At 40 LF each)	LF	1200	\$	\$
v) Planting Soil	CY	1000	\$	\$

ITEM 87: IRRIGATION – Furnish all labor, materials, and equipment to perform all associated installation of new Irrigation System, as outlined in all the engineering drawings and attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) Power Drop; Install FDOT Index 17504 Power Drop Detail	EA	1	\$	\$

PROPOSAL (continued)

PROJECT 11870

b) Controller; "Rainbird" ESP-MC 24 Station with Wall Mounting	EA	1	\$	\$
c) Rainsensor; "Rainbird" Model RSO-CEX	EA	1	\$	\$
d) Water Meter, 2"	EA	1	\$	\$
e) Pressure Vacuum Breaker; 2" "Wilkins" 720A	EA	1	\$	\$
f) Electric Valves; "Rainbird" 2 Inch PEB	EA	16	\$	\$
g) Zone Gate Valves; "NIBCO" Model T-311-Y Match Valve Size	EA	16	\$	\$
h) Air/Vac Release Valve; "Bermad Model 02-ARC-I, 1 Inch Combination Air and Vacuum Release with 1 Inch Brass Full Port Ball Valve	EA	2	\$	\$
i) Valve Boxes; 15 Inch x 25 Inch x 12 Inch Deep Polymer Concrete Valve Box	EA	16	\$	\$
j) Valve Box Identification; Aluminum Identification Numbers and Letters	EA	25	\$	\$
k) Mainline; 3" PVC Schedule 40	LF	2400	\$	\$
l) Mainline Fittings; At Direction Changes Install Ductile Iron with Integral Joint Restraints	EA	2	\$	\$
m) Mainline Marking Tape; 2 Inch Detectable Marking Tape Over Mainline, 12" Below Grade	LF	2400	\$	\$
n) Irrigation Lateral Line; 3/4" (Minimum) to 2 1/2" PVC Schedule 40	LF	13000	\$	\$
o) Irrigation Sleeving; Schedule 40 PVC 1 1/4" to 6"	LF	1100	\$	\$

PROPOSAL (continued)

PROJECT 11870

p) Control Wire; 12 AWG, Copper, Type UF-83 THHN/THWN, with DBY-6 Connectors Install Different Colors for Each Valve (Do not use Green)	LF	14000	\$	\$
q) Control Wire Conduit; All Wire Sleeved Inside 2 Inch PVC Schedule 40 Electrical Conduit	LF	2400	\$	\$
r) Spray Heads, "Rainbird" 1812 PRS Pressure Regulating 12" Pop Up	EA	1600	\$	\$
s) Rainbird Bubblers; "Rainbird" 1 GPM Series 1404 Pressure Compensating	EA	198	\$	\$
t) Flow Control, Hendrickson FLD520 2 GPM Flow Limiting Device Per Detail	EA	1600	\$	\$
u) 2" Gravel; Below Valve Boxes Per Detail	CF	56	\$	\$
v) Filter Fabric; to Contain the Gravel Under the Valve Boxes Per Detail	SF	128	\$	\$

ITEM 88: SITE AMENITIES – Furnish all labor and materials to install benches and trash receptacles along the commingled pathway on the north side of the roadway, as outlined in all the engineering drawings and attached specifications; or equal City approved product.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) "Victor Stanley" Model CBNA-R-103, 6" Steel Bench (Black)	EA	11	\$	\$
b) "Victor Stanley" Model S-42, 36 Gallon Steel Litter Receptacle, with Domed Lid (Black)	EA	11	\$	\$
c) "Victor Stanley" 36 Gallon High Density Plastic Receptacle Liner	EA	11	\$	\$

PROPOSAL (continued)

PROJECT 11870

ITEM 89: LIGHTING – Furnish all labor, materials, and equipment to perform all associated installation of new Decorative Lighting System, as outlined in all the engineering drawings and attached specifications.

	UNIT	QUANTITY	UNIT COST	TOTAL
a) 2" PVC Conduit Electrical	LF	3000	\$	\$
b) Concrete Pull Boxes 13" x 24" Catalog # PC1324 DA12	EA	50	\$	\$

TOTAL AMOUNT (ITEMS 1 – 89): \$ _____

(FIGURES)

(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 contract items, and the City may award contract to three (3) contractors providing the lowest amounts. The selected contractors will receive work orders during the effective term of the contract and prior to the contract's expiration date. The selected contractor(s) will receive specifications for each work order to obtain, review and approve a detailed cost estimate based on executed contract with unit prices. The Project Manager will send a Notice to Proceed to the contractor(s) after obtaining City Manager's office OR City Commission approval as applicable for each work order. The City alone shall make all determinations of work order award and distribution as described under the terms of this contract.

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.

Question and Answers for Bid #233-11184 - Project 11870 Annual Contract for ADA Modifications & General Row Improvements

OVERALL BID QUESTIONS

Question 1

What is the estimated budget for this bid. (Submitted: Jul 24, 2013 8:03:42 AM EDT)

Answer

- \$195,000 (Answered: Jul 24, 2013 11:10:00 AM EDT)

Question 2

The service contract is for two years, and insurance paragraph indicates that the Bond should be valid for one year after completion of the work, which means that this Bond shall be for a term of three years. ?. Please clarify then if this will be the same \$50,000.00 Payment and Performance bond required for the job, or is a other Bond. ? (Submitted: Jul 24, 2013 10:46:24 AM EDT)

Answer

- A \$50,000 bond must be in place for the intial two-year contract period plus any extension terms if awarded. Refer to Bid Instruction to Bidders, Surety Bond paragraph, page IB-3 for bonding requirements after completion and acceptance of the work. (Answered: Jul 24, 2013 11:10:00 AM EDT)

Question 3

According to the Bid RPQ, I can understand that the amounts shown are for effect to choose the lowest bidder, and that the work will be done with the Units price giving by the Lower bidder on individual Work Order WO over 2 years of contract term.

There is a guaranteed minimum amount of work \$\$ amount in each WO and along every year. ?. (Submitted: Jul 24, 2013 10:57:07 AM EDT)

Answer

- No (Answered: Jul 24, 2013 11:21:33 AM EDT)

Question 4

The RPQ Include a specific Allowance amount in item 1 2 3 and 4, Are these amount for each Site, If not and there will different Site locations along two year contract, few different site might be ? how we know the amount that will be allocated to each site for Mobilization, Demobilization and MOT and the numbers of permits shall be. ? (Submitted: Jul 24, 2013 11:06:04 AM EDT)

Answer

- Allowance item amounts are fixed for bidding purposes for all bidders. Awarded Contractors will be reimbursed for actual costs for allowance items 1,2,and 4 per work order. (Answered: Jul 24, 2013 11:21:33 AM EDT)

Question 5

On other bids, the city has provided the BOND FORM. In this case it seems the bond form from the surety will suffice, not the city's. Please confirm. (Submitted: Jul 26, 2013 12:06:42 PM EDT)

Answer

- Follow the requirements in Bid Instruction to Bidders, Surety Bond paragraph, page IB-3 (Answered: Jul 26, 2013 12:49:12 PM EDT)

Question 6

Item #35 please verify measuring units for f, g, i, m, n, o, p Ex: SF vs LF (Submitted: Jul 26, 2013 4:25:53 PM EDT)

Answer

- See Addendum #1 dated July 29, 2013. Submit new page P-1 (h) Addendum #1 with the bid response. (Answered: Jul 30, 2013 10:43:01 AM EDT)

Question 7

What is the required license to bid on this project? (Submitted: Jul 29, 2013 12:30:25 PM EDT)

Answer

- Refer to NOTE on P-4 page of the bid document, which states that: A Broward County Engineering Contractor's License and/or appropriate license issued by the State of Florida is required for working within public right-of-way. Contractor must have proper licensing prior to submitting bid, and must submit evidence of same with bid. (Answered: Jul 30, 2013 4:32:27 PM EDT)

Question 8

Will an electrical permit be necessary for crosswalk lighting? Are there existing power sources? (Submitted: Jul 29, 2013 2:11:13 PM EDT)

Answer

- An electrical permit will not be required for the crosswalk lighting. There are no existing power sources. (Answered: Aug 6, 2013 4:25:41 PM EDT)

Question 9

The "Supplemental Bid Instructions" state failure to submit Subcontractor's forms SGC/Part B - P1 thru P15 may result in bid being rejected. However some of the forms indicate that the subcontractor has already signed a contract with the prime contractor with an amount to be inserted. Are these forms required to be executed by the subcontractors? (Submitted: Jul 31, 2013 8:01:13 AM EDT)

Answer

- Yes, the Subcontractor's forms are required to be executed by the subcontractors. (Answered: Aug 6, 2013

4:25:41 PM EDT)

Question 10

For item #77 there are two different pricing, F and FS type. How do you incorporate two different items in one? (Submitted: Jul 31, 2013 10:59:31 AM EDT)

Answer

- Please refer to Addendum # 2. (Answered: Aug 6, 2013 4:25:41 PM EDT)

Question 11

Item number 92, please specify site amenities to be standard or hot dipped galvanized, it would be two different prices. (Submitted: Jul 31, 2013 4:03:51 PM EDT)

Answer

- The specified products are made of steel. Product specification do not indicate hot dipped galvanized. Site amenities should be priced at standard cost. (Answered: Aug 6, 2013 4:25:41 PM EDT)