

CITY OF FORT LAUDERDALE
CONTRACT

**ANNUAL CONSTRUCTION OF
GENERAL STORMWATER INFRASTRUCTURE (12504-613)**

DESCRIPTION

Southeastern Engineering Contractors, Inc.

CONTRACTOR

Unit Price Contract

AMOUNT

June 1, 2021

COMMISSION APPROVAL DATE

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 1st day of June, 2021, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Southeastern Engineering Contractors, Inc., a Florida Corporation (Contractor), (“Party” or collectively “Parties”);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 12504-613, Project No. 12220, which was opened on April 27, 2021; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

- 1.7 Change Order - A change order is defined as a written order to the Contractor approved by the City, authorizing a revision of an underlying agreement between the City and the Contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor’s response to the City’s Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.

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

- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run. Contractor will immediately commence work upon receipt of the Notice to Proceed. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in the Contract Documents and/or Task Orders.
- 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 and each executed Task Order.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Task Order – A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.

- 1.33 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents and/or Task Order. 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 CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE
ITB 12504-613 PROJECT 12220

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

PROJECT DESCRIPTION

This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

- 2.3 Within ten (10) days of a Notice to Proceed of the start date noted on each Task Order, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Rares V. Petrica**, whose address is **101 NE 3rd Avenue, Suite 1410, Fort Lauderdale, FL 33301-1016**, telephone number: **(954) 828-6720**, and email address is rpetrica@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [N/A] to [N/A] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number 1 through 4, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., 12504-613, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 12504-613, dated April 8, 2021.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications, supplements, Task Orders, change orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any Additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).

- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated June 1, 2021, and any attachments.
- g. Invitation to Bid No., 12504-613, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., 12504-613, dated April 8, 2021.
- i. Schedule of Values.
- j. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **N/A** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).

- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7 based on the value of the executed Task Orders issued for this Contract.
- 6.2 The Parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the total compensation payable to Contractor for the cumulative value of each executed Task 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, for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's executed Task Order and corresponding Application 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, or upon completion of the work of the executed Task Order. All progress payments will be made on the basis of the progress of the Work completed on the executed Task Order.
- 7.3 Prior to Final Completion of each Task Order, progress payments will be made in an amount equal to ninety-five percent (95%) 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 under each Task Order, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2020), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.7 Payment Card Industry (PCI) Compliance

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

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, and prior to agreeing to and execution of each Task Order under this Contract, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, conducted all necessary extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of each Task Order and associated Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules,

regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under each Task Order, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Task Order and all other matters which can in any way affect the Work, schedule, or the cost thereof under the Task Order and associated Contract Documents.
- 8.4 The Contractor has also studied on its own, 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 Task Order Work can be completed for the Proposed Price submitted and within the timeframe agreed upon within each Task Order.
- 8.5 Contractor has made or cause to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work under each Task Order at the Contract Prices, within the Contract Time of the specified Task Order 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 related to each Task Order with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents related to each Task Order 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 for each Task Order. 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 under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the contractor shall, at all times, have a certified “competent person” assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or termination of the Agreement in accordance with Article 17.

8.9 Materials:

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

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

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

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

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

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

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

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

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

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

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

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

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

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

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

8.18 Safety and Protection:

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

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

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

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

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

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

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

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

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

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

8.22 No Extended Damages : For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused

by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

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

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

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

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

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

Additionally, the Contractor assures that it, the sub recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.
- 9.5 Cancellation For Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

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

10.3 Insurance

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result

of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Contractor's Pollution Liability Coverage

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

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

Workers' Compensation and Employer's Liability

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

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

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

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

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

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

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

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

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

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

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

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

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

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, servants or employees; (c) any and all bodily

injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

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

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

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2020), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 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

Contract Price shall not exceed that which is agreed to in this Agreement. Any increase to the Contract Price shall be executed through an Amendment to this Agreement and approved by the City Commission.

- 14.1 Time for the City to Approve Contract Amendment: Should the cumulative amount of the executed Task Orders exceed the Contract Price, a Contract Amendment must be approved by the City Commission authorizing additional funding for this Contract if it exceeds the threshold established in the City Code.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for **two (2) years** from the date of Commission award subject to **two (2) one (1) year** renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

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

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work of an executed Task Order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, 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 Task Order 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 as well as any task order, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.

- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

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

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

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

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either Party has determined that a disputed question, claim, difficulty or dispute, is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the Parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

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

with copies to:

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

To the Contractor:

Eduardo Dominguez, Jr.
Southeastern Engineering Contractors, Inc.
911 NW 209th Ave,
Suite 101
Pembroke Pines, Florida 33029
Telephone: (305) 557-4226
E-mail: eddie@SoutheasternEng.com

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2020), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Southeastern Engineering Contractors, Inc

Bid Contact **Eduardo Dominguez**
ed.sec@comcast.net
Ph 3057862369681

Address **12054 NW 98th Ave**
Hialeah Gardens, FL 33018

Bid Bond  (Status: A bond with the supplied bid security percentage was not found)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
12504-613--01-01	Base Bid: MOBILIZATION - NIGHT WORK	Supplier Product Code:	First Offer - \$1,280.00	20 / each	\$25,600.00	Y	Y
12504-613--01-02	Base Bid: EMERGENCY MOBILIZATION - MOBILIZE WITHIN 24 HR FOR EACH PROJECT	Supplier Product Code:	First Offer - \$1,536.00	20 / each	\$30,720.00		Y
12504-613--01-03	Base Bid: TRAFFIC CONTROL OFFICER	Supplier Product Code:	First Offer - \$64.00	100 / hourly rate	\$6,400.00		Y
12504-613--01-04	Base Bid: WORK ZONE SIGN, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$2.00	2500 / day	\$5,000.00		Y
12504-613--01-05	Base Bid: BARRIER WALL, TEMPORARY,FURNISH AND INSTALL, CONCRETE, UP TO 30 DAYS	Supplier Product Code:	First Offer - \$19.20	1500 / linear foot	\$28,800.00		Y
12504-613--01-06	Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, WATERFILLED, UP TO 30 DAYS	Supplier Product Code:	First Offer - \$12.80	1500 / linear foot	\$19,200.00		Y
12504-613--01-07	Base Bid: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$2.00	5000 / day	\$10,000.00		Y
12504-613--01-08	Base Bid: CHANNELIZING DEVICE, TYPE III, 6 FEET, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$2.60	1000 / day	\$2,600.00		Y
12504-613--01-09	Base Bid: TRAFFIC CONES, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$1.30	5000 / day	\$6,500.00		Y
12504-613--01-10	Base Bid: ARROW BOARD/ADVANCE WARNING ARROW PANEL, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$32.00	50 / day	\$1,600.00		Y
12504-613--01-11	Base Bid: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$40.00	50 / day	\$2,000.00		Y

12504-613--01-12	Base Bid: PORTABLE REGULATORY, SIGN, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$64.00	25 / day	\$1,600.00	Y
12504-613--01-13	Base Bid: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT, INCLUDES POWER SOURCE (FDOT PAY I	Supplier Product Code:	First Offer - \$256.00	40 / day	\$10,240.00	Y
12504-613--01-14	Base Bid: FDOT CERTIFIED FLAG PERSON (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$23.10	1000 / hourly rate	\$23,100.00	Y
12504-613--01-15	Base Bid: ORANGE PLASTIC MESH AND POST(FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$6.40	500 / linear foot	\$3,200.00	Y
12504-613--01-16	Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES $\frac{1}{2}$ DAILY RATE (FDOT P	Supplier Product Code:	First Offer - \$115.20	50 / each	\$5,760.00	Y
12504-613--01-17	Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES $\frac{1}{2}$ WEEKLY RATE (FDOT	Supplier Product Code:	First Offer - \$192.00	50 / each	\$9,600.00	Y
12504-613--01-18	Base Bid: SEDIMENT BARRIER (SILT FENCE)	Supplier Product Code:	First Offer - \$2.60	1500 / linear foot	\$3,900.00	Y
12504-613--01-19	Base Bid: SEDIMENT BASIN/CONTANMENT SYSTEM FOR DEWATERING	Supplier Product Code:	First Offer - \$640.00	100 / day	\$64,000.00	Y
12504-613--01-20	Base Bid: FLOATING TURBIDITY BARRIER	Supplier Product Code:	First Offer - \$12.80	2500 / linear foot	\$32,000.00	Y
12504-613--01-21	Base Bid: INLET PROTECTION	Supplier Product Code:	First Offer - \$76.80	500 / each	\$38,400.00	Y
12504-613--01-22	Base Bid: SURVEY FIELD WORK AS PERFORMED BY CREW (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$166.40	500 / hourly rate	\$83,200.00	Y
12504-613--01-23	Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS (FDOT PAY ITEM NUMBER	Supplier Product Code:	First Offer - \$832.00	50 / each	\$41,600.00	Y
12504-613--01-24	Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$1,216.00	50 / each	\$60,800.00	Y
12504-613--01-25	Base Bid: REGULAR EXCAVATION	Supplier Product Code:	First Offer - \$12.80	1700 / cubic yard	\$21,760.00	Y

		Code:				
12504-613--01-26	Base Bid: EMBANKMENT	Supplier Product Code:	First Offer - \$19.20	500 / cubic yard	\$9,600.00	Y
12504-613--01-27	Base Bid: FLOWABLE FILL	Supplier Product Code:	First Offer - \$230.40	150 / cubic yard	\$34,560.00	Y
12504-613--01-28	Base Bid: SELECT BEDDING MATERIAL	Supplier Product Code:	First Offer - \$115.20	50 / cubic yard	\$5,760.00	Y
12504-613--01-29	Base Bid: FILL SAND, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$140.80	50 / cubic yard	\$7,040.00	Y
12504-613--01-30	Base Bid: FDOT PAY ITEM NO 145-1: GEOSYNTHETIC REINFORCED SOIL SLOPE	Supplier Product Code:	First Offer - \$46.10	5000 / square foot	\$230,500.00	Y
12504-613--01-31	Base Bid: SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36 INCHES DEEP WITH 1:3 SLOPES OR FL	Supplier Product Code:	First Offer - \$19.20	10000 / square yard	\$192,000.00	Y
12504-613--01-32	Base Bid: RETRO-REFLECTIVE PAVEMENT MARKERS	Supplier Product Code:	First Offer - \$6.40	100 / each	\$640.00	Y
12504-613--01-33	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6 INCHES	Supplier Product Code:	First Offer - \$3.90	1000 / linear foot	\$3,900.00	Y
12504-613--01-34	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND RO	Supplier Product Code:	First Offer - \$10.30	100 / linear foot	\$1,030.00	Y
12504-613--01-35	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR STOP LINE OR CRO	Supplier Product Code:	First Offer - \$11.60	100 / linear foot	\$1,160.00	Y
12504-613--01-36	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 10-30 OR 3-9 SKIP, 6	Supplier Product Code:	First Offer - \$3.90	100 / linear foot	\$390.00	Y
12504-613--01-37	Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE	Supplier Product Code:	First Offer - \$6.40	100 / square foot	\$640.00	Y
12504-613--01-38	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, OR YELLOW, SOLID, 6 INCHES	Supplier Product Code:	First Offer - \$6.40	1000 / linear foot	\$6,400.00	Y

12504-613--01-39	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCHES	Supplier Product Code:	First Offer - \$12.80	100 / linear foot	\$1,280.00	Y
12504-613--01-40	Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCHES	Supplier Product Code:	First Offer - \$15.40	100 / linear foot	\$1,540.00	Y
12504-613--01-41	Base Bid: THERMOPLASTIC, REMOVE	Supplier Product Code:	First Offer - \$10.30	1000 / square foot	\$10,300.00	Y
12504-613--01-42	Base Bid: CURB OR CURB AND GUTTER REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$6.40	1500 / linear foot	\$9,600.00	Y
12504-613--01-43	Base Bid: REMOVAL OF EXISTING CONCRETE PAVEMENT	Supplier Product Code:	First Offer - \$19.20	3000 / square yard	\$57,600.00	Y
12504-613--01-44	Base Bid: PAVER BLOCK REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$6.40	1500 / square yard	\$9,600.00	Y
12504-613--01-45	Base Bid: REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS (FDOT PAY ITEM)	Supplier Product Code:	First Offer - \$57.60	150 / cubic yard	\$8,640.00	Y
12504-613--01-46	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 5-7.9 INCHES	Supplier Product Code:	First Offer - \$3.90	2000 / linear foot	\$7,800.00	Y
12504-613--01-47	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 8-19.9 INCHES	Supplier Product Code:	First Offer - \$15.40	5000 / linear foot	\$77,000.00	Y
12504-613--01-48	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 20-49.9 INCHES	Supplier Product Code:	First Offer - \$32.00	500 / linear foot	\$16,000.00	Y
12504-613--01-49	Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 50 INCHES OR LARGER	Supplier Product Code:	First Offer - \$70.40	100 / linear foot	\$7,040.00	Y
12504-613--01-50	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 5-7.9 INCHES	Supplier Product Code:	First Offer - \$25.60	100 / linear foot	\$2,560.00	Y
12504-613--01-51	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9 INCHES	Supplier Product Code:	First Offer - \$25.60	300 / linear foot	\$7,680.00	Y
12504-613--01-52	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9	Supplier Product Code:	First Offer - \$57.60	200 / linear foot	\$11,520.00	Y

INCHES		Code:				
12504-613--01-53	Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 50 INCHES OR LARGER	Supplier Product Code:	First Offer - \$57.60	100 / linear foot	\$5,760.00	Y
12504-613--01-54	Base Bid: STORM/SANITARY STRUCTURE REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$640.00	200 / each	\$128,000.00	Y
12504-613--01-55	Base Bid: LIMEROCK REMOVAL TO A DEPTH OF 8 INCHES (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$15.40	500 / square yard	\$7,700.00	Y
12504-613--01-56	Base Bid: SINGLE POST SIGN, REMOVE	Supplier Product Code:	First Offer - \$102.40	50 / each	\$5,120.00	Y
12504-613--01-57	Base Bid: MILLING EXIST ASPH PAVT, 1 INCH AVG DEPTH, AREA	Supplier Product Code:	First Offer - \$9.00	2500 / square yard	\$22,500.00	Y
12504-613--01-58	Base Bid: CONCRETE SIDEWALK AND DRIVEWAYS, 6 INCHES THICK	Supplier Product Code:	First Offer - \$69.20	1000 / square yard	\$69,200.00	Y
12504-613--01-59	Base Bid: PAVERS, ARCHITECTURAL, ROADWAY	Supplier Product Code:	First Offer - \$92.20	1500 / square yard	\$138,300.00	Y
12504-613--01-60	Base Bid: PAVERS, ARCHITECTURAL, SIDEWALK	Supplier Product Code:	First Offer - \$80.70	1500 / square yard	\$121,050.00	Y
12504-613--01-61	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 3 INCHES	Supplier Product Code:	First Offer - \$15.40	1000 / square yard	\$15,400.00	Y
12504-613--01-62	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 4 INCHES	Supplier Product Code:	First Offer - \$16.70	1000 / square yard	\$16,700.00	Y
12504-613--01-63	Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 6 INCHES	Supplier Product Code:	First Offer - \$17.30	3000 / square yard	\$51,900.00	Y
12504-613--01-64	Base Bid: OPTIONAL BASE, BASE GROUP 04 (6 INCHES LIMEROCK)	Supplier Product Code:	First Offer - \$20.50	2500 / square yard	\$51,250.00	Y
12504-613--01-65	Base Bid: TEMPORARY PATCH USING COLD ASPHALTIC MIX, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$231.00	100 / cubic foot	\$23,100.00	Y
12504-613--01-66	Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E	Supplier Product Code:	First Offer - \$235.00	500 / ton	\$117,500.00	Y

Code:

12504-613--01-67	Base Bid: MISCELLANEOUS ASPHALT PAVEMENT	Supplier Product Code:	First Offer - \$345.60	100 / ton	\$34,560.00	Y
12504-613--01-68	Base Bid: CONCRETE CURB & GUTTER, TYPE E	Supplier Product Code:	First Offer - \$25.00	50 / linear foot	\$1,250.00	Y
12504-613--01-69	Base Bid: CONCRETE CURB & GUTTER, TYPE F	Supplier Product Code:	First Offer - \$27.00	1000 / linear foot	\$27,000.00	Y
12504-613--01-70	Base Bid: CONCRETE CURB, TYPE D	Supplier Product Code:	First Offer - \$24.00	2500 / linear foot	\$60,000.00	Y
12504-613--01-71	Base Bid: VALLEY GUTTER-CONCRETE	Supplier Product Code:	First Offer - \$26.00	1000 / linear foot	\$26,000.00	Y
12504-613--01-72	Base Bid: DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$41.00	500 / square foot	\$20,500.00	Y
12504-613--01-73	Base Bid: ADA COMPLIANT CURB RAMP (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$1,024.00	20 / each	\$20,480.00	Y
12504-613--01-74	Base Bid: DITCH BOTTOM TYPE C (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$4,285.00	100 / each	\$428,500.00	Y
12504-613--01-75	Base Bid: DITCH BOTTOM TYPE D (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$4,310.00	20 / each	\$86,200.00	Y
12504-613--01-76	Base Bid: DITCH BOTTOM TYPE 1/2" E 1/2" (INDEX 232) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$4,527.00	20 / each	\$90,540.00	Y
12504-613--01-77	Base Bid: DITCH BOTTOM TYPE 1/2" F 1/2" (INDEX 233) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$5,030.00	10 / each	\$50,300.00	Y
12504-613--01-78	Base Bid: DITCH BOTTOM TYPE 1/2" G 1/2" (INDEX 233) LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$7,348.00	10 / each	\$73,480.00	Y
12504-613--01-79	Base Bid: TYPE 1/2" C 1/2" CATCH BASIN 24X36 INCHES LESS THAN 10 FEET (FDOT PAY ITEM NUMBER NOT	Supplier Product Code:	First Offer - \$4,177.00	30 / each	\$125,310.00	Y
12504-613--01-80	Base Bid: LARGE RECTANGULAR TYPE 1/2" C 1/2" CATCH BASINS WITH TOP	Supplier Product Code:	First Offer - \$5,521.00	100 / each	\$552,100.00	Y

SLABS 4X4 FEET OR TYPE INCHESC **Code:**

12504-613--01-81	Base Bid: LARGE RECTANGULAR TYPE 1½" CATCH BASINS WITH TOP SLABS 5X5 FEET OR TYPE INCHESC	Supplier Product Code:	First Offer - \$5,764.00	100 / each	\$576,400.00	Y
12504-613--01-82	Base Bid: LARGE RECTANGULAR TYPE 1½" CATCH BASINS WITH TOP SLABS 6X6 FEET OR TYPE INCHESC	Supplier Product Code:	First Offer - \$7,327.00	1 / each	\$7,327.00	Y
12504-613--01-83	Base Bid: LARGE RECTANGULAR TYPE 1½" CATCH BASINS WITH TOP SLABS 8X8 FEET LESS THAN 10 FE	Supplier Product Code:	First Offer - \$9,498.00	5 / each	\$47,490.00	Y
12504-613--01-84	Base Bid: LARGE RECTANGULAR TYPE 1½" CATCH BASINS WITH TOP SLABS 4X6 FEET LESS THAN 10 FE	Supplier Product Code:	First Offer - \$6,229.00	5 / each	\$31,145.00	Y
12504-613--01-85	Base Bid: LARGE RECTANGULAR TYPE 1½" CATCH BASINS WITH TOP SLABS 4X8 FEET LESS THAN 10 FE	Supplier Product Code:	First Offer - \$7,148.00	5 / each	\$35,740.00	Y
12504-613--01-86	Base Bid: STORM MANHOLE TYPE M- 4 (48 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$4,829.00	100 / each	\$482,900.00	Y
12504-613--01-87	Base Bid: STORM MANHOLE TYPE M- 5 (60 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$5,387.00	5 / each	\$26,935.00	Y
12504-613--01-88	Base Bid: STORM MANHOLE TYPE M- 6 (72 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$7,116.00	5 / each	\$35,580.00	Y
12504-613--01-89	Base Bid: STORM MANHOLE TYPE M- 7 (84 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$9,519.00	3 / each	\$28,557.00	Y
12504-613--01-90	Base Bid: 18 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB	Supplier Product Code:	First Offer - \$3,654.00	20 / each	\$73,080.00	Y
12504-613--01-91	Base Bid: 24 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB	Supplier Product Code:	First Offer - \$4,086.00	5 / each	\$20,430.00	Y
12504-613--01-92	Base Bid: 8 INCHES TRENCH DRAIN WITH GRATE 6452 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER N	Supplier Product Code:	First Offer - \$336.00	10 / linear foot	\$3,360.00	Y
12504-613--01-93	Base Bid: 10 INCHES TRENCH DRAIN WITH GRATE 6453 OR APPROVED EQUAL (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$354.00	50 / linear foot	\$17,700.00	Y
12504-613--01-94	Base Bid: 12 INCHES TRENCH DRAIN WITH GRATE 6454 OR APPROVED	Supplier Product Code:	First Offer - \$404.00	125 / linear foot	\$50,500.00	Y

EQUAL (FDOT PAY ITEM NUMBER)		Code:				
12504-613--01-95	Base Bid: 15 INCHES TRENCH DRAIN WITH GRATE 6455 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER)	Supplier Product Code:	First Offer - \$421.00	100 / linear foot	\$42,100.00	Y
12504-613--01-96	Base Bid: 18 INCHES TRENCH DRAIN WITH GRATE 6456 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER)	Supplier Product Code:	First Offer - \$446.00	100 / linear foot	\$44,600.00	Y
12504-613--01-97	Base Bid: INLETS, ADJUST	Supplier Product Code:	First Offer - \$896.00	50 / each	\$44,800.00	Y
12504-613--01-98	Base Bid: MANHOLE, ADJUST	Supplier Product Code:	First Offer - \$512.00	50 / each	\$25,600.00	Y
12504-613--01-99	Base Bid: VALVE BOXES, ADJUST	Supplier Product Code:	First Offer - \$256.00	50 / each	\$12,800.00	Y
12504-613--01-100	Base Bid: DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST	Supplier Product Code:	First Offer - \$1,024.00	50 / each	\$51,200.00	Y
12504-613--01-101	Base Bid: DRAINAGE STRUCTURE MODIFY	Supplier Product Code:	First Offer - \$1,792.00	100 / each	\$179,200.00	Y
12504-613--01-102	Base Bid: INLETS RELOCATING	Supplier Product Code:	First Offer - \$2,578.00	25 / each	\$64,450.00	Y
12504-613--01-103	Base Bid: MANHOLES AND INLETS CLEANING AND SEALING, LESS THAN 10 FEET	Supplier Product Code:	First Offer - \$896.00	50 / each	\$44,800.00	Y
12504-613--01-104	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL	Supplier Product Code:	First Offer - \$86.40	500 / linear foot	\$43,200.00	Y
12504-613--01-105	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL	Supplier Product Code:	First Offer - \$71.20	500 / linear foot	\$35,600.00	Y
12504-613--01-106	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$86.00	2000 / linear foot	\$172,000.00	Y
12504-613--01-107	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$78.20	2000 / linear foot	\$156,400.00	Y
12504-613--01-108	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 18 INCHES,	Supplier Product Code:	First Offer - \$119.90	2000 / linear foot	\$239,800.00	Y

24 INCHES STORM DRAIN (INSTAL **Code:**

12504-613--01-109	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$104.80	2000 / linear foot	\$209,600.00	Y
12504-613--01-110	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$197.50	1500 / linear foot	\$296,250.00	Y
12504-613--01-111	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$151.40	1500 / linear foot	\$227,100.00	Y
12504-613--01-112	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$298.30	1000 / linear foot	\$298,300.00	Y
12504-613--01-113	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$214.80	1000 / linear foot	\$214,800.00	Y
12504-613--01-114	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$410.30	500 / linear foot	\$205,150.00	Y
12504-613--01-115	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL	Supplier Product Code:	First Offer - \$284.10	400 / linear foot	\$113,640.00	Y
12504-613--01-116	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$111.00	250 / linear foot	\$27,750.00	Y
12504-613--01-117	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$118.30	250 / linear foot	\$29,575.00	Y
12504-613--01-118	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24 INCHES	Supplier Product Code:	First Offer - \$122.00	200 / linear foot	\$24,400.00	Y
12504-613--01-119	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 24 INCHES	Supplier Product Code:	First Offer - \$154.00	200 / linear foot	\$30,800.00	Y
12504-613--01-120	Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$190.00	150 / linear foot	\$28,500.00	Y
12504-613--01-121	Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$258.00	150 / linear foot	\$38,700.00	Y
12504-613--01-122	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 10 INCHES TO 24	Supplier Product Code:	First Offer - \$400.00	150 / each	\$60,000.00	Y

INCHES, STORM SEWER

Code:

12504-613--01-123	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 30 INCHES, 36 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$640.00	50 / each	\$32,000.00	Y
12504-613--01-124	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 42 INCHES, 48 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$768.00	50 / each	\$38,400.00	Y
12504-613--01-125	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 54 INCHES, 60 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$1,088.00	50 / each	\$54,400.00	Y
12504-613--01-126	Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, >60 INCHES, STORM SEWER	Supplier Product Code:	First Offer - \$1,280.00	25 / each	\$32,000.00	Y
12504-613--01-127	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 12 INCHES, 15 INCHES, 18 INCHES	Supplier Product Code:	First Offer - \$1,618.00	10 / each	\$16,180.00	Y
12504-613--01-128	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 24 INCHES	Supplier Product Code:	First Offer - \$1,795.00	5 / each	\$8,975.00	Y
12504-613--01-129	Base Bid: MITERED END SECTION, OPTIONAL ROUND, 30 INCHES, 36 INCHES	Supplier Product Code:	First Offer - \$3,899.00	5 / each	\$19,495.00	Y
12504-613--01-130	Base Bid: FRENCH DRAIN, LESS THAN 12 INCHES	Supplier Product Code:	First Offer - \$151.20	100 / linear foot	\$15,120.00	Y
12504-613--01-131	Base Bid: FRENCH DRAIN, 12 TO 18 INCHES	Supplier Product Code:	First Offer - \$156.20	3500 / linear foot	\$546,700.00	Y
12504-613--01-132	Base Bid: FRENCH DRAIN, 24 INCHES	Supplier Product Code:	First Offer - \$175.40	1000 / linear foot	\$175,400.00	Y
12504-613--01-133	Base Bid: STORM SEWER INSPECTION (VIDEO CAMERA)	Supplier Product Code:	First Offer - \$6.40	5000 / linear foot	\$32,000.00	Y
12504-613--01-134	Base Bid: OUTFALL BARNACLE REMOVAL FOR 0-24 INCH PIPES	Supplier Product Code:	First Offer - \$51.20	1000 / linear foot	\$51,200.00	Y
12504-613--01-135	Base Bid: OUTFALL BARNACLE REMOVAL FOR 25-36 INCH PIPES	Supplier Product Code:	First Offer - \$70.40	500 / linear foot	\$35,200.00	Y
12504-613--01-136	Base Bid: OUTFALL BARNACLE REMOVAL FOR 37-48 INCH PIPES	Supplier Product Code:	First Offer - \$76.80	500 / linear foot	\$38,400.00	Y

Code:

12504-613--01-137	Base Bid: OUTFALL BARNACLE REMOVAL FOR 49-60 INCHES PIPES	Supplier Product Code:	First Offer - \$115.20	500 / linear foot	\$57,600.00	Y
12504-613--01-138	Base Bid: OUTFALL BARNACLE REMOVAL FOR 61 INCHES AND GREATER PIPES	Supplier Product Code:	First Offer - \$128.00	250 / linear foot	\$32,000.00	Y
12504-613--01-139	Base Bid: CONCRETE COLLAR AT JOINTS FOR CONNECTING DISSIMILAR TYPES OF PIPE AND CONCRETE P	Supplier Product Code:	First Offer - \$1,800.00	200 / each	\$360,000.00	Y
12504-613--01-140	Base Bid: PIPE LINER, SLIP LINER, 0-24 INCHES	Supplier Product Code:	First Offer - \$200.00	2000 / linear foot	\$400,000.00	Y
12504-613--01-141	Base Bid: PIPE LINER, SLIP LINER, 25-36 INCHES	Supplier Product Code:	First Offer - \$276.00	1000 / linear foot	\$276,000.00	Y
12504-613--01-142	Base Bid: PIPE LINER, SLIP LINER, 37-48 INCHES	Supplier Product Code:	First Offer - \$397.00	500 / linear foot	\$198,500.00	Y
12504-613--01-143	Base Bid: PIPE LINER, SLIP LINER, 49-60 INCHES	Supplier Product Code:	First Offer - \$500.00	500 / linear foot	\$250,000.00	Y
12504-613--01-144	Base Bid: PIPE LINER, SLIP LINER, 61 INCHES AND GREATER	Supplier Product Code:	First Offer - \$700.00	500 / linear foot	\$350,000.00	Y
12504-613--01-145	Base Bid: BALLAST ROCK, FRENCH DRAIN AGGREGATE, FURNISH AND INSTALL	Supplier Product Code:	First Offer - \$64.00	100 / cubic yard	\$6,400.00	Y
12504-613--01-146	Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH NO OUTFLOW	Supplier Product Code:	First Offer - \$14,454.00	10 / each	\$144,540.00	Y
12504-613--01-147	Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH OUTFLOW	Supplier Product Code:	First Offer - \$15,171.00	10 / each	\$151,710.00	Y
12504-613--01-148	Base Bid: DEEP WELL OPEN HOLE , 24 INCHES	Supplier Product Code:	First Offer - \$320.00	2000 / linear foot	\$640,000.00	Y
12504-613--01-149	Base Bid: DEEP WELL CASING	Supplier Product Code:	First Offer - \$352.00	2000 / linear foot	\$704,000.00	Y
12504-613--01-150	Base Bid: (0-23 INCHES) DEEP WELL CLEANING	Supplier Product Code:	First Offer - \$128.00	2000 / linear foot	\$256,000.00	Y

Code:

12504-613--01-151	Base Bid: (24 INCHES) DEEP WELL CLEANING	Supplier Product Code:	First Offer - \$128.00	2000 / linear foot	\$256,000.00	Y
12504-613--01-152	Base Bid: (25 INCHES AND GREATER) DEEP WELL CLEANING	Supplier Product Code:	First Offer - \$128.00	2000 / linear foot	\$256,000.00	Y
12504-613--01-153	Base Bid: SHEET PILING, STEEL TEMPORARY-CRITICAL	Supplier Product Code:	First Offer - \$35.90	1500 / square foot	\$53,850.00	Y
12504-613--01-154	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 0-24 INCHES P	Supplier Product Code:	First Offer - \$9.00	2500 / linear foot	\$22,500.00	Y
12504-613--01-155	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 24-36 INCHES	Supplier Product Code:	First Offer - \$12.80	1000 / linear foot	\$12,800.00	Y
12504-613--01-156	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 37-48 INCHES	Supplier Product Code:	First Offer - \$19.20	1000 / linear foot	\$19,200.00	Y
12504-613--01-157	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 49-60 INCHES	Supplier Product Code:	First Offer - \$28.20	1000 / linear foot	\$28,200.00	Y
12504-613--01-158	Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 61 INCHES OR	Supplier Product Code:	First Offer - \$44.80	500 / linear foot	\$22,400.00	Y
12504-613--01-159	Base Bid: WELL POINT SYSTEM COMPLETE, 4 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM)	Supplier Product Code:	First Offer - \$640.00	100 / day	\$64,000.00	Y
12504-613--01-160	Base Bid: WELL POINT SYSTEM COMPLETE, 6 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM)	Supplier Product Code:	First Offer - \$672.00	40 / day	\$26,880.00	Y
12504-613--01-161	Base Bid: WELL POINT SYSTEM COMPLETE, 8 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM)	Supplier Product Code:	First Offer - \$704.00	20 / day	\$14,080.00	Y
12504-613--01-162	Base Bid: BY-PASS PUMP 4 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$179.20	200 / day	\$35,840.00	Y
12504-613--01-163	Base Bid: BY-PASS PUMP 6 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)	Supplier Product Code:	First Offer - \$192.00	80 / day	\$15,360.00	Y
12504-613--01-164	Base Bid: BY-PASS PUMP 8 INCHES, FURNISH AND INSTALL (FDOT PAY	Supplier Product	First Offer - \$230.40	40 / day	\$9,216.00	Y

ITEM NO NA)		Code:				
12504-613--01-165	Base Bid: 8 TO 12 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INST	Supplier Product Code:	First Offer - \$512.00	200 / each	\$102,400.00	Y
12504-613--01-166	Base Bid: 15-24 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$640.00	150 / each	\$96,000.00	Y
12504-613--01-167	Base Bid: 30-42 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$1,024.00	100 / each	\$102,400.00	Y
12504-613--01-168	Base Bid: 48-60 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL	Supplier Product Code:	First Offer - \$1,280.00	50 / each	\$64,000.00	Y
12504-613--01-169	Base Bid: 60 INCHES AND ABOVE PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDE	Supplier Product Code:	First Offer - \$2,048.00	25 / each	\$51,200.00	Y
12504-613--01-170	Base Bid: RIPRAP, SAND-CEMENT	Supplier Product Code:	First Offer - \$576.00	25 / cubic yard	\$14,400.00	Y
12504-613--01-171	Base Bid: RIPRAP- RUBBLE, BANK AND SHORE	Supplier Product Code:	First Offer - \$512.00	5 / ton	\$2,560.00	Y
12504-613--01-172	Base Bid: RIPRAP, RUBBLE, FURNISH AND INSTALL, DITCH LINING	Supplier Product Code:	First Offer - \$576.00	5 / ton	\$2,880.00	Y
12504-613--01-173	Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$19.20	2000 / linear foot	\$38,400.00	Y
12504-613--01-174	Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE GATE OPENING, SINGLE, 0-6½ (FDOT PAY ITEM NUM	Supplier Product Code:	First Offer - \$1,024.00	10 / each	\$10,240.00	Y
12504-613--01-175	Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE (FDOT PAY ITEM NUMBER NOT AP	Supplier Product Code:	First Offer - \$32.00	1000 / linear foot	\$32,000.00	Y
12504-613--01-176	Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE GATE OPENING, SINGLE, 0-6½ (FD	Supplier Product Code:	First Offer - \$1,024.00	5 / each	\$5,120.00	Y
12504-613--01-177	Base Bid: STANDARD 6 FOOT VINYL FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$44.80	500 / linear foot	\$22,400.00	Y
12504-613--01-178	Base Bid: STANDARD 6 FOOT VINYL FENCE GATE OPENING, SINGLE, 0-6½	Supplier Product Code:	First Offer - \$1,024.00	5 / each	\$5,120.00	Y

(FDOT PAY ITEM NUMBER N		Code:				
12504-613--01-179	Base Bid: FDOT PAY ITEM NO 550-60-211: FENCE GATE, TYPE B, SINGLE, 0-6.0 FEET OPENING	Supplier Product Code:	First Offer - \$1,408.00	5 / each	\$7,040.00	Y
12504-613--01-180	Base Bid: FDOT PAY ITEM NO 550-60-212, 550-60-213, OR 550-60-214: FENCE GATE, TYPE B, SI	Supplier Product Code:	First Offer - \$2,176.00	2 / each	\$4,352.00	Y
12504-613--01-181	Base Bid: ADDITIONAL LABORER (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$16.70	5000 / hourly rate	\$83,500.00	Y
12504-613--01-182	Base Bid: MASTER ELECTRICIAN (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$153.60	100 / hourly rate	\$15,360.00	Y
12504-613--01-183	Base Bid: DIVER (REGULAR TIME) (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$320.00	50 / hourly rate	\$16,000.00	Y
12504-613--01-184	Base Bid: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVE	Supplier Product Code:	First Offer - \$96.00	50 / hourly rate	\$4,800.00	Y
12504-613--01-185	Base Bid: SERVICE TRUCK & OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS, 4 HR MINIMUM CHAR	Supplier Product Code:	First Offer - \$128.00	100 / hourly rate	\$12,800.00	Y
12504-613--01-186	Base Bid: BUCKET TRUCK & OPERATOR, 50 FT REACH, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$153.60	100 / hourly rate	\$15,360.00	Y
12504-613--01-187	Base Bid: D3 OR D5 DOZER & OPERATOR (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$128.00	100 / hourly rate	\$12,800.00	Y
12504-613--01-188	Base Bid: CRANE & OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4 HR MINIMUM CH	Supplier Product Code:	First Offer - \$384.00	100 / hourly rate	\$38,400.00	Y
12504-613--01-189	Base Bid: VAC TRUCK, 3-PERSON CREW, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBER NOT APPLIC	Supplier Product Code:	First Offer - \$576.00	100 / hourly rate	\$57,600.00	Y
12504-613--01-190	Base Bid: SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM, 4 HR MINIMUM CHARGE (FDOT PAY IT	Supplier Product Code:	First Offer - \$96.00	100 / hourly rate	\$9,600.00	Y
12504-613--01-191	Base Bid: BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM, 4 HR MINIMUM CHARGE (FDOT PAY	Supplier Product Code:	First Offer - \$512.00	100 / hourly rate	\$51,200.00	Y

12504-613--01-192	Base Bid: DUMP TRUCK & OPERATOR, SINGLE-AXLE, 5 cubic yard MINIMUM CAPACITY, 4 HR MINIMUM	Supplier Product Code:	First Offer - \$76.80	100 / hourly rate	\$7,680.00	Y
12504-613--01-193	Base Bid: ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW (FDOT PAY ITEM NUMBER NOT APPLI	Supplier Product Code:	First Offer - \$384.00	24 / hourly rate	\$9,216.00	Y
12504-613--01-194	Base Bid: CERTIFIED ARBORIST (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$153.60	10 / hourly rate	\$1,536.00	Y
12504-613--01-195	Base Bid: SINGLE POST SIGN, INSTALL	Supplier Product Code:	First Offer - \$576.00	50 / each	\$28,800.00	Y
12504-613--01-196	Base Bid: SINGLE POST SIGN, RELOCATE	Supplier Product Code:	First Offer - \$192.00	50 / each	\$9,600.00	Y
12504-613--01-197	Base Bid: FIRE HYDRANT, ADJUST AND MODIFY	Supplier Product Code:	First Offer - \$1,920.00	10 / each	\$19,200.00	Y
12504-613--01-198	Base Bid: FIRE HYDRANT, RELOCATE	Supplier Product Code:	First Offer - \$4,480.00	10 / each	\$44,800.00	Y
12504-613--01-199	Base Bid: POLLUTION RETARDANT BAFFLE WITH 10 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I	Supplier Product Code:	First Offer - \$384.00	50 / each	\$19,200.00	Y
12504-613--01-200	Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I	Supplier Product Code:	First Offer - \$448.00	100 / each	\$44,800.00	Y
12504-613--01-201	Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 18-INCH -24 I	Supplier Product Code:	First Offer - \$576.00	100 / each	\$57,600.00	Y
12504-613--01-202	Base Bid: FURNISH AND INSTALL 10 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$3,724.80	50 / each	\$186,240.00	Y
12504-613--01-203	Base Bid: FURNISH AND INSTALL 12 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$5,254.40	50 / each	\$262,720.00	Y
12504-613--01-204	Base Bid: FURNISH AND INSTALL 15 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$8,294.40	50 / each	\$414,720.00	Y
12504-613--01-205	Base Bid: FURNISH AND INSTALL 18 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$10,444.80	50 / each	\$522,240.00	Y

12504-613--01-206	Base Bid: FURNISH AND INSTALL 24 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$14,092.80	25 / each	\$352,320.00	Y
12504-613--01-207	Base Bid: FURNISH AND INSTALL 30 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$19,200.00	25 / each	\$480,000.00	Y
12504-613--01-208	Base Bid: FURNISH AND INSTALL 36 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$24,345.60	20 / each	\$486,912.00	Y
12504-613--01-209	Base Bid: FURNISH AND INSTALL 42 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$33,920.00	10 / each	\$339,200.00	Y
12504-613--01-210	Base Bid: FURNISH AND INSTALL 48 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$51,635.20	10 / each	\$516,352.00	Y
12504-613--01-211	Base Bid: FURNISH AND INSTALL 54 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$74,112.00	10 / each	\$741,120.00	Y
12504-613--01-212	Base Bid: FURNISH AND INSTALL 60 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A	Supplier Product Code:	First Offer - \$97,292.80	10 / each	\$972,928.00	Y
12504-613--01-213	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$965.20	20 / each	\$19,304.00	Y
12504-613--01-214	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$1,244.20	10 / each	\$12,442.00	Y
12504-613--01-215	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$1,490.00	5 / each	\$7,450.00	Y
12504-613--01-216	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$2,034.00	5 / each	\$10,170.00	Y
12504-613--01-217	Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI	Supplier Product Code:	First Offer - \$2,340.00	5 / each	\$11,700.00	Y
12504-613--01-218	Base Bid: FURNISH AND INSTALL 8 TO 15 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEA	Supplier Product Code:	First Offer - \$1,920.00	40 / each	\$76,800.00	Y
12504-613--01-219	Base Bid: FURNISH AND INSTALL 18 TO 24 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$2,560.00	25 / each	\$64,000.00	Y

12504-613--01-220	Base Bid: FURNISH AND INSTALL 30 TO 36 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$4,480.00	5 / each	\$22,400.00	Y
12504-613--01-221	Base Bid: FURNISH AND INSTALL 42 TO 48 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$5,760.00	5 / each	\$28,800.00	Y
12504-613--01-222	Base Bid: FURNISH AND INSTALL 54 TO 60 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE	Supplier Product Code:	First Offer - \$7,040.00	3 / each	\$21,120.00	Y
12504-613--01-223	Base Bid: FURNISH AND INSTALL 61 INCH AND ABOVE DRAINAGE OUTFALLS BY CORE DRILLING EXISTIN	Supplier Product Code:	First Offer - \$12,800.00	3 / each	\$38,400.00	Y
12504-613--01-224	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR PIPES 8 INCHES AND UNDER (FDOT PAY ITEM	Supplier Product Code:	First Offer - \$544.00	50 / linear foot	\$27,200.00	Y
12504-613--01-225	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 10 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$576.00	500 / linear foot	\$288,000.00	Y
12504-613--01-226	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 12 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$640.00	1000 / linear foot	\$640,000.00	Y
12504-613--01-227	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 15 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,088.00	1500 / linear foot	\$1,632,000.00	Y
12504-613--01-228	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 18 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,152.00	500 / linear foot	\$576,000.00	Y
12504-613--01-229	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 24 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,184.00	300 / linear foot	\$355,200.00	Y
12504-613--01-230	Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 30 INCHES PIPES (FDOT PAY ITEM NUMBER NO	Supplier Product Code:	First Offer - \$1,216.00	200 / linear foot	\$243,200.00	Y
12504-613--01-231	Base Bid: DIRECTIONAL BORE, 10 INCHES OR LESS	Supplier Product Code:	First Offer - \$112.90	500 / linear foot	\$56,450.00	Y
12504-613--01-232	Base Bid: DIRECTIONAL BORE, 12 INCHES	Supplier Product Code:	First Offer - \$175.50	500 / linear foot	\$87,750.00	Y
12504-613--01-233	Base Bid: DIRECTIONAL BORE, 15 INCHES	Supplier Product Code:	First Offer - \$233.90	1500 / linear foot	\$350,850.00	Y

12504-613--01-234	Base Bid: DIRECTIONAL BORE, 18 INCHES	Supplier Product Code:	First Offer - \$289.50	1000 / linear foot	\$289,500.00	Y
12504-613--01-235	Base Bid: DIRECTIONAL BORE, 24 INCHES	Supplier Product Code:	First Offer - \$426.70	100 / linear foot	\$42,670.00	Y
12504-613--01-236	Base Bid: DIRECTIONAL BORE, 30 INCHES	Supplier Product Code:	First Offer - \$648.50	100 / linear foot	\$64,850.00	Y
12504-613--01-237	Base Bid: DIRECTIONAL BORE, 36 INCHES	Supplier Product Code:	First Offer - \$894.80	100 / linear foot	\$89,480.00	Y
12504-613--01-238	Base Bid: DIRECTIONAL BORE, 42 INCHES	Supplier Product Code:	First Offer - \$1,446.40	100 / linear foot	\$144,640.00	Y
12504-613--01-239	Base Bid: FERTILIZER 40 LB. BAG, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABL	Supplier Product Code:	First Offer - \$102.40	5 / each	\$512.00	Y
12504-613--01-240	Base Bid: ROOT BARRIER, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$44.80	500 / linear foot	\$22,400.00	Y
12504-613--01-241	Base Bid: TREE REMOVAL, 0-12 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NUMBE	Supplier Product Code:	First Offer - \$512.00	200 / each	\$102,400.00	Y
12504-613--01-242	Base Bid: TREE REMOVAL, 12.1-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$960.00	100 / each	\$96,000.00	Y
12504-613--01-243	Base Bid: TREE REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$1,920.00	50 / each	\$96,000.00	Y
12504-613--01-244	Base Bid: TREE REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU	Supplier Product Code:	First Offer - \$3,200.00	5 / each	\$16,000.00	Y
12504-613--01-245	Base Bid: TREE REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I	Supplier Product Code:	First Offer - \$5,120.00	2 / each	\$10,240.00	Y
12504-613--01-246	Base Bid: STUMP GRINDING/REMOVAL, 0-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I	Supplier Product Code:	First Offer - \$640.00	100 / each	\$64,000.00	Y
12504-613--01-247	Base Bid: STUMP GRINDING/REMOVAL, 24.1-48 INCHES	Supplier Product Code:	First Offer - \$1,024.00	50 / each	\$51,200.00	Y

TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA)						
12504-613--01-248	Base Bid: STUMP GRINDING/REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA)	Supplier Product Code:	First Offer - \$1,536.00	10 / each	\$15,360.00	Y
12504-613--01-249	Base Bid: STUMP GRINDING/REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT	Supplier Product Code:	First Offer - \$1,920.00	5 / each	\$9,600.00	Y
12504-613--01-250	Base Bid: HEDGES AND SHRUBS REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$32.00	2000 / linear foot	\$64,000.00	Y
12504-613--01-251	Base Bid: BAHIA SOD (FDOT PAY ITEM NUMBER NOT APPLICABLE)	Supplier Product Code:	First Offer - \$9.00	200 / square yard	\$1,800.00	Y
12504-613--01-252	Base Bid: FDOT PAY ITEM NO 570-1-2: PERFORMANCE TURF, SOD (ST AUGUSTINE, CENTIPEDE, FLOR	Supplier Product Code:	First Offer - \$12.80	5000 / square yard	\$64,000.00	Y
12504-613--01-253	Base Bid: FDOT PAY ITEM NO NA: SALT TOLERANT TURF, SOD (SEASHORE PASPALUM OR APPROVED EQ	Supplier Product Code:	First Offer - \$14.10	2000 / square yard	\$28,200.00	Y
12504-613--01-254	Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 3-GALLON CONTAINER (F	Supplier Product Code:	First Offer - \$38.40	500 / each	\$19,200.00	Y
12504-613--01-255	Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-GALLON CONTAINER (F	Supplier Product Code:	First Offer - \$51.20	500 / each	\$25,600.00	Y
12504-613--01-256	Base Bid: COMMON PALM SPECIES (BISMARK, DATE, SILVER, CHRISTMAS, ROYAL, THATCH, CABBAGE AN	Supplier Product Code:	First Offer - \$2,304.00	50 / each	\$115,200.00	Y
12504-613--01-257	Base Bid: COMMON TREE SPECIES (LIVE OAK, WILD TAMARIND, GREEN OR SILVER BUTTONWOOD, BALD O	Supplier Product Code:	First Offer - \$2,548.00	50 / each	\$127,400.00	Y
Lot Total					\$26,310,469.00	
Supplier Total					\$26,310,469.00	

Annual Construction of General Stormwater Infrastructure
Southeastern Engineering Contractors, Inc.
Project 12220

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: 
CHRISTOPHER J. LAGERBLOOM
City Manager

Date: July 2, 2021

ATTEST:


By: _____
JEFFREY A. MODARELLI
City Clerk



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

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

SOUTHEASTERN ENGINEERING CONTRACTORS,
INC.,
a Florida corporation

[Signature]

By: _____

Joe P. Perillo
Print Name

Print Name: Edwardo Dominguez

Title: Pres.

Freddy D. Vargas

ATTEST:

Freddy Vargas
Print Name

By: _____
Secretary

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of JUNE, 2021, by EDUARDO DOMINGUEZ, as PRESIDENT, for SOUTHEASTERN ENGINEERING CONTRACTORS, INC., a Florida Corporation.

[Signature]
(Signature of Notary Public - State of Florida)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced: N/A



Brown & Brown of Florida, Inc.
Miami Division
14900 NW 79th Court, Suite 200
Miami Lakes, FL 33016-5869
(305) 364-7800
Fax (305) 822-5687

June 8, 2021

Re: Southeastern Engineering Contractors, Inc.
Ft. Lauderdale – Annual Construction of General Stormwater Infrastructure BID 12504-613 - Project 12220

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that **Southeastern Engineering Contractors, Inc.** is set up for bonding with FCCI Insurance Company. This Surety currently has an A.M. Best Rating of **A X**.

Southeastern Engineering Contractors, Inc. has a good reputation in the construction industry. Based on their past experience, FCCI Insurance may be considered for single jobs of **\$10,000,000** with an aggregate program of **\$15,000,000**.

As this is a letter of recommendation and not a bid bond, **Brown & Brown of Florida, Inc., FCCI Insurance Company**, their agents and owners accept no liability for its contents. The Surety reserves the right to review each submission and base their final decision as to single job and program limits, upon normal underwriting requirements and conditions, which exist at time of the bond request.

If I can be of further assistance, please feel free to call me.

Sincerely,
Brown & Brown of Florida, Inc., Miami Division

Ramon A Rodriguez

Senior Vice President &
Attorney-in-fact for
FCCI Insurance Company





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of June, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christina D. Welch
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 8th day of June, 2021

Christina D. Welch
Christina D. Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary FCCI Insurance Company



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
6/16/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	PHONE (A/C, No, Ext): (305) 822-7800	COMPANY Zurich/Builders Risk US Assure, Inc. On Behalf of Zurich NA P.O. Box 931794 Atlanta, GA 31193-1794
FAX (A/C, No): (305) 362-2443	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: SOUTENG-01		
INSURED Southeastern Engineering Contractors, Inc. 911 NW 209th Ave, Suite 101 Pembroke Pines, FL 33029	LOAN NUMBER	POLICY NUMBER BR73876798
	EFFECTIVE DATE 6/16/2021	EXPIRATION DATE 6/16/2022
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	<input checked="" type="checkbox"/> Builders Risk
----------------	-------	-------	---------	---

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Location: City of Ft. Lauderdale		
Project No. 12220: General Stormwater Infrastructure		
Limit at any one location - Builders Risk	\$1,000,000	5,000
Limit per disaster	\$1,000,000	5,000
Limit at temporary location	\$50,000	5,000
Transit limit	\$50,000	5,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Ft Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

MEMORANDUM

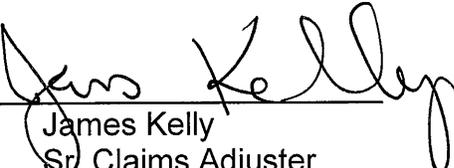
DATE: June 17, 2021
TO: James Kelly, Sr. Claims Adjuster
FROM: Maureen Lewis, Procurement Division
SUBJECT: Project/Bid No. 12220; 12504-613 – Annual Construction of General Stormwater Infrastructure

Please review the attachments listed below in connection with the referenced contract:

- Insurance certificates
- Surety Bond Capacity Letter

SURETY BOND REQUIREMENT - Unit Price Contract [Southeastern Eng.]

If the City's requirements are met, please sign below and return. Thank you.

By: 
James Kelly
Sr. Claims Adjuster

Date: 
6/17/2021

c: Contract

Bid Bond from

Surety
Bid Bond Number
Bond Type
Bond Form
Bid Date
Bid ID
Security Percent %
Job Description

Agency ID
Name
Address , , ,
Phone
Contact Name
Bond Status
Execution Date

Contractor ID
Name
Contractor Tax ID
Assigned Contractor ID
Address , , ,
Phone

Name
Address , , ,

Surety ID
Name
NAIC Number
State of Incorporation
Contact

Address , , ,
Phone
Terror Rider

Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

DOMINGUEZ, EDUARDO

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
12054 N W 98TH AVE
HIALEAH GARDENS FL 33018

LICENSE NUMBER: RG0066528

EXPIRATION DATE: AUGUST 31, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

GENERAL ENGINEERED CONSTRUCTION BUILDER

93-1360
DOMINGUEZ, EDUARDO - QUALIFYING
SOUTHEASTERN ENGINEERING CONTRACTORS INC.
12054 NW 98 AVE
HIALEAH GARDENS FL 33018
EXPIRES 08/31/2022



CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

DOMINGUEZ, EDUARDO
8961 BAHAMAS SWALLOW WAY
NAPLES FL 34120

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY**

CC# GENERAL ENGINEERED CONSTRUCTION
BUILDER
93-1360
DOMINGUEZ, EDUARDO - QUALIFYING
SOUTHEASTERN ENGINEERING
CONTRACTORS INC.
12054 NW 98 AVE
HIALEAH GARDENS FL 33018

EXPIRES 08/31/2022

EDUARDO DOMINGUEZ
911 NW 209 AVE, STE 101
PEMBROKE PINES FL 33029

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

RECEIPT-YEAR: OCTOBER 1, 2020 thru SEPTEMBER 30, 2021

ACCOUNT-NO: 20190374/01
RECEIPT-NO: 203517

BUS-NAME : SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
BUS-ADDR : 911 NW 209 AVE, STE 101
PEMBROKE PINES FL 33029

BUS-DESCR : ADMINISTRATION SERVICES

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
ADMSER ADMINISTRATIVE SERVICES	0	10/01/2020		P/Pines
SIGN BUSINESS SIGN	1	10/01/2020		P/Pines

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

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

PRIME CONTRACTOR IDENTIFICATION FORM

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

Name of Firm: **Southeastern Engineering Contractors, Inc.**

Address of Firm: **911 NW 209th Ave, Suite 101**

Telephone Number: **3055574226**

Name of Person Completing Form: **Eduardo Dominguez**

Title: **President**

Signature: **Eduardo Dominguez**

Date: **04/08/21**

City Project Number: **12504-613**

City Project Description: **ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE**

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

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

MBE/WBE CONTRACTOR INFORMATION

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

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

CONTRACTOR CHECKLIST

- List Previous City of Fort Lauderdale Contracts
1- Annual Storm Drainage Contract
2- Sanitary Pump Station D-45 Replacement
3- Pump Stations D-10 & D-11 Flow Analysis and Redesign

- Number of Employees in your firm **18**
 --Percent (**12%**) Women
 --Percent (**100%**) Minorities
 --Job Classifications of Women and Minorities

Controller/ VP

Purchasing/ Human Resource

PM/Superintendent/Foreman/Operators/Pipelayers/Laborer

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

Yes

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

Landscaping

Striping

Controls and Automatization

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

By invitation

- Anticipated amount to be subcontracted on this project.

TBD

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

TBD

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: **Southeastern Engineering Contractors, Inc.**President **Eduardo Dominguez**Business Address: **911 NW 209th Ave,
Suite 101, Pembroke Pines, FL 33029**Telephone: **3055574226**Fax: **n/a**

E-Mail Address:

eddie@SoutheasternEng.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

Fort Lauderdale Stormwater Construction Contract \$1,125,000.00

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

Katarzyna A. Kulpa,
kkulpa@keybiscayne.fl.gov. Key
Biscayne, 305-365-5556 "Outfall 13 at 14
Harbor Point Construction Project"
Dec. 2020 \$234,302

Rares Petrica,
RPetrica@fortlauderdale.gov, 954-828-
6720, "Annual Storm Drainage Contract,
2017, \$1,125,000.00,

Carlos Acosta, AcostaC@miamilakes-
fl.gov,(305) 364-6100 Ext.1129
"Miscellaneous Roadway & Drainage
Services" 2018, \$793,943.00

How many years has your organization been in business? **36**

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

NoThe name of the qualifying agent for the firm and his position is: **Eduardo Dominguez, Pres**Certificate of Competency Number of Qualifying Agent: **93-1360**Effective Date: **12/01/1993** Expiration Date: **08/31/2022**Licensed in: **Broward / Florida** Engineering Contractor's License # **RG0066528**
(County/State)

Expiration Date:
08/31/2021

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?
TBD
2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
 - a) **Concrete**
 - b) **Directional drilling**
 - c) **Asphalt**
 - d)
 - e)
 - f)
 - g)
3. What equipment do you own that is available for the work?
Excavators, loaders, backhoe, trucks, compactors
4. What equipment will you purchase for the proposed work?
None
5. What equipment will you rent for the proposed work?
None

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. Trench Box	LF	500	\$5.00	\$2,500.00
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: **\$2,500.00**

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: **04/08/2021**

Eduardo Dominguez
(SIGNATURE)

STATE OF: **Florida**COUNTY OF: **Broward**

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Eduardo Dominguez
(Name of Individual Signing)

Eduardo Dominguezwho, after first being duly sworn by me,
Natalia Jofreaffixed his/her signature in the space provided above on this **8**day of **April**, 2021.

Natalia Jofre
NOTARY PUBLIC

My Commission Expires: **03/24/23**

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.

Eduardo Dominguez
Authorized Signature

President
Title

Eduardo Dominguez
Name (Printed)

04/08/21
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Eduardo Dominguez
Authorized Signature

Eduardo Dominguez President
Print Name and Title

04/08/2021
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Southeastern Engineering Contractors, Inc.

Company Name

Eduardo Dominguez

Name (Printed)

04/08/2021

Date

Eduardo Dominguez

Signature

President

Title

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Southeastern Engineering Contractors, Inc.**

Address: **911 NW 209th Ave, Suite 101**

City: **Pembroke Pines** State: **FLORIDA** Zip: **33029**

Telephone No.: **3055574226** FAX No.: **N/A** Email: **eddie@SoutheasternEng.com**

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Eduardo Dominguez	President	Cindy Dominguez	VP
Name	Title	Name	Title
Eduardo Dominguez	Agent	Name	Title
Name	Title		

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	03/16/2021	2	04/02/2021	3	04/14/2021
4	04/22/2021				

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**
N/A

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in

this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:**Eduardo Dominguez**

Name (printed)

Eduardo Dominguez

Signature

04/08/2021

Date

President

Title

Revised 4/28/2020

Solicitation 12504-613

Annual Construction of General Stormwater Infrastructure (P12220)

Bid Designation: Public



City of Fort Lauderdale

Bid 12504-613

Annual Construction of General Stormwater Infrastructure (P12220)

Bid Number **12504-613**

Bid Title **Annual Construction of General Stormwater Infrastructure (P12220)**

Bid Start Date **Mar 5, 2021 8:53:33 AM EST**

Bid End Date **Apr 27, 2021 2:00:00 PM EDT**

Question & Answer End Date **Mar 25, 2021 5:00:00 PM EDT**

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

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

Contract Duration **2 years**

Contract Renewal **2 annual renewals**

Prices Good for **120 days**

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

Sealed bids will be received electronically until 2:00 p.m., local time, on THURSDAY, APRIL 8, 2021, and opened online immediately thereafter for BID NO., 12504-613, PROJECT NO., 12220, ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE.

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

Join Zoom Meeting
Phone one-tap:US: +16692545252,,1610225445#,1#,277413# or +16468287666,,1610225445#,1#,277413#

Meeting URL:https://fortlauderdale.zoomgov.com/j/1610225445?pwd=cmJ4emU5Mm5nSkVqQXUrY3VnR1FqZz09

Meeting ID:161 022 5445
Password:277413

Join by Telephone
For higher quality, dial a number based on your current location.
Dial: US: +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

Meeting ID:161 022 5445
Password:277413

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

This Project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

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

Drawing Plans: There are no drawing plans for this Project.

Licensing Requirements: Possession of Underground contractor's licenses is required for this Project.

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

However, it will be the sole responsibility of the bidder to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Bid Security : A certified check, cashier's check, bank officer's check or bid bond for TEN percent (10%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Bid Bonds:

Bidders can submit bid bonds for projects four different ways.

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

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

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

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

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

Certified Checks, Cashier's Checks and Bank Drafts :

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

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

to consider the bid as non-responsive.

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

For information concerning technical specifications, please utilize the Question/Answer platform provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

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

Added on Mar 16, 2021:
Licensing/Certification requirement has been revised.
Added on Apr 14, 2021:
Bid date extended to THURSDAY, APRIL 22, 2021.
Added on Apr 22, 2021:
Bid due date has been extended to 4/27/21.

Addendum # 1

New Documents	P12220.ADDENDUM 1.pdf
---------------	------------------------------

Addendum # 2

New Documents	P12220.ADDENDUM 2.pdf	
Previous End Date	Apr 8, 2021 2:00:00 PM EDT	New End Date Apr 15, 2021 2:00:00 PM EDT
Changes were made to the following items:		
PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)		
PASS-THRU UNFORSEEN UNDERGROUND CONDITIONS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)		
PASS-THRU PARTS, STRUCTURES, MATERIALS, AND MISCELLANEOUS ITEMS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)		
PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)		

Addendum # 3

Previous End Date	Apr 15, 2021 2:00:00 PM EDT	New End Date	Apr 22, 2021 2:00:00 PM EDT
-------------------	------------------------------------	--------------	------------------------------------

Addendum # 4

Previous End Date	Apr 22, 2021 2:00:00 PM EDT	New End Date	Apr 27, 2021 2:00:00 PM EDT
-------------------	------------------------------------	--------------	------------------------------------

Item Response Form

Item **12504-613--01-01 - Base Bid: MOBILIZATION - NIGHT WORK**
 Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 101-1

Item **12504-613--01-02 - Base Bid: EMERGENCY MOBILIZATION - MOBILIZE WITHIN 24 HR FOR EACH PROJECT**
 Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 101-1

Item **12504-613--01-03 - Base Bid: TRAFFIC CONTROL OFFICER**
 Lot Description **Base Bid**
 Quantity **100 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-14

Item **12504-613--01-04 - Base Bid: WORK ZONE SIGN, FURNISH AND INSTALL**
 Lot Description **Base Bid**
 Quantity **2500 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-60

Item	12504-613--01-05 - Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, CONCRETE, UP TO 30 DAYS
Lot Description	Base Bid
Quantity	1500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-71-11

Item	12504-613--01-06 - Base Bid: BARRIER WALL, TEMPORARY, FURNISH AND INSTALL, WATERFILLED, UP TO 30 DAYS
Lot Description	Base Bid
Quantity	1500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-71-12

Item	12504-613--01-07 - Base Bid: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, FURNISH AND INSTALL
Lot Description	Base Bid
Quantity	5000 day
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-74-1

Item	12504-613--01-08 - Base Bid: CHANNELIZING DEVICE, TYPE III, 6 FEET, FURNISH AND INSTALL
Lot Description	Base Bid
Quantity	1000 day
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-74-2

Item **12504-613--01-09 - Base Bid: TRAFFIC CONES, FURNISH AND INSTALL**

Lot Description **Base Bid**

Quantity **5000 day**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E102-74-9

Item **12504-613--01-10 - Base Bid: ARROW BOARD/ADVANCE WARNING ARROW PANEL, FURNISH AND INSTALL**

Lot Description **Base Bid**

Quantity **50 day**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-76

Item **12504-613--01-11 - Base Bid: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, FURNISH AND INSTALL**

Lot Description **Base Bid**

Quantity **50 day**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-99

Item **12504-613--01-12 - Base Bid: PORTABLE REGULATORY, SIGN, FURNISH AND INSTALL**

Lot Description **Base Bid**

Quantity **25 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 102-150-1

Item **12504-613--01-13 - Base Bid: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT, INCLUDES POWER SOURCE (FDOT PAY I**
 Lot Description **Base Bid**
 Quantity **40 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 40

Description

See description for Light Tower with Power Source in the specifications section

Item **12504-613--01-14 - Base Bid: FDOT CERTIFIED FLAG PERSON (FDOT PAY ITEM NO NA)**
 Lot Description **Base Bid**
 Quantity **1000 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See description for FDOT Flag Person in the specifications section

Item **12504-613--01-15 - Base Bid: ORANGE PLASTIC MESH AND POST(FDOT PAY ITEM NO NA)**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See description for Orange Plastic Mesh and Post in the specifications section

Item **12504-613--01-16 - Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES ⚡ DAILY RATE (FDOT P)**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Steel Traffic Plates for up to 12 FEET Lanes in the specifications section

Item **12504-613--01-17 - Base Bid: FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES ⚡ WEEKLY RATE (FDOT)**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Steel Traffic Plates for up to 12 FEET Lanes in the specifications section

Item **12504-613--01-18 - Base Bid: SEDIMENT BARRIER (SILT FENCE)**

Lot Description **Base Bid**

Quantity **1500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-10-3

Item **12504-613--01-19 - Base Bid: SEDIMENT BASIN/CONTANMENT SYSTEM FOR DEWATERING**

Lot Description **Base Bid**

Quantity **100 day**

Unit Price

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

See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-7

Item **12504-613--01-20 - Base Bid: FLOATING TURBIDITY BARRIER**

Lot Description **Base Bid**

Quantity **2500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-11

Item **12504-613--01-21 - Base Bid: INLET PROTECTION**

Lot Description **Base Bid**

Quantity **500 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 104-18

Item **12504-613--01-22 - Base Bid: SURVEY FIELD WORK AS PERFORMED BY CREW (FDOT PAY ITEM NUMBER NOT APPLICABLE)**

Lot Description **Base Bid**

Quantity **500 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See description for Survey Field Work by Crew in the specifications section

Item **12504-613--01-23 - Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS (FDOT PAY ITEM NUMBER**

Lot Description **Base Bid**

Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Utility Locating and Excavation Test Hole in Green Areas in the specifications section

Item **12504-613--01-24 - Base Bid: UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS (FDOT PAY ITEM NU**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Utility Locating and Excavation Test Hole in Paved Areas in the specifications section

Item **12504-613--01-25 - Base Bid: REGULAR EXCAVATION**
 Lot Description **Base Bid**
 Quantity **1700 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1700

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 120-1

Item **12504-613--01-26 - Base Bid: EMBANKMENT**
 Lot Description **Base Bid**
 Quantity **500 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 120-6

Item **12504-613--01-27 - Base Bid: FLOWABLE FILL**

Lot Description **Base Bid**

Quantity **150 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 150

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 121-70

Item **12504-613--01-28 - Base Bid: SELECT BEDDING MATERIAL**

Lot Description **Base Bid**

Quantity **50 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 125-3

Item **12504-613--01-29 - Base Bid: FILL SAND, FURNISH AND INSTALL**

Lot Description **Base Bid**

Quantity **50 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 142-70

Item **12504-613--01-30 - Base Bid: FDOT PAY ITEM NO 145-1: GEOSYNTHETIC REINFORCED SOIL SLOPE**

Lot Description **Base Bid**

Quantity **5000 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301
Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 145-1

Item **12504-613--01-31 - Base Bid: SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36 INCHES DEEP WITH 1:3 SLOPES OR FL**

Lot Description **Base Bid**

Quantity **10000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10000

Description

See description for Utility Locating and Swale Excavation, Grading and Restoration in the specifications section

Item **12504-613--01-32 - Base Bid: RETRO-REFLECTIVE PAVEMENT MARKERS**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 706-3

Item **12504-613--01-33 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6 INCHES**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-101, 710-11-201, OR 710-11-421

Item **12504-613--01-34 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND RO**

Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-123 OR 710-11-22

Item **12504-613--01-35 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR STOP LINE OR CRO**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-125 OR 710-11-225

Item **12504-613--01-36 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 10-30 OR 3-9 SKIP, 6**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-131 OR 710-11-231

Item **12504-613--01-37 - Base Bid: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE**
 Lot Description **Base Bid**
 Quantity **100 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 710-11-190 OR 710-11-290

Item	12504-613--01-38 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, OR YELLOW, SOLID, 6 INCHES
Lot Description	Base Bid
Quantity	1000 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-1A-BCD

Item	12504-613--01-39 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12 INCHES
Lot Description	Base Bid
Quantity	100 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-11-123

Item	12504-613--01-40 - Base Bid: THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24 INCHES
Lot Description	Base Bid
Quantity	100 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-11-125

Item	12504-613--01-41 - Base Bid: THERMOPLASTIC, REMOVE
Lot Description	Base Bid
Quantity	1000 square foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 711-17

Item **12504-613--01-42 - Base Bid: CURB OR CURB AND GUTTER REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)**
 Lot Description **Base Bid**
 Quantity **1500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

See description for Curb or Curb and Gutter Removal in the specifications section

Item **12504-613--01-43 - Base Bid: REMOVAL OF EXISTING CONCRETE PAVEMENT**
 Lot Description **Base Bid**
 Quantity **3000 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 110-4

Item **12504-613--01-44 - Base Bid: PAVER BLOCK REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)**
 Lot Description **Base Bid**
 Quantity **1500 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

See description for Paver Block Removal in the specifications section

Item **12504-613--01-45 - Base Bid: REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS (FDOT PAY ITEM)**

Lot Description **Base Bid**
 Quantity **150 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 150

Description
 See description for Removal and Disposal of Unsuitable Non-Contaminated Materials in the specifications section

Item **12504-613--01-46 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 5-7.9 INCHES**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-003

Item **12504-613--01-47 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 8-19.9 INCHES**
 Lot Description **Base Bid**
 Quantity **5000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-004

Item **12504-613--01-48 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 20-49.9 INCHES**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-005

Item **12504-613--01-49 - Base Bid: UTILITY PIPE, REMOVE & DISPOSE, 50 INCHES OR LARGER**

Lot Description **Base Bid**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-16-006

Item **12504-613--01-50 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 5-7.9 INCHES**

Lot Description **Base Bid**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-003

Item **12504-613--01-51 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9 INCHES**

Lot Description **Base Bid**

Quantity **300 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-004

Item **12504-613--01-52 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9 INCHES**

Lot Description **Base Bid**

Quantity **200 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-005

Item **12504-613--01-53 - Base Bid: UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 50 INCHES OR LARGER**

Lot Description **Base Bid**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1050-18-006

Item **12504-613--01-54 - Base Bid: STORM/SANITARY STRUCTURE REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)**

Lot Description **Base Bid**

Quantity **200 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 200

Description

See description for Storm/Sanitary Structure Removal in the specifications section

Item **12504-613--01-55 - Base Bid: LIMEROCK REMOVAL TO A DEPTH OF 8 INCHES (FDOT PAY ITEM NUMBER NOT APPLICABLE)**

Lot Description **Base Bid**

Quantity **500 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500

Description

See description for Limerock Removal and Disposal up to 8 INCHES in the specifications section

Item **12504-613--01-56 - Base Bid: SINGLE POST SIGN, REMOVE**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-60

Item **12504-613--01-57 - Base Bid: MILLING EXIST ASPH PAVT, 1 INCH AVG DEPTH, AREA**

Lot Description **Base Bid**

Quantity **2500 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 327-70-1

Item **12504-613--01-58 - Base Bid: CONCRETE SIDEWALK AND DRIVEWAYS, 6 INCHES THICK**

Lot Description **Base Bid**

Quantity **1000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 522-2

Item **12504-613--01-59 - Base Bid: PAVERS, ARCHITECTURAL, ROADWAY**

Lot Description **Base Bid**

Quantity **1500 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 526-1-1

Item **12504-613--01-60 - Base Bid: PAVERS, ARCHITECTURAL, SIDEWALK**

Lot Description **Base Bid**
 Quantity **1500 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 526-1-2

Item **12504-613--01-61 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 3 INCHES**
 Lot Description **Base Bid**
 Quantity **1000 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-9

Item **12504-613--01-62 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 4 INCHES**
 Lot Description **Base Bid**
 Quantity **1000 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-8

Item **12504-613--01-63 - Base Bid: REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 6 INCHES**
 Lot Description **Base Bid**
 Quantity **3000 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 210-1-1

Item **12504-613--01-64 - Base Bid: OPTIONAL BASE, BASE GROUP 04 (6 INCHES LIMEROCK)**
 Lot Description **Base Bid**
 Quantity **2500 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 285-704

Item **12504-613--01-65 - Base Bid: TEMPORARY PATCH USING COLD ASPHALTIC MIX, FURNISH AND INSTALL**
 Lot Description **Base Bid**
 Quantity **100 cubic foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 100

Description

See description for Temporary Cold Patch Asphalt up to 8 INCHES in the specifications section

Item **12504-613--01-66 - Base Bid: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E**
 Lot Description **Base Bid**
 Quantity **500 ton**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1-15

Item **12504-613--01-67 - Base Bid: MISCELLANEOUS ASPHALT PAVEMENT**
 Lot Description **Base Bid**
 Quantity **100 ton**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 339-1

Item **12504-613--01-68 - Base Bid: CONCRETE CURB & GUTTER, TYPE E**

Lot Description **Base Bid**

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-1-7

Item **12504-613--01-69 - Base Bid: CONCRETE CURB & GUTTER, TYPE F**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-1-10

Item **12504-613--01-70 - Base Bid: CONCRETE CURB, TYPE D**

Lot Description **Base Bid**

Quantity **2500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-2-4

Item **12504-613--01-71 - Base Bid: VALLEY GUTTER- CONCRETE**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 520-3

Item **12504-613--01-72 - Base Bid: DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, FURNISH AND INSTALL**
 Lot Description **Base Bid**
 Quantity **500 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 527-2

Item **12504-613--01-73 - Base Bid: ADA COMPLIANT CURB RAMP (FDOT PAY ITEM NO NA)**
 Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

See description for ADA Ramp in the specifications section

Item **12504-613--01-74 - Base Bid: DITCH BOTTOM TYPE C (INDEX 232) LESS THAN 10 FEET**
 Lot Description **Base Bid**
 Quantity **100 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-52

Item **12504-613--01-75 - Base Bid: DITCH BOTTOM TYPE D (INDEX 232) LESS THAN 10 FEET**

Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-54

Item **12504-613--01-76 - Base Bid: DITCH BOTTOM TYPE E (INDEX 232) LESS THAN 10 FEET**
 Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-55

Item **12504-613--01-77 - Base Bid: DITCH BOTTOM TYPE F (INDEX 233) LESS THAN 10 FEET**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-56

Item **12504-613--01-78 - Base Bid: DITCH BOTTOM TYPE G (INDEX 233) LESS THAN 10 FEET**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-1-57

Item **12504-613--01-79 - Base Bid: TYPE  CATCH BASIN 24X36 INCHES LESS THAN 10 FEET (FDOT PAY ITEM NUMBER NOT**

Lot Description **Base Bid**

Quantity **30 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 30

Description
 See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-80 - Base Bid: LARGE RECTANGULAR TYPE  CATCH BASINS WITH TOP SLABS 4X4 FEET OR TYPE INCHE SC**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-81 - Base Bid: LARGE RECTANGULAR TYPE  CATCH BASINS WITH TOP SLABS 5X5 FEET OR TYPE INCHE SC**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-82 - Base Bid: LARGE RECTANGULAR TYPE  CATCH BASINS WITH TOP SLABS 6X6 FEET OR TYPE INCHE SC**

Lot Description **Base Bid**

Quantity **1 each**

Unit Price

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

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-83 - Base Bid: LARGE RECTANGULAR TYPE  C  CATCH BASINS WITH TOP SLABS 8X8 FEET LESS THAN 10 FE**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-84 - Base Bid: LARGE RECTANGULAR TYPE  C  CATCH BASINS WITH TOP SLABS 4X6 FEET LESS THAN 10 FE**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-85 - Base Bid: LARGE RECTANGULAR TYPE  C  CATCH BASINS WITH TOP SLABS 4X8 FEET LESS THAN 10 FE**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-86 - Base Bid: STORM MANHOLE TYPE M-4 (48 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-87 - Base Bid: STORM MANHOLE TYPE M-5 (60 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description
 See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-88 - Base Bid: STORM MANHOLE TYPE M-6 (72 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description
 See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-89 - Base Bid: STORM MANHOLE TYPE M-7 (84 INCHES ROUND) LESS THAN 10 FEET (FDOT PAY ITEM NUM**

Lot Description **Base Bid**

Quantity **3 each**

Unit Price

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

See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-90 - Base Bid: 18 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB**

Lot Description **Base Bid**

Quantity **20 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-91 - Base Bid: 24 INCHES ADS DRAIN BASIN OR APPROVED EQUAL (FDOT PAY ITEM NUMBER NOT APPLICAB**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-92 - Base Bid: 8 INCHES TRENCH DRAIN WITH GRATE 6452 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER N**

Lot Description **Base Bid**

Quantity **10 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-93 - Base Bid: 10 INCHES TRENCH DRAIN WITH GRATE 6453 OR APPROVED EQUAL (FDOT PAY**

ITEM NUMBE

Lot Description **Base Bid**
 Quantity **50 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-94 - Base Bid: 12 INCHES TRENCH DRAIN WITH GRATE 6454 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER**
 Lot Description **Base Bid**
 Quantity **125 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 125

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-95 - Base Bid: 15 INCHES TRENCH DRAIN WITH GRATE 6455 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-96 - Base Bid: 18 INCHES TRENCH DRAIN WITH GRATE 6456 OR APPROVED EQUAL (FDOT PAY ITEM NUMBER**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications

Fort Lauderdale FL 33301

Qty 100

Description

See description for Catch Basins/Manholes/ADS Drains/Trench Drains in the specifications section

Item **12504-613--01-97 - Base Bid: INLETS, ADJUST**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-4

Item **12504-613--01-98 - Base Bid: MANHOLE, ADJUST**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-5

Item **12504-613--01-99 - Base Bid: VALVE BOXES, ADJUST**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-6

Item **12504-613--01-100 - Base Bid: DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Qty 50

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-8

Item **12504-613--01-101 - Base Bid: DRAINAGE STRUCTURE MODIFY**
 Lot Description **Base Bid**
 Quantity **100 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-11

Item **12504-613--01-102 - Base Bid: INLETS RELOCATING**
 Lot Description **Base Bid**
 Quantity **25 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-71

Item **12504-613--01-103 - Base Bid: MANHOLES AND INLETS CLEANING AND SEALING, LESS THAN 10 FEET**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 425-74-1

Item **12504-613--01-104 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL**

Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See description for Pipe Culvert Installation in the specifications section

Item **12504-613--01-105 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, LESS THAN 12 INCHES STORM DRAIN (INSTALL**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See description for Pipe Culvert Installation in the specifications section

Item **12504-613--01-106 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-112, 430-174-115

Item **12504-613--01-107 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12 INCHES, 15 INCHES STORM DRAIN (INSTAL**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-112, 430-174-115

Item	12504-613--01-108 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL
Lot Description	Base Bid
Quantity	2000 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-118, 430-174-124

Item	12504-613--01-109 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18 INCHES, 24 INCHES STORM DRAIN (INSTAL
Lot Description	Base Bid
Quantity	2000 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-118, 430-174-124

Item	12504-613--01-110 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL
Lot Description	Base Bid
Quantity	1500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-130, 430-174-136

Item	12504-613--01-111 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30 INCHES, 36 INCHES STORM DRAIN (INSTAL
Lot Description	Base Bid
Quantity	1500 linear foot

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-130, 430-174-136

Item **12504-613--01-112 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-142, 430-174-148

Item **12504-613--01-113 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42 INCHES, 48 INCHES STORM DRAIN (INSTAL**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-142, 430-174-148

Item **12504-613--01-114 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL**

Lot Description **Base Bid**

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-154, 430-174-160

Item **12504-613--01-115 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54 INCHES, 60 INCHES STORM DRAIN (INSTAL**

Lot Description **Base Bid**

Quantity **400 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 400

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-154, 430-174-160

Item **12504-613--01-116 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES**

Lot Description **Base Bid**

Quantity **250 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 250

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-215 OR 430-174-218

Item **12504-613--01-117 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15 INCHES, 18 INCHES**

Lot Description **Base Bid**

Quantity **250 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 250

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-215 OR 430-174-218

Item **12504-613--01-118 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24 INCHES**

Lot Description **Base Bid**

Quantity **200 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-224

Item **12504-613--01-119 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 24 INCHES**
 Lot Description **Base Bid**
 Quantity **200 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-224

Item **12504-613--01-120 - Base Bid: PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES**
 Lot Description **Base Bid**
 Quantity **150 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 150

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-230 OR 430-174-236

Item **12504-613--01-121 - Base Bid: PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 30 INCHES, 36 INCHES**
 Lot Description **Base Bid**
 Quantity **150 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 150

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-174-230 OR 430-174-236

Item **12504-613--01-122 - Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 10 INCHES TO 24 INCHES, STORM SEWER**

Lot Description **Base Bid**

Quantity **150 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 150

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-23, 430-821-25, OR 430-821-29

Item **12504-613--01-123 - Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 30 INCHES, 36 INCHES, STORM SEWER**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-33 OR 430-821-38

Item **12504-613--01-124 - Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 42 INCHES, 48 INCHES, STORM SEWER**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-40 OR 430-821-41

Item **12504-613--01-125 - Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, 54 INCHES, 60 INCHES, STORM SEWER**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-42 OR 430-821-43

Item **12504-613--01-126 - Base Bid: CLEANING & SEALING EXISTING PIPE JOINT, >60 INCHES, STORM SEWER**
 Lot Description **Base Bid**
 Quantity **25 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-821-61

Item **12504-613--01-127 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 12 INCHES, 15 INCHES,18 INCHES**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-121, 430-982-123, OR 430-982-12

Item **12504-613--01-128 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 24 INCHES**
 Lot Description **Base Bid**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-129

Item **12504-613--01-129 - Base Bid: MITERED END SECTION, OPTIONAL ROUND, 30 INCHES,36 INCHES**

Lot Description **Base Bid**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-982-133 OR 430-982-138

Item **12504-613--01-130 - Base Bid: FRENCH DRAIN, LESS THAN 12 INCHES**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See description for French Drain in the specifications section

Item **12504-613--01-131 - Base Bid: FRENCH DRAIN, 12 TO 18 INCHES**
 Lot Description **Base Bid**
 Quantity **3500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 443-70-3

Item **12504-613--01-132 - Base Bid: FRENCH DRAIN, 24 INCHES**
 Lot Description **Base Bid**
 Quantity **1000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 443-70-4

Item **12504-613--01-133 - Base Bid: STORM SEWER INSPECTION (VIDEO CAMERA)**
 Lot Description **Base Bid**
 Quantity **5000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E432-4

Item **12504-613--01-134 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 0-24 INCH PIPES**
 Lot Description **Base Bid**
 Quantity **1000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-1

Item **12504-613--01-135 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 25-36 INCH PIPES**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-2

Item **12504-613--01-136 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 37-48 INCH PIPES**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications

Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-3

Item **12504-613--01-137 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 49-60 INCHES PIPES**

Lot Description **Base Bid**

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-4

Item **12504-613--01-138 - Base Bid: OUTFALL BARNACLE REMOVAL FOR 61 INCHES AND GREATER PIPES**

Lot Description **Base Bid**

Quantity **250 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 250

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-95-5

Item **12504-613--01-139 - Base Bid: CONCRETE COLLAR AT JOINTS FOR CONNECTING DISSIMILAR TYPES OF PIPE AND CONCRETE P**

Lot Description **Base Bid**

Quantity **200 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 200

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-96

Item **12504-613--01-140 - Base Bid: PIPE LINER, SLIP LINER, 0-24 INCHES**

Lot Description **Base Bid**

Quantity **2000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-32

Item **12504-613--01-141 - Base Bid: PIPE LINER, SLIP LINER, 25-36 INCHES**
 Lot Description **Base Bid**
 Quantity **1000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-33

Item **12504-613--01-142 - Base Bid: PIPE LINER, SLIP LINER, 37-48 INCHES**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-34

Item **12504-613--01-143 - Base Bid: PIPE LINER, SLIP LINER, 49-60 INCHES**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-35

Item **12504-613--01-144 - Base Bid: PIPE LINER, SLIP LINER, 61 INCHES AND GREATER**
 Lot Description **Base Bid**

Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 431-1-36

Item **12504-613--01-145 - Base Bid: BALLAST ROCK, FRENCH DRAIN AGGREGATE, FURNISH AND INSTALL**
 Lot Description **Base Bid**
 Quantity **100 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for French Drain Aggregate in the specifications section

Item **12504-613--01-146 - Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH NO OUTFLOW**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-74-1

Item **12504-613--01-147 - Base Bid: DEEP WELL INJECTION BOX, STRUCTURE WITH OUTFLOW**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-74-1

Item **12504-613--01-148 - Base Bid: DEEP WELL OPEN HOLE , 24 INCHES**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-70-11

Item **12504-613--01-149 - Base Bid: DEEP WELL CASING**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-11

Item **12504-613--01-150 - Base Bid: (0-23 INCHES) DEEP WELL CLEANING**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-10

Item **12504-613--01-151 - Base Bid: (24 INCHES) DEEP WELL CLEANING**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-11

Item **12504-613--01-152 - Base Bid: (25 INCHES AND GREATER) DEEP WELL CLEANING**

Lot Description **Base Bid**

Quantity **2000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 444-71-12

Item **12504-613--01-153 - Base Bid: SHEET PILING, STEEL TEMPORARY-CRITICAL**

Lot Description **Base Bid**

Quantity **1500 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 455-133-2

Item **12504-613--01-154 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 0-24 INCHES P**

Lot Description **Base Bid**

Quantity **2500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-1

Item **12504-613--01-155 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 24-36 INCHES**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-2

Item **12504-613--01-156 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 37-48 INCHES**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-3

Item **12504-613--01-157 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 49-60 INCHES**

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-4

Item **12504-613--01-158 - Base Bid: STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 61 INCHES OR**

Lot Description **Base Bid**

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO E430-94-5

Item **12504-613--01-159 - Base Bid: WELL POINT SYSTEM COMPLETE, 4 INCHES PUMP, FURNISH AND INSTALL**

(FDOT PAY ITEM

Lot Description **Base Bid**
 Quantity **100 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Well Point Dewatering System in the specifications section

Item **12504-613--01-160 - Base Bid: WELL POINT SYSTEM COMPLETE, 6 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM)**
 Lot Description **Base Bid**
 Quantity **40 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 40

Description
 See description for Well Point Dewatering System in the specifications section

Item **12504-613--01-161 - Base Bid: WELL POINT SYSTEM COMPLETE, 8 INCHES PUMP, FURNISH AND INSTALL (FDOT PAY ITEM)**
 Lot Description **Base Bid**
 Quantity **20 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description
 See description for Well Point Dewatering System in the specifications section

Item **12504-613--01-162 - Base Bid: BY-PASS PUMP 4 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)**
 Lot Description **Base Bid**
 Quantity **200 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 200

Description

See description for By-pass Pump in the specifications section

Item **12504-613--01-163 - Base Bid: BY-PASS PUMP 6 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)**
 Lot Description **Base Bid**
 Quantity **80 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 80

Description

See description for By-pass Pump in the specifications section

Item **12504-613--01-164 - Base Bid: BY-PASS PUMP 8 INCHES, FURNISH AND INSTALL (FDOT PAY ITEM NO NA)**
 Lot Description **Base Bid**
 Quantity **40 day**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 40

Description

See description for By-pass Pump in the specifications section

Item **12504-613--01-165 - Base Bid: 8 TO 12 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INST**
 Lot Description **Base Bid**
 Quantity **200 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 200

Description

See description for Drainage Line Plugs in the specifications section

Item **12504-613--01-166 - Base Bid: 15-24 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL**
 Lot Description **Base Bid**
 Quantity **150 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 150

Description
 See description for Drainage Line Plugs in the specifications section

Item **12504-613--01-167 - Base Bid: 30-42 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL**
 Lot Description **Base Bid**
 Quantity **100 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Drainage Line Plugs in the specifications section

Item **12504-613--01-168 - Base Bid: 48-60 INCHES PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTAL**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Drainage Line Plugs in the specifications section

Item **12504-613--01-169 - Base Bid: 60 INCHES AND ABOVE PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDE**
 Lot Description **Base Bid**
 Quantity **25 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description
 See description for Drainage Line Plugs in the specifications section

Item **12504-613--01-170 - Base Bid: RIPRAP, SAND-CEMENT**
 Lot Description **Base Bid**
 Quantity **25 cubic yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-1

Item **12504-613--01-171 - Base Bid: RIPRAP- RUBBLE, BANK AND SHORE**
 Lot Description **Base Bid**
 Quantity **5 ton**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-3-3

Item **12504-613--01-172 - Base Bid: RIPRAP, RUBBLE, FURNISH AND INSTALL, DITCH LINING**
 Lot Description **Base Bid**
 Quantity **5 ton**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 530-3-4

Item **12504-613--01-173 - Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)**
 Lot Description **Base Bid**
 Quantity **2000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

See description for Fencing and Gates in the specifications section

Item	12504-613--01-174 - Base Bid: STANDARD 6 FOOT CHAIN LINK FENCE GATE OPENING, SINGLE, 0-6 (FDOT PAY ITEM NUM
Lot Description	Base Bid
Quantity	10 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 10

Description

See description for Fencing and Gates in the specifications section

Item	12504-613--01-175 - Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE (FDOT PAY ITEM NUMBER NOT AP
Lot Description	Base Bid
Quantity	1000 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1000

Description

See description for Fencing and Gates in the specifications section

Item	12504-613--01-176 - Base Bid: STANDARD 6 FOOT WOOD PANEL PRESSURE-TREATED FENCE GATE OPENING, SINGLE, 0-6 (FD
Lot Description	Base Bid
Quantity	5 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 5

Description

See description for Fencing and Gates in the specifications section

Item	12504-613--01-177 - Base Bid: STANDARD 6 FOOT VINYL FENCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See description for Fencing and Gates in the specifications section

Item **12504-613--01-178 - Base Bid: STANDARD 6 FOOT VINYL FENCE GATE OPENING, SINGLE, 0-6 (FDOT PAY ITEM NUMBER N**
 Lot Description **Base Bid**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description
 See description for Fencing and Gates in the specifications section

Item **12504-613--01-179 - Base Bid: FDOT PAY ITEM NO 550-60-211: FENCE GATE, TYPE B, SINGLE, 0-6.0 FEET OPENING**
 Lot Description **Base Bid**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 550-60-211

Item **12504-613--01-180 - Base Bid: FDOT PAY ITEM NO 550-60-212, 550-60-213, OR 550-60-214: FENCE GATE, TYPE B, SI**
 Lot Description **Base Bid**
 Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description
 See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 550-60-212, 550-60-213, OR 550-60-214

Item **12504-613--01-181 - Base Bid: ADDITIONAL LABORER (FDOT PAY ITEM NUMBER NOT APPLICABLE)**
 Lot Description **Base Bid**
 Quantity **5000 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 5000

Description
 See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-182 - Base Bid: MASTER ELECTRICIAN (FDOT PAY ITEM NUMBER NOT APPLICABLE)**
 Lot Description **Base Bid**
 Quantity **100 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 100

Description
 See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-183 - Base Bid: DIVER (REGULAR TIME) (FDOT PAY ITEM NUMBER NOT APPLICABLE)**
 Lot Description **Base Bid**
 Quantity **50 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50

Description
 See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-184 - Base Bid: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVE**
 Lot Description **Base Bid**
 Quantity **50 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications

Fort Lauderdale FL 33301

Qty 50

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-185 - Base Bid: SERVICE TRUCK & OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS, 4 HR MINIMUM CHAR**

Lot Description **Base Bid**

Quantity **100 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-186 - Base Bid: BUCKET TRUCK & OPERATOR, 50 FT REACH, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBE**

Lot Description **Base Bid**

Quantity **100 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-187 - Base Bid: D3 OR D5 DOZER & OPERATOR (FDOT PAY ITEM NUMBER NOT APPLICABLE)**

Lot Description **Base Bid**

Quantity **100 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-188 - Base Bid: CRANE & OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4 HR MINIMUM CH**

Lot Description **Base Bid**

Quantity **100 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-189 - Base Bid: VAC TRUCK, 3-PERSON CREW, 4 HR MINIMUM CHARGE (FDOT PAY ITEM NUMBER NOT APPLIC)**
 Lot Description **Base Bid**
 Quantity **100 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-190 - Base Bid: SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM, 4 HR MINIMUM CHARGE (FDOT PAY IT**
 Lot Description **Base Bid**
 Quantity **100 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Miscellaneous Hourly Rates in the specifications section

Item **12504-613--01-191 - Base Bid: BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM, 4 HR MINIMUM CHARGE (FDOT PAY**
 Lot Description **Base Bid**
 Quantity **100 hourly rate**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See description for Miscellaneous Hourly Rates in the specifications section

Item	12504-613--01-192 - Base Bid: DUMP TRUCK & OPERATOR, SINGLE-AXLE, 5 cubic yard MINIMUM CAPACITY, 4 HR MINIMUM
Lot Description	Base Bid
Quantity	100 hourly rate
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 100

Description
See description for Miscellaneous Hourly Rates in the specifications section

Item	12504-613--01-193 - Base Bid: ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW (FDOT PAY ITEM NUMBER NOT APPLI
Lot Description	Base Bid
Quantity	24 hourly rate
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 24

Description
See description for Miscellaneous Hourly Rates in the specifications section

Item	12504-613--01-194 - Base Bid: CERTIFIED ARBORIST (FDOT PAY ITEM NUMBER NOT APPLICABLE)
Lot Description	Base Bid
Quantity	10 hourly rate
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 10

Description
See description for Miscellaneous Hourly Rates in the specifications section

Item	12504-613--01-195 - Base Bid: SINGLE POST SIGN, INSTALL
Lot Description	Base Bid
Quantity	50 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-40

Item **12504-613--01-196 - Base Bid: SINGLE POST SIGN, RELOCATE**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 700-1-50

Item **12504-613--01-197 - Base Bid: FIRE HYDRANT, ADJUST AND MODIFY**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1644-700

Item **12504-613--01-198 - Base Bid: FIRE HYDRANT, RELOCATE**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 1644-800

Item **12504-613--01-199 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 10 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I**
 Lot Description **Base Bid**

Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

Item **12504-613--01-200 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 12-INCH -15 I**
 Lot Description **Base Bid**
 Quantity **100 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

Item **12504-613--01-201 - Base Bid: POLLUTION RETARDANT BAFFLE WITH 12 INCHES CLEANOUT ACCESS TO COVER 18-INCH -24 I**
 Lot Description **Base Bid**
 Quantity **100 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Pollution Retardant Baffle with Cleanout Access in the specifications section

Item **12504-613--01-202 - Base Bid: FURNISH AND INSTALL 10 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-203 - Base Bid: FURNISH AND INSTALL 12 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-204 - Base Bid: FURNISH AND INSTALL 15 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-205 - Base Bid: FURNISH AND INSTALL 18 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-206 - Base Bid: FURNISH AND INSTALL 24 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **25 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-207 - Base Bid: FURNISH AND INSTALL 30 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**
 Lot Description **Base Bid**
 Quantity **25 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-208 - Base Bid: FURNISH AND INSTALL 36 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**
 Lot Description **Base Bid**
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-209 - Base Bid: FURNISH AND INSTALL 42 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-210 - Base Bid: FURNISH AND INSTALL 48 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-211 - Base Bid: FURNISH AND INSTALL 54 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-212 - Base Bid: FURNISH AND INSTALL 60 INCHES INLINE WASTOP CHECK VALVES WITH ALL FITTINGS OR A**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See description for Inline Tidal Check Valve: WAPRO or Approved Equal in the specifications section

Item **12504-613--01-213 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI**

Lot Description **Base Bid**

Quantity **20 each**

Unit Price

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

See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

See description for Aluminum Manatee Grate in the specifications section

Item **12504-613--01-214 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description

See description for Aluminum Manatee Grate in the specifications section

Item **12504-613--01-215 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Aluminum Manatee Grate in the specifications section

Item **12504-613--01-216 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO 230 WITH ALL FITTI**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Aluminum Manatee Grate in the specifications section

Item **12504-613--01-217 - Base Bid: FURNISH AND INSTALL ALUMINUM MANATEE GRATE PER FDOT INDEX NO**

230 WITH ALL FITTI

Lot Description **Base Bid**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description
 See description for Aluminum Manatee Grate in the specifications section

Item **12504-613--01-218 - Base Bid: FURNISH AND INSTALL 8 TO 15 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEA**
 Lot Description **Base Bid**
 Quantity **40 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 40

Description
 See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613--01-219 - Base Bid: FURNISH AND INSTALL 18 TO 24 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE**
 Lot Description **Base Bid**
 Quantity **25 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description
 See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613--01-220 - Base Bid: FURNISH AND INSTALL 30 TO 36 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE**
 Lot Description **Base Bid**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications

Fort Lauderdale FL 33301

Qty 5

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613--01-221 - Base Bid: FURNISH AND INSTALL 42 TO 48 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613--01-222 - Base Bid: FURNISH AND INSTALL 54 TO 60 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SE**

Lot Description **Base Bid**

Quantity **3 each**

Unit Price

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

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613--01-223 - Base Bid: FURNISH AND INSTALL 61 INCH AND ABOVE DRAINAGE OUTFALLS BY CORE DRILLING EXISTIN**

Lot Description **Base Bid**

Quantity **3 each**

Unit Price

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

Description

See description for Core Drill Existing Seawall Outfalls in the specifications section

Item **12504-613--01-224 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR PIPES 8 INCHES AND UNDER (FDOT PAY ITEM)**

Lot Description **Base Bid**
 Quantity **50 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Pipe Bursting in the specifications section

Item **12504-613--01-225 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 10 INCHES PIPES (FDOT PAY ITEM NUMBER NO**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See description for Pipe Bursting in the specifications section

Item **12504-613--01-226 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 12 INCHES PIPES (FDOT PAY ITEM NUMBER NO**
 Lot Description **Base Bid**
 Quantity **1000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description
 See description for Pipe Bursting in the specifications section

Item **12504-613--01-227 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 15 INCHES PIPES (FDOT PAY ITEM NUMBER NO**
 Lot Description **Base Bid**
 Quantity **1500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

See description for Pipe Bursting in the specifications section

Item	12504-613--01-228 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 18 INCHES PIPES (FDOT PAY ITEM NUMBER NO
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 500

Description

See description for Pipe Bursting in the specifications section

Item	12504-613--01-229 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 24 INCHES PIPES (FDOT PAY ITEM NUMBER NO
Lot Description	Base Bid
Quantity	300 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 300

Description

See description for Pipe Bursting in the specifications section

Item	12504-613--01-230 - Base Bid: FURNISH AND INSTALL PIPE BURSTING FOR 30 INCHES PIPES (FDOT PAY ITEM NUMBER NO
Lot Description	Base Bid
Quantity	200 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 200

Description

See description for Pipe Bursting in the specifications section

Item	12504-613--01-231 - Base Bid: DIRECTIONAL BORE, 10 INCHES OR LESS
Lot Description	Base Bid
Quantity	500 linear foot
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See description for Directional Bore in the specifications section

Item **12504-613--01-232 - Base Bid: DIRECTIONAL BORE, 12 INCHES**
 Lot Description **Base Bid**
 Quantity **500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-112

Item **12504-613--01-233 - Base Bid: DIRECTIONAL BORE, 15 INCHES**
 Lot Description **Base Bid**
 Quantity **1500 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-115

Item **12504-613--01-234 - Base Bid: DIRECTIONAL BORE, 18 INCHES**
 Lot Description **Base Bid**
 Quantity **1000 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-118

Item **12504-613--01-235 - Base Bid: DIRECTIONAL BORE, 24 INCHES**
 Lot Description **Base Bid**

Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-124

Item **12504-613--01-236 - Base Bid: DIRECTIONAL BORE, 30 INCHES**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-130

Item **12504-613--01-237 - Base Bid: DIRECTIONAL BORE, 36 INCHES**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-136

Item **12504-613--01-238 - Base Bid: DIRECTIONAL BORE, 42 INCHES**
 Lot Description **Base Bid**
 Quantity **100 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 430-185-142

Item **12504-613--01-239 - Base Bid: FERTILIZER 40 LB. BAG, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABL**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description
 See description for Fertilizer in the specifications section

Item **12504-613--01-240 - Base Bid: ROOT BARRIER, FURNISH AND INSTALL (FDOT PAY ITEM NUMBER NOT APPLICABLE)**

Lot Description **Base Bid**

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description
 See description for Root Barrier in the specifications section

Item **12504-613--01-241 - Base Bid: TREE REMOVAL, 0-12 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NUMBE**

Lot Description **Base Bid**

Quantity **200 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 200

Description
 See description for Tree Removal in the specifications section

Item **12504-613--01-242 - Base Bid: TREE REMOVAL, 12.1-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU**

Lot Description **Base Bid**

Quantity **100 each**

Unit Price

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

Fort Lauderdale FL 33301

Qty 100

Description

See description for Tree Removal in the specifications section

Item	12504-613--01-243 - Base Bid: TREE REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU
Lot Description	Base Bid
Quantity	50 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

See description for Tree Removal in the specifications section

Item	12504-613--01-244 - Base Bid: TREE REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY ITEM NU
Lot Description	Base Bid
Quantity	5 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 5

Description

See description for Tree Removal in the specifications section

Item	12504-613--01-245 - Base Bid: TREE REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I
Lot Description	Base Bid
Quantity	2 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2

Description

See description for Tree Removal in the specifications section

Item	12504-613--01-246 - Base Bid: STUMP GRINDING/REMOVAL, 0-24 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PAY I
------	--

Lot Description **Base Bid**
 Quantity **100 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description
 See description for Stump Grinding-Removal in the specifications section

Item **12504-613--01-247 - Base Bid: STUMP GRINDING/REMOVAL, 24.1-48 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description
 See description for Stump Grinding-Removal in the specifications section

Item **12504-613--01-248 - Base Bid: STUMP GRINDING/REMOVAL, 48.1-60 INCHES TRUNK DIAMETER AT BREAST HEIGHT (FDOT PA**
 Lot Description **Base Bid**
 Quantity **10 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description
 See description for Stump Grinding-Removal in the specifications section

Item **12504-613--01-249 - Base Bid: STUMP GRINDING/REMOVAL, GREATER THAN 60 INCHES TRUNK DIAMETER AT BREAST HEIGHT**
 Lot Description **Base Bid**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

See description for Stump Grinding-Removal in the specifications section

Item	12504-613--01-250 - Base Bid: HEDGES AND SHRUBS REMOVAL (FDOT PAY ITEM NUMBER NOT APPLICABLE)
Lot Description	Base Bid
Quantity	2000 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2000

Description

See description for Tree Removal in the specifications section

Item	12504-613--01-251 - Base Bid: BAHIA SOD (FDOT PAY ITEM NUMBER NOT APPLICABLE)
Lot Description	Base Bid
Quantity	200 square yard
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 200

Description

See description for Sod in the specifications section

Item	12504-613--01-252 - Base Bid: FDOT PAY ITEM NO 570-1-2: PERFORMANCE TURF, SOD (ST AUGUSTINE, CENTIPEDE, FLOR)
Lot Description	Base Bid
Quantity	5000 square yard
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 5000

Description

See Florida Department of Transportation (FDOT) Basis of Estimates Manual for description: FDOT Pay Item NO 570-1-2

Item	12504-613--01-253 - Base Bid: FDOT PAY ITEM NO NA: SALT TOLERANT TURF, SOD (SEASHORE PASPALUM OR APPROVED EQ)
Lot Description	Base Bid
Quantity	2000 square yard
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

See description for Sod in the specifications section

Item **12504-613--01-254 - Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 3-GALLON CONTAINER (F**
 Lot Description **Base Bid**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

Item **12504-613--01-255 - Base Bid: HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-GALLON CONTAINER (F**
 Lot Description **Base Bid**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

Item **12504-613--01-256 - Base Bid: COMMON PALM SPECIES (BISMARK, DATE, SILVER, CHRISTMAS, ROYAL, THATCH, CABBAGE AN**
 Lot Description **Base Bid**
 Quantity **50 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

Item **12504-613--01-257 - Base Bid: COMMON TREE SPECIES (LIVE OAK, WILD TAMARIND, GREEN OR SILVER
BUTTONWOOD, BALD O**

Lot Description **Base Bid**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

See description for Hedge-Tree-Palm Replacement in the specifications section

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

BID NO. 12504-613

PROJECT NO. 12220

**ANNUAL CONSTRUCTION OF
GENERAL STORMWATER
INFRASTRUCTURE**



**RARES V. PETRICA
SENIOR PROJECT MANAGER**

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

TABLE OF CONTENTS

<u>Description</u>	<u>Pages</u>
I. BID INFORMATION	
Invitation to Bid	ITB-1 thru ITB-3
Instruction to Bidders	IB-1 thru IB-7
General Conditions	GC-1 thru GC-11
Special Conditions	SC-1 thru SC-8
II. CONSTRUCTION AGREEMENT (SAMPLE).....	C-1 thru C-38
III. DETAILED SPECIFICATIONS	16

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

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

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **THURSDAY, APRIL 8, 2021**, and opened online immediately thereafter for **BID NO.,12504-613, PROJECT NO., 12220, ANNUAL CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE.**

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

[Join Zoom Meeting](#)

Phone one-tap: US: +16692545252,,1610225445#,1#,277413# or +16468287666,,1610225445#,1#,277413#

Meeting URL: <https://fortlauderdale.zoomgov.com/j/1610225445?pwd=cmJ4emU5Mm5nSkVqQXUrY3VnR1FqZz09>

Meeting ID: 161 022 5445

Password: 277413

Join by Telephone

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

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

Meeting ID:161 022 5445

Password:277413

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

This Project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

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

Drawing Plans: There are no drawing plans for this Project.

Licensing Requirements: Possession of Underground contractor’s licenses is required for this Project.

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

However, it will be the sole responsibility of the bidder to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **TEN percent (10%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Bid Bonds:

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

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

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

Certified Checks, Cashier's Checks and Bank Drafts:

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

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

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

For information concerning technical specifications, please utilize the Question/Answer platform provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired 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 addenda have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The complete protest ordinance may be found on the City's website at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

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

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

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

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

COPIES OF DRAWING PLANS - There are no drawing plans for this Project.

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2020), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and 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 Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOBBYING ACTIVITIES - ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

GENERAL CONDITIONS

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

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

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

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

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

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

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract.

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

"Contractor" – shall mean the successful Bidder who has been employed by the City to perform the construction and related services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

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

"Engineer" - shall include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a City employee or a consultant hired by the City.

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

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

"Notice" - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

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

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

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

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

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

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

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

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

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

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

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

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

2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

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

GC- 04 – CONSTRUCTION RESOURCES – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

GC - 05 - CONTROL OF THE WORK - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

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

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

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

GC - 07 - QUANTITIES - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the Public Works Director or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC - 08 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 09 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

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

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to proceeding with the Work.

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

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

GC - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

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

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

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

GC - 14 - SAFEGUARDING MARKS - The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

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

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

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

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

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

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

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

GC - 22 - JOB DESCRIPTION SIGNS - Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

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

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

GC - 23 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

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

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

GC - 25 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

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

GC - 26 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the City's satisfaction.-

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

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

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

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

GC - 29 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 30 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road

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

GC - 31 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager .

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

GC - 32 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 33 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

GC - 34 - LOCATION OF UNDERGROUND FACILITIES - If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

GC - 35 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

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

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

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: (954) 828-5002

Mailing Address: City Clerk's Office
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301-1016

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SPECIAL CONDITIONS

01. PURPOSE

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

02. TRANSACTION FEES

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

03. SUBMISSION OF BIDS

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

04. INFORMATION OR CLARIFICATION

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

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

05. CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date specified in the Notice to Proceed given by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **N/A** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date, and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or **four (4) years** from effective date of the Agreement, whichever comes first. All task orders issued before the contract termination must be completed under this Contract even if the contract has expired.

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 bid items.

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

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

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

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

Underground contractor's licenses, bonded and insured.

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor must have extensive experience with underground infrastructure replacement, specifically storm water pipe, structures, pavement restoration, concrete work, tidal valve installation and landscape installation and removal. Additionally, the contractor shall have previous construction experience in storm water infrastructure projects, in the State of Florida within the last ten (10) years. Bidder shall submit proof of construction experience for a minimum of three (3) storm water infrastructure projects with a construction budget of \$500,000 (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

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

09. BID ALLOWANCE

There are no allowances for this Project.

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

Insurance

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Contractor's Pollution Liability Coverage

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

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

Workers' Compensation and Employer's Liability

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

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

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

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

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

11. **PERFORMANCE AND PAYMENT BOND:** 100%

Number of awards anticipated: 7

The City may award up to **seven (7)** contracts to responsive and responsible contractors providing the lowest bid amounts in sequential order. The selected contractors will receive Task Orders during the effective term of the contract. Each Task Order shall require surety bonds equal to 100% of the Task Order total. (See complete Performance bond requirements under Article 10 of the Sample Agreement).

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as **Rares V. Petrica**, whose address is **101 NE 3rd Avenue Suite 1410, Fort Lauderdale, Florida 33301-1016**, telephone number: **(954) 828-6720**, and e-mail address is **rpetrica@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work of an executed task order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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

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

Payment Card Industry (PCI) Compliance

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

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

15. WORK SCHEDULE (including overtime hours):

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

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

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

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

THIS Agreement made and entered into this _____ day of _____, 2021, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and _____, a Florida _____ Company/Corporation (Contractor), (Party or collectively Parties);

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

- 1.7 Change Order - A change order is defined as a written order to the Contractor approved by the City, authorizing a revision of an underlying agreement between the City and the Contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, Task Orders, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor’s response to the City’s Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed and each subsequent Task Order.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.

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

- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run. Contractor will immediately commence work upon receipt of the Notice to Proceed. Task Orders executed under this Contract will contain set timeframes in which the Task Order work shall be started and completed.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and/or are referred to in the Contract Documents and/or Task Orders.
- 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 and each executed Task Order.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Task Order – A written agreement between the City and Contractor defining the particular scope of work to be performed under this Contract. When necessary, plans, permits and specifications may be provided by the City to clarify the requirements of the Task Order work. Each Task Order will contain a timeframe in which the work shall be completed in order for the Contractor to avoid being subjected to liquidated damages.

- 1.33 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents and/or Task Order. 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 CONSTRUCTION OF GENERAL STORMWATER INFRASTRUCTURE
ITB 12504-613 PROJECT 12220

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

PROJECT DESCRIPTION

This project is located throughout the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, the construction and installation of various storm water infrastructure consisting of: catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and repair of the aforementioned.

In addition to the storm water infrastructure, the contract covers restoration activated and miscellaneous utility relocations needed to execute these projects. This includes, but not limited to, landscape/hardscape removal and reinstall, pavers/pavement/asphalt removal and reinstall, relocation of various utility pipes and boxes, use of equipment for specialized work, maintenance of traffic, dewatering activities and pollution prevention items.

- 2.3 Within ten (10) days of a Notice to Proceed of the start date noted on each Task Order, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Rares V. Petrica**, whose address is **101 NE 3rd Avenue, Suite 1410, Fort Lauderdale, FL 33301-1016**, telephone number: **(954) 828-6720**, and email address is rpetrica@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are incorporated herein and attached to this Agreement, and consist of the following:

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

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

- a. Agreement.
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).

- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated _____, and any attachments.
- g. Invitation to Bid No., _____, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- i. Schedule of Values.
- j. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **N/A** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).

- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7 based on the value of the executed Task Orders issued for this Contract.
- 6.2 The parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the total compensation payable to Contractor for the cumulative value of each executed Task 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, for each executed Task Order, in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's executed Task Order and corresponding Application 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, or upon completion of the work of the executed Task Order. All progress payments will be made on the basis of the progress of the Work completed on the executed Task Order.
- 7.3 Prior to Final Completion of each Task Order, 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 under each Task Order, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2020), as amended or revised, provided however, complete and error free pay application is submitted.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.7 Payment Card Industry (PCI) Compliance

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

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, and prior to agreeing to and execution of each Task Order under this Contract, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, conducted all necessary extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of each Task Order and associated Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules,

regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under each Task Order, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Task Order and all other matters which can in any way affect the Work, schedule, or the cost thereof under the Task Order and associated Contract Documents.
- 8.4 The Contractor has also studied on its own, 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 Task Order Work can be completed for the Proposed Price submitted and within the timeframe agreed upon within each Task Order.
- 8.5 Contractor has made or cause to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work under each Task Order at the Contract Prices, within the Contract Time of the specified Task Order 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 related to each Task Order with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents related to each Task Order 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 for each Task Order. 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 under each Task Order.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of each Task Order. The Contractor understands and agrees that the superintendent's physical presence on the job

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the contractor shall, at all times, have a certified "competent person" assigned to the job site for each Task Order. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work assigned under each Task Order shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work on a Task Order or termination of the Agreement in accordance with Article 17.

8.9 Materials:

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

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

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

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

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

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

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

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

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

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

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

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

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

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

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

8.18 Safety and Protection:

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

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

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

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

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

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

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

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

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

- 8.22 No Extended Damages : For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused

by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.
- 9.5 Cancellation For Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), in an amount equal to 100% of the value of each Task Order issued as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

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

10.3 Insurance

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result

of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Contractor's Pollution Liability Coverage

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

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

Workers' Compensation and Employer's Liability

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

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

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

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

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

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours’ advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.
- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If, within one (1) year after the date of final acceptance of work on each Task Order, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, suppliers, employees, or laborers; (c) any and all bodily

injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

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

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

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes(2020), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance of Task Order Amendments. Upon receipt of a Task Order Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. All adjustments shall be made on the per unit price basis where unit prices are quoted. Other adjustments, if any, shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 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

Contract Price shall not exceed that which is agreed to in this Agreement. Any increase to the Contract Price shall be executed through an Amendment to this Agreement and approved by the City Commission.

- 14.1 Time for the City to Approve Contract Amendment: Should the cumulative amount of the executed Task Orders exceed the Contract Price, a Contract Amendment must be approved by the City Commission authorizing additional funding for this Contract if it exceeds the threshold established in the City Code.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for **two (2) years** from the date of Commission award subject to **two (2) one (1) year** renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

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

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work of an executed Task Order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, 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 Task Order 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 as well as any task order, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement as well as any task order upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.

- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

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

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

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

17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute, is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The Parties may agree to a proposed resolution at any time without the involvement and determination of the consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the Parties hereto, the Party objecting to the determination must notify the other Party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the Parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

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

with copies to:

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City’s liability for any cause of action arising out of this Agreement, so that the City’s liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor’s recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City’s liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised , or to extend the City’s liability beyond the limits established in said Section 768.28 (2020), as may be amended or revised; and no claim or award against the City shall include attorney’s fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, , for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Annual Construction of General Stormwater Infrastructure
(Contractor)
Project 12220

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
CHRISTOPHER J. LAGERBLOOM
City Manager

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

SAMPLE CONSTRUCTION AGREEMENT

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

By: _____

Print Name

Print Name: _____

Title: _____

ATTEST:

Print Name

By: _____

Secretary

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, (NAME OF AUTHORIZED OFFICER), as _____ (TITLE OF AUTHORIZED OFFICER,) for _____ (NAME OF COMPANY), a Florida _____ (TYPE OF COMPANY).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

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

DETAILED SPECIFICATIONS

**SPECIFICATIONS
GENERAL STORMWATER ANNUAL CONSTRUCTION CONTRACT**

For all pay items not detailed below, please reference the FDOT Basis of Estimate, latest edition, for descriptions.

<http://www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/BOEOnline.shtm>

- **FDOT PAY ITEM # 101-1 / MOBILIZATION – NIGHT WORK / UNIT EA**

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item for projects where the Contractor needs to be mobilized at nighttime, 8 p.m. to 5 a.m., as requested by the City Project Manager or his designee.

- **FDOT PAY ITEM # 101-1 / MOBILIZATION - MOBILIZE WITHIN 24 HOURS FOR EACH PROJECT / UNIT EA**

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item for projects where the Contractor needs to be mobilized within twenty-four (24) hours after requested by the City Project Manager or his designee. mobilization.

- **LIGHT TOWER WITH POWER SOURCE, AMIDA /TEREX AL4000 OR EQUIVALENT, F&I / UNIT ED**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly furnish a light source, operate as needed, and remove after use.

- **FDOT CERTIFIED FLAG PERSON / UNIT HR**

Description

Unit price of this item includes full compensation for worked performed by a FDOT certified flagman. Proof of certification must be provided to City Project Manager.

- **ORANGE PLASTIC MESH AND POST/ UNIT LF**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

- **STEEL TRAFFIC PLATES FOR UP TO 12' LANES/ UNIT DAILY/WEEKLY RATES**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. Reimbursement of this pay item will be based on the daily/weekly rates specified.

The steel traffic plates must be able to withstand H-20 traffic loads, meet ASTM A36 steel requirements, and when installed, must extend a minimum of 12-inches beyond the edges of the excavation.

This item includes steel pins and temporary asphalt/plastic transition ramps

- **SURVEY FIELD WORK BY CREW / UNIT HR**

Description

Unit price of this item includes full compensation for all work performed by a survey crew. This includes boundary and topographic surveys, staking out utility locations and/or as-builts. It shall be noted that layout, staking, construction surveying, data collection, and as-built drawing preparation and certification is required on all pipe and structure installation work and is considered incidental to the work being performed under each Task Order and no other payment will be made for such incidental work. This pay item is intended for survey work and drawings that are outside the scope of work of an approved Task Order.

- **UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS/ UNIT EA**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.

- **UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS/ UNIT EA**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.

- **SWALE EXCAVATION, GRADING AND RESTORATION/ UNIT SY**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the swale work per the geometry depicted in engineering plans and specifications. The maximum depth of the swale cannot exceed 36" with side slopes 3:1 or less. This bid item includes the shaping of the swale area and the sod, but does not include additional items like washed rock trench, filter fabric or slope stabilization. Reimbursement of this item will be based on surface area of the finished swale (SY).

- **PAVEMENT MARKINGS PAINTED/THERMOPLASTIC / UNIT LF/SF**

Description

Unit price of these items include full compensation for all work described in the referenced FDOT pay items.

In addition to the FDOT pay item scope, temporary pavement tape/paint shall be included as part of this bid item until the permanent markings are applied.

- **CURB OR CURB AND GUTTER REMOVAL / UNIT LF**

Description

Unit price of this item includes full compensation for performing and completing all the work of removal and legal disposal of concrete curb or curb and gutter and the underlying limerock layer, if present.

- **PAVER BLOCK REMOVAL / UNIT SF**

Description

Unit price of this item includes full compensation for performing and completing all the work of removal and legal disposal of pavers and the underlying support layer. Concrete paver band removal shall be invoiced as curb and gutter removal.

- **REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS/ UNIT CY**

Description

Unit price of this item includes full compensation for all work necessary for the proper removal and legal disposal of unsuitable materials not covered under other pay items. This pay item also includes the removal and legal disposal of miscellaneous utility infrastructure items which are not specifically addressed in the line items of this contract.

- **UTILITY PIPE REMOVAL AND DISPOSAL / UNIT LF**

Description

Unit price of these items include full compensation for all work described in the referenced FDOT pay items.

In addition to the pipe itself, this item shall include the removal and disposal of all valves, fittings and appurtenances that are part of the utility pipe. are not specifically addressed in the line items of this contract.

- **STORM/SANITARY STRUCTURE REMOVAL / UNIT EA**

Description

Unit price of these items include full compensation for removal and disposal of structure less than 7' in diameter or square equivalent.

In addition to the structure itself, this item shall include the removal and disposal of all bedding, frames, grates appurtenances that are part of the structure. For larger structure, the pass thru item may be used.

- **LIMEROCK REMOVAL AND DISPOSAL UP TO A MAXIMUM DEPTH OF 8"/ UNIT SY**

Description

Unit price of these items include full compensation for removal and disposal of limerock up to 8" thick.

This item does not include the removal of asphalt or other substrate layers. If the limerock thickness being removed exceeds 8", the remaining material removal shall be invoiced on a prorated basis.

- **TEMPORARY COLD PATCH ASPHALT/ UNIT CF**

Description

Unit price of these items include full compensation for placement and removal of cold patch asphalt for temporary applications.

- **FDOT PAY ITEM # 522-2 / CONCRETE SIDEWALK, 6" THICK / UNIT SY**

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item.

ADA ramps and detectable warning installation are not covered under this line item.

- **FDOT PAY ITEM # 527-2 / DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, F&I / UNIT SF**

Description

Unit price of the item listed above includes full compensation for all work described in the referenced FDOT pay item; however the unit of measurement is square feet of installed detectable warning.

- **ADA RAMP / UNIT EA**

Description

Unit price of the item listed above includes full compensation for:

- Item includes detectable warning surface.
- Ramp must conform to FDOT Design Standards Index #300 and #304 or variation approved by the City Project Manager.
- Ramp size area shall not exceed 100 SF. Any area beyond the 100 SF, will be invoiced per the 6" thick concrete sidewalk pay item (FDOT #522-2)

- **CATH BASINS/MANHOLES/ADS DRAINS/TRENCH DRAINS / UNIT EA/LF**

Description

Unit price of this item includes full compensation for all the work described under the referenced pay item regardless of the type of structure.

Unit price of the items listed above include full compensation for all work necessary to place the structure in the ground, this includes gravel for the base, frame and grates and the usage of a trench box, sheeting and/or dewatering pumps during the installation.

Sodding, landscaping and pavement restoration will be paid under separate items.

***The manhole frames and covers must have the City of Fort Lauderdale Logo embossed, per the detail below.

- **FDOT PAY ITEM # 425-11: DRAINAGE STRUCTURE MODIFY / UNIT EA**

Description

Unit price for this item shall include core drilling a new opening for a pipe into an existing structure, enlarging or reducing an existing structure opening to accommodate a new pipe and filling in an existing invert opening.

- **PIPE CULVERT INSTALLATION / UNIT LF**

Description

Unit price of the items listed above include full compensation for all work described in the referenced FDOT pay items. Pipe material is to be selected by the City Project Manager depending on the field conditions.

Unit price of the items listed above include full compensation for all work described in the referenced FDOT pay items, this includes pipe bedding, and the usage of a trench box, sheeting and backfilling the trench.

Dewatering activities, sodding, landscaping and asphalt/concrete/paver pavement restoration will be paid under separate items.

- **FDOT PAY ITEM 443-70-3/4: FRENCH DRAIN / UNIT LF**

Description

Unit price of the items listed above include full compensation for all work and materials needed to install the French drain system per the specifications described in the referenced FDOT pay items (#433-70-3/4). This price must include the perforated/slotted pipe, RCP or optional material, filter fabric, #57 washed rock trench not to exceed maximum 5' width and 6' depth.

- **FRENCH DRAIN AGGREGATE/ UNIT CY**

Description

Unit price of the items listed above include full compensation for all work and materials needed to install additional French drain aggregate consisting of #57 washed rock.

- **FDOT PAY ITEM E430-94-1/2/3/4/5: DESILTING AND CLEANING OF DRAINAGE PIPE/ UNIT LF**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work per the FDOT pay items (#430-94-1/2/3/4/5).

In addition to the scope of work outlined above, a video taping of the pipe afterwards will be required for approval by the City Project Manager.

- **WELL POINT DEWATERING SYSTEM / UNIT ED**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install and successfully operate the well point dewatering system, including sheet piling, well points, pump and settlement box if necessary.

The line item must cover different sized pit excavations as required to install the stormwater infrastructure.

- **BY-PASS PUMP / UNIT ED**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install and successfully operate the by-pass pump for dewatering purposes.

- **DRAINAGE LINE PLUGS / UNIT EA**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install and remove a drainage line plug.

The type of plug and material will be left to the Contractor's discretion as long as it provides a proper seal with no leaks and as approved by the City Project Manager.

- **FENCING AND GATES / UNIT FL**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install standard fence types per the local building department codes of municipalities.

This line item does not cover removal of the old fence, landscape and hardscape elements, these can be invoiced as their respective line items.

- **MISCELLANEOUS HOURLY RATES / UNIT HR**

Description

Unit price of the item listed above includes full compensation for all labor and equipment specified in the bid items.

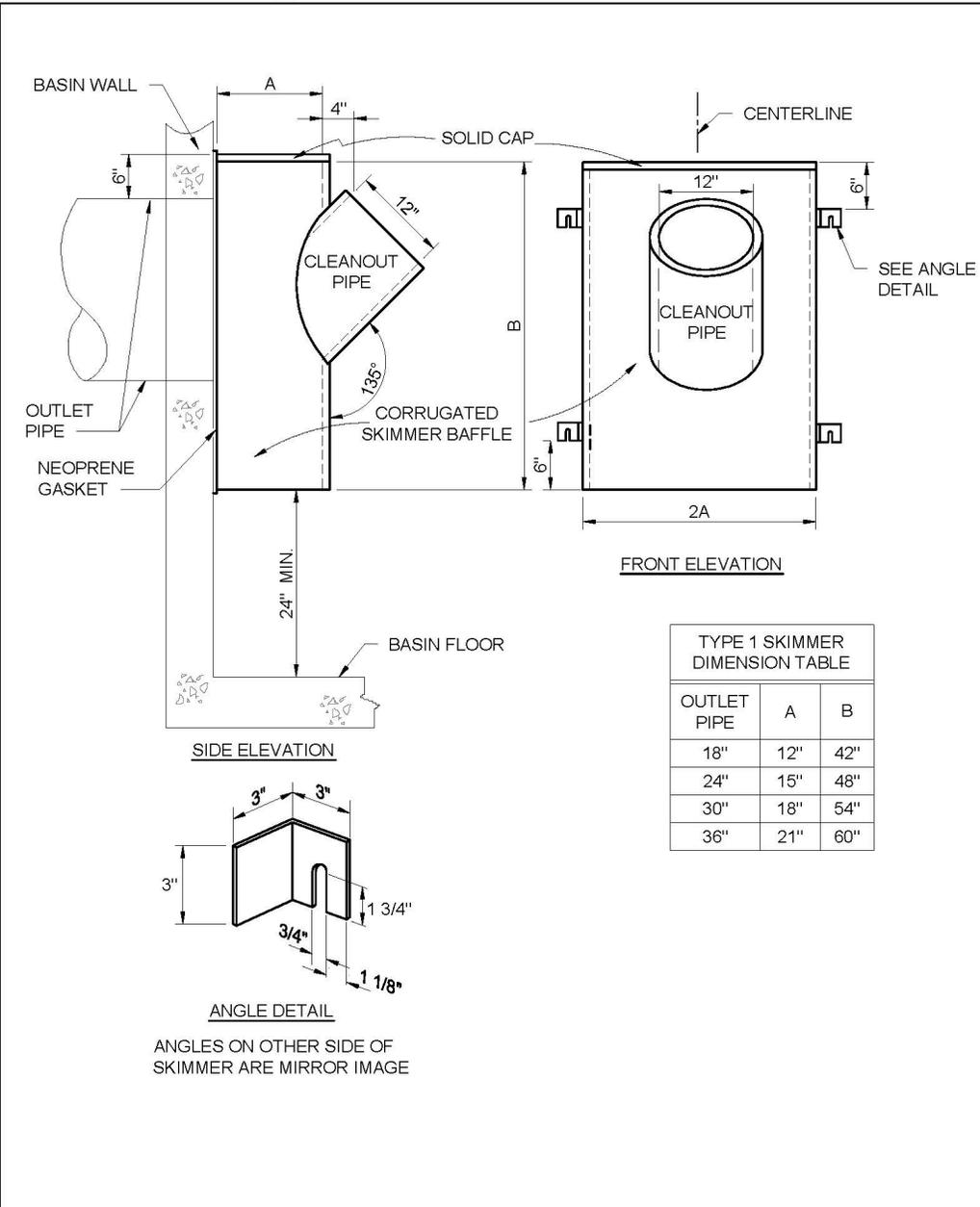
This is only for work to be performed in above and beyond the scope specified in each bid item of this contract.

- **POLLUTION RETARDANT BAFFLE WITH CLEANOUT ACCESS FOR / UNIT EA**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install the skimmer per the City standard detail below.

STRM005 - SKIMMER FOR EXFILTRATION TRENCH OUTLET - TYPE 1 - SHEET 1 Tuesday, September 20, 2016



 CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DETAILS
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

SKIMMER FOR EXFILTRATION TRENCH OUTLET
TYPE 1 - SHEET 1

DETAIL NO.
STRM
005
REVISED
2016/09/21

STRM008 - SKIMMER FOR EXFILTRATION TRENCH OUTLET - NOTES Tuesday, September 20, 2016

NOTES:

1. THE SKIMMER IS A HOODED COVER, MOUNTED OVER AN OUTLET IN A CATCHBASIN, THAT PREVENTS OIL AND FLOATING DEBRIS FROM EXITING THE BASIN. USE THIS SKIMMER IN CATCHBASINS WHERE THERE IS A NEED TO PREVENT OIL, DEBRIS OR OTHER FLOATING CONTAMINANTS FROM EXITING CATCHBASINS THROUGH OUTLET PIPES.
2. PLACE NEOPRENE GASKET MATERIAL BETWEEN THE SKIMMER AND THE CATCHBASIN AT ALL POINTS OF CONTACT. TRIM THE GASKET NEATLY TO EXTEND 1/2 INCH BEYOND THE JOINT ON ALL SIDES.
3. SKIMMER BAFFLE, CLEANOUT PIPE AND ANGLES SHALL BE PRIMARILY CONSTRUCTED OF EITHER GALVANIZED STEEL, ALUMINUM, POLYVINYL CHLORIDE, POLYETHYLENE, FIBERGLASS OR ACRYLONITRILE BUTADIENE STYRENE. ALL STEEL COMPONENTS, OTHER THAN STAINLESS STEEL, SHALL BE HOT-DIP GALVANIZED.
4. MOUNTING HARDWARE, HINGES AND LATCHES SHALL ALL BE 316 STAINLESS STEEL. LOSS PREVENTION DEVICE SHALL BE EITHER 316 STAINLESS STEEL CHAIN OR RIVETED NYLON STRAP.
5. MATERIAL USED IN CONSTRUCTION OF SKIMMER BODIES (BAFFLES) AND CLEANOUT PIPE SHALL COMPLY WITH FDOT STANDARD SPECIFICATION 943 FOR STEEL, 945 FOR ALUMINUM OR 948 FOR PLASTICS.
6. ALL COST FOR FURNISHING AND INSTALLING A SKIMMER SHALL BE INCLUDED IN THE COST OF THE BASIN IN WHICH IT IS INSTALLED.
7. PLASTIC SKIMMER SHALL CONTAIN A MINIMUM OF 1.5% BY WEIGHT OF CARBON BLACK FOR UV PROTECTION.
8. THE BACKS OF SKIMMERS MUST CONFORM TO THE SHAPE OF THE BASIN WALLS ON WHICH THEY ARE MOUNTED.
9. THE CLEANOUT PORT FOR THE TYPE 2 SKIMMER SHALL BE GASKETED, WITH EITHER A THREADED SCREW-IN LID OR A LID SECURED BY FOUR STAINLESS STEEL QUICK-RELEASE LATCHES.
10. TYPE II SKIMMER ARE TO BE USED ONLY WITH OUTLET PIPE DIAMETERS OF 15", 18" AND 24".



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DETAILS
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

SKIMMER FOR EXFILTRATION TRENCH OUTLET
NOTES

DESIGN NO.
STRM
008
REVISED:
2016/09/21

- **INLINE TIDAL CHECK VALVE: WASTOP OT APPROVED EQUAL / UNIT EA**

Description

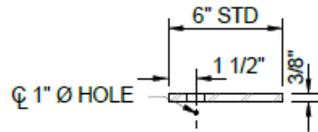
Contractors working on City projects will receive special pricing from the supplier of Wapro Wastop tidal valves. Pricing shown reflects pre-negotiated sale prices that will be honored for the City's Contractors. For the purpose of this item, "Furnish" includes purchasing the valve at City pricing and delivering the valve with all fittings, accessories and appurtenances to the Project site. "Install" includes labor, tools and equipment to install a Wastop check valve with all fittings; including excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances per City and manufacturer's specifications. See www.wapro.com for latest Wastop inline valve details and specifications.

- **ALUMINUM MANATEE GRATE / UNIT EA**

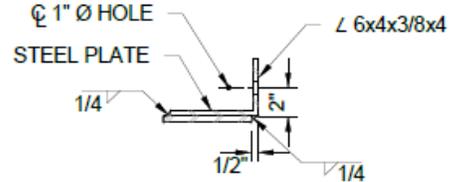
Description

Unit price of the item listed above includes full compensation for all labor and material necessary to install the manatee grate, per the detail below.

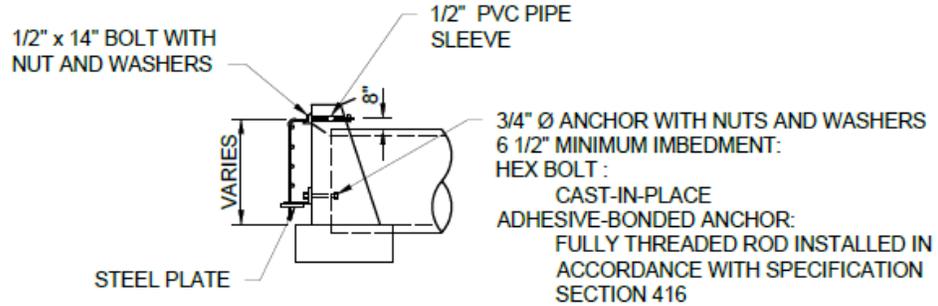
STRM013 - MANATEE GRATE Tuesday, July 25, 2017



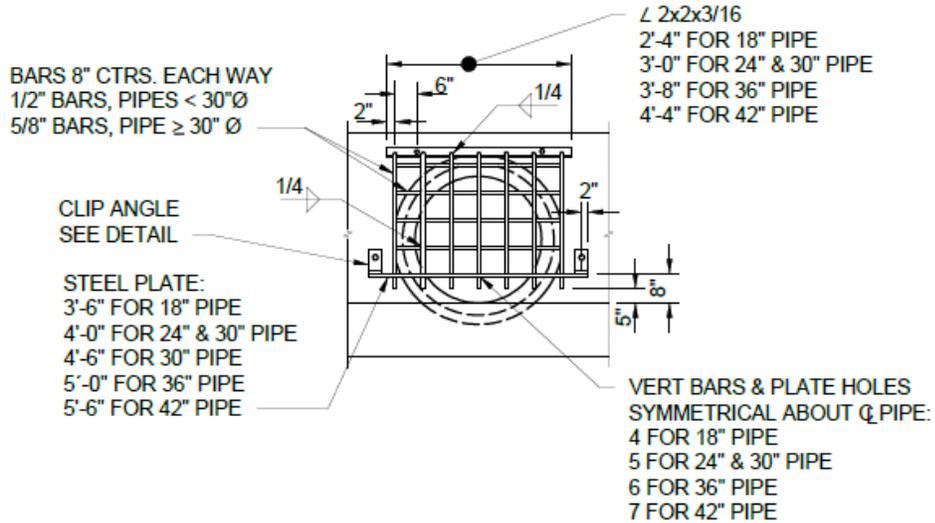
SECTION - STEEL PLATE



CLIP DETAIL



SIDE VIEW



FRONT VIEW

PIPE DIA.	18"	24"	30"	36"	42"
GRATE (LBS.)	48	58	74	90	111

NOTE:

GUARDS TO BE CONSTRUCTED ONLY AT LOCATIONS SPECIFICALLY CALLED FOR IN PLANS.



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DETAILS

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

MANATEE GRATE

DESIGN NO.
STRM
013

REVISION
2017/07/25

- **CORE DRILL EXISTING SEWALL OUTFALLS/ UNIT EA**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to core drill new drainage outfalls in existing seawalls.

This item also covers enlarging existing outfalls to accommodate larger diameter pipes and grouting associated with the work to ensure a watertight seal between the pipe and the seawall.

- **PIPE BURSTING / UNIT LF**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

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

- **DIRECTIONAL BORE / UNIT LF**

Description

Unit price of the item listed above includes full compensation for all labor and material necessary to properly complete the work.

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

- **FERTILIZER, F&I / UNIT EA**

Description

Unit price of this item includes full compensation for all work, labor, material, and equipment necessary for placement of fertilizer in compliance with Section 982 of the FDOT Standard Specifications.

- **ROOT BARRIER, F&I / UNIT LF**

Description

Unit price of the item listed above includes full compensation for work, labor, material, and equipment required to furnish and install a 2-foot tall, high density polyethylene root barrier. Trench work must also be included in the unit price for this item.

- **TREE REMOVAL / UNIT EA**

Description

Unit price of the items listed above include full compensation for all work, labor, equipment, and material required for the tree removal in its entirety. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the plant removal operation such as, all tree trunks, limbs, leaves, twigs, sawdust and chips. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Removal and/or treatment of any existing bee hives, wasps, hornets, or other hazardous pests within the tree.
- Utility location.
- Stumps and all visible surface roots shall be mechanically ground out to a minimum depth of 8 inches below the surrounding grade. For locations where sidewalk and curb exist, the surrounding grade shall be established by means of an imaginary line extending from the top of the curb to the street side edge. All excess stump chips shall be physically removed from the sites. Sufficient stump chips shall be left on site to fill the resulting depression slightly above the surrounding grade (to allow for some settlement).

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements.

- **STUMP GRINDING/REMOVAL / UNIT EA**

Description

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to remove the tree stump in its entirety either by pulling or grinding it out. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the stump removal operation. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Grading of the landscaping area from which the stump was removed.
- Utility location.

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements.

- **SOD / UNIT SY**

Description

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to install sod, level it and water it for 2 weeks as needed.

- **HEDGE-TREE-PALM REPLACEMENT / UNIT SY**

Description

Unit price of the items listed above include full compensation for work, labor, material, and equipment required to install the landscape bid item, species and height. The price must include 2 weeks of watering as need.

For exotic species replacement not covered under these bid items, the landscape pass thru item may be used.

PASS-THRU ITEMS

- **PASS-THRU COST – IRRIGATION SYSTEM AND LANDSCAPING / UNIT ALLOWANCE**

Description

This item includes full compensation for all labor, materials and equipment needed to install, repair and/or replace sprinkler systems, and landscape not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – UNFORESEEN UNDERGROUND CONDITION / UNIT ALLOWANCE**

Description

This item includes full compensation for all labor, materials and equipment needed to install, repair and/or replace underground infrastructure encountered during construction activities, which was not specifically covered in the bid items of this contract and it was not identified by utility locators. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – PARTS, MATERIALS, AND MISCELLANEOUS ITEMS / UNIT ALLOWANCE**

Description

This item includes full compensation for miscellaneous materials needed during construction, which was not specifically covered in the bid items of this contract, including precast structures of large sizes and irregular shapes and replacement of restoration items. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – SPECIALIZED CONSTRUCTION ACTIVITIES / UNIT ALLOWANCE**

Description

This item includes full compensation for miscellaneous labor and equipment needed during construction, which was not specifically covered in the bid items of this contract. Contractor

shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

- **PASS-THRU COST – PERMIT AND CONSTRUCTION TESTING / UNIT ALLOWANCE**

Description

This item includes full compensation for miscellaneous permit and geotechnical testing fees needed during construction, which was not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all permits or testing needed to complete this work

Overall Description of the Pass-thru allowances

The purpose of the Pass-thru allowance items listed above is to provide a means of covering the direct cost of the Contractor for any items not contained within the contract documents. Pass-thru items include construction activities for irrigation system and landscaping; unforeseen underground condition; parts, materials, and miscellaneous items; specialized construction activities; and permit fees.

The City Project Manager or his designee must approve use of Pass-thru items.

The City reserves the opinion to purchase and furnish materials or services if the City determines that the prices submitted by the Contractor are not fair and reasonable.

The Contractor is not allowed to markup cost of the Pass-thru items. Copy of the Contractor's invoices for materials and services from the supplier(s) or subcontractor(s) will be required before invoice approval.

In cases where the Contractor manufactures its own parts or directly provide the required service, it will charge the City a price within a competitive range. The City reserves the right to request verification or additional quotes.

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the City Project Manager or his designee to identify if any City contracts can be utilized for the required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-thru" shall be the lowest of the provided quotes, subject to approval of the City Project Manager or his designee. Parts provided by the subcontractor(s) must also be on a "Pass-Thru" basis.

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

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

PRIME CONTRACTOR IDENTIFICATION FORM

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

Name of Firm:

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 related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

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

CONTRACTOR CHECKLIST

List Previous City of Fort Lauderdale Contracts

Number of Employees in your firm

--Percent (%) Women

--Percent (%) Minorities

--Job Classifications of Women and Minorities

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

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

How are subcontractors notified of available opportunities with your firm?

Anticipated amount to be subcontracted on this project.

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

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business?

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

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

Certificate of Competency Number of Qualifying Agent:

Effective Date: Expiration Date:

Licensed in: Engineering Contractor's License #

(County/State)

Expiration Date:

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

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

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

a)

b)

c)

d)

e)

f)

g)

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

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

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

TRENCH SAFETY

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

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
B. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
C. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
D. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Total: \$

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

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

DATE:

(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,
 affixed his/her signature in the space provided above on this
 day of , 20 .

NOTARY PUBLIC

My Commission Expires:

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.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

- MasterCard
- Visa

Company Name

Name (Printed)

Signature

Date

Title

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>					

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

BID NO. 12504-613
ANNUAL CONSTRUCTION OF GENERAL STORMWATER
INFRASTRUCTURE
(P12220)

ADDENDUM NO. 1

ISSUED: March 16, 2021

This Addendum is being issued to provide the following information. It 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 the CITB Construction Bid Certification Page.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

Required Licenses/Certifications:

Possession of a State of Florida General Contractor (GC) License **OR** an Underground Contractor's License is required for this Project.

All other terms, conditions, and specifications remain unchanged.

Maureen Lewis, MBA, P2P2B
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

BID NO. 12504-613
ANNUAL CONSTRUCTION OF GENERAL STORMWATER
INFRASTRUCTURE
(P12220)

ADDENDUM NO. 2

ISSUED: April 2, 2021

This Addendum is being issued to provide the following information. It 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 the CITB Construction Bid Certification Page.

The following requirement listed in the Invitation to Bid and the Special Conditions has been revised as follows:

(1.)The following is added to SPECIAL CONDITIONS item 09. BID ALLOWANCE

Pass-Thru Allowance Item for (Landscape, Irrigation, Unforeseen Underground Conditions, Miscellaneous Structures/Materials, Specialized Construction Activities and Permit Allowances)

Description

This item includes full compensation for the miscellaneous labor and materials outlined above, which was not specifically covered in the bid items of this contract. Contractor shall provide the City's Project Manager with receipts for all permits or testing needed to complete this work

Overall Description of the Pass-thru allowances

The purpose of the Pass-thru allowance item listed above is to provide a means of covering the direct cost of the Contractor for any items not contained within the contract documents. Pass-thru items include construction activities for irrigation system and landscaping; unforeseen underground condition; parts, materials, and miscellaneous items; specialized construction activities; and permit fees.

The City Project Manager or his designee must approve use of Pass-thru items. The City reserves the opinion to purchase and furnish materials or services if the

City determines that the prices submitted by the Contractor are not fair and reasonable.

The Contractor is not allowed to markup cost of the Pass-thru items. Copy of the Contractor's invoices for materials and services from the supplier(s) or subcontractor(s) will be required before invoice approval.

In cases where the Contractor manufactures its own parts or directly provide the required service, it will charge the City a price within a competitive range. The City reserves the right to request verification or additional quotes.

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the City Project Manager or his designee to identify if any City contracts can be utilized for the required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-thru" shall be the lowest of the provided quotes, subject to approval of the City Project Manager or his designee. Parts provided by the subcontractor(s) must also be on a "Pass-Thru" basis.

The calculated cost for the Pass-through allowances will be \$500,000.00 for the first 2 year contract, and \$250,000 for each additional 1-year renewals.

(2). The following lines Items are deleted from the bid

- 12504-613--01-258 PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-259 PASS-THRU UNFORSEEN UNDERGROUND CONDITIONS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-260 PASS-THRU PARTS, STRUCTURES, MATERIALS, AND MISCELLANEOUS ITEMS ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-261 PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)
- 12504-613--01-262 PASS-THRU PERMIT ALLOWANCE (FDOT PAY ITEM NUMBER NOT APPLICABLE)

(3). Bid Due Date Extension

The Bid Due date has been extended to April 15th, 2021 2:00 EDT

All other terms, conditions, and specifications remain unchanged.

James Kempfhill

Assistant Manager Procurement and Contracts

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12504-613 - Annual Construction of General Stormwater Infrastructure (P12220)

Overall Bid Questions

Question 1

Please provide the Engineer's Estimate for this bid.
Thank you, (Submitted: Mar 8, 2021 10:45:14 AM EST)

Answer

- This is a unit price contract. The estimated cost for the next 2 years is \$9,000,000, to be distributed among the selected contractors. Estimated cost is based on historical pricing and projections. (Answered: Mar 10, 2021 2:35:17 PM EST)

Question 2

Please advise if "Installation Floater" will be sufficient insurance coverage instead of "Property Coverage (Builder's Risk)" as noted in section 10 of the special conditions. (Submitted: Mar 9, 2021 9:29:15 AM EST)

Answer

- Yes, we will accept an installation floater. (Answered: Mar 11, 2021 9:59:46 AM EST)

Question 3

What is the anticipated average dollar amount of work to be issued for a task order from this contract?
(Submitted: Mar 9, 2021 9:31:55 AM EST)

Answer

- The issued construction task orders will vary from \$50,000 to \$500,000. (Answered: Mar 10, 2021 2:35:17 PM EST)

Question 4

As per Invitation to Contract and Specifications Package, Section 07 Required Licenses and Certifications: Contractor must possess the following licenses/certifications to be considered for award:

Underground contractor's licenses, bonded and insured.

Can a State of Florida General Contractor's License and a Broward County "General Engineered Construction Builders" participate on this Bid Solicitation? (Submitted: Mar 16, 2021 10:44:19 AM EDT)

Answer

- A GC License is acceptable in lieu of an Underground Contractor's license. Please see Addendum 1. (Answered: Mar 16, 2021 11:36:44 AM EDT)

Question 5

For bid bond purposes, what contract amount does the Surety have to bond? (Submitted: Mar 16, 2021 3:12:15 PM EDT)

Answer

- The question is not clear; it is asking about bid bond but also tied to Surety bond.

However, per the bid documents as it relates to Bid Bond:

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for TEN percent (10%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Please refer to the Bid Comments and the Instructions to Bidders section for more information regarding the bid bond. **(Answered: Mar 16, 2021 4:12:52 PM EDT)**

Question 6

How many contracts\contractors does the City intend to award\award to? **(Submitted: Mar 16, 2021 3:13:13 PM EDT)**

Answer

- About 7. Please refer to the Special Conditions Section of the solicitation.

Bidders are strongly encouraged to read the solicitation in its entirety to fully understand the requirements as well as locate pertinent information. **(Answered: Mar 16, 2021 4:19:37 PM EDT)**

Question 7

Is there a goal for small business participation?

Thank you for your help!

Melanie Pistiner

Designer Pavers, Inc.

954-921-5555

designerpavers@yahoo.com **(Submitted: Mar 17, 2021 9:08:17 AM EDT)**

Answer

- No. **(Answered: Mar 17, 2021 9:51:08 AM EDT)**

Question 8

Are bidders required to bid all 262 line items? **(Submitted: Mar 20, 2021 1:27:54 PM EDT)**

Answer

- Yes.

Please refer to the Instructions to Bidders section. **(Answered: Mar 22, 2021 11:50:54 AM EDT)**

Question 9

What is the minimum dollar amount per task order issued? **(Submitted: Mar 24, 2021 10:08:49 AM EDT)**

Answer

- There is no minimum amount. The maximum is ~\$100,000. **(Answered: Mar 24, 2021 2:14:37 PM EDT)**

Question 10

Do you confirm to e-verify and supply their inspectors with an employee roster to verify field staff has accurately been verified as required by Florida statute. **(Submitted: Mar 25, 2021 11:34:17 AM EDT)**

Answer

- By responding to this Solicitation, the vendor affirms that it has utilized E-Verify. (Answered: Mar 31, 2021 4:20:15 PM EDT)