



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form (Use for purchase(s) over \$25,000, when piggybacking off other contracts)

Date 1/23/2020

Department/Office Public Utilities

Division/Area Engineering and Construction Services Division

Contract Administrator Raul Wainer, P.E.

Title Project Manager

Phone 954-921-3930

Email rwainer@HollywoodFL.org

1. Requested Vendor Southeastern Engineering Contractors, Inc.

Vendor Number 32625

Address 12054 N.W. 98th Ave. Hialeah Gardens, FL 33018

Contact Person Eddie Dominguez

Title President

Phone 305-557-4226

Email edd.sec@comcast.net

2. Contract title requesting to piggyback? Stormwater Construction Contract ITB 473-11907

Awarding Agency City of Fort Lauderdale

Contract Expiration Date June 19, 2020

Copy of Contract and Awarding Agency documentation is attached.

Yes No

3. Product/Service being requested (be specific). Stormwater Construction Services

4. Detailed description of the products/services function and purpose. Construction of various miscellaneous drainage project improvements per unit prices as needed

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

(Revised 08/2015)

5. Please explain what process the Department/Office took to verify and/or identify this contract. The City Staff reviewed and verified the contract between the vendor and City of Fort Laud. It was determined that the City needed similar services for these miscellaneous drainage improvement project construction service at these reasonable unit prices.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

Yes No

Please explain _____

7. Total cost of the requested product/service. not to exceed \$500,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$500,000.00

Account Number(s) TBA _____

9. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

Yes No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

Yes No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? Yes No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? Yes No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search 1/23/2020

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

(Revised 08/2015)

Company Name(s) Searched
Southeastern Engineering Contractors, Inc.

Search Results
No records found

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.



Contact Person's Signature

01-30-2020

Date

Supervisor's Signature

Date

Director's Signature

Date

APPROVAL (Procurement Service Division Use Only)

Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

(Revised 08/2015)



November 21, 2019

Mr. Clece Aurelus
Engineering Support Services Manager
City of Hollywood
Public Utilities
1621 N 14th Avenue
P.O. Box 229045
Hollywood, FL 33022-9045

Re: Governmental Adoptable Contract ("Piggyback Contract")
Project Title: Stormwater Construction Drainage Contract
Project No. Work Order Basis

Dear Mr. Aurelus,

Southeastern Engineering Contractors, Inc. (SEC) is pleased to submit the attached stormwater contract that we are currently working on for the City of Fort Lauderdale. The attached contract has been provided for you review and acceptance under the City's governmental adoptable contracts clause. Should the City choose to move forward with piggybacking this contract SEC will honor the same unit prices for all labor, materials and equipment as outlined on the attached contract.

Southeastern is exceptionally qualified to execute this stormwater contract to the highest standards of quality and safety. Our team brings vast experience in project construction and management that is directly applicable to this scope of work. Our team offers extensive construction experience, strong local knowledge, and effective project management capabilities that ensure that our projects are completed on time and on budget.

Upon request Southeastern will gladly clarify any questions regarding the enclosed, please feel free to contact us at (305) 557-4226.

We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eddie Dominguez'.

Eddie Dominguez

President

Southeastern Engineering Contractors, Inc.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

February 28, 2019

Southeastern Engineering Contractors, Inc.
Attn: Eduardo Dominguez, Jr.
12054 NW 98 Avenue
Hialeah Gardens, FL 33018

SUBJECT: Renewal of Term Contract for Stormwater Construction Contract, RFP 473-11907-1, Amendment 1

Dear Mr. Dominguez:

The subject Contract will expire on June 19, 2019.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve/ (12) month period. The City would like to exercise the right to renew this Contract for an additional year effective June 20, 2019, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Lura Rogers at lrogers@fortlauderdale.gov by March 8, 2019.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Jodi S. Hart, CPPO, CPPB, MBA
Chief Procurement Officer

ACCEPTANCE

By _____

Official Signature

Name _____

Title _____

Date _____

3/6/19

CITY OF FORT LAUDERDALE

CONTRACT

STORMWATER CONSTRUCTION
DESCRIPTION

Southeastern Engineering Contractors, Inc.
CONTRACTOR

\$1,125,000
AMOUNT

June 20, 2017
COMMISSION APPROVAL DATE

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

THIS AGREEMENT made and entered into this **20th** day of **June, 2017**, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and **Southeastern Engineering Contractors, Inc.**, (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., **473-11907**, Project No., **12220**, which was opened on **April 20, 2017**; 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** –This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 **Certificate of Substantial Completion** - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

1.7 Change Order - A change order is defined as a written order to a contractor approved by the city, authorizing a revision of an underlying agreement between the City and a 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. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, 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 as amended by the 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, change orders and 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. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the Work agreed upon within each executed Task Order will constitute nonperformance of the Contractor and would be grounds for termination of the contract per ARTICLE 17 of the Agreement.

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 and on which the Contract Time will end. 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.

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 shall 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** – The Contractor shall submit a written request to the City for an inspection to determine if the Work is substantially complete. If, at the time of inspection, it is determined the project is substantially complete, 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:

**STORMWATER CONSTRUCTION CONTRACT
ITB 473-11907 PROJECT 12220**

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

PROJECT DESCRIPTION

The work includes construction of various stormwater projects based on 100% design plans provided to the contractor by City Staff on a per project basis.

- 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 any subcontractors that will be utilized by the Contractor. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with current and on-going operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Rares Petrica, Senior Project Manager**, whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [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 1, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No., 473-11907, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 473-11907, dated April 17, 2017.
- 4.13 Schedule of Completion and Schedule of Values.
- 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. 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.

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

- a. Specific written direction from the City Manager (or designee)

- 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 20, 2017, and any attachments.
- g. Invitation to Bid No., 473-11907, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., 473-11907, dated April 17, 2017.
- 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 ninety (90) 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, in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card Program using the VISA network. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement this ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system. All costs associated with the implementation of this purchasing program shall be borne by the Contractor.

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, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under 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 carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and will determine 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 he 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 Contract in accordance with Article 17.

8.8.4 A certified "competent person" shall be 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 Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work 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 7 a.m. and 6:00 p.m., Monday through Friday.

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

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby

expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

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

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

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City 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 vegetation 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 No Damages for Delay: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

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

8.25 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 contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY'S RESPONSIBILITIES

9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.

9.3 Technical Clarifications and Interpretations:

9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

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

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), 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: 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.

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 (2014), 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.

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

10.3 **Insurance**

10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 per claim for any Architectural and or Engineering requirements associated with the fulfillment of any Task Order if required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. **BINDERS ARE UNACCEPTABLE.** The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall, as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

10.3.3 Commercial General Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors
Owners and Contractors Protective Liability
Contractor's Pollution Liability

10.3.4 Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
All Autos used in completing the contract	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required:

Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

- 10.3.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.
- 10.3.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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

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

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

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

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

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

11.2 **Tests and Inspections:** 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 Engineer 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 Section 11.2 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager

may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim 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, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

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

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

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

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

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance 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.
- 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.
- 14.2 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.

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 **Three Hundred Dollars (\$300.00)** 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 15 days' notice upon the occurrence of any one or more of the following events:
 - 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.4 If 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.
 - 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.

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

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

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

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

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

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

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

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

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

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

17.6 Where the Contractor's service has so been 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, Consultant, 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

with copies to:

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

To the Contractor:

Southeastern Engineering Contractors, Inc.
12054 NW 98th Avenue
Hialeah Gardens, FL 33018

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, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

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 of 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 contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed 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 Scrutinized Companies: 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, 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, 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 CONSULTANT 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 that ordinarily and necessarily would be 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 (2016), 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.

Southeastern Engineering Contractors, Inc

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

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

Item #	Line Item Notes	Unit Price	Qty/Unit	Atch. Docs
473-11907-01-01	Base Bid: Supplier FDOT PAY Product ITEM # Code: 101-1	First Offer - \$2,880.00	5 / each	\$14,400.00 Y
473-11907-01-02	Base Bid: Supplier FDOT PAY Product ITEM # Code: 101-1	First Offer - \$2,880.00	5 / each	\$14,400.00 Y
473-11907-01-03	Base Bid: Supplier FDOT PAY Product ITEM # Code: 101-1	First Offer - \$2,880.00	5 / each	\$14,400.00 Y
473-11907-01-04	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-14	First Offer - \$62.50	40 / hourly rate	\$2,500.00 Y
473-11907-01-05	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-60	First Offer - \$1.90	500 / day	\$950.00 Y
473-11907-01-06	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-11	First Offer - \$31.30	200 / linear foot	\$6,260.00 Y
473-11907-01-07	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-12	First Offer - \$12.50	500 / linear foot	\$6,250.00 Y
473-11907-01-08	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-21	First Offer - \$12.50	200 / linear foot	\$2,500.00 Y
473-11907-01-09	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-22	First Offer - \$7.50	500 / linear foot	\$3,750.00 Y
473-11907-01-10	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-74-1	First Offer - \$1.90	1500 / day	\$2,850.00 Y

473-11907-01-11	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2.50	500 / day	\$1,250.00	Y
ITEM #	102-74-2	Code:				
473-11907-01-12	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.90	100 / day	\$190.00	Y
ITEM #	102-74-6	Code:				
473-11907-01-13	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.30	500 / day	\$650.00	Y
ITEM #	E102-74-9	Code:				
473-11907-01-14	Base Bid: FDOT PAY	Supplier Product	First Offer - \$18.80	100 / day	\$1,880.00	Y
ITEM # NA	102-74	Code:				
473-11907-01-15	Base Bid: FDOT PAY	Supplier Product	First Offer - \$31.30	50 / day	\$1,565.00	Y
ITEM #	102-76	Code:				
473-11907-01-16	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.90	500 / day	\$950.00	Y
ITEM #	102-77	Code:				
473-11907-01-17	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6.30	50 / each	\$315.00	Y
ITEM #	102-78	Code:				
473-11907-01-18	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.30	50 / day	\$65.00	Y
ITEM #	102-79	Code:				
473-11907-01-19	Base Bid: FDOT PAY	Supplier Product	First Offer - \$81.30	50 / day	\$4,065.00	Y
ITEM #	102-99	Code:				
473-11907-01-20	Base Bid: FDOT PAY	Supplier Product	First Offer - \$62.50	25 / day	\$1,562.50	Y
ITEM #	102-150-1	Code:				
473-11907-01-21	Base Bid: FDOT PAY	Supplier Product	First Offer - \$312.50	20 / day	\$6,250.00	Y
ITEM # NA	102-150-1	Code:				
473-11907-01-22	Base Bid: FDOT PAY	Supplier Product	First Offer - \$22.50	200 / hourly rate	\$4,500.00	Y
ITEM # NA	102-150-1	Code:				
473-11907-01-23	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6.30	50 / linear foot	\$315.00	Y
ITEM # NA	102-150-1	Code:				

473-11907-01-24	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$112.50	30 / each	\$3,375.00	Y
473-11907-01-25	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$187.50	30 / each	\$5,625.00	Y
473-11907-01-26	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-10-3	First Offer - \$2.50	500 / linear foot	\$1,250.00	Y
473-11907-01-27	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-11	First Offer - \$10.00	500 / linear foot	\$5,000.00	Y
473-11907-01-28	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-15	First Offer - \$2,500.00	5 / each	\$12,500.00	Y
473-11907-01-29	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-18	First Offer - \$87.50	200 / each	\$17,500.00	Y
473-11907-01-30	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$3,125.00	2 / each	\$6,250.00	Y
473-11907-01-31	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$62.50	100 / hourly rate	\$6,250.00	Y
473-11907-01-32	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$162.50	100 / hourly rate	\$16,250.00	Y
473-11907-01-33	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$125.00	100 / hourly rate	\$12,500.00	Y
473-11907-01-34	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$812.50	30 / each	\$24,375.00	Y
473-11907-01-35	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$1,188.00	30 / each	\$35,640.00	Y
473-11907-01-36	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 120-1	First Offer - \$12.50	1700 / cubic yard	\$21,250.00	Y
473-11907-01-37	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 120-6	First Offer - \$12.50	750 / cubic yard	\$9,375.00	Y

473-11907--01-38	Base Bid: FDOT PAY Supplier Product ITEM # NA	Supplier Product Code: Code:	First Offer - \$112.50	10 / cubic yard	\$1,125.00	Y
473-11907--01-39	Base Bid: FDOT PAY Supplier Product ITEM #	Supplier Product Code: 121-70	First Offer - \$200.00	50 / cubic yard	\$10,000.00	Y
473-11907--01-40	Base Bid: FDOT PAY Supplier Product ITEM # NA	Supplier Product Code: Code:	First Offer - \$137.50	10 / cubic yard	\$1,375.00	Y
473-11907--01-41	Base Bid: FDOT PAY Supplier Product ITEM #	Supplier Product Code: 145-1	First Offer - \$5.00	100 / square foot	\$500.00	Y
473-11907--01-42	Base Bid: FDOT PAY Supplier Product ITEM # NA	Supplier Product Code: Code:	First Offer - \$18.80	7000 / square yard	\$131,600.00	Y
473-11907--01-43	Base Bid: FDOT PAY Supplier Product ITEM #	Supplier Product Code: 706-3	First Offer - \$6.30	50 / each	\$315.00	Y
473-11907--01-44	Base Bid: FDOT PAY Supplier Product ITEM #	Supplier Product Code: 710-11- 101, 710- 11-201, OR 710-11- 421	First Offer - \$2.50	100 / linear foot	\$250.00	Y
473-11907--01-45	Base Bid: FDOT PAY Supplier Product ITEM #	Supplier Product Code: 710-11-102 OR 710-11- 202	First Offer - \$3.80	50 / linear foot	\$190.00	Y
473-11907--01-46	Base Bid: FDOT PAY Supplier Product ITEM #	Supplier Product Code: 710-11-123 OR 710-11- 223	First Offer - \$6.30	50 / linear foot	\$315.00	Y
473-11907--01-47	Base Bid: FDOT PAY Supplier Product ITEM #	Supplier Product Code: 710-11-124 OR 710-11- 224	First Offer - \$10.00	25 / linear foot	\$250.00	Y
473-11907--01-48	Base Bid: FDOT PAY Supplier Product		First Offer - \$11.30	100 / linear foot	\$1,130.00	Y

ITEM # **Code:**

710-11-125

OR 710-11-

225

473-11907-01-49	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2.50	100 / linear foot	\$250.00	Y
	ITEM #	Code:				
	710-11-131					
	OR 710-11-					
	231					
473-11907-01-50	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5.00	100 / square foot	\$500.00	Y
	ITEM #	Code:				
	710-11-190					
	OR 710-11-					
	290					
473-11907-01-51	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6.30	1000 / linear foot	\$6,300.00	Y
	ITEM #	Code:				
	711-1A-					
	BCD					
473-11907-01-52	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7.50	200 / linear foot	\$1,500.00	Y
	ITEM #	Code:				
	711-11-					
	102					
473-11907-01-53	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10.00	100 / linear foot	\$1,000.00	Y
	ITEM #	Code:				
	711-11-					
	123					
473-11907-01-54	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	50 / linear foot	\$625.00	Y
	ITEM #	Code:				
	711-11-					
	124					
473-11907-01-55	Base Bid: FDOT PAY	Supplier Product	First Offer - \$15.00	300 / linear foot	\$4,500.00	Y
	ITEM #	Code:				
	711-11-					
	125					
473-11907-01-56	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	500 / square foot	\$6,250.00	Y
	ITEM #	Code:				
	711-17					
473-11907-01-57	Base Bid: FDOT PAY	Supplier Product	First Offer - \$8.80	500 / linear foot	\$4,400.00	Y
	ITEM # NA	Code:				
473-11907-01-58	Base Bid: FDOT PAY	Supplier Product	First Offer - \$21.30	2000 / square yard	\$42,600.00	Y

ITEM #	Code:	Supplier	First Offer - \$18.80	500 / square yard	\$9,400.00	Y
110-4		FDOT PAY	Product			
473-11907-01-59	ITEM # NA	Code:				
473-11907-01-60	Base Bid:	Supplier	First Offer - \$56.30	50 / cubic yard	\$2,815.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-61	Base Bid:	Supplier	First Offer - \$11.30	1000 / linear foot	\$11,300.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-16-003						
473-11907-01-62	Base Bid:	Supplier	First Offer - \$15.00	3000 / linear foot	\$45,000.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-16-004						
473-11907-01-63	Base Bid:	Supplier	First Offer - \$43.80	200 / linear foot	\$8,760.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-16-005						
473-11907-01-64	Base Bid:	Supplier	First Offer - \$68.80	50 / linear foot	\$3,440.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-16-006						
473-11907-01-65	Base Bid:	Supplier	First Offer - \$25.00	10 / linear foot	\$250.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-18-002						
473-11907-01-66	Base Bid:	Supplier	First Offer - \$25.00	200 / linear foot	\$5,000.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-18-002						
473-11907-01-67	Base Bid:	Supplier	First Offer - \$56.30	100 / linear foot	\$5,630.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-18-002						
473-11907-01-68	Base Bid:	Supplier	First Offer - \$56.30	50 / linear foot	\$2,815.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
1050-18-002						
473-11907-01-69	Base Bid:	Supplier	First Offer - \$625.00	60 / each	\$37,500.00	Y

	FDOT PAY ITEM #	Product Code:				
473-11907-01-70	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 700-1-60	First Offer - \$15.00	100 / square yard	\$1,500.00	Y
473-11907-01-71	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 327-70-19	First Offer - \$100.00	10 / each	\$1,000.00	Y
473-11907-01-72	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 327-70-1	First Offer - \$4.40	10000 / square yard	\$44,000.00	Y
473-11907-01-73	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 522-2	First Offer - \$8.80	500 / square yard	\$4,400.00	Y
473-11907-01-74	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 327-70-1	First Offer - \$57.50	1000 / square yard	\$57,500.00	Y
473-11907-01-75	Base Bid: FDOT PAY ITEM #	Supplier Product Code: NA	First Offer - \$76.30	150 / square yard	\$11,445.00	Y
473-11907-01-76	Base Bid: FDOT PAY ITEM #	Supplier Product Code: NA	First Offer - \$72.50	100 / square yard	\$7,250.00	Y
473-11907-01-77	Base Bid: FDOT PAY ITEM #	Supplier Product Code: NA	First Offer - \$96.30	10 / square yard	\$963.00	Y
473-11907-01-78	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 526-1-1	First Offer - \$113.00	750 / square yard	\$84,750.00	Y
473-11907-01-79	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 526-1-2	First Offer - \$79.00	250 / square yard	\$19,750.00	Y
473-11907-01-80	Base Bid: FDOT PAY ITEM #	Supplier Product Code: NA	First Offer - \$200.00	100 / square yard	\$20,000.00	Y
473-11907-01-81	Base Bid: FDOT PAY ITEM #	Supplier Product Code: NA	First Offer - \$200.00	200 / square yard	\$40,000.00	Y
473-11907-01-82	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 210-1-9	First Offer - \$15.00	1000 / square yard	\$15,000.00	Y

473-11907-01-83	Base Bid: FDOT PAY ITEM # 210-1-8	Supplier Product Code:	First Offer - \$16.30	1000 / square yard	\$16,300.00	Y
473-11907-01-84	Base Bid: FDOT PAY ITEM # 210-1-1	Supplier Product Code:	First Offer - \$16.90	3000 / square yard	\$50,700.00	Y
473-11907-01-85	Base Bid: FDOT PAY ITEM # 285-704	Supplier Product Code:	First Offer - \$20.00	500 / square yard	\$10,000.00	Y
473-11907-01-86	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5.00	500 / square yard	\$2,500.00	Y
473-11907-01-87	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$200.00	10 / ton	\$2,000.00	Y
473-11907-01-88	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$225.00	10 / cubic foot	\$2,250.00	Y
473-11907-01-89	Base Bid: FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1- 15	Supplier Product Code:	First Offer - \$225.00	200 / ton	\$45,000.00	Y
473-11907-01-90	Base Bid: FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1- 15	Supplier Product Code:	First Offer - \$313.00	10 / ton	\$3,130.00	Y
473-11907-01-91	Base Bid: FDOT PAY ITEM # 350-5	Supplier Product Code:	First Offer - \$13.00	100 / linear foot	\$1,300.00	Y
473-11907-01-92	Base Bid: FDOT PAY ITEM # 350-6	Supplier Product Code:	First Offer - \$13.00	100 / linear foot	\$1,300.00	Y
473-11907-01-93	Base Bid: FDOT PAY	Supplier Product	First Offer - \$75.00	10 / square yard	\$750.00	Y

ITEM # Code: 352-70						
473-11907-01-94	Base Bid: FDOT PAY	Supplier Product	First Offer - \$200.00	10 / gallon	\$2,000.00	Y
	ITEM #	Code:				
	411-1					
473-11907-01-95	Base Bid: FDOT PAY	Supplier Product	First Offer - \$625.00	20 / hourly rate	\$12,500.00	Y
	ITEM # NA	Code:				
473-11907-01-96	Base Bid: FDOT PAY	Supplier Product	First Offer - \$25.00	10 / square yard	\$250.00	Y
	ITEM # NA	Code:				
473-11907-01-97	Base Bid: FDOT PAY	Supplier Product	First Offer - \$20.00	50 / linear foot	\$1,000.00	Y
	ITEM #	Code:				
	520-1-7					
473-11907-01-98	Base Bid: FDOT PAY	Supplier Product	First Offer - \$24.00	1000 / linear foot	\$24,000.00	Y
	ITEM #	Code:				
	520-1-10					
473-11907-01-99	Base Bid: FDOT PAY	Supplier Product	First Offer - \$18.00	1000 / linear foot	\$18,000.00	Y
	ITEM #	Code:				
	520-2-4					
473-11907-01-100	Base Bid: FDOT PAY	Supplier Product	First Offer - \$24.00	50 / linear foot	\$1,200.00	Y
	ITEM #	Code:				
	520-2-8					
473-11907-01-101	Base Bid: FDOT PAY	Supplier Product	First Offer - \$24.00	100 / linear foot	\$2,400.00	Y
	ITEM #	Code:				
	520-3:					
473-11907-01-102	Base Bid: FDOT PAY	Supplier Product	First Offer - \$50.00	200 / square foot	\$10,000.00	Y
	ITEM #	Code:				
	527-2					
473-11907-01-103	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,000.00	20 / each	\$20,000.00	Y
	ITEM # NA	Code:				
473-11907-01-104	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,000.00	5 / each	\$10,000.00	Y
	ITEM # NA	Code:				
473-11907-01-105	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,214.00	20 / each	\$84,280.00	Y
	ITEM #425-	Code:				
	1-52					
473-11907-01-106	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,120.00	1 / each	\$5,120.00	Y

ITEM #425- Code:

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473-11907-01-107	Base Bid: Supplier FDOT PAY Product	First Offer - \$4,695.00	20 / each	\$93,900.00	Y
	ITEM #425- Code: 1-54				
473-11907-01-108	Base Bid: Supplier FDOT PAY Product	First Offer - \$5,563.00	1 / each	\$5,563.00	Y
	ITEM #425- Code: 1-54				
473-11907-01-109	Base Bid: Supplier FDOT PAY Product	First Offer - \$4,758.00	20 / each	\$95,160.00	Y
	ITEM #425- Code: 1-55				
473-11907-01-110	Base Bid: Supplier FDOT PAY Product	First Offer - \$5,620.00	1 / each	\$5,620.00	Y
	ITEM #425- Code: 1-55				
473-11907-01-111	Base Bid: Supplier FDOT PAY Product	First Offer - \$4,780.00	10 / each	\$47,800.00	Y
	ITEM #425- Code: 1-56				
473-11907-01-112	Base Bid: Supplier FDOT PAY Product	First Offer - \$5,590.00	1 / each	\$5,590.00	Y
	ITEM #425- Code: 1-56				
473-11907-01-113	Base Bid: Supplier FDOT PAY Product	First Offer - \$11,950.00	10 / each	\$119,500.00	Y
	ITEM #425- Code: 1-57				
473-11907-01-114	Base Bid: Supplier FDOT PAY Product	First Offer - \$13,180.00	1 / each	\$13,180.00	Y
	ITEM #425- Code: 1-57				
473-11907-01-115	Base Bid: Supplier FDOT PAY Product	First Offer - \$4,100.00	30 / each	\$123,000.00	Y
	ITEM # NA Code:				
473-11907-01-116	Base Bid: Supplier FDOT PAY Product	First Offer - \$4,807.00	1 / each	\$4,807.00	Y
	ITEM # NA Code:				
473-11907-01-117	Base Bid: Supplier FDOT PAY Product	First Offer - \$4,990.00	15 / each	\$74,850.00	Y
	ITEM # NA Code:				
473-11907-01-118	Base Bid: Supplier FDOT PAY Product	First Offer - \$5,900.00	1 / each	\$5,900.00	Y
	ITEM # NA Code:				
473-11907-01-119	Base Bid: Supplier FDOT PAY Product	First Offer - \$5,580.00	10 / each	\$55,800.00	Y

ITEM # NA Code:						
473-11907-01-120	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,658.00	1 / each	\$6,658.00	Y
ITEM # NA Code:						
473-11907-01-121	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,692.00	5 / each	\$38,460.00	Y
ITEM # NA Code:						
473-11907-01-122	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,790.00	1 / each	\$11,790.00	Y
ITEM # NA Code:						
473-11907-01-123	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,350.00	5 / each	\$66,750.00	Y
ITEM # NA Code:						
473-11907-01-124	Base Bid: FDOT PAY	Supplier Product	First Offer - \$15,630.00	1 / each	\$15,630.00	Y
ITEM # NA Code:						
473-11907-01-125	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,452.00	5 / each	\$32,260.00	Y
ITEM # NA Code:						
473-11907-01-126	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10,250.00	1 / each	\$10,250.00	Y
ITEM # NA Code:						
473-11907-01-127	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10,640.00	5 / each	\$53,200.00	Y
ITEM # NA Code:						
473-11907-01-128	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12,020.00	1 / each	\$12,020.00	Y
ITEM # NA Code:						
473-11907-01-129	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,110.00	20 / each	\$102,200.00	Y
ITEM # NA Code:						
473-11907-01-130	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,083.00	1 / each	\$6,083.00	Y
ITEM # NA Code:						
473-11907-01-131	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,610.00	20 / each	\$112,200.00	Y
ITEM # NA Code:						
473-11907-01-132	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,702.00	2 / each	\$13,404.00	Y
ITEM # NA Code:						
473-11907-01-133	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,693.00	5 / each	\$38,465.00	Y
ITEM # NA Code:						
473-11907-01-134	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,772.00	1 / each	\$11,772.00	Y
ITEM # NA Code:						

473-11907-01-135	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5,060.00	5 / each	\$25,300.00	Y
473-11907-01-136	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$6,030.00	1 / each	\$6,030.00	Y
473-11907-01-137	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5,560.00	5 / each	\$27,800.00	Y
473-11907-01-138	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$6,653.00	1 / each	\$6,653.00	Y
473-11907-01-139	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$7,610.00	5 / each	\$38,050.00	Y
473-11907-01-140	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$11,690.00	1 / each	\$11,690.00	Y
473-11907-01-141	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$11,600.00	3 / each	\$34,800.00	Y
473-11907-01-142	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$13,820.00	1 / each	\$13,820.00	Y
473-11907-01-143	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,125.00	5 / each	\$15,625.00	Y
473-11907-01-144	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,250.00	15 / each	\$48,750.00	Y
473-11907-01-145	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,500.00	10 / each	\$35,000.00	Y
473-11907-01-146	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,750.00	5 / each	\$18,750.00	Y
473-11907-01-147	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$440.00	10 / linear foot	\$4,400.00	Y
473-11907-01-148	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$475.00	50 / linear foot	\$23,750.00	Y
473-11907-01-149	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$500.00	125 / linear foot	\$62,500.00	Y
473-11907-01-150	Base Bid: Supplier		First Offer - \$625.00	100 / linear foot	\$62,500.00	Y

FDOT PAY ITEM # NA	Product Code:	Supplier	First Offer - \$688.00	100 / linear foot	\$68,800.00	Y
473-11907--01-151	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-4	First Offer - \$875.00	5 / each	\$4,375.00	Y
473-11907--01-153	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-5	First Offer - \$500.00	5 / each	\$2,500.00	Y
473-11907--01-154	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-6	First Offer - \$250.00	5 / each	\$1,250.00	Y
473-11907--01-155	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-8	First Offer - \$1,000.00	3 / each	\$3,000.00	Y
473-11907--01-156	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-11	First Offer - \$1,750.00	3 / each	\$5,250.00	Y
473-11907--01-157	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-71	First Offer - \$2,520.00	3 / each	\$7,560.00	Y
473-11907--01-158	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-74-1	First Offer - \$1,250.00	3 / each	\$3,750.00	Y
473-11907--01-159	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 425-74-2	First Offer - \$1,500.00	3 / each	\$4,500.00	Y
473-11907--01-160	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code: 430-174-	First Offer - \$65.00	100 / linear foot	\$6,500.00	Y
473-11907--01-161	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code: 112, 430-	First Offer - \$54.00	500 / linear foot	\$27,000.00	Y
473-11907--01-162	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 430-174-	First Offer - \$69.00	500 / linear foot	\$34,500.00	Y

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473-11907-01-163	Base Bid: FDOT PAY	Supplier Product	First Offer - \$62.00	1500 / linear foot	\$93,000.00	Y
	ITEM #	Code:				
	430-174-					
	112, 430-					
	174-115					
473-11907-01-164	Base Bid: FDOT PAY	Supplier Product	First Offer - \$82.00	250 / linear foot	\$20,500.00	Y
	ITEM #	Code:				
	430-174-					
	118, 430-					
	174-124					
473-11907-01-165	Base Bid: FDOT PAY	Supplier Product	First Offer - \$76.00	1000 / linear foot	\$76,000.00	Y
	ITEM #	Code:				
	430-174-					
	118, 430-					
	174-124					
473-11907-01-166	Base Bid: FDOT PAY	Supplier Product	First Offer - \$166.00	100 / linear foot	\$16,600.00	Y
	ITEM #	Code:				
	430-174-					
	130, 430-					
	174-136					
473-11907-01-167	Base Bid: FDOT PAY	Supplier Product	First Offer - \$151.00	500 / linear foot	\$75,500.00	Y
	ITEM #	Code:				
	430-174-					
	130, 430-					
	174-136					
473-11907-01-168	Base Bid: FDOT PAY	Supplier Product	First Offer - \$247.00	100 / linear foot	\$24,700.00	Y
	ITEM #	Code:				
	430-174-					
	142, 430-					
	174-148					
473-11907-01-169	Base Bid: FDOT PAY	Supplier Product	First Offer - \$201.00	200 / linear foot	\$40,200.00	Y
	ITEM #	Code:				
	430-174-					
	142, 430-					
	174-148					
473-11907-01-170	Base Bid: FDOT PAY	Supplier Product	First Offer - \$310.00	100 / linear foot	\$31,000.00	Y
	ITEM #	Code:				
	430-174-					
	154, 430-					
	174-160					
473-11907-01-171	Base Bid: Supplier		First Offer - \$267.00	100 / linear foot	\$26,700.00	Y

		FDOT PAY ITEM #	Product Code:			
		430-174- 154, 430- 174-160				
473-11907-01-172	Base Bid:	Supplier FDOT PAY ITEM #	Product Code:	First Offer - \$108.00	150 / linear foot	\$16,200.00
		430-174- 215 OR 430-174- 218				Y
473-11907-01-173	Base Bid:	Supplier FDOT PAY ITEM #	Product Code:	First Offer - \$114.00	50 / linear foot	\$5,700.00
		430-174- 215 OR 430-174- 218				Y
473-11907-01-174	Base Bid:	Supplier FDOT PAY ITEM #	Product Code:	First Offer - \$120.00	150 / linear foot	\$18,000.00
		430-174- 224				Y
473-11907-01-175	Base Bid:	Supplier FDOT PAY ITEM #	Product Code:	First Offer - \$129.00	50 / linear foot	\$6,450.00
		430-174- 224				Y
473-11907-01-176	Base Bid:	Supplier FDOT PAY ITEM #	Product Code:	First Offer - \$145.00	150 / linear foot	\$21,750.00
		430-174- 230 OR 430-174- 236				Y
473-11907-01-177	Base Bid:	Supplier FDOT PAY ITEM #	Product Code:	First Offer - \$158.00	50 / linear foot	\$7,900.00
		430-174- 230 OR 430-174- 236				Y
473-11907-01-178	Base Bid:	Supplier FDOT PAY ITEM #	Product Code:	First Offer - \$750.00	50 / each	\$37,500.00
		430-821- 23, 430- 821-25, OR 430-821- 29				Y

473-11907-01-179	Base Bid: FDOT PAY	Supplier Product	First Offer - \$938.00	10 / each	\$9,380.00	Y
	ITEM #	Code:				
	430-821-33					
	OR 430-					
	821-38					
473-11907-01-180	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,063.00	5 / each	\$5,315.00	Y
	ITEM #	Code:				
	430-821-40					
	OR 430-					
	821-41					
473-11907-01-181	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,188.00	5 / each	\$5,940.00	Y
	ITEM #	Code:				
	430-821-42					
	OR 430-					
	821-43					
473-11907-01-182	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,250.00	3 / each	\$3,750.00	Y
	ITEM #	Code:				
	430-821-					
	61					
473-11907-01-183	Base Bid: FDOT PAY	Supplier Product	First Offer - \$313.00	20 / cubic yard	\$6,260.00	Y
	ITEM #	Code:				
	430-830					
473-11907-01-184	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,250.00	10 / each	\$12,500.00	Y
	ITEM #	Code:				
	430-982-					
	121, 430-					
	982-123,					
	OR 430-					
	982-125					
473-11907-01-185	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,310.00	4 / each	\$5,240.00	Y
	ITEM #	Code:				
	430-982-					
	129					
473-11907-01-186	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,520.00	2 / each	\$5,040.00	Y
	ITEM #	Code:				
	430-982-					
	133 OR					
	430-982-					
	138					
473-11907-01-187	Base Bid: FDOT PAY	Supplier Product	First Offer - \$110.00	100 / linear foot	\$11,000.00	Y
	ITEM # NA	Code:				

473-11907-01-188	Base Bid: FDOT PAY ITEM # 443-70-3	Supplier Product Code:	First Offer - \$121.00	1000 / linear foot	\$121,000.00	Y
473-11907-01-189	Base Bid: FDOT PAY ITEM # 443-70-4	Supplier Product Code:	First Offer - \$133.00	250 / linear foot	\$33,250.00	Y
473-11907-01-190	Base Bid: FDOT PAY ITEM # E432-4	Supplier Product Code:	First Offer - \$6.30	1000 / linear foot	\$6,300.00	Y
473-11907-01-191	Base Bid: FDOT PAY ITEM # 430-95-1	Supplier Product Code:	First Offer - \$50.00	200 / linear foot	\$10,000.00	Y
473-11907-01-192	Base Bid: FDOT PAY ITEM # 430-95-2	Supplier Product Code:	First Offer - \$69.00	50 / linear foot	\$3,450.00	Y
473-11907-01-193	Base Bid: FDOT PAY ITEM # 430-95-3	Supplier Product Code:	First Offer - \$75.00	50 / linear foot	\$3,750.00	Y
473-11907-01-194	Base Bid: FDOT PAY ITEM # 430-95-4	Supplier Product Code:	First Offer - \$113.00	25 / linear foot	\$2,825.00	Y
473-11907-01-195	Base Bid: FDOT PAY ITEM # 430-95-5	Supplier Product Code:	First Offer - \$125.00	25 / linear foot	\$3,125.00	Y
473-11907-01-196	Base Bid: FDOT PAY ITEM # 430-96	Supplier Product Code:	First Offer - \$2,500.00	25 / each	\$62,500.00	Y
473-11907-01-197	Base Bid: FDOT PAY ITEM # 431-1-1	Supplier Product Code:	First Offer - \$200.00	1000 / linear foot	\$200,000.00	Y
473-11907-01-198	Base Bid: FDOT PAY ITEM # 431-1-2	Supplier Product Code:	First Offer - \$350.00	250 / linear foot	\$87,500.00	Y
473-11907-01-199	Base Bid: FDOT PAY ITEM # 431-1-3	Supplier Product Code:	First Offer - \$530.00	250 / linear foot	\$132,500.00	Y

473-11907-01-200	Base Bid: FDOT PAY ITEM # 431-1-4	Supplier Product Code:	First Offer - \$750.00	250 / linear foot	\$187,500.00	Y
473-11907-01-201	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,650.00	250 / linear foot	\$412,500.00	Y
473-11907-01-202	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$99.00	10 / cubic yard	\$990.00	Y
473-11907-01-203	Base Bid: FDOT PAY ITEM # 444-74-1	Supplier Product Code:	First Offer - \$14,375.00	10 / each	\$143,750.00	Y
473-11907-01-204	Base Bid: FDOT PAY ITEM # 444-74-1	Supplier Product Code:	First Offer - \$15,000.00	5 / each	\$75,000.00	Y
473-11907-01-205	Base Bid: FDOT PAY ITEM # 444-70-11	Supplier Product Code:	First Offer - \$542.00	15 / linear foot	\$8,130.00	Y
473-11907-01-206	Base Bid: FDOT PAY ITEM # 444-71-11	Supplier Product Code:	First Offer - \$563.00	15 / linear foot	\$8,445.00	Y
473-11907-01-207	Base Bid: FDOT PAY ITEM # 444-71-10	Supplier Product Code:	First Offer - \$375.00	1 / linear foot	\$375.00	Y
473-11907-01-208	Base Bid: FDOT PAY ITEM # 444-71-11	Supplier Product Code:	First Offer - \$375.00	5 / linear foot	\$1,875.00	Y
473-11907-01-209	Base Bid: FDOT PAY ITEM # 444-71-12	Supplier Product Code:	First Offer - \$375.00	1 / linear foot	\$375.00	Y
473-11907-01-210	Base Bid: FDOT PAY ITEM # 455-133-2	Supplier Product Code:	First Offer - \$63.00	200 / square foot	\$12,600.00	Y
473-11907-01-211	Base Bid: FDOT PAY ITEM # 430-94-1	Supplier Product Code:	First Offer - \$8.00	1000 / linear foot	\$8,000.00	Y
473-11907-01-212	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10.00	250 / linear foot	\$2,500.00	Y

	ITEM #	Code:				
473-11907-01-213	Base Bid:	Supplier	First Offer - \$18.00	100 / linear foot	\$1,800.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
430-94-2						
473-11907-01-214	Base Bid:	Supplier	First Offer - \$22.00	100 / linear foot	\$2,200.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
430-94-3						
473-11907-01-215	Base Bid:	Supplier	First Offer - \$29.00	50 / linear foot	\$1,450.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
430-94-5						
473-11907-01-216	Base Bid:	Supplier	First Offer - \$910.00	15 / day	\$13,650.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-217	Base Bid:	Supplier	First Offer - \$940.00	5 / day	\$4,700.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-218	Base Bid:	Supplier	First Offer - \$980.00	3 / day	\$2,940.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-219	Base Bid:	Supplier	First Offer - \$25.00	100 / linear foot	\$2,500.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-220	Base Bid:	Supplier	First Offer - \$1,125.00	12 / hourly rate	\$13,500.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-221	Base Bid:	Supplier	First Offer - \$175.00	25 / day	\$4,375.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-222	Base Bid:	Supplier	First Offer - \$188.00	5 / day	\$940.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-223	Base Bid:	Supplier	First Offer - \$225.00	5 / day	\$1,125.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-224	Base Bid:	Supplier	First Offer - \$1,100.00	50 / each	\$55,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-225	Base Bid:	Supplier	First Offer - \$1,213.00	50 / each	\$60,650.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-226	Base Bid:	Supplier	First Offer - \$2,120.00	10 / each	\$21,200.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				

473-11907-01-227	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,400.00	10 / each	\$34,000.00	Y
473-11907-01-228	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5,750.00	5 / each	\$28,750.00	Y
473-11907-01-229	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$563.00	10 / cubic yard	\$5,630.00	Y
530-1						
473-11907-01-230	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$500.00	2 / ton	\$1,000.00	Y
530-3-3						
473-11907-01-231	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$563.00	2 / ton	\$1,126.00	Y
530-3-4						
473-11907-01-232	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$63.00	5 / ton	\$315.00	Y
530-74						
473-11907-01-233	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$13.80	200 / linear foot	\$2,760.00	Y
473-11907-01-234	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18.80	500 / linear foot	\$9,400.00	Y
473-11907-01-235	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,375.00	10 / each	\$13,750.00	Y
473-11907-01-236	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$100.00	300 / linear foot	\$30,000.00	Y
473-11907-01-237	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,250.00	5 / each	\$6,250.00	Y
473-11907-01-238	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$21.30	500 / linear foot	\$10,650.00	Y
473-11907-01-239	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,875.00	5 / each	\$9,375.00	Y
473-11907-01-240	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$1,375.00	5 / each	\$6,875.00	Y
550-60-						

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473-11907-01-241	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,125.00	2 / each	\$4,250.00	Y
	ITEM #	Code:				
	550-60-					
	212, 550-					
	60-213, OR					
	550-60-					
	214					
473-11907-01-242	Base Bid: FDOT PAY	Supplier Product	First Offer - \$23.80	100 / hourly rate	\$2,380.00	Y
	ITEM # NA	Code:				
473-11907-01-243	Base Bid: FDOT PAY	Supplier Product	First Offer - \$150.00	10 / hourly rate	\$1,500.00	Y
	ITEM # NA	Code:				
473-11907-01-244	Base Bid: FDOT PAY	Supplier Product	First Offer - \$500.00	10 / hourly rate	\$5,000.00	Y
	ITEM # NA	Code:				
473-11907-01-245	Base Bid: FDOT PAY	Supplier Product	First Offer - \$93.80	10 / hourly rate	\$938.00	Y
	ITEM # NA	Code:				
473-11907-01-246	Base Bid: FDOT PAY	Supplier Product	First Offer - \$125.00	10 / hourly rate	\$1,250.00	Y
	ITEM # NA	Code:				
473-11907-01-247	Base Bid: FDOT PAY	Supplier Product	First Offer - \$150.00	10 / hourly rate	\$1,500.00	Y
	ITEM # NA	Code:				
473-11907-01-248	Base Bid: FDOT PAY	Supplier Product	First Offer - \$125.00	10 / hourly rate	\$1,250.00	Y
	ITEM # NA	Code:				
473-11907-01-249	Base Bid: FDOT PAY	Supplier Product	First Offer - \$375.00	10 / hourly rate	\$3,750.00	Y
	ITEM # NA	Code:				
473-11907-01-250	Base Bid: FDOT PAY	Supplier Product	First Offer - \$375.00	20 / hourly rate	\$7,500.00	Y
	ITEM # NA	Code:				
473-11907-01-251	Base Bid: FDOT PAY	Supplier Product	First Offer - \$93.80	20 / hourly rate	\$1,876.00	Y
	ITEM # NA	Code:				
473-11907-01-252	Base Bid: FDOT PAY	Supplier Product	First Offer - \$187.50	10 / hourly rate	\$1,875.00	Y
	ITEM # NA	Code:				
473-11907-01-253	Base Bid: FDOT PAY	Supplier Product	First Offer - \$75.00	10 / hourly rate	\$750.00	Y
	ITEM # NA	Code:				
473-11907-01-254	Base Bid: FDOT PAY	Supplier Product	First Offer - \$563.00	5 / each	\$2,815.00	Y

	ITEM #	Code:				
	700-1-40					
473-11907-01-255	Base Bid:	Supplier	First Offer - \$188.00	5 / each	\$940.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	700-1-50					
473-11907-01-256	Base Bid:	Supplier	First Offer - \$50.00	100 / linear foot	\$5,000.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	1050-11-					
	211, 1050-					
	11-212, OR					
	1050-11-					
	213					
473-11907-01-257	Base Bid:	Supplier	First Offer - \$125.00	100 / linear foot	\$12,500.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	1050-11-					
	425					
473-11907-01-258	Base Bid:	Supplier	First Offer - \$157.00	100 / linear foot	\$15,700.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	1050-11-					
	425					
473-11907-01-259	Base Bid:	Supplier	First Offer - \$1,875.00	2 / each	\$3,750.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	1644-700					
473-11907-01-260	Base Bid:	Supplier	First Offer - \$4,375.00	2 / each	\$8,750.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	1644-800					
473-11907-01-261	Base Bid:	Supplier	First Offer - \$363.00	50 / each	\$18,150.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-262	Base Bid:	Supplier	First Offer - \$425.00	20 / each	\$8,500.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-263	Base Bid:	Supplier	First Offer - \$363.00	30 / each	\$10,890.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-264	Base Bid:	Supplier	First Offer - \$425.00	10 / each	\$4,250.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-265	Base Bid:	Supplier	First Offer - \$810.00	2 / each	\$1,620.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-266	Base Bid:	Supplier	First Offer - \$900.00	2 / each	\$1,800.00	Y

FDOT PAY ITEM # NA	Product Code:	Supplier	First Offer - \$1,100.00	2 / each	\$2,200.00	Y
473-11907--01-267	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$900.00	2 / each	\$1,800.00	Y
473-11907--01-268	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,600.00	5 / each	\$8,000.00	Y
473-11907--01-269	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$900.00	5 / each	\$4,500.00	Y
473-11907--01-270	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$2,000.00	10 / each	\$20,000.00	Y
473-11907--01-271	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,350.00	10 / each	\$13,500.00	Y
473-11907--01-272	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$2,500.00	10 / each	\$25,000.00	Y
473-11907--01-273	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,800.00	10 / each	\$18,000.00	Y
473-11907--01-274	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,400.00	10 / each	\$34,000.00	Y
473-11907--01-275	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,800.00	10 / each	\$18,000.00	Y
473-11907--01-276	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$4,600.00	5 / each	\$23,000.00	Y
473-11907--01-277	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$2,250.00	5 / each	\$11,250.00	Y
473-11907--01-278	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$6,600.00	5 / each	\$33,000.00	Y
473-11907--01-279	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,325.00	5 / each	\$16,625.00	Y
473-11907--01-280	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$11,300.00	2 / each	\$22,600.00	Y

ITEM # NA Code:						
473-11907-01-282	Base Bid: FDOT PAY	Supplier Product	First Offer - \$3,990.00	2 / each	\$7,980.00	Y
ITEM # NA Code:						
473-11907-01-283	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,100.00	2 / each	\$26,200.00	Y
ITEM # NA Code:						
473-11907-01-284	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,320.00	2 / each	\$10,640.00	Y
ITEM # NA Code:						
473-11907-01-285	Base Bid: FDOT PAY	Supplier Product	First Offer - \$19,500.00	2 / each	\$39,000.00	Y
ITEM # NA Code:						
473-11907-01-286	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,980.00	2 / each	\$15,960.00	Y
ITEM # NA Code:						
473-11907-01-287	Base Bid: FDOT PAY	Supplier Product	First Offer - \$30,300.00	2 / each	\$60,600.00	Y
ITEM # NA Code:						
473-11907-01-288	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,970.00	2 / each	\$23,940.00	Y
ITEM # NA Code:						
473-11907-01-289	Base Bid: FDOT PAY	Supplier Product	First Offer - \$59,500.00	2 / each	\$119,000.00	Y
ITEM # NA Code:						
473-11907-01-290	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,300.00	2 / each	\$26,600.00	Y
ITEM # NA Code:						
473-11907-01-291	Base Bid: FDOT PAY	Supplier Product	First Offer - \$79,100.00	2 / each	\$158,200.00	Y
ITEM # NA Code:						
473-11907-01-292	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,300.00	2 / each	\$26,600.00	Y
ITEM # NA Code:						
473-11907-01-293	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,500.00	5 / each	\$12,500.00	Y
ITEM # NA Code:						
473-11907-01-294	Base Bid: FDOT PAY	Supplier Product	First Offer - \$900.00	5 / each	\$4,500.00	Y
ITEM # NA Code:						
473-11907-01-295	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,875.00	5 / each	\$14,375.00	Y
ITEM # NA Code:						
473-11907-01-296	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,350.00	15 / each	\$20,250.00	Y
ITEM # NA Code:						

473-11907-01-297	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,750.00	25 / each	\$93,750.00	Y
473-11907-01-298	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,800.00	25 / each	\$45,000.00	Y
473-11907-01-299	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$6,250.00	30 / each	\$187,500.00	Y
473-11907-01-300	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,800.00	30 / each	\$54,000.00	Y
473-11907-01-301	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$7,625.00	25 / each	\$190,625.00	Y
473-11907-01-302	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$2,250.00	25 / each	\$56,250.00	Y
473-11907-01-303	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$10,250.00	15 / each	\$153,750.00	Y
473-11907-01-304	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,325.00	15 / each	\$49,875.00	Y
473-11907-01-305	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$14,750.00	5 / each	\$73,750.00	Y
473-11907-01-306	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,990.00	5 / each	\$19,950.00	Y
473-11907-01-307	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18,250.00	5 / each	\$91,250.00	Y
473-11907-01-308	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5,320.00	5 / each	\$26,600.00	Y
473-11907-01-309	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$20,375.00	5 / each	\$101,875.00	Y
473-11907-01-310	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$7,980.00	5 / each	\$39,900.00	Y
473-11907-01-311	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$36,125.00	5 / each	\$180,625.00	Y
473-11907-01-312	Base Bid: Supplier		First Offer - \$11,970.00	5 / each	\$59,850.00	Y

		FDOT PAY ITEM # NA	Product Code:	Supplier	First Offer - \$61,000.00	5 / each	\$305,000.00	Y
473-11907-01-313	Base Bid:	Supplier	First Offer - \$61,000.00	5 / each	\$305,000.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-314	Base Bid:	Supplier	First Offer - \$13,300.00	5 / each	\$66,500.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-315	Base Bid:	Supplier	First Offer - \$79,625.00	5 / each	\$398,125.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-316	Base Bid:	Supplier	First Offer - \$13,300.00	5 / each	\$66,500.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-317	Base Bid:	Supplier	First Offer - \$118,625.00	5 / each	\$593,125.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-318	Base Bid:	Supplier	First Offer - \$18,620.00	5 / each	\$93,100.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-319	Base Bid:	Supplier	First Offer - \$750.00	5 / each	\$3,750.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-320	Base Bid:	Supplier	First Offer - \$1,000.00	2 / each	\$2,000.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-321	Base Bid:	Supplier	First Offer - \$1,500.00	1 / each	\$1,500.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-322	Base Bid:	Supplier	First Offer - \$3,125.00	1 / each	\$3,125.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-323	Base Bid:	Supplier	First Offer - \$3,750.00	1 / each	\$3,750.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-324	Base Bid:	Supplier	First Offer - \$1,875.00	20 / each	\$37,500.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-325	Base Bid:	Supplier	First Offer - \$2,500.00	20 / each	\$50,000.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-326	Base Bid:	Supplier	First Offer - \$4,375.00	5 / each	\$21,875.00	Y		
	FDOT PAY ITEM # NA	Product Code:						
473-11907-01-327	Base Bid:	Supplier	First Offer - \$5,625.00	5 / each	\$28,125.00	Y		
	FDOT PAY ITEM # NA	Product Code:						

ITEM # NA Code:						
473-11907-01-328	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,875.00	3 / each	\$20,625.00	Y
ITEM # NA Code:						
473-11907-01-329	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12,500.00	1 / each	\$12,500.00	Y
ITEM # NA Code:						
473-11907-01-330	Base Bid: FDOT PAY	Supplier Product	First Offer - \$375.00	50 / linear foot	\$18,750.00	Y
ITEM # NA Code:						
473-11907-01-331	Base Bid: FDOT PAY	Supplier Product	First Offer - \$438.00	300 / linear foot	\$131,400.00	Y
ITEM # NA Code:						
473-11907-01-332	Base Bid: FDOT PAY	Supplier Product	First Offer - \$500.00	500 / linear foot	\$250,000.00	Y
ITEM # NA Code:						
473-11907-01-333	Base Bid: FDOT PAY	Supplier Product	First Offer - \$563.00	1000 / linear foot	\$563,000.00	Y
ITEM # NA Code:						
473-11907-01-334	Base Bid: FDOT PAY	Supplier Product	First Offer - \$815.00	500 / linear foot	\$407,500.00	Y
ITEM # NA Code:						
473-11907-01-335	Base Bid: FDOT PAY	Supplier Product	First Offer - \$940.00	300 / linear foot	\$282,000.00	Y
ITEM # NA Code:						
473-11907-01-336	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,150.00	200 / linear foot	\$230,000.00	Y
ITEM # NA Code:						
473-11907-01-337	Base Bid: FDOT PAY	Supplier Product	First Offer - \$100.00	100 / linear foot	\$10,000.00	Y
ITEM # 555-1-1						
473-11907-01-338	Base Bid: FDOT PAY	Supplier Product	First Offer - \$125.00	300 / linear foot	\$37,500.00	Y
ITEM # 555-1-2						
473-11907-01-339	Base Bid: FDOT PAY	Supplier Product	First Offer - \$407.00	500 / linear foot	\$203,500.00	Y
ITEM # 555-1-3						
473-11907-01-340	Base Bid: FDOT PAY	Supplier Product	First Offer - \$750.00	100 / linear foot	\$75,000.00	Y
ITEM # 555-1-5						
473-11907-01-341	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,063.00	100 / linear foot	\$106,300.00	Y
ITEM #						

555-1-6						
473-11907-01-342	Base Bid: FDOT PAY ITEM # 555-1-7	Supplier Product Code:	First Offer - \$1,125.00	100 / linear foot	\$112,500.00	Y
473-11907-01-343	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$38.00	10 / cubic yard	\$380.00	Y
473-11907-01-344	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$81.30	5 / each	\$406.50	Y
473-11907-01-345	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$43.80	300 / linear foot	\$13,140.00	Y
473-11907-01-346	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$37.50	5 / each	\$187.50	Y
473-11907-01-347	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$22.50	50 / linear foot	\$1,125.00	Y
473-11907-01-348	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18.80	50 / linear foot	\$940.00	Y
473-11907-01-349	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$16.30	50 / linear foot	\$815.00	Y
473-11907-01-350	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$12.50	50 / linear foot	\$625.00	Y
473-11907-01-351	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$11.30	50 / linear foot	\$565.00	Y
473-11907-01-352	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$250.00	10 / hourly rate	\$2,500.00	Y
473-11907-01-353	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$437.50	10 / hourly rate	\$4,375.00	Y
473-11907-01-354	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$500.00	100 / each	\$50,000.00	Y
473-11907-01-355	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$938.00	25 / each	\$23,450.00	Y
473-11907-01-356	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,344.00	10 / each	\$23,440.00	Y

ITEM # NA Code:						
473-11907-01-357	Base Bid: FDOT PAY	Supplier Product	First Offer - \$3,282.00	5 / each	\$16,410.00	Y
ITEM # NA Code:						
473-11907-01-358	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,000.00	3 / each	\$15,000.00	Y
ITEM # NA Code:						
473-11907-01-359	Base Bid: FDOT PAY	Supplier Product	First Offer - \$625.00	50 / each	\$31,250.00	Y
ITEM # NA Code:						
473-11907-01-360	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,000.00	20 / each	\$20,000.00	Y
ITEM # NA Code:						
473-11907-01-361	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,500.00	5 / each	\$7,500.00	Y
ITEM # NA Code:						
473-11907-01-362	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,875.00	3 / each	\$5,625.00	Y
ITEM # NA Code:						
473-11907-01-363	Base Bid: FDOT PAY	Supplier Product	First Offer - \$15.00	1500 / linear foot	\$22,500.00	Y
ITEM # NA Code:						
473-11907-01-364	Base Bid: FDOT PAY	Supplier Product	First Offer - \$19.00	1000 / square yard	\$19,000.00	Y
ITEM # 570-1-1						
473-11907-01-365	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6.30	500 / square yard	\$3,150.00	Y
ITEM # 570-1-1						
473-11907-01-366	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	500 / square yard	\$6,250.00	Y
ITEM # 570-1-1						
473-11907-01-367	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	500 / square yard	\$6,250.00	Y
ITEM # 570-1-1						
473-11907-01-368	Base Bid: FDOT PAY	Supplier Product	First Offer - \$8.80	5000 / square yard	\$44,000.00	Y
ITEM # 570-1-2						
473-11907-01-369	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10.00	2000 / square yard	\$20,000.00	Y
ITEM # NA Code:						
473-11907-01-370	Base Bid: FDOT PAY	Supplier Product	First Offer - \$37.50	500 / each	\$18,750.00	Y

ITEM # NA Code:

473-11907-01-371	Base Bid: FDOT PAY	Supplier Product	First Offer - \$50.00	500 / each	\$25,000.00	Y
ITEM # NA Code:						
473-11907-01-372	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,375.00	50 / each	\$218,750.00	Y
ITEM # NA Code:						
473-11907-01-373	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,488.00	50 / each	\$124,400.00	Y
ITEM # NA Code:						
473-11907-01-374	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.00	1 / each	\$1.00	Y
ITEM # NA Code:						
473-11907-01-375	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.00	1 / each	\$1.00	Y
ITEM # NA Code:						
473-11907-01-376	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.00	1 / each	\$1.00	Y
ITEM # NA Code:						
473-11907-01-377	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.00	1 / each	\$1.00	Y
ITEM # NA Code:						
473-11907-01-378	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1.00	1 / each	\$1.00	Y
ITEM # NA Code:						

Lot Total \$12,723,064.50

Supplier Total \$12,723,064.50

Stormwater Construction
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 municipal
corporation of the State of Florida



By: _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:



By: _____
JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:


By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

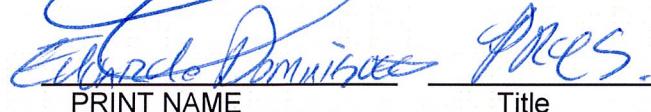
WITNESSES:



Jose E. Peullo
Print Name

SOUTHEASTERN ENGINEERING CONTRACTORS,
INC.,
a Florida corporation.

By



Eduardo Dominguez Pres.
PRINT NAME

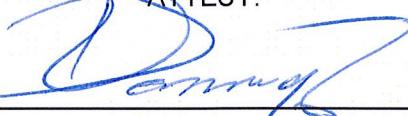
Title



Odalys Carbonell
Print Name

ATTEST:

BY:



Vivian Dominguez
PRINT NAME

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 22nd day of June, 2017, by Eduardo Dominguez as President of SOUTHEASTERN ENGINEERING CONTRACTORS, INC., a Florida corporation, on behalf of the Corporation.

SEAL



Name of Notary Typed, Printed or Stamped

Personally Known or Produced Identification:

Type of Identification Produced: N/A

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: FCCI Insurance Company
6300 University Parkway
Sarasota, FL, 34240-8424
800-226-3224 **INSTR # 114472071**
Recorded 06/28/17 at 01:10 PM
Broward County Commission
4 Page(s)
#1

Bond Number: 3300847

Contractor Name: Southeastern Engineering Contractors, Inc.
12054 NW 98th Avenue
Hialeah Gardens, FL, 33018
305-557-4226

Owner Name: City of Ft. Lauderdale
100 N Andrews Ave
Ft. Lauderdale, FL 33301
954-828-5772

Project Number: 12220 - Bid No. 473-11907

Project Description: Stormwater Construction Contract

Project Address: Throughout Ft. Lauderdale

Legal Description of Property: n/a

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

SURETY BOND**IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES**

THIS IS A SURETY BOND given by Southeastern Engineering Contractors, Inc. the "Contractor" as principal, referred to in this Bond as "Contractor" and FCCI Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$1,125,000 (One Million, One Hundred and Twenty-Five Thousand Dollars), for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name:	CITY OF FORT LAUDERDALE a municipal corporation of the State of Florida
Owner Address and Telephone:	City Hall, Public Works Department 100 N. Andrews Avenue Fort Lauderdale, Florida 33301 (954) 828-5772
Bond No.:	3300847
Contractor Name, Address, Telephone:	<u>Southeastern Engineering Contractors, Inc.</u> <u>12054 NW 98th Avenue</u> <u>Hialeah Gardens, FL 33018</u> <u>(305) 557-4226</u>
Surety Company, Address, Telephone	FCCI Insurance Company 6300 University Parkway Sarasota, FL 34240 800-226-3224
City Project No.:	<u>12220</u> BID NO. 473-11907
Name of Project:	<u>Stormwater Construction</u>
Project Location:	<u>Fort Lauderdale</u>
Legal Description and Street Address	
Description of Work	The work to be accomplished under this contract includes, but is not limited to, construction of various stormwater projects based on 100% design plans provided to the contractor by City Staff on a per project basis. Bond amount \$1,125,000.

"Contractor" is bound by an instrument in writing dated the 20th day of June, 2017, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all

damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 21st day of June, 2017.

Signed, sealed and delivered
in the presence of:

(Witness) Signature

Tom C Peelle
(Witness) Print Name

(Witness) Signature

Mayra Rodriguez
(Witness) Print Name

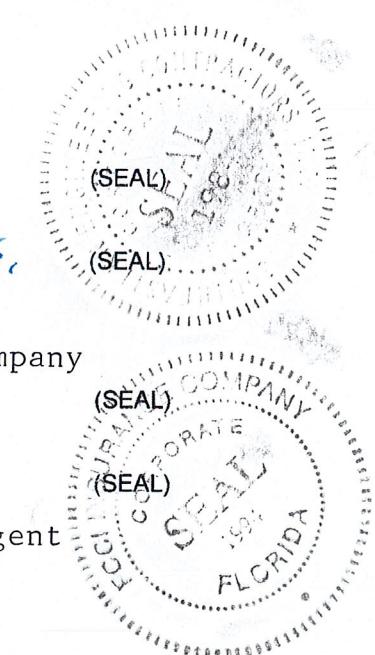
CONTRACTOR

Print Name and Title

SURETY: FLORIDA INSURANCE COMPANY

Local Agent

Ramon A Rodriguez
Print Name and Title
Atty-in-fact & FL Res Agent



The provisions and limitations of Section 255.05 or 713.23, Florida Statutes whichever is applicable to the contract, are incorporated in this bond by reference.



More than a policy. A promise.

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 \$7,500,000): \$7,500,000.00

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

22nd day of September, 2011.

Attest:

Craig Johnson

Craig Johnson, President
FCCI Insurance Company

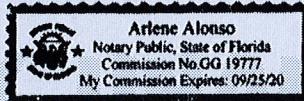


Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

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

My commission expires: 9/25/2020

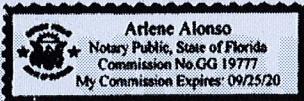


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
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 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of June, 2017

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary





SOUTENG-01

ONAPOLES

DATE (MM/DD/YYYY)

06/29/2017

CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Collinsworth, Alter, Fowler & French, LLC
8000 Governors Square Blvd
Suite 301
Miami Lakes, FL 33016

CONTACT NAME:

PHONE
(A/C, No, Ext): (305) 822-7800

FAX
(A/C, No): (305) 362-2443E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Everest National Insurance Co

10120

INSURER B: Great American Insurance

16691

INSURER C: Federal Insurance Company

20281

INSURER D: Ironshore Specialty Insurance Company

INSURER E:

INSURER F:

INSURED

Southeastern Engineering Contractors, Inc.
12054 NW 98th Avenue
Hialeah Gardens, FL 33018

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CF3GL00006171	01/31/2017	01/31/2018	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CF3CA00008171	01/31/2017	01/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SBE500013501	01/31/2017	01/31/2018	EACH OCCURRENCE	\$ 3,000,000	
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$ 3,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N		N/A				PER STATUTE	OTH- ER	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
C	Leased/Rented			45468421	03/26/2017	03/26/2018	w/ \$1,000 Ded		
D	Pollution Liability			003214100	06/28/2017	06/28/2018	Aggregate/Occurrence		
									300,000
									1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
STORMWATER CONSTRUCTION CONTRACT
ITB 473-11907 PROJECT 12220

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

Date
6/27/2017

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

NAIC #

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

Coverages

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 certificate 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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> <input type="checkbox"/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$	
						Damage to rented premises (EA occurrence)	\$	
						Med Exp	\$	
						Personal Adv Injury	\$	
						General Aggregate	\$	
						Products - Comp/Op Agg	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$	
						Bodily Injury (Per Person)	\$	
						Bodily Injury (Per Accident)	\$	
						Property Damage (Per Accident)	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence		
						Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER		
						E.L. Each Accident	\$1,000,000	
						E.L. Disease - Ea Employee	\$1,000,000	
						E.L. Disease - Policy Limits	\$1,000,000	
Other		Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616						

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Client ID: 92-67-201

Southeastern Engineering Contractors, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 06-27-17 (DV)

Begin Date 2/25/2013

CERTIFICATE HOLDER	CANCELLATION
CITY OF FORT LAUDERDALE 100 N. ANDREWS AVE. FORT LAUDERDALE, FL 33301	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

John A. Jones

MEMORANDUM

DATE: June 30, 2017

TO: James Kelly, Sr. Claims Adjuster

FROM: Maureen Lewis, Procurement Division

SUBJECT: Project 12220 – Stormwater Construction (Southeastern Engineering)

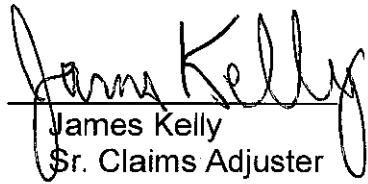
Please review the attachments listed below in connection with the referenced contract:

- Insurance certificates
- Performance Bond and Labor and Material Payment Bond/Surety Bonds

SURETY BOND REQUIREMENT \$1,125,000

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

By:


James Kelly
Sr. Claims Adjuster

Date:

6/30/2017

c: Contract

**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**

Address of Firm: **12054 NW 98 Ave**

Telephone Number: **3055574226**

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

Title: **President**

Signature: **Eduardo Dominguez**

Date: **04/20/2017**

City Project Number: **473-11907**

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

2012-2013 Annual Storm Drainage Contract

Number of Employees in your firm **28**

--Percent **(17.8%)** Women

--Percent **(100%)** Minorities

--Job Classifications of Women and Minorities

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

yes

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

Striping

How are subcontractors notified of available opportunities with your firm?

yes

Anticipated amount to be subcontracted on this project.

N/A

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

N/A

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

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

President **Eduardo
Dominguez**

Business Address:
**12054 N.W. 98th Ave.
Hialeah Gardens, FL
33018**

Telephone: **3055574226**

Fax: **3055578568**

E-Mail Address:
edd.sec@comcast.net

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

**FDOT 6242/ SW 57th Ave. from SW 24th St. to SW 8th St.
2012-2013 Annual Storm Drainage Contract, City of Ft. Lauderdale**

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 and telephone numbers):

**Danny Rey, P.E. Engineering Dept., City of Ft. Lauderdale 305-992-4810
City of Golden Beach, Ramon Castella, P.E. ramon.castella@stantec.com, 786-493-8688**

City of Hialeah, Alfredo Martinez, ALMARTINEZ@hialeahfl.gov, 305-609-2986

How many years has your organization been in business? **33**

Have you ever failed to complete work awarded to you; if so, where and why?
No

The name of the qualifying agent for the firm and his position is: **Eduardo Dominguez**

Certificate of Competency Number of Qualifying Agent: 93-1360

Effective Date: **12/01/1993**

Expiration Date: **08/31/2018**

Licensed in: **Broward/ Florida**

(County/State)

Contractor's License #(s) **CGC 1520810**

Expiration Date:

8/31/2018

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

Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

QUESTIONNAIRE SHEET

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

N/A

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)
c)
d)
e)
f)
g)

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

excavators, loaders, backhoe, dozers, trucks, compactors

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

None

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

None

[3] [4]

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	50	\$5.00	\$250.00
B.			\$	\$
C.			\$	\$
D.			\$	\$

Total: **\$250.00**

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: **04/17/2017**

Eduardo Dominguez
(SIGNATURE)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Eduardo Dominguez

(Name of Individual Signing)

Eduardo Dominguez who, after first being duly sworn by me,

Natalia Jofre reaffixed his/her signature in the space provided above on this **17** day of **April, 2017**.

Natalia Jofre
NOTARY PUBLIC

My Commission Expires: **03/24/19**

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-------------	----------------------

-

N/A

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.

CONTRACT PAYMENT METHOD BY P-CARD**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

- Master Card
- Visa Card

Company Name: **Southeastern Engineering Contractors, Inc.**

Eduardo Dominguez
Name (Printed)

04/17/17
Date:

Eduardo Dominguez
Signature

President
Title

CONSTRUCTION BID CERTIFICATION

Please Note: 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: **12054 N.W. 98th Ave.**

City: **Hialeah Gardens** State: **Florida** Zip: **33018**

Telephone No. **3055574226** FAX No. **3055574226** Email: **edd.sec@comcast.net**

Does your firm qualify for MBE or WBE status: MBE 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 Name	President Title	Name	Title
Vivian Dominguez Name	Secretary Title	Name	Name

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

Addendum No.	Date Received						
1	04/06/17						

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. If submitting your response electronically through BIDSYNC 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:

Eduardo Dominguez

Name (printed)

04/17/17

Date:

Eduardo Dominguez

Signature

14/17/17

Date:

Solicitation 473-11907

Stormwater Construction Contract

Bid Designation: Public



City of Fort Lauderdale

Bid 473-11907

Stormwater Construction Contract

Bid Number 473-11907
Bid Title Stormwater Construction Contract

Bid Start Date Mar 24, 2017 12:27:06 PM EDT
Bid End Date Apr 20, 2017 2:00:00 PM EDT
Question & Answer End Date Apr 12, 2017 5:00:00 PM EDT

Bid Contact Althea Pemsel
Sr. Procurement Specialist
Finance
apemsel@fortlauderdale.gov

Contract Duration 4 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 stormwater maintenance services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). For information concerning procedures for responding to this solicitation, contact Althea Pemsel, MA, CPSM, Senior Procurement Specialist, via email at apemsel@fortlauderdale.gov Such contact shall be for clarification purposes only. Bid Due Date: April 20, 2017 by 2:00pm. It is the sole responsibility of the Contractor to ensure that their 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 City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 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 SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.

Added on Apr 6, 2017:

This [Addendum No. 1 is to clarify the Pass Through Bid items under lines 374 through 378.](#) Although line items are represented, we understand that an amount cannot really be provided.

[Line items 374 through 378 are intended to be used as pass-thru allowances](#) for unforeseen expenditures not covered by the contract line items, and will vary from project to project. [For this reason, all Bidders all instructed to complete in the following manner below:](#)

1. [Fill in a unit price of 1\\$ for the bid line items 374 through 378.](#)
2. All other terms and conditions of the solicitation remains the same.

Addendum # 1

Item Response Form

Item 473-11907--01-01 - Base Bid: FDOT PAY ITEM # 101-1
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

MOBILIZATION - NIGHT WORK

Item 473-11907--01-02 - Base Bid: FDOT PAY ITEM # 101-1
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

EMERGENCY MOBILIZATION - MOBILIZE WITHIN 24 HR FOR EACH PROJECT

Item 473-11907--01-03 - Base Bid: FDOT PAY ITEM # 101-1
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

EMERGENCY MOBILIZATION - MOBILIZE WITHIN 4 HR FOR EACH PROJECT

Item 473-11907--01-04 - Base Bid: FDOT PAY ITEM # 102-14
Lot Description Base Bid
Quantity 40 hourly rate
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 40

Description

TRAFFIC CONTROL OFFICER

Item 473-11907--01-05 - Base Bid: FDOT PAY ITEM # 102-60

Lot Description Base Bid

Quantity 500 day

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

WORK ZONE SIGN, F&I

Item 473-11907--01-06 - Base Bid: FDOT PAY ITEM # 102-71-11

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

BARRIER WALL, TEMPORARY, F&I, CONCRETE, UP TO 30 DAYS

Item 473-11907--01-07 - Base Bid: FDOT PAY ITEM # 102-71-12

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

BARRIER WALL, TEMPORARY, F&I, WATER FILLED, UP TO 30 DAYS

Item 473-11907--01-08 - Base Bid: FDOT PAY ITEM # 102-71-21

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

BARRIER WALL, TEMPORARY, RELOCATE, CONCRETE

Item 473-11907--01-09 - Base Bid: FDOT PAY ITEM # 102-71-22

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

BARRIER WALL, TEMPORARY, RELOCATE, WATER FILLED

Item 473-11907--01-10 - Base Bid: FDOT PAY ITEM # 102-74-1

Lot Description Base Bid

Quantity 1500 day

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1500

Description

CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, F&I

Item 473-11907--01-11 - Base Bid: FDOT PAY ITEM # 102-74-2

Lot Description Base Bid

Quantity 500 day

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

CHANNELIZING DEVICE, TYPE III, 6, F&I

Item 473-11907--01-12 - Base Bid: FDOT PAY ITEM # 102-74-6

Lot Description Base Bid

Quantity 100 day

Unit Price

Delivery Location

City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

CHANNELIZING DEVICE-PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE), F&I

Item **473-11907--01-13 - Base Bid: FDOT PAY ITEM # E102-74-9**

Lot Description Base Bid

500 dayUnit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500**Description**

TRAFFIC CONES, F&I

Item **473-11907--01-14 - Base Bid: FDOT PAY ITEM # NA**

Lot Description Base Bid

100 dayUnit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

TUBULAR MARKER, F&I

Item **473-11907--01-15 - Base Bid: FDOT PAY ITEM # 102-76**

Lot Description Base Bid

50 dayUnit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50**Description**

ARROW BOARD / ADVANCE WARNING ARROW PANEL, F&I

Item **473-11907--01-16 - Base Bid: FDOT PAY ITEM # 102-77**

Lot Description Base Bid

Quantity **500 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

HIGH INTENSITY FLASHING LIGHTS, TEMPORARY, TYPE B, F&I,

Item **473-11907--01-17 - Base Bid: FDOT PAY ITEM # 102-78**
Lot Description **Base Bid**
Quantity **50 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

TEMPORARY RETROREFLECTIVE PAVEMENT MARKER

Item **473-11907--01-18 - Base Bid: FDOT PAY ITEM # 102-79**
Lot Description **Base Bid**
Quantity **50 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

LIGHTS, BARRIER WALL MOUNT, TEMPORARY, TYPE C, STEADY BURN, F&I

Item **473-11907--01-19 - Base Bid: FDOT PAY ITEM # 102-99**
Lot Description **Base Bid**
Quantity **50 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, F&I

Item **473-11907--01-20** - Base Bid: FDOT PAY ITEM # 102-150-1
Lot Description Base Bid
Quantity **25 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 25

Description

PORTABLE REGULATORY, SIGN, F&I

Item **473-11907--01-21** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **20 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description

LIGHT TOWER, AMIDA / TEREX AL4000 OR EQUIVALENT, INCLUDES POWER SOURCE

Item **473-11907--01-22** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **200 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 200

Description

FDOT CERTIFIED FLAG PERSON

Item **473-11907--01-23** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **50 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

ORANGE PLASTIC MESH AND POST

Item 473-11907--01-24 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 30 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 30

Description

FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES DAILY RATE

Item 473-11907--01-25 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 30 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 30

Description

FURNISH AND INSTALL STEEL TRAFFIC PLATES FOR 12-FOOT LANES WEEKLY RATE

Item 473-11907--01-26 - Base Bid: FDOT PAY ITEM # 104-10-3

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

SEDIMENT BARRIER (SILT FENCE)

Item 473-11907--01-27 - Base Bid: FDOT PAY ITEM # 104-11

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

FLOATING TURBIDITY BARRIER

Item 473-11907--01-28 - Base Bid: FDOT PAY ITEM # 104-15

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

SOIL TRACKING PREVENTION DEVICE

Item 473-11907--01-29 - Base Bid: FDOT PAY ITEM # 104-18

Lot Description Base Bid

Quantity 200 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

INLET PROTECTION SYSTEM

Item 473-11907--01-30 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 2 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

FURNISH AND INSTALL TRUCK GRAVEL CONSTRUCTION ENTRANCE (MIN. LENGTH= 30)

Item 473-11907--01-31 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description
SURVEY WORK, SIGNED & SEALED DRAWINGS

Item **473-11907--01-32** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **100 hourly rate**

Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description
SURVEY FIELD WORK, 3-PERSON CREW

Item **473-11907--01-33** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **100 hourly rate**

Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description
SURVEY FIELD WORK, 2-PERSON CREW

Item **473-11907--01-34** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **30 each**

Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 30

Description
UTILITY LOCATING AND EXCAVATION TEST HOLE IN GREEN AREAS

Item **473-11907--01-35** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **30 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 30

Description

UTILITY LOCATING AND EXCAVATION TEST HOLE IN PAVEMENT AREAS

Item **473-11907--01-36** - Base Bid: FDOT PAY ITEM # 120-1
Lot Description **Base Bid**
Quantity **1700 cubic yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1700

Description

REGULAR EXCAVATION

Item **473-11907--01-37** - Base Bid: FDOT PAY ITEM # 120-6
Lot Description **Base Bid**
Quantity **750 cubic yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 750

Description

FDOT PAY ITEM # 120-6: EMBANKMENT

Item **473-11907--01-38** - Base Bid: FDOT PAY ITEM # NA
Lot Description **Base Bid**
Quantity **10 cubic yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

GRAVEL FILL, F&I

Item **473-11907--01-39** - Base Bid: FDOT PAY ITEM # 121-70

Lot Description Base Bid

Quantity **50 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

FLOWABLE FILL

Item **473-11907--01-40** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

FILL SAND, F&I

Item **473-11907--01-41** - Base Bid: FDOT PAY ITEM # 145-1

Lot Description Base Bid

Quantity **100 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

GEOSYNTHETIC REINFORCED SOIL SLOPE

Item **473-11907--01-42** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **7000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 7000

Description

SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36" DEEP WITH 1:3 SLOPES OR FLATTER)

Item 473-11907--01-43 - Base Bid: FDOT PAY ITEM # 706-3

Lot Description Base Bid

Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

RETRO-REFLECTIVE PAVEMENT MARKERS

Item 473-11907--01-44 - Base Bid: FDOT PAY ITEM # 710-11-101, 710-11-201, OR 710-11-421

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6

Item 473-11907--01-45 - Base Bid: FDOT PAY ITEM # 710-11-102 OR 710-11-202

Lot Description Base Bid

Quantity 50 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 8

Item 473-11907--01-46 - Base Bid: FDOT PAY ITEM # 710-11-123 OR 710-11-223

Lot Description Base Bid

Quantity 50 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND ROUNDABOUT, 12

Item 473-11907--01-47 - Base Bid: FDOT PAY ITEM # 710-11-124 OR 710-11-224

Lot Description Base Bid

Quantity 25 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 25

Description

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND ROUNDABOUT, 18

Item 473-11907--01-48 - Base Bid: FDOT PAY ITEM # 710-11-125 OR 710-11-225

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR STOP LINE OR CROSSWALK, 24

Item 473-11907--01-49 - Base Bid: FDOT PAY ITEM # 710-11-131 OR 710-11-231

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 10-30 OR 3-9 SKIP, 6 WIDE

Item 473-11907--01-50 - Base Bid: FDOT PAY ITEM # 710-11-190 OR 710-11-290

Lot Description Base Bid

Quantity 100 square foot

Unit Price

Delivery Location

City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE

Item **473-11907--01-51** - Base Bid: FDOT PAY ITEM # 711-1A-BCD

Lot Description Base Bid

Quantity **1000 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1000**Description**

THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, OR YELLOW, SOLID, 6

Item **473-11907--01-52** - Base Bid: FDOT PAY ITEM # 711-11-102

Lot Description Base Bid

Quantity **200 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 200**Description**

THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8

Item **473-11907--01-53** - Base Bid: FDOT PAY ITEM # 711-11-123

Lot Description Base Bid

Quantity **100 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12

Item **473-11907--01-54** - Base Bid: FDOT PAY ITEM # 711-11-124

Lot Description Base Bid

Quantity **50 linear foot**
Unit Price

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description
THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18

Item **473-11907--01-55 - Base Bid: FDOT PAY ITEM # 711-11-125**

Lot Description **Base Bid**

Quantity **300 linear foot**

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 300

Description
THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24

Item **473-11907--01-56 - Base Bid: FDOT PAY ITEM # 711-17**

Lot Description **Base Bid**

Quantity **500 square foot**

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description
THERMOPLASTIC, REMOVE

Item **473-11907--01-57 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **500 linear foot**

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description
CURB OR CURB AND GUTTER REMOVAL

Item **473-11907--01-58** - Base Bid: FDOT PAY ITEM # 110-4

Lot Description **Base Bid**

Quantity **2000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 2000

Description

REMOVAL OF EXISTING CONCRETE PAVEMENT

Item **473-11907--01-59** - Base Bid: FDOT PAY ITEM # NA

Lot Description **Base Bid**

Quantity **500 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

PAVER BLOCK REMOVAL

Item **473-11907--01-60** - Base Bid: FDOT PAY ITEM # NA

Lot Description **Base Bid**

Quantity **50 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS

Item **473-11907--01-61** - Base Bid: FDOT PAY ITEM # 1050-16-003

Lot Description **Base Bid**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 1000

Description

UTILITY PIPE, REMOVE & DISPOSE, 5-7.9

Item 473-11907--01-62 - Base Bid: FDOT PAY ITEM # 1050-16-004

Lot Description Base Bid

Quantity 3000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 3000

Description

UTILITY PIPE, REMOVE & DISPOSE, 8-19.9

Item 473-11907--01-63 - Base Bid: FDOT PAY ITEM # 1050-16-005

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

UTILITY PIPE, REMOVE & DISPOSE, 20-49.9

Item 473-11907--01-64 - Base Bid: FDOT PAY ITEM # 1050-16-006

Lot Description Base Bid

Quantity 50 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

UTILITY PIPE, REMOVE & DISPOSE, 50 OR LARGER

Item 473-11907--01-65 - Base Bid: FDOT PAY ITEM # 1050-18-002

Lot Description Base Bid

Quantity 10 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 5-7.9

Item 473-11907--01-66 - Base Bid: FDOT PAY ITEM # 1050-18-002

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9

Item 473-11907--01-67 - Base Bid: FDOT PAY ITEM # 1050-18-002

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9

Item 473-11907--01-68 - Base Bid: FDOT PAY ITEM # 1050-18-002

Lot Description Base Bid

Quantity 50 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 50 OR LARGER

Item 473-11907--01-69 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 60 each

Unit Price

Delivery Location

City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 60**Description**

STORM/SANITARY STRUCTURE REMOVAL

Item 473-11907--01-70 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **100 square yard**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

LIMEROCK REMOVAL TO A DEPTH OF 12 INCHES

Item 473-11907--01-71 - Base Bid: FDOT PAY ITEM # 700-1-60

Lot Description Base Bid

Quantity **10 each**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10**Description**

SINGLE POST SIGN, REMOVE

Item 473-11907--01-72 - Base Bid: FDOT PAY ITEM # 327-70-19

Lot Description Base Bid

Quantity **10000 square yard**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10000**Description**

MILLING EXIST ASPH PAVT, 3/4 AVG DEPTH, AREA

Item 473-11907--01-73 - Base Bid: FDOT PAY ITEM # 327-70-1

Lot Description Base Bid

Quantity **500 square yard**
Unit Price

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description
MILLING EXIST ASPH PAVT, 1 AVG DEPTH, AREA

Item **473-11907--01-74 - Base Bid: FDOT PAY ITEM # 522-2**

Lot Description **Base Bid**
Quantity **1000 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1000

Description
CONCRETE SIDEWALK AND DRIVEWAYS, 6 THICK

Item **473-11907--01-75 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**
Quantity **150 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 150

Description
CONCRETE SIDEWALK AND DRIVEWAYS, 8 THICK

Item **473-11907--01-76 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**
Quantity **100 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description
PERVIOUS CONCRETE PAVEMENT - SIDEWALK, 6 THICK

Item **473-11907--01-77** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

PERVIOUS CONCRETE PAVEMENT - TRAFFIC RATED, 8 THICK

Item **473-11907--01-78** - Base Bid: FDOT PAY ITEM # 526-1-1

Lot Description Base Bid

Quantity **750 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 750

Description

PAVERS, ARCHITECTURAL, ROADWAY

Item **473-11907--01-79** - Base Bid: FDOT PAY ITEM # 526-1-2

Lot Description Base Bid

Quantity **250 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 250

Description

PAVERS, ARCHITECTURAL, SIDEWALK

Item **473-11907--01-80** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **100 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

FURNISH ALL MATERIALS, LABOR AND EQUIPMENT TO CONSTRUCT 2-INCH PERVIOUS ASPHALT PAVEMENT

Item **473-11907--01-81** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **200 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

FURNISH ALL MATERIALS, LABOR AND EQUIPMENT TO CONSTRUCT PERMEABLE ARTICULATING CONCRETE BLOCK/MAT SUCH AS PAVEDRAIN OR APPROVED EQUAL

Item **473-11907--01-82** - Base Bid: FDOT PAY ITEM # 210-1-9

Lot Description Base Bid

Quantity **1000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 1000

Description

REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 3

Item **473-11907--01-83** - Base Bid: FDOT PAY ITEM # 210-1-8

Lot Description Base Bid

Quantity **1000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 1000

Description

REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 4

Item **473-11907--01-84** - Base Bid: FDOT PAY ITEM # 210-1-1

Lot Description Base Bid

Quantity **3000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications
Fort Lauderdale FL 33312
Qty 3000

Description

REWORKING/ ADDING LIMEROCK BASE TO EXISTING, 6

Item **473-11907--01-85** - Base Bid: FDOT PAY ITEM # 285-704
Lot Description Base Bid
Quantity **500 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

OPTIONAL BASE, BASE GROUP 04

Item **473-11907--01-86** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **500 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

EACH ADDITIONAL 2 LIMEROCK BASE (MIN. LBR OF 100)

Item **473-11907--01-87** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **10 ton**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

TYPE S ASPHALTIC CONCRETE, F&I

Item **473-11907--01-88** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **10 cubic foot**
Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

TEMPORARY PATCH USING COLD ASPHALTIC MIX, F&I

Item **473-11907--01-89 - Base Bid: FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1-15**

Lot Description **Base Bid**

Quantity **200 ton**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, B, C, D, OR E

Item **473-11907--01-90 - Base Bid: FDOT PAY ITEM # 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1-15**

Lot Description **Base Bid**

Quantity **10 ton**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

MISCELLANEOUS ASPHALT PAVEMENT

Item **473-11907--01-91 - Base Bid: FDOT PAY ITEM # 350-5**

Lot Description **Base Bid**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

CLEANING AND SEALING JOINTS- CONCRETE PAVEMENT

Item **473-11907--01-92** - Base Bid: FDOT PAY ITEM # 350-6
Lot Description Base Bid
Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description
CLEANING AND SEALING RANDOM CRACKS- CONCRETE PAVEMENT

Item **473-11907--01-93** - Base Bid: FDOT PAY ITEM # 352-70
Lot Description Base Bid
Quantity **10 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description
GRINDING CONCRETE PAVEMENT

Item **473-11907--01-94** - Base Bid: FDOT PAY ITEM # 411-1
Lot Description Base Bid
Quantity **10 gallon**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description
EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB

Item **473-11907--01-95** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **20 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description

CONCRETE SEAWALL SURFACES CLEANING (PRESSURE WASH) BELOW WATER 10,000 PSI, 4 HR MINIMUM CHARGE

Item **473-11907--01-96** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

CONCRETE (SIDEWALK, CURB, GUTTER) SURFACES CLEANING (PRESSURE WASH)

Item **473-11907--01-97** - Base Bid: FDOT PAY ITEM # 520-1-7

Lot Description Base Bid

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

CONCRETE CURB & GUTTER, TYPE E

Item **473-11907--01-98** - Base Bid: FDOT PAY ITEM # 520-1-10

Lot Description Base Bid

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 1000

Description

CONCRETE CURB & GUTTER, TYPE F

Item **473-11907--01-99** - Base Bid: FDOT PAY ITEM # 520-2-4

Lot Description Base Bid

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 1000**Description**

CONCRETE CURB, TYPE D

Item 473-11907--01-100 - Base Bid: FDOT PAY ITEM # 520-2-8

Lot Description Base Bid

Quantity 50 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50**Description**

CONCRETE CURB, TYPE RA

Item 473-11907--01-101 - Base Bid: FDOT PAY ITEM # 520-3:

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

VALLEY GUTTER- CONCRETE

Item 473-11907--01-102 - Base Bid: FDOT PAY ITEM # 527-2

Lot Description Base Bid

Quantity 200 square foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 200**Description**

DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT, F&I

Item 473-11907--01-103 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 20 each

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 20

Description

ADA COMPLIANT CURB RAMP, SINGLE DIRECTION

Item **473-11907--01-104** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

ADA COMPLIANT CURB RAMP, TWO-DIRECTION

Item **473-11907--01-105** - Base Bid: FDOT PAY ITEM #425-1-52

Lot Description Base Bid

Quantity **20 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 20

Description

DITCH BOTTOM TYPE C (INDEX 232) <10

Item **473-11907--01-106** - Base Bid: FDOT PAY ITEM #425-1-52

Lot Description Base Bid

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

DITCH BOTTOM TYPE C (INDEX 232) >10

Item **473-11907--01-107** - Base Bid: FDOT PAY ITEM #425-1-54

Lot Description Base Bid

Quantity **20 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description
DITCH BOTTOM TYPE D (INDEX 232) <10

Item **473-11907--01-108 - Base Bid: FDOT PAY ITEM #425-1-54**
Lot Description **Base Bid**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description
DITCH BOTTOM TYPE D (INDEX 232) >10

Item **473-11907--01-109 - Base Bid: FDOT PAY ITEM #425-1-55**
Lot Description **Base Bid**
Quantity **20 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description
DITCH BOTTOM TYPE E (INDEX 232) <10

Item **473-11907--01-110 - Base Bid: FDOT PAY ITEM #425-1-55**
Lot Description **Base Bid**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description
DITCH BOTTOM TYPE E (INDEX 232) >10

Item 473-11907--01-111 - Base Bid: FDOT PAY ITEM #425-1-56

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

DITCH BOTTOM TYPE F (INDEX 233) <10

Item 473-11907--01-112 - Base Bid: FDOT PAY ITEM #425-1-56

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

DITCH BOTTOM TYPE F (INDEX 233) >10

Item 473-11907--01-113 - Base Bid: FDOT PAY ITEM #425-1-57

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

DITCH BOTTOM TYPE G (INDEX 233) <10

Item 473-11907--01-114 - Base Bid: FDOT PAY ITEM #425-1-57

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

DITCH BOTTOM TYPE G (INDEX 233) >10

Item 473-11907--01-115 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 30 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 30

Description

TYPE C CATCH BASIN 24 X36 <10

Item 473-11907--01-116 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

TYPE C CATCH BASIN 24 X36 >10

Item 473-11907--01-117 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 15 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 15

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4 X4 <10

Item 473-11907--01-118 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4 X4 >10

Item 473-11907--01-119 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 5 X5 <10

Item 473-11907--01-120 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 5 X5 >10

Item 473-11907--01-121 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 6 X6 <10

Item 473-11907--01-122 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 6 X6 >10

Item **473-11907--01-123 - Base Bid: FDOT PAY ITEM # NA**

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 8 X8 <10

Item **473-11907--01-124 - Base Bid: FDOT PAY ITEM # NA**

Lot Description Base Bid

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 8 X8 >10

Item **473-11907--01-125 - Base Bid: FDOT PAY ITEM # NA**

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4 X6 <10

Item **473-11907--01-126 - Base Bid: FDOT PAY ITEM # NA**

Lot Description Base Bid

Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4 X6 >10

Item **473-11907--01-127 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
Fort Lauderdale FL 33312
Qty 5

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4 X8 <10

Item **473-11907--01-128 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

LARGE RECTANGULAR TYPE C CATCH BASINS WITH TOP SLABS 4 X8 >10

Item **473-11907--01-129 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **20 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description

TYPE C ROUND DRAINAGE INLET C-4 (48 ROUND) <10

Item **473-11907--01-130 - Base Bid: FDOT PAY ITEM # NA**

Lot Description Base Bid
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 1

Description
TYPE C ROUND DRAINAGE INLET C-4 (48 ROUND) >10

Item 473-11907--01-131 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 20 each
Unit Price
Delivery Location City of Fort Lauderdale
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 20

Description
TYPE C ROUND DRAINAGE INLET C-5 (60 ROUND) <10

Item 473-11907--01-132 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 2 each
Unit Price
Delivery Location City of Fort Lauderdale
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 2

Description
TYPE C ROUND DRAINAGE INLET C-5 (60 ROUND) >10

Item 473-11907--01-133 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 5

Description
TYPE C ROUND DRAINAGE INLET C-6 (72 ROUND) <10

Item 473-11907--01-134 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

TYPE C ROUND DRAINAGE INLET C-6 (72 ROUND) >10

Item 473-11907--01-135 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

STORM MANHOLE TYPE M-4 (48 ROUND) <10

Item 473-11907--01-136 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

STORM MANHOLE TYPE M-4 (48 ROUND) >10

Item 473-11907--01-137 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

STORM MANHOLE TYPE M-5 (60 ROUND) <10

Item 473-11907--01-138 - Base Bid: FDOT PAY ITEM # NA**Lot Description** Base Bid**Quantity** 1 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

STORM MANHOLE TYPE M-5 (60 ROUND) >10

Item 473-11907--01-139 - Base Bid: FDOT PAY ITEM # NA**Lot Description** Base Bid**Quantity** 5 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

STORM MANHOLE TYPE M-6 (72 ROUND) <10

Item 473-11907--01-140 - Base Bid: FDOT PAY ITEM # NA**Lot Description** Base Bid**Quantity** 1 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

STORM MANHOLE TYPE M-6 (72 ROUND) >10

Item 473-11907--01-141 - Base Bid: FDOT PAY ITEM # NA**Lot Description** Base Bid**Quantity** 3 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See Specifications](#)

See Specifications
Fort Lauderdale FL 33312
Qty 3

Description

STORM MANHOLE TYPE M-7 (84 ROUND) <10

Item 473-11907--01-142 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

STORM MANHOLE TYPE M-7 (84 ROUND) >10

Item 473-11907--01-143 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

12 ADS DRAIN BASIN OR APPROVED EQUAL

Item 473-11907--01-144 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 15 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 15

Description

15 ADS DRAIN BASIN OR APPROVED EQUAL

Item 473-11907--01-145 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 10 each
Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

18 ADS DRAIN BASIN OR APPROVED EQUAL

Item **473-11907--01-146 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

24 ADS DRAIN BASIN OR APPROVED EQUAL

Item **473-11907--01-147 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **10 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

8 TRENCH DRAIN WITH USF GRATE 6452 OR APPROVED EQUAL

Item **473-11907--01-148 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

10 TRENCH DRAIN WITH USF GRATE 6453 OR APPROVED EQUAL

Item **473-11907--01-149 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **125 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 125

Description

12 TRENCH DRAIN WITH USF GRATE 6454 OR APPROVED EQUAL

Item **473-11907--01-150 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description

15 TRENCH DRAIN WITH USF GRATE 6455 OR APPROVED EQUAL

Item **473-11907--01-151 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description

18 TRENCH DRAIN WITH USF GRATE 6456 OR APPROVED EQUAL

Item **473-11907--01-152 - Base Bid: FDOT PAY ITEM # 425-4**
Lot Description Base Bid
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INLETS, ADJUST

Item 473-11907--01-153 - Base Bid: FDOT PAY ITEM # 425-5
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

MANHOLE, ADJUST

Item 473-11907--01-154 - Base Bid: FDOT PAY ITEM # 425-6
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

VALVE BOXES, ADJUST

Item 473-11907--01-155 - Base Bid: FDOT PAY ITEM # 425-8
Lot Description Base Bid
Quantity 3 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 3

Description

DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST

Item 473-11907--01-156 - Base Bid: FDOT PAY ITEM # 425-11
Lot Description Base Bid
Quantity 3 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 3

Description

DRAINAGE STRUCTURE MODIFY

Item 473-11907--01-157 - Base Bid: FDOT PAY ITEM # 425-71

Lot Description Base Bid

Quantity 3 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 3

Description

INLETS RELOCATING

Item 473-11907--01-158 - Base Bid: FDOT PAY ITEM # 425-74-1

Lot Description Base Bid

Quantity 3 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 3

Description

MANHOLES AND INLETS CLEANING AND SEALING, <10

Item 473-11907--01-159 - Base Bid: FDOT PAY ITEM # 425-74-2

Lot Description Base Bid

Quantity 3 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 3

Description

MANHOLES AND INLETS CLEANING AND SEALING, >10

Item 473-11907--01-160 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

PIPE CULVERT, RCP MATERIAL ONLY, ROUND, LESS THAN 12" STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-161 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

PIPE CULVERT, OPTIONAL MATERIAL, ROUND, LESS THAN 12" STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-162 - Base Bid: FDOT PAY ITEM # 430-174-112, 430-174-115

Lot Description Base Bid

Quantity 500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 12, 15" STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-163 - Base Bid: FDOT PAY ITEM # 430-174-112, 430-174-115

Lot Description Base Bid

Quantity 1500 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1500

Description

PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12, 15" STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-164 - Base Bid: FDOT PAY ITEM # 430-174-118, 430-174-124

Lot Description Base Bid

Quantity **250 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 250

Description

PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 18, 24 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item **473-11907--01-165 - Base Bid: FDOT PAY ITEM # 430-174-118, 430-174-124**
Lot Description Base Bid
Quantity **1000 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1000

Description

PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18, 24 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item **473-11907--01-166 - Base Bid: FDOT PAY ITEM # 430-174-130, 430-174-136**
Lot Description Base Bid
Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description

PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 30, 36 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item **473-11907--01-167 - Base Bid: FDOT PAY ITEM # 430-174-130, 430-174-136**
Lot Description Base Bid
Quantity **500 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30, 36 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-168 - Base Bid: FDOT PAY ITEM # 430-174-142, 430-174-148

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 42, 48 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-169 - Base Bid: FDOT PAY ITEM # 430-174-142, 430-174-148

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42, 48 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-170 - Base Bid: FDOT PAY ITEM # 430-174-154, 430-174-160

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

PIPE CULVERT, RCP MATERIAL ONLY, ROUND, 54, 60 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item 473-11907--01-171 - Base Bid: FDOT PAY ITEM # 430-174-154, 430-174-160

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location

City of Fort LauderdaleSee Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54, 60 STORM DRAIN (INSTALLATION INCLUDES ALL BEDDING AND SHORING)

Item **473-11907--01-172 - Base Bid: FDOT PAY ITEM # 430-174-215 OR 430-174-218**

Lot Description Base Bid

Quantity **150 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 150**Description**

PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15, 18

Item **473-11907--01-173 - Base Bid: FDOT PAY ITEM # 430-174-215 OR 430-174-218**

Lot Description Base Bid

Quantity **50 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50**Description**

PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 15, 18

Item **473-11907--01-174 - Base Bid: FDOT PAY ITEM # 430-174-224**

Lot Description Base Bid

Quantity **150 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 150**Description**

PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24

Item **473-11907--01-175 - Base Bid: FDOT PAY ITEM # 430-174-224**

Lot Description **Base Bid**
Quantity **50 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 50

Description
PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 24

Item **473-11907--01-176 - Base Bid: FDOT PAY ITEM # 430-174-230 OR 430-174-236**
Lot Description **Base Bid**
Quantity **150 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 150

Description
PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 30, 36

Item **473-11907--01-177 - Base Bid: FDOT PAY ITEM # 430-174-230 OR 430-174-236**
Lot Description **Base Bid**
Quantity **50 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 50

Description
PIPE CULVERT, RCP MATERIAL ONLY, OTHER SHAPE - ELLIP/ARCH, 30, 36

Item **473-11907--01-178 - Base Bid: FDOT PAY ITEM # 430-821-23, 430-821-25, OR 430-821-29**
Lot Description **Base Bid**
Quantity **50 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 50

Description
CLEANING & SEALING EXISTING PIPE JOINT, 10 TO 24, STORM SEWER

Item **473-11907--01-179** - Base Bid: FDOT PAY ITEM # 430-821-33 OR 430-821-38
Lot Description Base Bid
Quantity **10** each
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

CLEANING & SEALING EXISTING PIPE JOINT, 30, 36, STORM SEWER

Item **473-11907--01-180** - Base Bid: FDOT PAY ITEM # 430-821-40 OR 430-821-41
Lot Description Base Bid
Quantity **5** each
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

CLEANING & SEALING EXISTING PIPE JOINT, 42, 48, STORM SEWER

Item **473-11907--01-181** - Base Bid: FDOT PAY ITEM # 430-821-42 OR 430-821-43
Lot Description Base Bid
Quantity **5** each
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

CLEANING & SEALING EXISTING PIPE JOINT, 54, 60, STORM SEWER

Item **473-11907--01-182** - Base Bid: FDOT PAY ITEM # 430-821-61
Lot Description Base Bid
Quantity **3** each
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 3

Description

CLEANING & SEALING EXISTING PIPE JOINT, >60, STORM SEWER

Item 473-11907--01-183 - Base Bid: FDOT PAY ITEM # 430-830**Lot Description** Base Bid**Quantity** 20 cubic yard**Unit Price** **Delivery Location** City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 20

Description

PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE

Item 473-11907--01-184 - Base Bid: FDOT PAY ITEM # 430-982-121, 430-982-123, OR 430-982-125**Lot Description** Base Bid**Quantity** 10 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

MITERED END SECTION, OPTIONAL ROUND, 12, 15,18

Item 473-11907--01-185 - Base Bid: FDOT PAY ITEM # 430-982-129**Lot Description** Base Bid**Quantity** 4 each**Unit Price** **Delivery Location** City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 4

Description

MITERED END SECTION, OPTIONAL ROUND, 24

Item 473-11907--01-186 - Base Bid: FDOT PAY ITEM # 430-982-133 OR 430-982-138**Lot Description** Base Bid**Quantity** 2 each**Unit Price** **Delivery Location** City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 2**Description**

MITERED END SECTION, OPTIONAL ROUND, 30,36

Item 473-11907--01-187 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100**Description**

FRENCH DRAIN, LESS THAN 12

Item 473-11907--01-188 - Base Bid: FDOT PAY ITEM # 443-70-3

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1000**Description**

FRENCH DRAIN, 12 TO 18

Item 473-11907--01-189 - Base Bid: FDOT PAY ITEM # 443-70-4

Lot Description Base Bid

Quantity 250 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 250**Description**

FRENCH DRAIN, 24

Item 473-11907--01-190 - Base Bid: FDOT PAY ITEM # E432-4

Lot Description Base Bid

Quantity 1000 linear foot

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1000

Description

STORM SEWER INSPECTION (VIDEO CAMERA)

Item **473-11907--01-191** - Base Bid: FDOT PAY ITEM # 430-95-1

Lot Description Base Bid

Quantity **200 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

OUTFALL BARNACLE REMOVAL FOR 0-24 PIPES

Item **473-11907--01-192** - Base Bid: FDOT PAY ITEM # 430-95-2

Lot Description Base Bid

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

OUTFALL BARNACLE REMOVAL FOR 25-36 PIPES

Item **473-11907--01-193** - Base Bid: FDOT PAY ITEM # 430-95-3

Lot Description Base Bid

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

OUTFALL BARNACLE REMOVAL FOR 37-48 PIPES

Item **473-11907--01-194** - Base Bid: FDOT PAY ITEM # 430-95-4

Lot Description **Base Bid**
Quantity **25 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 25

Description
OUTFALL BARNACLE REMOVAL FOR 49-60 PIPES

Item **473-11907--01-195 - Base Bid: FDOT PAY ITEM # 430-95-5**
Lot Description **Base Bid**
Quantity **25 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 25

Description
OUTFALL BARNACLE REMOVAL FOR 61 AND GREATER PIPES

Item **473-11907--01-196 - Base Bid: FDOT PAY ITEM # 430-96**
Lot Description **Base Bid**
Quantity **25 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 25

Description
CONCRETE COLLAR AT JOINTS FOR CONNECTING DISSIMILAR TYPES OF PIPE AND CONCRETE PIPES WITH DISSIMILAR JOINTS

Item **473-11907--01-197 - Base Bid: FDOT PAY ITEM # 431-1-1**
Lot Description **Base Bid**
Quantity **1000 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 1000

Description
PIPE LINER, OPTIONAL MATERIAL, 0-24

Item **473-11907--01-198** - Base Bid: FDOT PAY ITEM # 431-1-2
Lot Description Base Bid
Quantity **250 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
[See Specifications](#)
Fort Lauderdale FL 33312
Qty 250

Description

PIPE LINER, OPTIONAL MATERIAL, 25-36

Item **473-11907--01-199** - Base Bid: FDOT PAY ITEM # 431-1-3
Lot Description Base Bid
Quantity **250 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
[See Specifications](#)
Fort Lauderdale FL 33312
Qty 250

Description

PIPE LINER, OPTIONAL MATERIAL, 37-48

Item **473-11907--01-200** - Base Bid: FDOT PAY ITEM # 431-1-4
Lot Description Base Bid
Quantity **250 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
[See Specifications](#)
Fort Lauderdale FL 33312
Qty 250

Description

PIPE LINER, OPTIONAL MATERIAL, 49-60

Item **473-11907--01-201** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **250 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
[See Specifications](#)
Fort Lauderdale FL 33312

Qty 250**Description**

PIPE LINER, OPTIONAL MATERIAL, 61 OR GREATER PIPE

Item 473-11907--01-202 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 10 cubic yard

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10**Description**

BALLAST ROCK, FRENCH DRAIN AGGREGATE, F&I

Item 473-11907--01-203 - Base Bid: FDOT PAY ITEM # 444-74-1

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10**Description**

DEEP WELL INJECTION BOX, STRUCTURE WITH NO OUTFLOW

Item 473-11907--01-204 - Base Bid: FDOT PAY ITEM # 444-74-1

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5**Description**

DEEP WELL INJECTION BOX, STRUCTURE WITH OUTFLOW

Item 473-11907--01-205 - Base Bid: FDOT PAY ITEM # 444-70-11

Lot Description Base Bid

Quantity 15 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 15

Description

DEEP WELL OPEN HOLE , 24

Item 473-11907--01-206 - Base Bid: FDOT PAY ITEM # 444-71-11

Lot Description Base Bid

Quantity 15 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 15

Description

DEEP WELL CASING

Item 473-11907--01-207 - Base Bid: FDOT PAY ITEM # 444-71-10

Lot Description Base Bid

Quantity 1 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

DEEP WELL CLEANING (0-23)

Item 473-11907--01-208 - Base Bid: FDOT PAY ITEM # 444-71-11

Lot Description Base Bid

Quantity 5 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

DEEP WELL CLEANING (24)

Item 473-11907--01-209 - Base Bid: FDOT PAY ITEM # 444-71-12

Lot Description Base Bid

Quantity 1 linear foot

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

See Specifications

Fort Lauderdale FL 33312

Qty 1**Description**

DEEP WELL CLEANING (25 AND GREATER)

Item **473-11907--01-210 - Base Bid: FDOT PAY ITEM # 455-133-2**

Lot Description Base Bid

Quantity **200 square foot**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 200**Description**

SHEET PILING, STEEL TEMPORARY-CRITICAL

Item **473-11907--01-211 - Base Bid: FDOT PAY ITEM # 430-94-1**

Lot Description Base Bid

Quantity **1000 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1000**Description**

STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 0-24 PIPE

Item **473-11907--01-212 - Base Bid: FDOT PAY ITEM # 430-94-2**

Lot Description Base Bid

Quantity **250 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 250**Description**

STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 24-36 PIPE

Item **473-11907--01-213 - Base Bid: FDOT PAY ITEM # 430-94-3**

Lot Description **Base Bid**
Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 100

Description

STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 37-48 PIPE

Item **473-11907--01-214 - Base Bid: FDOT PAY ITEM # 430-94-4**
Lot Description **Base Bid**
Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 100

Description

STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 49-60 PIPE

Item **473-11907--01-215 - Base Bid: FDOT PAY ITEM # 430-94-5**
Lot Description **Base Bid**
Quantity **50 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 50

Description

STORM DRAINAGE CLEANING AND DESILTING, VIDEO & FINISHED CD OR DVD, 61 OR GREATER PIPE

Item **473-11907--01-216 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **15 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 15

Description

WELL POINT SYSTEM COMPLETE, 4 PUMP, F&I

Item **473-11907--01-217** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **5 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

WELL POINT SYSTEM COMPLETE, 6 PUMP, F&I

Item **473-11907--01-218** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **3 day**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 3

Description

WELL POINT SYSTEM COMPLETE, 8 PUMP, F&I

Item **473-11907--01-219** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description

LASER PROFILE, STORM DRAINAGE WITH DVD VIDEO & REPORT

Item **473-11907--01-220** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **12 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 12

Description

PIPE/CULVERT DIVING INSPECTION 3-PERSON CREW, 4 HR MINIMUM CHARGE

Item 473-11907--01-221 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 25 day

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 25

Description

BY-PASS PUMP 4, F&I

Item 473-11907--01-222 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 day

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

BY-PASS PUMP 6, F&I

Item 473-11907--01-223 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 day

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

BY-PASS PUMP 8, F&I

Item 473-11907--01-224 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

8 TO 12 PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATER TABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL

Item 473-11907--01-225 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 50 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

15-24 PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATER TABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL

Item 473-11907--01-226 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 10 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

30-42 PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATER TABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL

Item 473-11907--01-227 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 10 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

48-60 PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATER TABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL

Item 473-11907--01-228 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each

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

See Specifications

Fort Lauderdale FL 33312

Qty 5**Description**

60 AND ABOVE PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATER TABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL

Item **473-11907--01-229** - Base Bid: FDOT PAY ITEM # 530-1

Lot Description Base Bid

Quantity **10 cubic yard**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10**Description**

RIPRAP, SAND-CEMENT

Item **473-11907--01-230** - Base Bid: FDOT PAY ITEM # 530-3-3

Lot Description Base Bid

Quantity **2 ton**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 2**Description**

RIPRAP- RUBBLE, BANK AND SHORE

Item **473-11907--01-231** - Base Bid: FDOT PAY ITEM # 530-3-4

Lot Description Base Bid

Quantity **2 ton**Unit Price Delivery Location **City of Fort Lauderdale**[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 2**Description**

RIPRAP, RUBBLE, F&I, DITCH LINING

Item **473-11907--01-232 - Base Bid: FDOT PAY ITEM # 530-74**
Lot Description Base Bid
Quantity **5 ton**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description
BEDDING STONE

Item **473-11907--01-233 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **200 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 200

Description
STANDARD 4 CHAIN LINK FENCE

Item **473-11907--01-234 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **500 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description
STANDARD 6 CHAIN LINK FENCE

Item **473-11907--01-235 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **10 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

STANDARD 4 /6 CHAIN LINK FENCE GATE OPENING, SINGLE, 0-6

Item 473-11907--01-236 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 300 linear foot
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 300

Description

STANDARD 6 WOOD PANEL PRESSURE-TREATED FENCE

Item 473-11907--01-237 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

STANDARD 6 WOOD PANEL PRESSURE-TREATED FENCE GATE OPENING, SINGLE, 0-6

Item 473-11907--01-238 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 500 linear foot
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

STANDARD 6 VINYL FENCE

Item 473-11907--01-239 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

STANDARD 6 VINYL FENCE GATE OPENING, SINGLE, 0-6

Item 473-11907--01-240 - Base Bid: FDOT PAY ITEM # 550-60-211

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

FENCE GATE, TYPE B, SINGLE, 0-6.0 OPENING

Item 473-11907--01-241 - Base Bid: FDOT PAY ITEM # 550-60-212, 550-60-213, OR 550-60-214

Lot Description Base Bid

Quantity 2 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

FENCE GATE, TYPE B, SINGLE, 6.1-20.0 OPENING

Item 473-11907--01-242 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 100 hourly rate

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

ADDITIONAL LABORER

Item 473-11907--01-243 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 10 hourly rate

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

MASTER ELECTRICIAN

Item **473-11907--01-244** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

DIVER (REGULAR TIME)

Item **473-11907--01-245** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVEL II TECHNICIAN

Item **473-11907--01-246** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

SERVICE TRUCK & OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS, 4 HR MINIMUM CHARGE

Item **473-11907--01-247** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 hourly rate**
Unit Price

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description
BUCKET TRUCK & OPERATOR, 50 FT REACH, 4 HR MINIMUM CHARGE

Item **473-11907--01-248** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid
Quantity **10 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description
D3 OR D5 DOZER & OPERATOR

Item **473-11907--01-249** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid
Quantity **10 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description
CRANE & OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4 HR MINIMUM CHARGE

Item **473-11907--01-250** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid
Quantity **20 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description
VAC TRUCK, 3-PERSON CREW, 4 HR MINIMUM CHARGE

Item **473-11907--01-251** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **20 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 20

Description

SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM, 4 HR MINIMUM CHARGE

Item **473-11907--01-252** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM, 4 HR MINIMUM CHARGE

Item **473-11907--01-253** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **10 hourly rate**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

DUMP TRUCK & OPERATOR, SINGLE-AXLE, 5 cubic yard MINIMUM CAPACITY, 4 HR MINIMUM CHARGE

Item **473-11907--01-254** - Base Bid: FDOT PAY ITEM # 700-1-40

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

SINGLE POST SIGN, INSTALL

Item 473-11907--01-255 - Base Bid: FDOT PAY ITEM # 700-1-50
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location **City of Fort Lauderdale**
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

SINGLE POST SIGN, RELOCATE

Item 473-11907--01-256 - Base Bid: FDOT PAY ITEM # 1050-11-211, 1050-11-212, OR 1050-11-213
Lot Description Base Bid
Quantity 100 linear foot
Unit Price
Delivery Location **City of Fort Lauderdale**
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description

UTILITY PIPE, F&I, PVC, CASING/CONDUIT, 0-6

Item 473-11907--01-257 - Base Bid: FDOT PAY ITEM # 1050-11-425
Lot Description Base Bid
Quantity 100 linear foot
Unit Price
Delivery Location **City of Fort Lauderdale**
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description

UTILITY PIPE, F&I, DI/CI, WATER / SEWER, 5- 7.9

Item 473-11907--01-258 - Base Bid: FDOT PAY ITEM # 1050-11-425
Lot Description Base Bid
Quantity 100 linear foot
Unit Price
Delivery Location **City of Fort Lauderdale**
See Specifications
See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

UTILITY PIPE, F&I, DI/CI, WATER / SEWER, 8 - 19.9

Item 473-11907--01-259 - Base Bid: FDOT PAY ITEM # 1644-700

Lot Description Base Bid

Quantity 2 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

FIRE HYDRANT, ADJUST AND MODIFY

Item 473-11907--01-260 - Base Bid: FDOT PAY ITEM # 1644-800

Lot Description Base Bid

Quantity 2 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

FIRE HYDRANT, RELOCATE

Item 473-11907--01-261 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

ALUMINUM POLLUTION RETARDANT BAFFLES TO COVER 12-INCH -15 INCH PIPE, INCLUDING STAINLESS STEEL HARDWARE, AND ALL OR OTHER NECESSARY APPURTEANCES, F&I

Item 473-11907--01-262 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 20 each

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 20

Description

ALUMINUM POLLUTION RETARDANT BAFFLES TO COVER 18-INCH -24 INCH PIPE, INCLUDING STAINLESS STEEL HARDWARE, AND ALL OR OTHER NECESSARY APPURTENANCES, F&I

Item **473-11907--01-263 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **30 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 30

Description

SKIMMER FOR EXFILTRATION TRENCH OUTLET TO COVER 12-INCH -15 INCH PIPE, F&I

Item **473-11907--01-264 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

SKIMMER FOR EXFILTRATION TRENCH OUTLET TO COVER 18-INCH -24 INCH PIPE, F&I

Item **473-11907--01-265 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

FURNISH 4 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-266 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 2

Description
INSTALL 4 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item **473-11907--01-267 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 2

Description
FURNISH 6 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-268 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 2

Description
INSTALLATION OF 6 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item **473-11907--01-269 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 [See Specifications](#)
 See Specifications
 Fort Lauderdale FL 33312
 Qty 5

Description
FURNISH 8 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-270 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 8 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item **473-11907--01-271 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **10 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

FURNISH 10 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-272 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **10 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

INSTALL 10 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item **473-11907--01-273 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **10 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

FURNISH 12 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item 473-11907--01-274 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

INSTALL 12 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item 473-11907--01-275 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

FURNISH 15 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item 473-11907--01-276 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

INSTALL 15 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item 473-11907--01-277 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

See Specifications

See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 18 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item 473-11907--01-278 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 18 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item 473-11907--01-279 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 24 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item 473-11907--01-280 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 24 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item 473-11907--01-281 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 2 each
Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

FURNISH 30 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-282 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

INSTALL 30 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item **473-11907--01-283 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

FURNISH 36 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-284 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

INSTALL 36 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item **473-11907--01-285 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

FURNISH 42 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-286 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

INSTALL 42 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item **473-11907--01-287 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

FURNISH 48 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item **473-11907--01-288 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

INSTALL 48 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item 473-11907--01-289 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 2 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

FURNISH 60 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item 473-11907--01-290 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 2 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

INSTALL 60 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item 473-11907--01-291 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 2 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

FURNISH 72 CHECKMATE INLINE TIDEFLEX VALVES WITH ALL FITTINGS

Item 473-11907--01-292 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 2 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2

Description

INSTALL 72 CHECKMATE INLINE TIDEFLEX VALVE WITH ALL FITTINGS

Item 473-11907--01-293 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 8 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-294 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 8 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-295 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 10 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-296 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 15 each
Unit Price
Delivery Location City of Fort Lauderdale
See Specifications
See Specifications

Fort Lauderdale FL 33312

Qty 15

Description

INSTALL 10 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-297 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 25 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 25

Description

FURNISH 12 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-298 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 25 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 25

Description

INSTALL 12 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-299 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 30 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 30

Description

FURNISH 15 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-300 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 30 each

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 30

Description

INSTALL 15 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-301 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **25 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 25

Description

FURNISH 18 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-302 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **25 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 25

Description

INSTALL 18 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-303 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **15 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 15

Description

FURNISH 24 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-304 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**

Quantity **15 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 15

Description

INSTALL 24 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-305 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 30 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-306 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 30 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-307 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 36 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-308 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 36 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-309 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 42 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-310 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 42 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item **473-11907--01-311 - Base Bid: FDOT PAY ITEM # NA**
Lot Description Base Bid
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 48 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-312 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 48 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-313 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

FURNISH 54 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-314 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

INSTALL 54 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-315 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 5 each
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

FURNISH 60 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-316 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

INSTALL 60 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-317 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

FURNISH 72 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-318 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

INSTALL 72 INLINE WASTOP CHECK VALVES WITH ALL FITTINGS

Item 473-11907--01-319 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location

City of Fort Lauderdale[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

F&I ALUMINUM MANATEE GRATE PER FDOT INDEX #230 WITH ALL FITTINGS FOR PIPE RANGING FROM 10 TO 18

Item 473-11907--01-320 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 2 each

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

See Specifications

Fort Lauderdale FL 33312

Qty 2

Description

F&I ALUMINUM MANATEE GRATE PER FDOT INDEX #230 WITH ALL FITTINGS FOR PIPE RANGING FROM 24 TO 36

Item 473-11907--01-321 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

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

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

F&I ALUMINUM MANATEE GRATE PER FDOT INDEX #230 WITH ALL FITTINGS FOR PIPE RANGING FROM 42 TO 48

Item 473-11907--01-322 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

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

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

F&I ALUMINUM MANATEE GRATE PER FDOT INDEX #230 WITH ALL FITTINGS FOR PIPE RANGING FROM 54 TO 60

Item 473-11907--01-323 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

F&I ALUMINUM MANATEE GRATE PER FDOT INDEX #230 WITH ALL FITTINGS FOR PIPE RANGING FROM 61 OR GREATER

Item **473-11907--01-324 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **20 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description

F&I 8 TO 15 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEAWALLS

Item **473-11907--01-325 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **20 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 20

Description

F&I 18 TO 24 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEAWALLS

Item **473-11907--01-326 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

F&I 30 TO 36 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEAWALLS

Item **473-11907--01-327** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description

F&I 42 TO 48 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEAWALLS

Item **473-11907--01-328** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **3 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 3

Description

F&I 54 TO 60 INCH DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEAWALLS

Item **473-11907--01-329** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

F&I 61 INCH AND ABOVE DRAINAGE OUTFALLS BY CORE DRILLING EXISTING SEAWALLS

Item **473-11907--01-330** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **50 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

F&I PIPE BURSTING FOR PIPES 8 AND UNDER

Item 473-11907--01-331 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 300 linear foot
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 300

Description

F&I PIPE BURSTING FOR 10 PIPES

Item 473-11907--01-332 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 500 linear foot
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

F&I PIPE BURSTING FOR 12 PIPES

Item 473-11907--01-333 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 1000 linear foot
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1000

Description

F&I PIPE BURSTING FOR 15 PIPES

Item 473-11907--01-334 - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity 500 linear foot
Unit Price
Delivery Location City of Fort Lauderdale
[See Specifications](#)
See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

F&I PIPE BURSTING FOR 18 PIPES

Item 473-11907--01-335 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 300 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 300

Description

F&I PIPE BURSTING FOR 24 PIPES

Item 473-11907--01-336 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 200 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 200

Description

F&I PIPE BURSTING FOR 30 PIPES

Item 473-11907--01-337 - Base Bid: FDOT PAY ITEM # 555-1-1

Lot Description Base Bid

Quantity 100 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

DIRECTIONAL BORE, LESS THAN 6

Item 473-11907--01-338 - Base Bid: FDOT PAY ITEM # 555-1-2

Lot Description Base Bid

Quantity 300 linear foot

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 300

Description

DIRECTIONAL BORE, 6 TO < 12

Item **473-11907--01-339** - Base Bid: FDOT PAY ITEM # 555-1-3

Lot Description Base Bid

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

DIRECTIONAL BORE, 12 TO < 18

Item **473-11907--01-340** - Base Bid: FDOT PAY ITEM # 555-1-5

Lot Description Base Bid

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

DIRECTIONAL BORE, 24 TO < 36

Item **473-11907--01-341** - Base Bid: FDOT PAY ITEM # 555-1-6

Lot Description Base Bid

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

DIRECTIONAL BORE, 36 TO < 48

Item **473-11907--01-342** - Base Bid: FDOT PAY ITEM # 555-1-7

Lot Description Base Bid

Quantity **100 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 100

Description
DIRECTIONAL BORE, 48 TO < 60

Item **473-11907--01-343 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **10 cubic yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description
TOPSOIL, 50% PLANTING SOIL AND 50% SAND, F&I

Item **473-11907--01-344 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description
FERTILIZER 40 LB. BAG, F&I

Item **473-11907--01-345 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **300 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 300

Description
ROOT BARRIER, F&I

Item **473-11907--01-346** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5

Description

SPRINKLER HEADS POP-UP ROTATING, F&I

Item **473-11907--01-347** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

4 PVC PIPE, SCH. 40, F&I

Item **473-11907--01-348** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

3 PVC PIPE, SCH. 40, F&I

Item **473-11907--01-349** - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

2 PVC PIPE, SCH. 40, F&I

Item **473-11907--01-350** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **50 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

1 PVC PIPE, SCH. 40, F&I

Item **473-11907--01-351** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **50 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 50

Description

3/4 PVC PIPE, SCH. 40, F&I

Item **473-11907--01-352** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **10 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 10

Description

ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW

Item **473-11907--01-353** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **10 hourly rate**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

CERTIFIED ARBORIST

Item 473-11907--01-354 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 100 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 100

Description

TREE REMOVAL, 0-12 TRUNK DIAMETER AT BREAST HEIGHT

Item 473-11907--01-355 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 25 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 25

Description

TREE REMOVAL, 12.1-24 TRUNK DIAMETER AT BREAST HEIGHT

Item 473-11907--01-356 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 10 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 10

Description

TREE REMOVAL, 24.1-48 TRUNK DIAMETER AT BREAST HEIGHT

Item 473-11907--01-357 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 5 each

Unit Price

Delivery Location

City of Fort LauderdaleSee Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 5**Description**

TREE REMOVAL, 48.1-60 TRUNK DIAMETER AT BREAST HEIGHT

Item 473-11907--01-358 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 3 each

Unit Price Delivery Location **City of Fort Lauderdale**See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 3**Description**

TREE REMOVAL, GREATER THAN 60 TRUNK DIAMETER AT BREAST HEIGHT

Item 473-11907--01-359 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 50 each

Unit Price Delivery Location **City of Fort Lauderdale**See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 50**Description**

STUMP GRINDING/REMOVAL, 0-24 TRUNK DIAMETER AT BREAST HEIGHT

Item 473-11907--01-360 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 20 each

Unit Price Delivery Location **City of Fort Lauderdale**See Specifications

See Specifications

Fort Lauderdale FL 33312

Qty 20**Description**

STUMP GRINDING/REMOVAL, 24.1-48 TRUNK DIAMETER AT BREAST HEIGHT

Item 473-11907--01-361 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **5 each**
Unit Price

Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 5

Description
STUMP GRINDING/REMOVAL, 48.1-60 TRUNK DIAMETER AT BREAST HEIGHT

Item **473-11907--01-362 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**
Quantity **3 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 3

Description
STUMP GRINDING/REMOVAL, GREATER THAN 60 TRUNK DIAMETER AT BREAST HEIGHT

Item **473-11907--01-363 - Base Bid: FDOT PAY ITEM # NA**

Lot Description **Base Bid**
Quantity **1500 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1500

Description
HEDGES AND SHRUBS REMOVAL

Item **473-11907--01-364 - Base Bid: FDOT PAY ITEM # 570-1-1**

Lot Description **Base Bid**
Quantity **1000 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1000

Description
CLEARING AND GRUBBING

Item **473-11907--01-365** - Base Bid: FDOT PAY ITEM # 570-1-1

Lot Description Base Bid

Quantity **500 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

PERFORMANCE TURF, HYDROSEED ONLY

Item **473-11907--01-366** - Base Bid: FDOT PAY ITEM # 570-1-1

Lot Description Base Bid

Quantity **500 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

PERFORMANCE TURF, BONDED FIBER MATRIX ONLY

Item **473-11907--01-367** - Base Bid: FDOT PAY ITEM # 570-1-1

Lot Description Base Bid

Quantity **500 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 500

Description

PERFORMANCE TURF, SEED AND MULCH ONLY

Item **473-11907--01-368** - Base Bid: FDOT PAY ITEM # 570-1-2

Lot Description Base Bid

Quantity **5000 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 5000

Description

PERFORMANCE TURF, SOD

Item **473-11907--01-369** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **2000 square yard**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 2000

Description

SALT TOLERANT TURF, SOD (SEASHORE PASPALUM OR APPROVED EQUAL)

Item **473-11907--01-370** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **500 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 3-GALLON CONTAINER

Item **473-11907--01-371** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **500 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 500

Description

HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-GALLON CONTAINER

Item **473-11907--01-372** - Base Bid: FDOT PAY ITEM # NA
Lot Description Base Bid
Quantity **50 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

COMMON PALM SPECIES (BISMARCK, DATE, SILVER, CHRISTMAS, ROYAL, THATCH, CABBAGE AND FOXTAIL), 5'-20' OVERALL HEIGHT

Item 473-11907--01-373 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 50

Description

COMMON TREE SPECIES (LIVE OAK, WILD TAMARIND, GREEN OR SILVER BUTTONWOOD, BALD OR POND CYPRESS, MAGNOLIA, PONCIANA, SLASH PINE, MAHOGANY, JAMAICAN DOGWOOD, MANGO, SEA GRAPE, GUMBO LIMBO, JACARANDA, JAPANESE FERN), 8'-20' OVERALL HEIGHT

Item 473-11907--01-374 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

PASS-THRU IRRIGATION AND LANDSCAPE ALLOWANCE

Item 473-11907--01-375 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

[See Specifications](#)

See Specifications

Fort Lauderdale FL 33312

Qty 1

Description

PASS-THRU UNFORESEEN UNDERGROUND CONDITIONS ALLOWANCE

Item 473-11907--01-376 - Base Bid: FDOT PAY ITEM # NA

Lot Description Base Bid

Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

PASS-THRU PARTS, MATERIALS, AND MISCELLANEOUS ITEMS ALLOWANCE

Item **473-11907--01-377 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

PASS-THRU SPECIALIZED CONSTRUCTION ACTIVITIES ALLOWANCE

Item **473-11907--01-378 - Base Bid: FDOT PAY ITEM # NA**
Lot Description **Base Bid**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See Specifications](#)
See Specifications
Fort Lauderdale FL 33312
Qty 1

Description

PASS-THRU PERMIT ALLOWANCE

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

BID NO. 473-11907

PROJECT NO. 12220

**STORMWATER
CONSTRUCTION
CONTRACT**



**Issued on Behalf of:
The Public Works Department
Engineering Division
100 North Andrews Avenue
Fort Lauderdale, Florida 33301**

**Rares Petrica, PE
Senior Project Manager**

**Althea Pemsel, MA, CPSM
SENIOR PROCUREMENT SPECIALIST
Telephone: (954) 828-5139 E-mail: apemsel@fortlauderdale.gov**

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

CITB Prime Contractor ID Form
ITB Questionnaire Sheets
CITB Trench Safety
CITB Non-Collusion Statement
CITB Contract Payment Method
CITB Construction Bid Certification

INVITATION TO BID

Sealed bids will be received electronically until 2:00 P.M., local time, on April 20, 2017, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for **BID NO., 473-11907, PROJECT NO., 12220.**

This project consists of Drawing File No. Not applicable **(0)** sheets.

The work includes constructing of various stormwater projects based on 100% design plans provided to the contractor by City Staff on a per project basis.

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

Possession of a general contractor's and utility underground license is required for this project.

There will not be a pre-bid meeting or site visit for this Invitation to Bid.

Bidding blanks may be obtained **free of charge** at BIDSYNC.COM. Drawing Plans are on file in the Public Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4th floor, (Monday thru Friday 8:00 am to 4:30 pm) at a **NON-REFUNDABLE cost of \$0.00 (including sales tax per set)**. Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted.

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**

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

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, upon request, 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, FL 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, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Certified Checks, Cashier's Checks and Bank Drafts 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, FL 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 feature provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized 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/purchasing>. 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.

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

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

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addendums have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

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

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 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, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

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

FILLING IN BIDS - All prices must be 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 based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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.

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

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

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

in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

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

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

COPIES OF DRAWING PLANS - Copies of the drawing plans are on file in the Public Works Department, City Hall, 4th Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

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 (2014), 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, 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 BUSINESS ENTERPRISE PARTICIPATION AND 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.

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 stormwater maintenance services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. TRANSACTION FEES

The City of Fort Lauderdale 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 their 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 City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 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 SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Althea Pemsel, MA, CPSM, Senior Procurement Specialist**, via email at apemsel@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized 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 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 twenty (120) 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.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or two (2) 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 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 time of award of contract, the City reserves the right to set a maximum dollar limit that may be expended on this project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.

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

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award. General contractor's and underground utility and/or excavation contractor's license.

Note: Contractor must have proper licensing and be able to provide evidence of same, if requested, at time of award.

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 bid. Bidder shall submit proof of stormwater construction experience and should list a minimum of three (3) stormwater projects for a City, County, or entity with similar size (or larger). For each project listed; identify the location, dates of construction, project names and overall scope, the scope of work that was self-performed by Contractor, and Client's name, address, phone number, and email address. **References Should not Include City of Fort Lauderdale Employees or Work Performed for The City.**

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

09. BID ALLOWANCE

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

The amount indicated is intended to be sufficient to cover the entire project. If the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion. Line items 346 through 350 will be pass through costs.

Note: The City will add this allowance to your bid.

10. INSURANCE REQUIREMENTS (See Article 10, Bonds and Insurance, of the Contract for details)

Insurance

10.1 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, as well as Professional Liability insurance in the amount of \$1,000,000 for any Architectural and/or Engineering requirements associated with the fulfillment of the contract if required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. ***A 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.***

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. **BINDERS ARE UNACCEPTABLE**. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department.

Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.

C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

10.3 Commercial General Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors
Owners and Contractors Protective Liability
Contractor's Pollution Liability

10.4 Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
All Autos used in completing the contract	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required:

Waiver of Subrogation

10.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

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

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

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

NOTE: City Project/Contract Number Must Appear On Each Certificate.

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

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

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

11. PERFORMANCE AND PAYMENT BOND: _____
Number of awards anticipated: Five (5) contractors

The City may award up to (five (5)) 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 in specifications.

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Rares Petrica whose address is 100 North Andrews, 4th Floor, Fort Lauderdale, FL 33301, 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.

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 **Three Hundred Dollars (\$300.00)** 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 has implemented a Purchasing Card (P-Card) Program utilizing both 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, bidders 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. The City reserves the right to revise this program as necessary.

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: \$ 219.00

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

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

WHEREAS, the City desires to retain a contractor for the Project as 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 –This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the city, authorizing a revision of an underlying agreement between the City and a 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. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, 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 as amended by the 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, change orders and 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. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the Work agreed upon within each executed Task Order will constitute nonperformance of the Contractor and would be grounds for termination of the contract per ARTICLE 17 of the Agreement.
- 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 and on which the Contract Time will end. 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.

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 shall 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 – The Contractor shall submit a written request to the City for an inspection to determine if the Work is substantially complete. If, at the time of inspection, it is determined the project is substantially complete, 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:

PROJECT NAME: General Stormwater
Construction Contract
ITB # 473-11907
PROJECT # 12220

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

PROJECT DESCRIPTION

The work includes constructing of various stormwater projects based on 100% design plans provided to the contractor by City Staff on a per project basis.

- 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 any subcontractors that will be utilized by the Contractor. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with current and on-going operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Rares Petrica, Senior Project Manager whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [] to [] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/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 and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No., _____, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., _____, dated _____.
- 4.13 Schedule of Completion and Schedule of Values.
- 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. 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.

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

- a. Specific written direction from the City Manager (or designee)

- 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 ninety (120) 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, in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card Program using the VISA network. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement this ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system. All costs associated with the implementation of this purchasing program shall be borne by the Contractor.

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, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.
- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under 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 carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and will determine 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 he 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 Contract in accordance with Article 17.

8.8.4 A certified "competent person" shall be 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 Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work 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 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 AM to 4:30 PM and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

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

be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

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

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

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City 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 vegetation 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 No Damages for Delay: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that

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

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

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

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

8.25 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 contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY'S RESPONSIBILITIES

9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.

9.3 Technical Clarifications and Interpretations:

9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim,

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

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

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), 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: 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.

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 (2014), 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.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of

Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 per claim for any Architectural and or Engineering requirements associated with the fulfillment of any Task Order if required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. ***A 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.***

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. **BINDERS ARE UNACCEPTABLE**. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall, as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon

execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

10.3.3 Commercial General Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors
Owners and Contractors Protective Liability
Contractor's Pollution Liability

10.3.4 Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
All Autos used in completing the contract	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required:

Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

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

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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.

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

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

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

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

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

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

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

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

11.2 Tests and Inspections: 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 Engineer 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 Section 11.2 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager

may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim 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, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

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

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

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

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

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance 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.
- 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.
- 14.2 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.

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 **Hundred/Thousand Dollars (\$.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 15 days' notice upon the occurrence of any one or more of the following events:
 - 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.4 If 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.
 - 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.

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

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

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

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

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

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

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

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

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

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

17.6 Where the Contractor's service has so been 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, Consultant, 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

with copies to:

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

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, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

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 of 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 contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed 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 Scrutinized Companies: 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, 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, 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 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 that ordinarily and necessarily would be 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 (2016), 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.

Project Name
(Contractor)
Project #

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 municipal corporation of the State of Florida

By: _____

LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By: _____

JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:

By: _____

RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida corporation.

By

Print Name

PRINT NAME

Title

Print NameBY:

ATTEST:

PRINT NAME

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by

(Name), as _____ (Title) of _____ (CONTRACTOR), a
Florida corporation, on behalf of the Corporation.

SEAL

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped Personally Known or Produced Identification:

Type of Identification Produced: _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

"Construction Manager" - shall mean the Public Works Director or his/her designee. "Construction

Project Manager" - shall mean the Public Works Director or his/her designee. "Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

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

"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 the Public Works Director or his/her designee.

"Public Works Director" - shall mean the Public Works Director of the City of Fort Lauderdale, Florida or his/her designee(s).

"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 Public Works Director.

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall keep the Public Works Director informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary measurements made for records and for payment with the minimum of inconvenience to the Public Works Director or of delay to the Contractor. The Contractor shall submit to the Public Works Director or Inspector on the job a written request outlining the streets, etc., for which the Contractor desires lines and grades. It is the intention not to delay the Work for the giving of lines and grades, but when necessary, work operations shall be suspended for such reasonable time as the Public Works Director may require for this purpose. However, such cost increases shall be authorized either by the City Manager and/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 - 05 - SUBCONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Public Works Director. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Public Works Director, a list of all Subcontractors. No Work shall be done by any Subcontractor until such Subcontractor has been officially approved by the Public Works Director. A subcontractor not appearing on the original list will not be approved without written request submitted to the Public Works Director and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Subcontractors and the Subcontractor is liable to be discharged by the Contractor, at the direction of the Public Works Director, for neglect of duty, incompetence or misconduct.

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

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

GC - 06 - QUANTITIES - It is mutually agreed that the proposal shows the approximate amounts only along with the Plans and the general location. It is also mutually agreed that no change will be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Public Works Director shall have the right to make minor alterations 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 City Manager and/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-07 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC - 15 - JOB DESCRIPTION SIGNS - Contractor, 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 - 16 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.

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

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

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

GC - 27 - 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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, FL 33301

E-mail:
prrcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), 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.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**Construction Stormwater 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.shtml>

1. MOBILIZATION:**BID ITEM # 1 / 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.

BID ITEM # 2 / 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.

BID ITEM # 3 / FDOT PAY ITEM # 101-1 / MOBILIZATION - MOBILIZE WITHIN 4 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 four (4) hours after requested by the City Project Manager or his designee.

Mobilization that is not for night work or an emergency is considered incidental to the work that is to be performed under each Task Order and no separate payment will be made for such mobilization.

2. MAINTENANCE OF TRAFFIC:**BID ITEM # 5 / FDOT PAY ITEM # 102-60 / WORK ZONE SIGNS / UNIT EA****BID ITEM # 6 / FDOT PAY ITEM # 102-71-11 / BARRIER WALL, TEMPORARY, F&I, CONCRETE, UP TO 30 DAYS / UNIT LF****BID ITEM # 7 / FDOT PAY ITEM # 102-71-12 / BARRIER WALL, TEMPORARY, F&I, WATERFILLED, UP TO 30 DAYS / UNIT LF****BID ITEM # 8 / FDOT PAY ITEM # 102-71-21/ BARRIER WALL, TEMPORARY, RELOCATE, CONCRETE / UNIT LF****BID ITEM # 9 / FDOT PAY ITEM # 102-71-22 / BARRIER WALL, TEMPORARY, RELOCATE, WATERFILLED / UNIT LF****BID ITEM # 21 / FDOT PAY ITEM # NA / 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.

BID ITEM # 22 / FDOT PAY ITEM # NA / FDOT CERTIFIED FLAG PERSON / UNIT HR**Description**

Unit price of this item includes full compensation for work performed by a FDOT certified flagman. Proof of certification must be provided to City Project Manager.

BID ITEM # 23 / FDOT PAY ITEM # NA / 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.

BID ITEM # 24/25 / FDOT PAY ITEM # NA / STEEL TRAFFIC PLATES FOR 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

3. EARTHWORK, SITE PREPARATION**BID ITEM # 31 / FDOT PAY ITEM # NA/ SIGNED AND SEALED DRAWINGS / UNIT HR****Description**

Unit price of this item includes full compensation for all work performed by a registered surveyor (PSM) including preparation of as-builts and other surveying documents. 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 certified drawings that are outside the scope of work of an approved Task Order.

BID ITEM # 32 / FDOT PAY ITEM # NA/ SURVEY FIELD WORK, 3-PERSON CREW / UNIT HR**Description**

Unit price of this item includes full compensation for all work performed by a 3-person 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 certified drawings that are outside the scope of work of an approved Task Order.

BID ITEM # 33 / FDOT PAY ITEM # NA/ SURVEY FIELD WORK, 2-PERSON CREW / UNIT HR**Description**

Unit price of this item includes full compensation for all work performed by a 2-person 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 certified drawings that are outside the scope of work of an approved Task Order.

BID ITEM # 34 / FDOT PAY ITEM # NA/ 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.

BID ITEM # 35 / FDOT PAY ITEM # NA/ 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.

BID ITEM # 42 / FDOT PAY ITEM # NA / 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. 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).

4. PAVEMENT MARKINGS

BID ITEMS # 44 THROUGH #55 / 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.

5. DEMOLITION

BID ITEM # 57 / FDOT PAY ITEM # NA / 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.

BID ITEM # 60 / FDOT PAY ITEM # NA / 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.

BID ITEMS # 61 THROUGH #64 / 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.

6. ROADWAY PAVING, SIDEWALKS, MISC. CONCRETE AND CURBING**BID ITEM # 70 / LIMEROCK REMOVAL AND DISPOSAL UP TO A MAXIMUM DEPTH OF 8"/ UNIT SY****Description**

Unit price of these items include full compensation for all work described in the referenced FDOT pay items.

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.

BID ITEM # 74 / 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.

BID ITEM # 75 / FDOT PAY ITEM # NA / CONCRETE SIDEWALK, 8" THICK / UNIT SY**Description**

Unit price of the item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the sidewalk thickness, which must be 8" minimum. ADA ramps and detectable warning installation are not covered under this line item.

BID ITEM # 76 / FDOT PAY ITEM # NA / PERVIOUS CONCRETE SIDEWALK, 6" THICK / UNIT SY**Description**

Unit price of the item listed above includes full compensation for all work described in FDOT pay item 522-2; except for the concrete material, which must conform to ACI 522R-06.

In addition, the Contractor shall employ no less than three NRMCA certified Pervious Concrete Installers, who shall be on site working as members of each placement crew during all concrete placement, or the Contractor shall employ no less than five NRMCA certified Pervious Concrete Technicians, who shall be on site working as a members of each placement crew during all concrete placement unless otherwise specified. Alternative documentation of qualifications shall be permitted when approved by the City Project Manager.

BID ITEM # 80 / FDOT PAY ITEM # NA / 2 INCH PERVIOUS ASPHALT PAVEMENT / UNIT SY**Description**

Unit price of this item includes full compensation for all labor, equipment, incidentals, and material to construct 2-inch pervious asphalt pavement in conformance with Flexi-Pave specifications section (www.kbius.com), product HD200(2"-50MM) (or approved equal)

BID ITEM # 81 / FDOT PAY ITEM # NA / PERMEABLE ARTICULATED CONCRETE BLOCK MAT / UNIT SY**Description**

Unit price of this item includes full compensation for all labor, equipment, incidentals, and material to construct and install the permeable, articulated mat in accordance with Pave Drain specifications (www.pavedrain.com), or approved equal.

BID ITEM # 87 / FDOT PAY ITEM # NA / TYPE S ASPHALTIC CONCRETE / UNIT TN**Description**

Unit price of this item includes full compensation for all labor, equipment, incidentals, and material as described in Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

BID ITEM # 102 / 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.

BID ITEM # 103 / FDOT PAY ITEM # NA / ADA RAMP, SINGLE DIRECTION / UNIT EA**Description**

Unit price of the item listed above includes full compensation for:

- All work described in FDOT pay item # 522-2.
- 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)

BID ITEM # 104 / FDOT PAY ITEM # NA / ADA RAMP, TWO-DIRECTION / UNIT EA**Description**

Unit price of the item listed above includes full compensation for:

- All work described in FDOT pay item # 522-2.
- 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 200 SF. Any area beyond the 200 SF, will be invoiced per the 6" thick concrete sidewalk pay item (FDOT #522-2)

7. DRAINAGE STRUCTURES, PIPES AND MISC.**BID ITEMS # 105 THROUGH # 151 / 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.

BID ITEM # 156 / MODIFY EXISTING STRUCTURE / 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.

BID ITEMS # 160 THROUGH # 177 /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/or dewatering pumps during the installation.

Sodding, landscaping and pavement restoration will be paid under separate items.

BID ITEMS # 187 /FRENCH DRAIN LESS THAN 12"/ 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). The perforated pipe diameter to be used in the French drain system can be less than 12".

BID ITEMS # 188 /FRENCH DRAIN 12" to 18"/ 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). The perforated pipe diameter to be used in the French drain system can range from 12" to 18".

8. PIPE/STRUCTURE MAINTENANCE AND REHABILITATION, AND MISC. PAY ITEMS**BID ITEMS # 211 THROUGH # 215 / 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.

BID ITEMS # 216 THROUGH # 218 / 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.

The line item must cover different sized pit excavations as required to install the stormwater infrastructure.

BID ITEMS # 221 THROUGH # 223 / 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.

BID ITEMS # 224 THROUGH # 228 / 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.

BID ITEMS # 242 THROUGH # 253 AND #325 / 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.

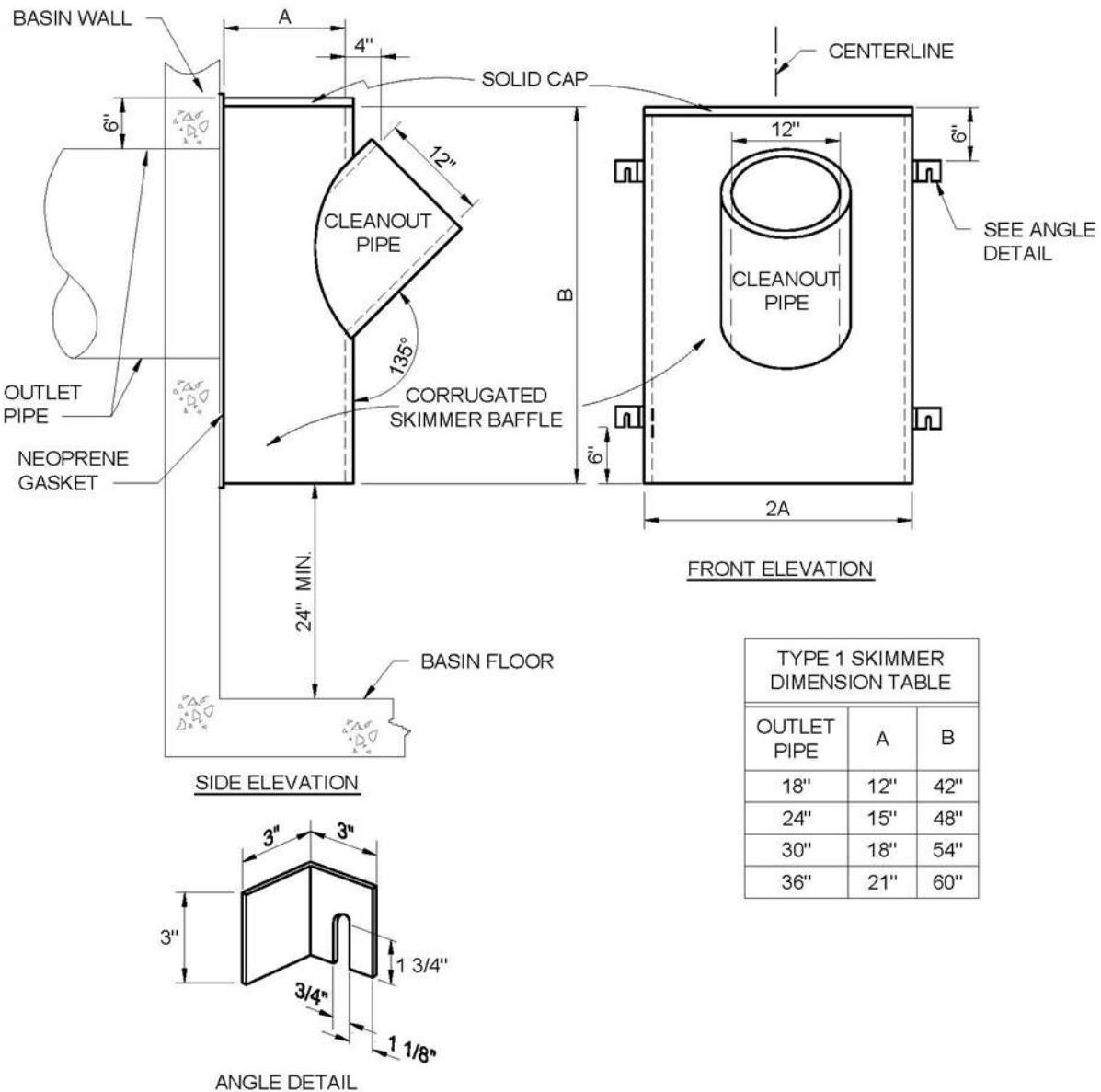
BID ITEMS # 261 THROUGH # 262 / ALUMINUM POLLUTION RETARDANT BAFFLE (PRB)/ UNIT EA**Description**

Unit price of the item listed above includes full compensation for all labor and material necessary to install a standard aluminum pollution retardant baffle (PRB).

BID ITEMS # 263 THROUGH # 264 / SKIMMER FOR EXFILTRATION TRENCH/ 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



TYPE 1 SKIMMER DIMENSION TABLE		
OUTLET PIPE	A	B
18"	12"	42"
24"	15"	48"
30"	18"	54"
36"	21"	60"

BID ITEMS # 265 THROUGH # 292 / CHECKMATE INLINE TIDEFLEX CHECK VALVE / UNIT EA**Description**

“Furnish” includes all fittings, accessories and appurtenances with delivery to the Project site. See www.tideflex.com for latest checkmate inline valve details and specifications.

“Install” includes labor, tools and equipment to install a checkmate inline tideflex 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.tideflex.com for latest checkmate inline valve details and specifications.

BID ITEMS # 293 THROUGH # 318 / WASTOP CHECK VALVE / UNIT EA**Description**

Contractors working on City projects will receive special pricing from the supplier of Wapro 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. See www.wapro.com for latest checkmate inline valve details and specifications.

“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.

BID ITEMS # 319 THROUGH # 323 / 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 City standard detail below.

BID ITEMS # 324 THROUGH # 329 / 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.

BID ITEMS # 330 THROUGH # 336 / 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.

BID ITEM # 344 / FDOT PAY ITEM NA / 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.

BID ITEM # 345 / FDOT PAY ITEM # NA / 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.

BID ITEM # 346 THROUGH # 351 / FDOT PAY ITEM NA / SPRINKLER HEADS POP-UP ROTATING AND PVC PIPE/ UNIT EA/LF**Description**

Unit price of this item includes full compensation for all work, labor, material, and equipment necessary for installation of sprinkler heads pop-up rotating.

This item can be used for replacing sprinkler installations that had to be temporarily removed to allow for the construction of stormwater infrastructure.

BID ITEMS # 354 THROUGH # 358 / 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.

BID ITEMS # 359 THROUGH # 362 / 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.

9. PASS-THRU ITEMS**BID ITEM # 374 / FDOT PAY ITEM # NA / 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.

BID ITEM # 375 / FDOT PAY ITEM # NA / 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. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

BID ITEM # 376 / FDOT PAY ITEM # NA / 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. Contractor shall provide the City's Project Manager with receipts for all materials purchased and used to complete this work.

BID ITEM # 377 / FDOT PAY ITEM # NA / 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.

BID ITEM # 378 / FDOT PAY ITEM # NA / 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

10. 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
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: 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 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent 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 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent 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, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.

1.12 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.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, 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 RFP 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS 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.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 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.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, 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 Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), 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.

**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

5
6

Number of Employees in your firm

--Percent (%) Women

--Percent (%) Minorities

--Job Classifications of Women and Minorities

5
6

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

5
6

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

5
6

How are subcontractors notified of available opportunities with your firm?

5
6

Anticipated amount to be subcontracted on this project.

5
6

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

5
6

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?

5
6

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 and telephone numbers):

5
6

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:

Contractor's License #(s)

(County/State)

Expiration Date:

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

Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

QUESTIONNAIRE SHEET

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

	5
	6

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?

	5
	6

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

	5
	6

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

	5
	6

TRENCH SAFETY

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

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

Total: \$ []

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

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

DATE: []

[]

(SIGNATURE)

STATE OF: [] COUNTY OF: []

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[]

(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.

CONTRACT PAYMENT METHOD BY P-CARD**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

- Master Card
- Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

CONSTRUCTION BID CERTIFICATION

Please Note: 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:

Does your firm qualify for MBE or WBE status: MBE 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.

Name <input type="text"/>	Title <input type="text"/>	Name <input type="text"/>	Title <input type="text"/>
Name <input type="text"/>	Title <input type="text"/>	Name <input type="text"/>	Name <input type="text"/>

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

| Addendum No. | Date Received |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <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. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

5
 6

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:

Date:

Question and Answers for Bid #473-11907 - Stormwater Construction Contract

Overall Bid Questions

Question 1

Is there an estimated budget available? (Submitted: Apr 5, 2017 9:14:24 AM EDT)

Answer

- There are estimated expenditures for several million however; each project will be funded separately.

(Answered: Apr 6, 2017 11:15:58 AM EDT)

Question 2

Do you have an estimate for the total amount for each task order in order to estimate the amount needed for each performance bond?.

In addition, How much would the required bid bond amount should be, for the amount of the whole project or for each individual estimated task order? (Submitted: Apr 6, 2017 5:03:33 PM EDT)

Answer

- We do not have estimates for the future task orders. Construction costs will vary depending on the engineering design, which has not been done for most of the projects. (Answered: Apr 7, 2017 2:35:24 PM EDT)

Question 3

Will the Performance Bond be issued per Task Order once Task Order is established? (Submitted: Apr 10, 2017 4:11:24 PM EDT)

Answer

- The City's goal is to have a performance bond for the contract award.

Clarification: The City will require the performance bond in accordance with the contract terms and conditions.

(Answered: Apr 11, 2017 10:58:13 AM EDT)

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

THIS AGREEMENT made and entered into this 20th day of June, 2017, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Southeastern Engineering Contractors, Inc., (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 473-11907, Project No., 12220, which was opened on April 20, 2017; 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 – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

1.7 Change Order - A change order is defined as a written order to a contractor approved by the city, authorizing a revision of an underlying agreement between the City and a 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. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, 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 as amended by the 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, change orders and 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. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the Work agreed upon within each executed Task Order will constitute nonperformance of the Contractor and would be grounds for termination of the contract per ARTICLE 17 of the Agreement.

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 and on which the Contract Time will end. 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.

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 shall 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 – The Contractor shall submit a written request to the City for an inspection to determine if the Work is substantially complete. If, at the time of inspection, it is determined the project is substantially complete, 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:

STORMWATER CONSTRUCTION CONTRACT
ITB 473-11907 PROJECT 12220

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

PROJECT DESCRIPTION

The work includes construction of various stormwater projects based on 100% design plans provided to the contractor by City Staff on a per project basis.

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 any subcontractors that will be utilized by the Contractor. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with current and on-going operations.

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the City as Rares Petrica, Senior Project Manager, whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [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 1, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No., 473-11907, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 473-11907, dated April 17, 2017.
- 4.13 Schedule of Completion and Schedule of Values.
- 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. 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.

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

- a. Specific written direction from the City Manager (or designee)

- 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 20, 2017, and any attachments.
- g. Invitation to Bid No., 473-11907, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., 473-11907, dated April 17, 2017.
- 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 ninety (90) 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, in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.6 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card Program using the VISA network. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement this ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system. All costs associated with the implementation of this purchasing program shall be borne by the Contractor.

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, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in each Task Order. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

8.3 The Contractor has satisfied itself as to the nature and location of the Work under 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 carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and will determine 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 he 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 Contract in accordance with Article 17.

8.8.4 A certified "competent person" shall be 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 Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work 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 7 a.m. and 6:00 p.m., Monday through Friday.

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

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby

expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.12 **Permits:** The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 **Law and Regulations:** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 **Taxes:** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 **Contractor Use of Premises:** The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City 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 vegetation 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 No Damages for Delay: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

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

8.25 **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 contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY'S RESPONSIBILITIES

9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.

9.3 **Technical Clarifications and Interpretations:**

9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

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

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), 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: 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.

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 (2014), 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.

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

10.3 Insurance

10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 per claim for any Architectural and or Engineering requirements associated with the fulfillment of any Task Order if required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall, as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

10.3.3 Commercial General Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors
Owners and Contractors Protective Liability
Contractor's Pollution Liability

10.3.4 Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
All Autos used in completing the contract	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required:

Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

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

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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

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

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

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

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

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

11.2 **Tests and Inspections:** 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 Engineer 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 Section 11.2 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager

may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim 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, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

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

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

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

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

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, from time to time order additions, deletions or revisions in the Work through the issuance 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.
- 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.
- 14.2 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.

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 **Three Hundred Dollars (\$300.00)** 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 15 days' notice upon the occurrence of any one or more of the following events:
 - 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.4 If 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.
 - 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.

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

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

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

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

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

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

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

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

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

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

17.6 Where the Contractor's service has so been 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, Consultant, 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

with copies to:

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

To the Contractor:

Southeastern Engineering Contractors, Inc.
12054 NW 98th Avenue
Hialeah Gardens, FL 33018

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, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

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 of 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 contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed 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 Scrutinized Companies: 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, 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, 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 CONSULTANT 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 that ordinarily and necessarily would be 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 (2016), 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.

Southeastern Engineering Contractors, Inc

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

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

Item #	Line Item	Notes	Unit Price	Qty/Unit	Atch. Docs
473-11907-01-01	Base Bid: Supplier FDOT PAY Product ITEM # Code: 101-1		First Offer - \$2,880.00	5 / each	\$14,400.00 Y
473-11907-01-02	Base Bid: Supplier FDOT PAY Product ITEM # Code: 101-1		First Offer - \$2,880.00	5 / each	\$14,400.00 Y
473-11907-01-03	Base Bid: Supplier FDOT PAY Product ITEM # Code: 101-1		First Offer - \$2,880.00	5 / each	\$14,400.00 Y
473-11907-01-04	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-14		First Offer - \$62.50	40 / hourly rate	\$2,500.00 Y
473-11907-01-05	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-60		First Offer - \$1.90	500 / day	\$950.00 Y
473-11907-01-06	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-11		First Offer - \$31.30	200 / linear foot	\$6,260.00 Y
473-11907-01-07	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-12		First Offer - \$12.50	500 / linear foot	\$6,250.00 Y
473-11907-01-08	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-21		First Offer - \$12.50	200 / linear foot	\$2,500.00 Y
473-11907-01-09	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-71-22		First Offer - \$7.50	500 / linear foot	\$3,750.00 Y
473-11907-01-10	Base Bid: Supplier FDOT PAY Product ITEM # Code: 102-74-1		First Offer - \$1.90	1500 / day	\$2,850.00 Y

473-11907-01-11	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-74-2	First Offer - \$2.50 500 / day	\$1,250.00	Y
473-11907-01-12	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-74-6	First Offer - \$1.90 100 / day	\$190.00	Y
473-11907-01-13	Base Bid: FDOT PAY ITEM #	Supplier Product Code: E102-74-9	First Offer - \$1.30 500 / day	\$650.00	Y
473-11907-01-14	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18.80 100 / day	\$1,880.00	Y
473-11907-01-15	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-76	First Offer - \$31.30 50 / day	\$1,565.00	Y
473-11907-01-16	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-77	First Offer - \$1.90 500 / day	\$950.00	Y
473-11907-01-17	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-78	First Offer - \$6.30 50 / each	\$315.00	Y
473-11907-01-18	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-79	First Offer - \$1.30 50 / day	\$65.00	Y
473-11907-01-19	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-99	First Offer - \$81.30 50 / day	\$4,065.00	Y
473-11907-01-20	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 102-150-1	First Offer - \$62.50 25 / day	\$1,562.50	Y
473-11907-01-21	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$312.50 20 / day	\$6,250.00	Y
473-11907-01-22	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$22.50 200 / hourly rate	\$4,500.00	Y
473-11907-01-23	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$6.30 50 / linear foot	\$315.00	Y

473-11907-01-24	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$112.50 30 / each	\$3,375.00	Y
473-11907-01-25	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$187.50 30 / each	\$5,625.00	Y
473-11907-01-26	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-10-3	First Offer - \$2.50 500 / linear foot	\$1,250.00	Y
473-11907-01-27	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-11	First Offer - \$10.00 500 / linear foot	\$5,000.00	Y
473-11907-01-28	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-15	First Offer - \$2,500.00 5 / each	\$12,500.00	Y
473-11907-01-29	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 104-18	First Offer - \$87.50 200 / each	\$17,500.00	Y
473-11907-01-30	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$3,125.00 2 / each	\$6,250.00	Y
473-11907-01-31	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$62.50 100 / hourly rate	\$6,250.00	Y
473-11907-01-32	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$162.50 100 / hourly rate	\$16,250.00	Y
473-11907-01-33	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$125.00 100 / hourly rate	\$12,500.00	Y
473-11907-01-34	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$812.50 30 / each	\$24,375.00	Y
473-11907-01-35	Base Bid: FDOT PAY Supplier Product ITEM # NA Code:	First Offer - \$1,188.00 30 / each	\$35,640.00	Y
473-11907-01-36	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 120-1	First Offer - \$12.50 1700 / cubic yard	\$21,250.00	Y
473-11907-01-37	Base Bid: FDOT PAY Supplier Product ITEM # NA Code: 120-6	First Offer - \$12.50 750 / cubic yard	\$9,375.00	Y

473-11907-01-38	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$112.50	10 / cubic yard	\$1,125.00	Y
473-11907-01-39	Base Bid: FDOT PAY ITEM # 121-70	Supplier Product Code:	First Offer - \$200.00	50 / cubic yard	\$10,000.00	Y
473-11907-01-40	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$137.50	10 / cubic yard	\$1,375.00	Y
473-11907-01-41	Base Bid: FDOT PAY ITEM # 145-1	Supplier Product Code:	First Offer - \$5.00	100 / square foot	\$500.00	Y
473-11907-01-42	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18.80	7000 / square yard	\$131,600.00	Y
473-11907-01-43	Base Bid: FDOT PAY ITEM # 706-3	Supplier Product Code:	First Offer - \$6.30	50 / each	\$315.00	Y
473-11907-01-44	Base Bid: FDOT PAY ITEM # 710-11- 101, 710- 11-201, OR 710-11- 421	Supplier Product Code:	First Offer - \$2.50	100 / linear foot	\$250.00	Y
473-11907-01-45	Base Bid: FDOT PAY ITEM # 710-11-102 OR 710-11- 202	Supplier Product Code:	First Offer - \$3.80	50 / linear foot	\$190.00	Y
473-11907-01-46	Base Bid: FDOT PAY ITEM # 710-11-123 OR 710-11- 223	Supplier Product Code:	First Offer - \$6.30	50 / linear foot	\$315.00	Y
473-11907-01-47	Base Bid: FDOT PAY ITEM # 710-11-124 OR 710-11- 224	Supplier Product Code:	First Offer - \$10.00	25 / linear foot	\$250.00	Y
473-11907-01-48	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11.30	100 / linear foot	\$1,130.00	Y

ITEM # Code:

710-11-125
OR 710-11-
225

473-11907-01-49	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2.50	100 / linear foot	\$250.00	Y
	ITEM #	Code:				
	710-11-131					
	OR 710-11- 231					
473-11907-01-50	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5.00	100 / square foot	\$500.00	Y
	ITEM #	Code:				
	710-11-190					
	OR 710-11- 290					
473-11907-01-51	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6.30	1000 / linear foot	\$6,300.00	Y
	ITEM #	Code:				
	711-1A- BCD					
473-11907-01-52	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7.50	200 / linear foot	\$1,500.00	Y
	ITEM #	Code:				
	711-11- 102					
473-11907-01-53	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10.00	100 / linear foot	\$1,000.00	Y
	ITEM #	Code:				
	711-11- 123					
473-11907-01-54	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	50 / linear foot	\$625.00	Y
	ITEM #	Code:				
	711-11- 124					
473-11907-01-55	Base Bid: FDOT PAY	Supplier Product	First Offer - \$15.00	300 / linear foot	\$4,500.00	Y
	ITEM #	Code:				
	711-11- 125					
473-11907-01-56	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	500 / square foot	\$6,250.00	Y
	ITEM #	Code:				
	711-17					
473-11907-01-57	Base Bid: FDOT PAY	Supplier Product	First Offer - \$8.80	500 / linear foot	\$4,400.00	Y
	ITEM # NA	Code:				
473-11907-01-58	Base Bid: FDOT PAY	Supplier Product	First Offer - \$21.30	2000 / square yard	\$42,600.00	Y

	ITEM #	Code:				
	110-4					
473-11907-01-59	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18.80	500 / square yard	\$9,400.00	Y
473-11907-01-60	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$56.30	50 / cubic yard	\$2,815.00	Y
473-11907-01-61	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$11.30	1000 / linear foot	\$11,300.00	Y
	1050-16-					
	003					
473-11907-01-62	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$15.00	3000 / linear foot	\$45,000.00	Y
	1050-16-					
	004					
473-11907-01-63	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$43.80	200 / linear foot	\$8,760.00	Y
	1050-16-					
	005					
473-11907-01-64	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$68.80	50 / linear foot	\$3,440.00	Y
	1050-16-					
	006					
473-11907-01-65	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$25.00	10 / linear foot	\$250.00	Y
	1050-18-					
	002					
473-11907-01-66	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$25.00	200 / linear foot	\$5,000.00	Y
	1050-18-					
	002					
473-11907-01-67	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$56.30	100 / linear foot	\$5,630.00	Y
	1050-18-					
	002					
473-11907-01-68	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$56.30	50 / linear foot	\$2,815.00	Y
	1050-18-					
	002					
473-11907-01-69	Base Bid:	Supplier	First Offer - \$625.00	60 / each	\$37,500.00	Y

FDOT PAY Product ITEM # NA Code:						
473-11907-01-70	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$15.00	100 / square yard	\$1,500.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-71	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 700-1-60	First Offer - \$100.00	10 / each	\$1,000.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-72	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 327-70-19	First Offer - \$4.40	10000 / square yard	\$44,000.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-73	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 327-70-1	First Offer - \$8.80	500 / square yard	\$4,400.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-74	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 522-2	First Offer - \$57.50	1000 / square yard	\$57,500.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-75	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$76.30	150 / square yard	\$11,445.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-76	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$72.50	100 / square yard	\$7,250.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-77	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$96.30	10 / square yard	\$963.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-78	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 526-1-1	First Offer - \$113.00	750 / square yard	\$84,750.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-79	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 526-1-2	First Offer - \$79.00	250 / square yard	\$19,750.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-80	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$200.00	100 / square yard	\$20,000.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-81	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$200.00	200 / square yard	\$40,000.00	Y
FDOT PAY Product ITEM # NA Code:						
473-11907-01-82	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 210-1-9	First Offer - \$15.00	1000 / square yard	\$15,000.00	Y

473-11907-01-83	Base Bid: FDOT PAY	Supplier Product	First Offer - \$16.30	1000 / square yard	\$16,300.00	Y
	ITEM #	Code: 210-1-8				
473-11907-01-84	Base Bid: FDOT PAY	Supplier Product	First Offer - \$16.90	3000 / square yard	\$50,700.00	Y
	ITEM #	Code: 210-1-1				
473-11907-01-85	Base Bid: FDOT PAY	Supplier Product	First Offer - \$20.00	500 / square yard	\$10,000.00	Y
	ITEM #	Code: 285-704				
473-11907-01-86	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5.00	500 / square yard	\$2,500.00	Y
	ITEM # NA	Code:				
473-11907-01-87	Base Bid: FDOT PAY	Supplier Product	First Offer - \$200.00	10 / ton	\$2,000.00	Y
	ITEM # NA	Code:				
473-11907-01-88	Base Bid: FDOT PAY	Supplier Product	First Offer - \$225.00	10 / cubic foot	\$2,250.00	Y
	ITEM # NA	Code:				
473-11907-01-89	Base Bid: FDOT PAY	Supplier Product	First Offer - \$225.00	200 / ton	\$45,000.00	Y
	ITEM #	Code: 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1- 15				
473-11907-01-90	Base Bid: FDOT PAY	Supplier Product	First Offer - \$313.00	10 / ton	\$3,130.00	Y
	ITEM #	Code: 334-1-11, 334-1-12, 334-1-13, 334-1-14, OR 334-1- 15				
473-11907-01-91	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13.00	100 / linear foot	\$1,300.00	Y
	ITEM #	Code: 350-5				
473-11907-01-92	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13.00	100 / linear foot	\$1,300.00	Y
	ITEM #	Code: 350-6				
473-11907-01-93	Base Bid: FDOT PAY	Supplier Product	First Offer - \$75.00	10 / square yard	\$750.00	Y

ITEM #		Code:			
352-70					
473-11907-01-94	Base Bid: FDOT PAY	Supplier Product	First Offer - \$200.00	10 / gallon	\$2,000.00
	ITEM #	Code:			Y
	411-1				
473-11907-01-95	Base Bid: FDOT PAY	Supplier Product	First Offer - \$625.00	20 / hourly rate	\$12,500.00
	ITEM # NA	Code:			Y
473-11907-01-96	Base Bid: FDOT PAY	Supplier Product	First Offer - \$25.00	10 / square yard	\$250.00
	ITEM # NA	Code:			Y
473-11907-01-97	Base Bid: FDOT PAY	Supplier Product	First Offer - \$20.00	50 / linear foot	\$1,000.00
	ITEM #	Code:			Y
	520-1-7				
473-11907-01-98	Base Bid: FDOT PAY	Supplier Product	First Offer - \$24.00	1000 / linear foot	\$24,000.00
	ITEM #	Code:			Y
	520-1-10				
473-11907-01-99	Base Bid: FDOT PAY	Supplier Product	First Offer - \$18.00	1000 / linear foot	\$18,000.00
	ITEM #	Code:			Y
	520-2-4				
473-11907-01-100	Base Bid: FDOT PAY	Supplier Product	First Offer - \$24.00	50 / linear foot	\$1,200.00
	ITEM #	Code:			Y
	520-2-8				
473-11907-01-101	Base Bid: FDOT PAY	Supplier Product	First Offer - \$24.00	100 / linear foot	\$2,400.00
	ITEM #	Code:			Y
	520-3:				
473-11907-01-102	Base Bid: FDOT PAY	Supplier Product	First Offer - \$50.00	200 / square foot	\$10,000.00
	ITEM #	Code:			Y
	527-2				
473-11907-01-103	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,000.00	20 / each	\$20,000.00
	ITEM # NA	Code:			Y
473-11907-01-104	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,000.00	5 / each	\$10,000.00
	ITEM # NA	Code:			Y
473-11907-01-105	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,214.00	20 / each	\$84,280.00
	ITEM #425- Code:				Y
	1-52				
473-11907-01-106	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,120.00	1 / each	\$5,120.00
					Y

ITEM #425- Code:

1-52

473-11907-01-107	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,695.00	20 / each	\$93,900.00	Y
	ITEM #425- Code:					
	1-54					
473-11907-01-108	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,563.00	1 / each	\$5,563.00	Y
	ITEM #425- Code:					
	1-54					
473-11907-01-109	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,758.00	20 / each	\$95,160.00	Y
	ITEM #425- Code:					
	1-55					
473-11907-01-110	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,620.00	1 / each	\$5,620.00	Y
	ITEM #425- Code:					
	1-55					
473-11907-01-111	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,780.00	10 / each	\$47,800.00	Y
	ITEM #425- Code:					
	1-56					
473-11907-01-112	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,590.00	1 / each	\$5,590.00	Y
	ITEM #425- Code:					
	1-56					
473-11907-01-113	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,950.00	10 / each	\$119,500.00	Y
	ITEM #425- Code:					
	1-57					
473-11907-01-114	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,180.00	1 / each	\$13,180.00	Y
	ITEM #425- Code:					
	1-57					
473-11907-01-115	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,100.00	30 / each	\$123,000.00	Y
	ITEM # NA	Code:				
473-11907-01-116	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,807.00	1 / each	\$4,807.00	Y
	ITEM # NA	Code:				
473-11907-01-117	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,990.00	15 / each	\$74,850.00	Y
	ITEM # NA	Code:				
473-11907-01-118	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,900.00	1 / each	\$5,900.00	Y
	ITEM # NA	Code:				
473-11907-01-119	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,580.00	10 / each	\$55,800.00	Y

ITEM # NA Code:						
473-11907-01-120	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,658.00	1 / each	\$6,658.00	Y
	ITEM # NA	Code:				
473-11907-01-121	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,692.00	5 / each	\$38,460.00	Y
	ITEM # NA	Code:				
473-11907-01-122	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,790.00	1 / each	\$11,790.00	Y
	ITEM # NA	Code:				
473-11907-01-123	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,350.00	5 / each	\$66,750.00	Y
	ITEM # NA	Code:				
473-11907-01-124	Base Bid: FDOT PAY	Supplier Product	First Offer - \$15,630.00	1 / each	\$15,630.00	Y
	ITEM # NA	Code:				
473-11907-01-125	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,452.00	5 / each	\$32,260.00	Y
	ITEM # NA	Code:				
473-11907-01-126	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10,250.00	1 / each	\$10,250.00	Y
	ITEM # NA	Code:				
473-11907-01-127	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10,640.00	5 / each	\$53,200.00	Y
	ITEM # NA	Code:				
473-11907-01-128	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12,020.00	1 / each	\$12,020.00	Y
	ITEM # NA	Code:				
473-11907-01-129	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,110.00	20 / each	\$102,200.00	Y
	ITEM # NA	Code:				
473-11907-01-130	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,083.00	1 / each	\$6,083.00	Y
	ITEM # NA	Code:				
473-11907-01-131	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,610.00	20 / each	\$112,200.00	Y
	ITEM # NA	Code:				
473-11907-01-132	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,702.00	2 / each	\$13,404.00	Y
	ITEM # NA	Code:				
473-11907-01-133	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,693.00	5 / each	\$38,465.00	Y
	ITEM # NA	Code:				
473-11907-01-134	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,772.00	1 / each	\$11,772.00	Y
	ITEM # NA	Code:				

473-11907-01-135	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5,060.00	5 / each	\$25,300.00	Y
473-11907-01-136	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$6,030.00	1 / each	\$6,030.00	Y
473-11907-01-137	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5,560.00	5 / each	\$27,800.00	Y
473-11907-01-138	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$6,653.00	1 / each	\$6,653.00	Y
473-11907-01-139	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$7,610.00	5 / each	\$38,050.00	Y
473-11907-01-140	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$11,690.00	1 / each	\$11,690.00	Y
473-11907-01-141	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$11,600.00	3 / each	\$34,800.00	Y
473-11907-01-142	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$13,820.00	1 / each	\$13,820.00	Y
473-11907-01-143	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,125.00	5 / each	\$15,625.00	Y
473-11907-01-144	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,250.00	15 / each	\$48,750.00	Y
473-11907-01-145	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,500.00	10 / each	\$35,000.00	Y
473-11907-01-146	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,750.00	5 / each	\$18,750.00	Y
473-11907-01-147	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$440.00	10 / linear foot	\$4,400.00	Y
473-11907-01-148	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$475.00	50 / linear foot	\$23,750.00	Y
473-11907-01-149	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$500.00	125 / linear foot	\$62,500.00	Y
473-11907-01-150	Base Bid: Supplier		First Offer - \$625.00	100 / linear foot	\$62,500.00	Y

			FDOT PAY Product			
			ITEM # NA Code:			
473-11907-01-151	Base Bid:	Supplier	First Offer - \$688.00	100 / linear foot	\$68,800.00	Y
	FDOT PAY Product					
	ITEM # NA Code:					
473-11907-01-152	Base Bid:	Supplier	First Offer - \$875.00	5 / each	\$4,375.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-4					
473-11907-01-153	Base Bid:	Supplier	First Offer - \$500.00	5 / each	\$2,500.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-5					
473-11907-01-154	Base Bid:	Supplier	First Offer - \$250.00	5 / each	\$1,250.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-6					
473-11907-01-155	Base Bid:	Supplier	First Offer - \$1,000.00	3 / each	\$3,000.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-8					
473-11907-01-156	Base Bid:	Supplier	First Offer - \$1,750.00	3 / each	\$5,250.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-11					
473-11907-01-157	Base Bid:	Supplier	First Offer - \$2,520.00	3 / each	\$7,560.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-71					
473-11907-01-158	Base Bid:	Supplier	First Offer - \$1,250.00	3 / each	\$3,750.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-74-1					
473-11907-01-159	Base Bid:	Supplier	First Offer - \$1,500.00	3 / each	\$4,500.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	425-74-2					
473-11907-01-160	Base Bid:	Supplier	First Offer - \$65.00	100 / linear foot	\$6,500.00	Y
	FDOT PAY Product					
	ITEM # NA Code:					
473-11907-01-161	Base Bid:	Supplier	First Offer - \$54.00	500 / linear foot	\$27,000.00	Y
	FDOT PAY Product					
	ITEM # NA Code:					
473-11907-01-162	Base Bid:	Supplier	First Offer - \$69.00	500 / linear foot	\$34,500.00	Y
	FDOT PAY Product					
	ITEM # Code:					
	430-174-					
	112, 430-					

174-115

473-11907-01-163	Base Bid: FDOT PAY	Supplier Product	First Offer - \$62.00	1500 / linear foot	\$93,000.00	Y
	ITEM #	Code:				
	430-174-					
	112, 430-					
	174-115					
473-11907-01-164	Base Bid: FDOT PAY	Supplier Product	First Offer - \$82.00	250 / linear foot	\$20,500.00	Y
	ITEM #	Code:				
	430-174-					
	118, 430-					
	174-124					
473-11907-01-165	Base Bid: FDOT PAY	Supplier Product	First Offer - \$76.00	1000 / linear foot	\$76,000.00	Y
	ITEM #	Code:				
	430-174-					
	118, 430-					
	174-124					
473-11907-01-166	Base Bid: FDOT PAY	Supplier Product	First Offer - \$166.00	100 / linear foot	\$16,600.00	Y
	ITEM #	Code:				
	430-174-					
	130, 430-					
	174-136					
473-11907-01-167	Base Bid: FDOT PAY	Supplier Product	First Offer - \$151.00	500 / linear foot	\$75,500.00	Y
	ITEM #	Code:				
	430-174-					
	130, 430-					
	174-136					
473-11907-01-168	Base Bid: FDOT PAY	Supplier Product	First Offer - \$247.00	100 / linear foot	\$24,700.00	Y
	ITEM #	Code:				
	430-174-					
	142, 430-					
	174-148					
473-11907-01-169	Base Bid: FDOT PAY	Supplier Product	First Offer - \$201.00	200 / linear foot	\$40,200.00	Y
	ITEM #	Code:				
	430-174-					
	142, 430-					
	174-148					
473-11907-01-170	Base Bid: FDOT PAY	Supplier Product	First Offer - \$310.00	100 / linear foot	\$31,000.00	Y
	ITEM #	Code:				
	430-174-					
	154, 430-					
	174-160					
473-11907-01-171	Base Bid: Supplier		First Offer - \$267.00	100 / linear foot	\$26,700.00	Y

		FDOT PAY	Product			
		ITEM #	Code:			
		430-174-				
		154, 430-				
		174-160				
473-11907-01-172	Base Bid:	Supplier	First Offer - \$108.00	150 / linear foot	\$16,200.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-174-					
	215 OR					
	430-174-					
	218					
473-11907-01-173	Base Bid:	Supplier	First Offer - \$114.00	50 / linear foot	\$5,700.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-174-					
	215 OR					
	430-174-					
	218					
473-11907-01-174	Base Bid:	Supplier	First Offer - \$120.00	150 / linear foot	\$18,000.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-174-					
	224					
473-11907-01-175	Base Bid:	Supplier	First Offer - \$129.00	50 / linear foot	\$6,450.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-174-					
	224					
473-11907-01-176	Base Bid:	Supplier	First Offer - \$145.00	150 / linear foot	\$21,750.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-174-					
	230 OR					
	430-174-					
	236					
473-11907-01-177	Base Bid:	Supplier	First Offer - \$158.00	50 / linear foot	\$7,900.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-174-					
	230 OR					
	430-174-					
	236					
473-11907-01-178	Base Bid:	Supplier	First Offer - \$750.00	50 / each	\$37,500.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-821-					
	23, 430-					
	821-25, OR					
	430-821-					
	29					

473-11907-01-179	Base Bid: FDOT PAY	Supplier Product	First Offer - \$938.00	10 / each	\$9,380.00	Y
	ITEM #	Code:				
	430-821-33					
	OR 430-					
	821-38					
473-11907-01-180	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,063.00	5 / each	\$5,315.00	Y
	ITEM #	Code:				
	430-821-40					
	OR 430-					
	821-41					
473-11907-01-181	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,188.00	5 / each	\$5,940.00	Y
	ITEM #	Code:				
	430-821-42					
	OR 430-					
	821-43					
473-11907-01-182	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,250.00	3 / each	\$3,750.00	Y
	ITEM #	Code:				
	430-821-					
	61					
473-11907-01-183	Base Bid: FDOT PAY	Supplier Product	First Offer - \$313.00	20 / cubic yard	\$6,260.00	Y
	ITEM #	Code:				
	430-830					
473-11907-01-184	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,250.00	10 / each	\$12,500.00	Y
	ITEM #	Code:				
	430-982-					
	121, 430-					
	982-123,					
	OR 430-					
	982-125					
473-11907-01-185	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,310.00	4 / each	\$5,240.00	Y
	ITEM #	Code:				
	430-982-					
	129					
473-11907-01-186	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,520.00	2 / each	\$5,040.00	Y
	ITEM #	Code:				
	430-982-					
	133 OR					
	430-982-					
	138					
473-11907-01-187	Base Bid: FDOT PAY	Supplier Product	First Offer - \$110.00	100 / linear foot	\$11,000.00	Y
	ITEM # NA	Code:				

473-11907-01-188	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 443-70-3	First Offer - \$121.00	1000 / linear foot	\$121,000.00	Y
473-11907-01-189	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 443-70-4	First Offer - \$133.00	250 / linear foot	\$33,250.00	Y
473-11907-01-190	Base Bid: FDOT PAY ITEM #	Supplier Product Code: E432-4	First Offer - \$6.30	1000 / linear foot	\$6,300.00	Y
473-11907-01-191	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 430-95-1	First Offer - \$50.00	200 / linear foot	\$10,000.00	Y
473-11907-01-192	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 430-95-2	First Offer - \$69.00	50 / linear foot	\$3,450.00	Y
473-11907-01-193	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 430-95-3	First Offer - \$75.00	50 / linear foot	\$3,750.00	Y
473-11907-01-194	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 430-95-4	First Offer - \$113.00	25 / linear foot	\$2,825.00	Y
473-11907-01-195	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 430-95-5	First Offer - \$125.00	25 / linear foot	\$3,125.00	Y
473-11907-01-196	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 430-96	First Offer - \$2,500.00	25 / each	\$62,500.00	Y
473-11907-01-197	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 431-1-1	First Offer - \$200.00	1000 / linear foot	\$200,000.00	Y
473-11907-01-198	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 431-1-2	First Offer - \$350.00	250 / linear foot	\$87,500.00	Y
473-11907-01-199	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 431-1-3	First Offer - \$530.00	250 / linear foot	\$132,500.00	Y

473-11907-01-200	Base Bid:	Supplier	First Offer - \$ 750.00	250 / linear foot	\$187,500.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	431-1-4					
473-11907-01-201	Base Bid:	Supplier	First Offer - \$ 1,650.00	250 / linear foot	\$412,500.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-202	Base Bid:	Supplier	First Offer - \$ 99.00	10 / cubic yard	\$990.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-203	Base Bid:	Supplier	First Offer - \$ 14,375.00	10 / each	\$143,750.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	444-74-1					
473-11907-01-204	Base Bid:	Supplier	First Offer - \$ 15,000.00	5 / each	\$75,000.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	444-74-1					
473-11907-01-205	Base Bid:	Supplier	First Offer - \$ 542.00	15 / linear foot	\$8,130.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	444-70-11					
473-11907-01-206	Base Bid:	Supplier	First Offer - \$ 563.00	15 / linear foot	\$8,445.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	444-71-11					
473-11907-01-207	Base Bid:	Supplier	First Offer - \$ 375.00	1 / linear foot	\$375.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	444-71-10					
473-11907-01-208	Base Bid:	Supplier	First Offer - \$ 375.00	5 / linear foot	\$1,875.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	444-71-11					
473-11907-01-209	Base Bid:	Supplier	First Offer - \$ 375.00	1 / linear foot	\$375.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	444-71-12					
473-11907-01-210	Base Bid:	Supplier	First Offer - \$ 63.00	200 / square foot	\$12,600.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	455-133-2					
473-11907-01-211	Base Bid:	Supplier	First Offer - \$ 8.00	1000 / linear foot	\$8,000.00	Y
	FDOT PAY	Product				
	ITEM #	Code:				
	430-94-1					
473-11907-01-212	Base Bid:	Supplier	First Offer - \$ 10.00	250 / linear foot	\$2,500.00	Y
	FDOT PAY	Product				

ITEM # **Code:**
430-94-2

473-11907-01-213	Base Bid: FDOT PAY	Supplier Product	First Offer - \$18.00	100 / linear foot	\$1,800.00	Y
	ITEM #	Code:				
	430-94-3					
473-11907-01-214	Base Bid: FDOT PAY	Supplier Product	First Offer - \$22.00	100 / linear foot	\$2,200.00	Y
	ITEM #	Code:				
	430-94-4					
473-11907-01-215	Base Bid: FDOT PAY	Supplier Product	First Offer - \$29.00	50 / linear foot	\$1,450.00	Y
	ITEM #	Code:				
	430-94-5					
473-11907-01-216	Base Bid: FDOT PAY	Supplier Product	First Offer - \$910.00	15 / day	\$13,650.00	Y
	ITEM # NA	Code:				
473-11907-01-217	Base Bid: FDOT PAY	Supplier Product	First Offer - \$940.00	5 / day	\$4,700.00	Y
	ITEM # NA	Code:				
473-11907-01-218	Base Bid: FDOT PAY	Supplier Product	First Offer - \$980.00	3 / day	\$2,940.00	Y
	ITEM # NA	Code:				
473-11907-01-219	Base Bid: FDOT PAY	Supplier Product	First Offer - \$25.00	100 / linear foot	\$2,500.00	Y
	ITEM # NA	Code:				
473-11907-01-220	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,125.00	12 / hourly rate	\$13,500.00	Y
	ITEM # NA	Code:				
473-11907-01-221	Base Bid: FDOT PAY	Supplier Product	First Offer - \$175.00	25 / day	\$4,375.00	Y
	ITEM # NA	Code:				
473-11907-01-222	Base Bid: FDOT PAY	Supplier Product	First Offer - \$188.00	5 / day	\$940.00	Y
	ITEM # NA	Code:				
473-11907-01-223	Base Bid: FDOT PAY	Supplier Product	First Offer - \$225.00	5 / day	\$1,125.00	Y
	ITEM # NA	Code:				
473-11907-01-224	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,100.00	50 / each	\$55,000.00	Y
	ITEM # NA	Code:				
473-11907-01-225	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,213.00	50 / each	\$60,650.00	Y
	ITEM # NA	Code:				
473-11907-01-226	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,120.00	10 / each	\$21,200.00	Y
	ITEM # NA	Code:				

473-11907-01-227	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$3,400.00	10 / each	\$34,000.00	Y
473-11907-01-228	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$5,750.00	5 / each	\$28,750.00	Y
473-11907-01-229	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$563.00	10 / cubic yard	\$5,630.00	Y
530-1						
473-11907-01-230	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$500.00	2 / ton	\$1,000.00	Y
530-3-3						
473-11907-01-231	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$563.00	2 / ton	\$1,126.00	Y
530-3-4						
473-11907-01-232	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$63.00	5 / ton	\$315.00	Y
530-74						
473-11907-01-233	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$13.80	200 / linear foot	\$2,760.00	Y
473-11907-01-234	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18.80	500 / linear foot	\$9,400.00	Y
473-11907-01-235	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,375.00	10 / each	\$13,750.00	Y
473-11907-01-236	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$100.00	300 / linear foot	\$30,000.00	Y
473-11907-01-237	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,250.00	5 / each	\$6,250.00	Y
473-11907-01-238	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$21.30	500 / linear foot	\$10,650.00	Y
473-11907-01-239	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$1,875.00	5 / each	\$9,375.00	Y
473-11907-01-240	Base Bid: FDOT PAY ITEM #	Supplier Product Code:	First Offer - \$1,375.00	5 / each	\$6,875.00	Y
550-60-						

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473-11907-01-241	Base Bid: FDOT PAY ITEM #	Supplier Product Code: 550-60- 212, 550- 60-213, OR 550-60- 214	First Offer - \$2,125.00 2 / each	\$4,250.00	Y
473-11907-01-242	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$23.80 100 / hourly rate	\$2,380.00	Y
473-11907-01-243	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$150.00 10 / hourly rate	\$1,500.00	Y
473-11907-01-244	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$500.00 10 / hourly rate	\$5,000.00	Y
473-11907-01-245	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$93.80 10 / hourly rate	\$938.00	Y
473-11907-01-246	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$125.00 10 / hourly rate	\$1,250.00	Y
473-11907-01-247	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$150.00 10 / hourly rate	\$1,500.00	Y
473-11907-01-248	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$125.00 10 / hourly rate	\$1,250.00	Y
473-11907-01-249	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$375.00 10 / hourly rate	\$3,750.00	Y
473-11907-01-250	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$375.00 20 / hourly rate	\$7,500.00	Y
473-11907-01-251	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$93.80 20 / hourly rate	\$1,876.00	Y
473-11907-01-252	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$187.50 10 / hourly rate	\$1,875.00	Y
473-11907-01-253	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$75.00 10 / hourly rate	\$750.00	Y
473-11907-01-254	Base Bid: FDOT PAY	Supplier Product	First Offer - \$563.00 5 / each	\$2,815.00	Y

ITEM #	Code:					
700-1-40						
473-11907-01-255	Base Bid: FDOT PAY	Supplier Product	First Offer - \$188.00	5 / each	\$940.00	Y
	ITEM #	Code:				
	700-1-50					
473-11907-01-256	Base Bid: FDOT PAY	Supplier Product	First Offer - \$50.00	100 / linear foot	\$5,000.00	Y
	ITEM #	Code:				
	1050-11-					
	211, 1050-					
	11-212, OR					
	1050-11-					
	213					
473-11907-01-257	Base Bid: FDOT PAY	Supplier Product	First Offer - \$125.00	100 / linear foot	\$12,500.00	Y
	ITEM #	Code:				
	1050-11-					
	425					
473-11907-01-258	Base Bid: FDOT PAY	Supplier Product	First Offer - \$157.00	100 / linear foot	\$15,700.00	Y
	ITEM #	Code:				
	1050-11-					
	425					
473-11907-01-259	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,875.00	2 / each	\$3,750.00	Y
	ITEM #	Code:				
	1644-700					
473-11907-01-260	Base Bid: FDOT PAY	Supplier Product	First Offer - \$4,375.00	2 / each	\$8,750.00	Y
	ITEM #	Code:				
	1644-800					
473-11907-01-261	Base Bid: FDOT PAY	Supplier Product	First Offer - \$363.00	50 / each	\$18,150.00	Y
	ITEM # NA	Code:				
473-11907-01-262	Base Bid: FDOT PAY	Supplier Product	First Offer - \$425.00	20 / each	\$8,500.00	Y
	ITEM # NA	Code:				
473-11907-01-263	Base Bid: FDOT PAY	Supplier Product	First Offer - \$363.00	30 / each	\$10,890.00	Y
	ITEM # NA	Code:				
473-11907-01-264	Base Bid: FDOT PAY	Supplier Product	First Offer - \$425.00	10 / each	\$4,250.00	Y
	ITEM # NA	Code:				
473-11907-01-265	Base Bid: FDOT PAY	Supplier Product	First Offer - \$810.00	2 / each	\$1,620.00	Y
	ITEM # NA	Code:				
473-11907-01-266	Base Bid: Supplier		First Offer - \$900.00	2 / each	\$1,800.00	Y

FDOT PAY Product
ITEM # NA Code:

473-11907-01-267	Base Bid:	Supplier	First Offer - \$1,100.00	2 / each	\$2,200.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-268	Base Bid:	Supplier	First Offer - \$900.00	2 / each	\$1,800.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-269	Base Bid:	Supplier	First Offer - \$1,600.00	5 / each	\$8,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-270	Base Bid:	Supplier	First Offer - \$900.00	5 / each	\$4,500.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-271	Base Bid:	Supplier	First Offer - \$2,000.00	10 / each	\$20,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-272	Base Bid:	Supplier	First Offer - \$1,350.00	10 / each	\$13,500.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-273	Base Bid:	Supplier	First Offer - \$2,500.00	10 / each	\$25,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-274	Base Bid:	Supplier	First Offer - \$1,800.00	10 / each	\$18,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-275	Base Bid:	Supplier	First Offer - \$3,400.00	10 / each	\$34,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-276	Base Bid:	Supplier	First Offer - \$1,800.00	10 / each	\$18,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-277	Base Bid:	Supplier	First Offer - \$4,600.00	5 / each	\$23,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-278	Base Bid:	Supplier	First Offer - \$2,250.00	5 / each	\$11,250.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-279	Base Bid:	Supplier	First Offer - \$6,600.00	5 / each	\$33,000.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-280	Base Bid:	Supplier	First Offer - \$3,325.00	5 / each	\$16,625.00	Y
	FDOT PAY	Product				
	ITEM # NA	Code:				
473-11907-01-281	Base Bid:	Supplier	First Offer - \$11,300.00	2 / each	\$22,600.00	Y
	FDOT PAY	Product				

ITEM # NA Code:						
473-11907-01-282	Base Bid: FDOT PAY	Supplier Product	First Offer - \$3,990.00	2 / each	\$7,980.00	Y
	ITEM # NA	Code:				
473-11907-01-283	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,100.00	2 / each	\$26,200.00	Y
	ITEM # NA	Code:				
473-11907-01-284	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,320.00	2 / each	\$10,640.00	Y
	ITEM # NA	Code:				
473-11907-01-285	Base Bid: FDOT PAY	Supplier Product	First Offer - \$19,500.00	2 / each	\$39,000.00	Y
	ITEM # NA	Code:				
473-11907-01-286	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,980.00	2 / each	\$15,960.00	Y
	ITEM # NA	Code:				
473-11907-01-287	Base Bid: FDOT PAY	Supplier Product	First Offer - \$30,300.00	2 / each	\$60,600.00	Y
	ITEM # NA	Code:				
473-11907-01-288	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,970.00	2 / each	\$23,940.00	Y
	ITEM # NA	Code:				
473-11907-01-289	Base Bid: FDOT PAY	Supplier Product	First Offer - \$59,500.00	2 / each	\$119,000.00	Y
	ITEM # NA	Code:				
473-11907-01-290	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,300.00	2 / each	\$26,600.00	Y
	ITEM # NA	Code:				
473-11907-01-291	Base Bid: FDOT PAY	Supplier Product	First Offer - \$79,100.00	2 / each	\$158,200.00	Y
	ITEM # NA	Code:				
473-11907-01-292	Base Bid: FDOT PAY	Supplier Product	First Offer - \$13,300.00	2 / each	\$26,600.00	Y
	ITEM # NA	Code:				
473-11907-01-293	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,500.00	5 / each	\$12,500.00	Y
	ITEM # NA	Code:				
473-11907-01-294	Base Bid: FDOT PAY	Supplier Product	First Offer - \$900.00	5 / each	\$4,500.00	Y
	ITEM # NA	Code:				
473-11907-01-295	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,875.00	5 / each	\$14,375.00	Y
	ITEM # NA	Code:				
473-11907-01-296	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,350.00	15 / each	\$20,250.00	Y
	ITEM # NA	Code:				

473-11907-01-297	Base Bid: FDOT PAY	Supplier Product	First Offer - \$3,750.00	25 / each	\$93,750.00	Y
ITEM # NA	Code:					
473-11907-01-298	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,800.00	25 / each	\$45,000.00	Y
ITEM # NA	Code:					
473-11907-01-299	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,250.00	30 / each	\$187,500.00	Y
ITEM # NA	Code:					
473-11907-01-300	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,800.00	30 / each	\$54,000.00	Y
ITEM # NA	Code:					
473-11907-01-301	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,625.00	25 / each	\$190,625.00	Y
ITEM # NA	Code:					
473-11907-01-302	Base Bid: FDOT PAY	Supplier Product	First Offer - \$2,250.00	25 / each	\$56,250.00	Y
ITEM # NA	Code:					
473-11907-01-303	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10,250.00	15 / each	\$153,750.00	Y
ITEM # NA	Code:					
473-11907-01-304	Base Bid: FDOT PAY	Supplier Product	First Offer - \$3,325.00	15 / each	\$49,875.00	Y
ITEM # NA	Code:					
473-11907-01-305	Base Bid: FDOT PAY	Supplier Product	First Offer - \$14,750.00	5 / each	\$73,750.00	Y
ITEM # NA	Code:					
473-11907-01-306	Base Bid: FDOT PAY	Supplier Product	First Offer - \$3,990.00	5 / each	\$19,950.00	Y
ITEM # NA	Code:					
473-11907-01-307	Base Bid: FDOT PAY	Supplier Product	First Offer - \$18,250.00	5 / each	\$91,250.00	Y
ITEM # NA	Code:					
473-11907-01-308	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,320.00	5 / each	\$26,600.00	Y
ITEM # NA	Code:					
473-11907-01-309	Base Bid: FDOT PAY	Supplier Product	First Offer - \$20,375.00	5 / each	\$101,875.00	Y
ITEM # NA	Code:					
473-11907-01-310	Base Bid: FDOT PAY	Supplier Product	First Offer - \$7,980.00	5 / each	\$39,900.00	Y
ITEM # NA	Code:					
473-11907-01-311	Base Bid: FDOT PAY	Supplier Product	First Offer - \$36,125.00	5 / each	\$180,625.00	Y
ITEM # NA	Code:					
473-11907-01-312	Base Bid: FDOT PAY	Supplier Product	First Offer - \$11,970.00	5 / each	\$59,850.00	Y
ITEM # NA	Code:					

FDOT PAY		Product					
ITEM # NA		Code:					
473-11907-01-313	Base Bid:	Supplier	First Offer - \$61,000.00	5 / each	\$305,000.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-314	Base Bid:	Supplier	First Offer - \$13,300.00	5 / each	\$66,500.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-315	Base Bid:	Supplier	First Offer - \$79,625.00	5 / each	\$398,125.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-316	Base Bid:	Supplier	First Offer - \$13,300.00	5 / each	\$66,500.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-317	Base Bid:	Supplier	First Offer - \$118,625.00	5 / each	\$593,125.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-318	Base Bid:	Supplier	First Offer - \$18,620.00	5 / each	\$93,100.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-319	Base Bid:	Supplier	First Offer - \$750.00	5 / each	\$3,750.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-320	Base Bid:	Supplier	First Offer - \$1,000.00	2 / each	\$2,000.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-321	Base Bid:	Supplier	First Offer - \$1,500.00	1 / each	\$1,500.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-322	Base Bid:	Supplier	First Offer - \$3,125.00	1 / each	\$3,125.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-323	Base Bid:	Supplier	First Offer - \$3,750.00	1 / each	\$3,750.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-324	Base Bid:	Supplier	First Offer - \$1,875.00	20 / each	\$37,500.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-325	Base Bid:	Supplier	First Offer - \$2,500.00	20 / each	\$50,000.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-326	Base Bid:	Supplier	First Offer - \$4,375.00	5 / each	\$21,875.00	Y	
	FDOT PAY	Product					
	ITEM # NA	Code:					
473-11907-01-327	Base Bid:	Supplier	First Offer - \$5,625.00	5 / each	\$28,125.00	Y	
	FDOT PAY	Product					

ITEM # NA Code:						
473-11907-01-328	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6,875.00	3 / each	\$20,625.00	Y
	ITEM # NA	Code:				
473-11907-01-329	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12,500.00	1 / each	\$12,500.00	Y
	ITEM # NA	Code:				
473-11907-01-330	Base Bid: FDOT PAY	Supplier Product	First Offer - \$375.00	50 / linear foot	\$18,750.00	Y
	ITEM # NA	Code:				
473-11907-01-331	Base Bid: FDOT PAY	Supplier Product	First Offer - \$438.00	300 / linear foot	\$131,400.00	Y
	ITEM # NA	Code:				
473-11907-01-332	Base Bid: FDOT PAY	Supplier Product	First Offer - \$500.00	500 / linear foot	\$250,000.00	Y
	ITEM # NA	Code:				
473-11907-01-333	Base Bid: FDOT PAY	Supplier Product	First Offer - \$563.00	1000 / linear foot	\$563,000.00	Y
	ITEM # NA	Code:				
473-11907-01-334	Base Bid: FDOT PAY	Supplier Product	First Offer - \$815.00	500 / linear foot	\$407,500.00	Y
	ITEM # NA	Code:				
473-11907-01-335	Base Bid: FDOT PAY	Supplier Product	First Offer - \$940.00	300 / linear foot	\$282,000.00	Y
	ITEM # NA	Code:				
473-11907-01-336	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,150.00	200 / linear foot	\$230,000.00	Y
	ITEM # NA	Code:				
473-11907-01-337	Base Bid: FDOT PAY	Supplier Product	First Offer - \$100.00	100 / linear foot	\$10,000.00	Y
	ITEM #	Code:				
	555-1-1					
473-11907-01-338	Base Bid: FDOT PAY	Supplier Product	First Offer - \$125.00	300 / linear foot	\$37,500.00	Y
	ITEM #	Code:				
	555-1-2					
473-11907-01-339	Base Bid: FDOT PAY	Supplier Product	First Offer - \$407.00	500 / linear foot	\$203,500.00	Y
	ITEM #	Code:				
	555-1-3					
473-11907-01-340	Base Bid: FDOT PAY	Supplier Product	First Offer - \$750.00	100 / linear foot	\$75,000.00	Y
	ITEM #	Code:				
	555-1-5					
473-11907-01-341	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,063.00	100 / linear foot	\$106,300.00	Y
	ITEM #	Code:				

555-1-6

473-11907-01-342	Base Bid: FDOT PAY ITEM # 555-1-7	Supplier Product Code:	First Offer - \$1,125.00	100 / linear foot	\$112,500.00	Y
473-11907-01-343	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$38.00	10 / cubic yard	\$380.00	Y
473-11907-01-344	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$81.30	5 / each	\$406.50	Y
473-11907-01-345	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$43.80	300 / linear foot	\$13,140.00	Y
473-11907-01-346	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$37.50	5 / each	\$187.50	Y
473-11907-01-347	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$22.50	50 / linear foot	\$1,125.00	Y
473-11907-01-348	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$18.80	50 / linear foot	\$940.00	Y
473-11907-01-349	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$16.30	50 / linear foot	\$815.00	Y
473-11907-01-350	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$12.50	50 / linear foot	\$625.00	Y
473-11907-01-351	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$11.30	50 / linear foot	\$565.00	Y
473-11907-01-352	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$250.00	10 / hourly rate	\$2,500.00	Y
473-11907-01-353	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$437.50	10 / hourly rate	\$4,375.00	Y
473-11907-01-354	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$500.00	100 / each	\$50,000.00	Y
473-11907-01-355	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$938.00	25 / each	\$23,450.00	Y
473-11907-01-356	Base Bid: FDOT PAY ITEM # NA	Supplier Product Code:	First Offer - \$2,344.00	10 / each	\$23,440.00	Y

ITEM # NA Code:

473-11907-01-357	Base Bid: FDOT PAY	Supplier Product	First Offer - \$3,282.00	5 / each	\$16,410.00	Y
	ITEM # NA	Code:				
473-11907-01-358	Base Bid: FDOT PAY	Supplier Product	First Offer - \$5,000.00	3 / each	\$15,000.00	Y
	ITEM # NA	Code:				
473-11907-01-359	Base Bid: FDOT PAY	Supplier Product	First Offer - \$625.00	50 / each	\$31,250.00	Y
	ITEM # NA	Code:				
473-11907-01-360	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,000.00	20 / each	\$20,000.00	Y
	ITEM # NA	Code:				
473-11907-01-361	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,500.00	5 / each	\$7,500.00	Y
	ITEM # NA	Code:				
473-11907-01-362	Base Bid: FDOT PAY	Supplier Product	First Offer - \$1,875.00	3 / each	\$5,625.00	Y
	ITEM # NA	Code:				
473-11907-01-363	Base Bid: FDOT PAY	Supplier Product	First Offer - \$15.00	1500 / linear foot	\$22,500.00	Y
	ITEM # NA	Code:				
473-11907-01-364	Base Bid: FDOT PAY	Supplier Product	First Offer - \$19.00	1000 / square yard	\$19,000.00	Y
	ITEM #	Code:				
	570-1-1					
473-11907-01-365	Base Bid: FDOT PAY	Supplier Product	First Offer - \$6.30	500 / square yard	\$3,150.00	Y
	ITEM #	Code:				
	570-1-1					
473-11907-01-366	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	500 / square yard	\$6,250.00	Y
	ITEM #	Code:				
	570-1-1					
473-11907-01-367	Base Bid: FDOT PAY	Supplier Product	First Offer - \$12.50	500 / square yard	\$6,250.00	Y
	ITEM #	Code:				
	570-1-1					
473-11907-01-368	Base Bid: FDOT PAY	Supplier Product	First Offer - \$8.80	5000 / square yard	\$44,000.00	Y
	ITEM #	Code:				
	570-1-2					
473-11907-01-369	Base Bid: FDOT PAY	Supplier Product	First Offer - \$10.00	2000 / square yard	\$20,000.00	Y
	ITEM # NA	Code:				
473-11907-01-370	Base Bid: FDOT PAY	Supplier Product	First Offer - \$37.50	500 / each	\$18,750.00	Y

ITEM # NA Code:

473-11907-01-371	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$50.00 500 / each	\$25,000.00	Y
473-11907-01-372	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$4,375.00 50 / each	\$218,750.00	Y
473-11907-01-373	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$2,488.00 50 / each	\$124,400.00	Y
473-11907-01-374	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$1.00 1 / each	\$1.00	Y
473-11907-01-375	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$1.00 1 / each	\$1.00	Y
473-11907-01-376	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$1.00 1 / each	\$1.00	Y
473-11907-01-377	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$1.00 1 / each	\$1.00	Y
473-11907-01-378	Base Bid: Supplier FDOT PAY Product ITEM # NA Code:	First Offer - \$1.00 1 / each	\$1.00	Y

Lot Total \$12,723,064.50

Supplier Total \$12,723,064.50

Stormwater Construction
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 municipal
corporation of the State of Florida

By: 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By: 
JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney



CONTRACTOR

WITNESSES:



José Puello

Print Name



Odalys Carbonell

Print Name

SOUTHEASTERN ENGINEERING CONTRACTORS,
INC.,
a Florida corporation

By



Eduardo Dominguez Pres

Title

ATTEST:

BY:



Vivian Dominguez

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 22nd day of June, 2017, by Eduardo Dominguez, as President of SOUTHEASTERN ENGINEERING CONTRACTORS, INC., a Florida corporation, on behalf of the Corporation.

SEAL



Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known or Produced Identification:

Type of Identification Produced: N/A

