

AGREEMENT BETWEEN CITY OF CORAL SPRINGS AND GT GENERAL CONTRACTORS, LLC FOR ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES

THIS AGREEMENT, made and entered into the 22nd day of August, 2019, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

GT GENERAL CONTRACTORS, LLC
a Florida limited liability company
10191 West Sample Road, Suite 103
Coral Springs, Florida 33065
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 30, 2019, CITY issued Invitation to Bid 19-B-063F for an annual contract for utility construction services (hereinafter "ITB"); and

WHEREAS, CITY staff has reviewed the bids and recommends that CONTRACTOR be selected for the services identified in the ITB, incorporated herein as Exhibit "A"; and

WHEREAS, CITY Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR to provide an annual contract for utility construction services.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo

services described above, or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it should be responsible to repair or replace the damaged property and that the property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "B".

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall:

- A. Provide information, data, decisions and any and all requested materials.
- B. Assist CONTRACTOR with the preparation of any and all projects when such relates to CITY's responsibilities.
- C. CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR the amounts shown on the Bid Schedule for the services designated in the ITB.

5.02 All payments for services shall be in accordance with the cost as designated in the Bid, attached hereto and incorporated herein as Exhibit "C", and invoiced by CONTRACTOR per purchase order.

SECTION 6. TERM OF AGREEMENT

6.01 This Agreement will commence on August 21, 2019 and shall terminate on August 20, 2021, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this contract for two (2) additional two (2) year period(s) based on CONTRACTOR'S acceptable level of performance and approved and available funding.

6.02 Failure to achieve timely final completion on Purchase Orders shall be regarded as a breach of this Agreement and subject to the appropriate remedies, including but not limited to, liability for liquidated damages in accordance with Section 24 of this Agreement, unless otherwise terminated pursuant to Section 7 of this Agreement.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand

and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in Section 8 of the Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Coordinator. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by City of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of 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 hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay,

any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall

avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide 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, or as otherwise provided by law or CITY policy.

(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 the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(b) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(c) Any CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to CONTRACTOR at CONTRACTOR'S address listed on its contract with CITY or to CONTRACTOR'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. LIQUIDATED DAMAGES

Upon failure of CONTRACTOR to complete the Work within the time specified for final completion, (plus approved extensions if any) CONTRACTOR shall pay to OWNER the sum of Two Hundred dollars (\$200.00) for each calendar day that the substantial completion of the Work is delayed beyond the time specified in the Contract for substantial completion, as fixed and agreed liquidated damages and not as a penalty. After substantial completion, if CONTRACTOR neglects, fails or refuses to complete the remainder of the Work within the Contract Time or any approved extension thereof, CONTRACTOR shall pay to OWNER the sum of One Hundred dollars (\$100.00) for each calendar day (plus approved extensions if any) after the time specified in the Contract for final completion and readiness for final payment as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by OWNER as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. OWNER shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by OWNER is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing OWNER, in addition to liquidated damages or other per day 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 CONTRACTOR whichever is later.

SECTION 25. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This

Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 26. ATTORNEY'S FEES AND COSTS

In the event that CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 27. GOVERNING LAW; VENUE

27.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

27.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 28. CONSTRUCTION OF AGREEMENT

28.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

28.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 29. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 30. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in the ITB, the terms of this Agreement shall control.

SECTION 31. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Lluis Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1102

COPY TO: Rich Michaud, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1165

CONTRACTOR: Antonio Assenza
GT General Contractors, LLC
10191 West Sample Road, Suite 103
Coral Springs, Florida 33065
Tel.: (954) 225-3391

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IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and GT GENERAL CONTRACTORS, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:




DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA


SCOTT BROOK, Mayor

APPROVED AS TO FORM:



SHERRY WHITACRE, Deputy City Attorney

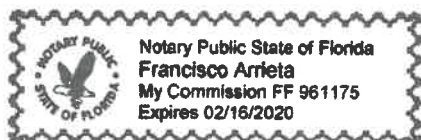
GT GENERAL CONTRACTORS, LLC

By: [Signature]
 Title: President
 Print Name: Antonio Assenza

State of Florida
 County of Broward

On this, the 5 day of August, 2019, before me, the undersigned Notary Public of the State of FL, the foregoing instrument was acknowledged by antonio Assenza (name) President (title) of GT General Contractors LLC (corporation), a FL (state) corporation, on behalf of the corporation.

WITNESS my hand
 and official seal



[Signature]
 Notary Public, State of Florida

Francisco Arrieta
 Printed, typed or stamped name of Notary Public exactly as commissioned

☒ Personally known to me, or
 Produced identification:

 (type of identification produced)



DATE: April 30, 2019

BID NUMBER: 19-B-063F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Administrator, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES

Sealed Bids must be received and time stamped at the Purchasing Division Office, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, May 22, 2019. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Purchasing Agent
(954) 344-1101

EXHIBIT A

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:
PURCHASING DIVISION
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33086

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Annual Contract For Utility Construction Services

BID NO.: 18-B-063F

BIDS WILL BE OPENED 2:00 P.M. (EST), Wednesday, May 22, 2018 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Miguel Machuca 954-344-1101

GT General Contractors LLC

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: E President

TYPED/PRINTED NAME OF

AUTHORIZED AGENT: Antonio Assenza

ADDRESS: 10191 W Sample Rd - Ste# 103

Coral Springs, FL 33065

PHONE NO: (954) 225-3391

FEDERAL ID NUMBER OR SOCIAL

SECURITY NUMBER OF BIDDER:

83-3123434 I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same

commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed responsible or unreliable by the CITY.

3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify CITY's Purchasing Division of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the

Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days

from the date of Bid opening unless otherwise stated by the CITY.

- 7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs.

8. OCCUPATIONAL HEALTH & SAFETY

- 8.1 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 Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- 8.1.1 The chemical name and the common name of the toxic substance.
- 8.1.2 The hazards or other risks in the use of the toxic substance including:
 - a) The potential for fire, explosion, corrosively and reactivity;
 - b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of over exposure.
- 8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 8.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at or before the time and at the place indicated in the invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN....(insert date given in invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed

below the signature. Facsimile Bids will not be accepted.

- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- 9.4 All Bids received from Bidders in response to the invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.

- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

- 10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
- 10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.
- 10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration

of the period for receiving Bids, no Bid may be withdrawn or modified.

- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- 12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.
- 12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.
- 12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

- 13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

- 14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

- 14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

- 15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.

- 15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the commodities or services.
- (f) Price.

- 15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.

16. OPEN-END CONTRACT

- 16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

- 16.2 **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.
- 16.3 **CONTRACT PERIOD:** The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate two (2) years from that date. The CITY may renew this Contract for two (2) two (2) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the CITY. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.
17. **INSURANCE**
- 17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The successful Bidder shall be required to provide proper proof of insurance to the Purchasing Division prior to award. No award will be recommended until a written determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.
18. **TAXES**
- 18.1 The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.
19. **AUDIT RIGHTS**
- 19.1 The CITY reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The successful Bidder shall allow the CITY to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.
20. **CONFLICT OF INTEREST**
- 20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.
21. **NON-COLLUSIVE AFFIDAVIT**
- 21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.
22. **SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS**
- 22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:
- (a) Bidder acknowledgement.
 - (b) Bid Form
 - (c) Non-Collusive Affidavit
 - (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
 - (e) Qualification Statement, if required by the Special Conditions.
 - (f) Bid Security, if required by the Special Conditions.
 - (g) Certificate(s) of insurance, if required by the Special Conditions.
 - (h) Certification of Non-Segregated Facilities, if required by the Special Conditions.

ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES**19-B-063F****INSTRUCTIONS TO BIDDERS****1. QUALIFICATIONS OF BIDDERS**

- 1.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.
- 1.2 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.
- 1.3 Sample of items, when required, must be furnished by Bidder free of charge to CITY. Each individual sample must be labeled with Bidder's name and manufacturer's brand name and be delivered by him within ten (10) calendar days of the Bid opening unless the schedule indicates a different time and unless submission is required before the Bid opening. If samples are required subsequent to the Bid opening they should be delivered within ten (10) calendar days of the request. CITY will not be responsible for returning samples.
- 1.4 Bidders may be required, at no expense or liability to the CITY, to make available for testing or demonstration, equipment equal in all aspects to the equipment bid and or equal equipment that may be seen under operating conditions in Palm Beach, Broward or Dade County.
- 1.5 Bidder shall upon request submit two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction appointments, finishes and the like not covered in the specifications necessary to fully describe the equipment Bidder proposes to furnish.
- 1.6 City reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment within a reasonable distance to the CITY may be cause for rejection of the bid.
- 1.7 CITY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify CITY

immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

2. SPECIFICATIONS

- 2.1 Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Bidder to direct the attention of the CITY's Purchasing Agent to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of the CITY.

3. BID FORM

- 3.1 The Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

4. AWARD OF CONTRACT

- 4.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY, and not necessarily to the lowest Bidder.
- 4.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder

under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.

- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (f) Price.

4.3 The CONTRACTOR must execute the required contracts prior to award by the City Commission. After City Commission award the CONTRACTOR will be issued a Notice of Award. Within fifteen (15) days thereafter, the CONTRACTOR must deliver the required bonds and certificate of insurance to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully executed contract to CONTRACTOR along with a Notice to Proceed. The fully executed contract will be accompanied by a complete set of drawings (if required).

4.4 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a Contract as herein provided, the recommended award will be let to the next lowest Bidder who is responsible and responsive in the opinion of the City. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

4.5 Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interest.

5. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

5.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. CONTRACT TIME

- 6.1 The work to be performed under the Contract shall be commenced upon issuance of Purchase Order and after all applicable permits are obtained by Contractor.
- 6.2 The time of completion for services authorized under each Purchase Order/Work Order will be established at the time of issuance of Purchase Order/Work Order.
- 6.3 By virtue of the submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract and the time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

7. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

See Construction Services General Conditions, Paragraph 11.4 for details.

8. SAFETY

- 8.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 8.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (a) All employees on the work site and all other persons who may be affected thereby.
 - (b) The work and all materials and equipment incorporated therein.
 - (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, irrigation systems and utilities not

designated for removal, relocation or replacement in the course of the work.

9. WARRANTIES

- 9.1 **Warranty of Title:** The Successful Bidder warrants to the CITY that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- 9.2 **Warranty of Specifications:** The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 9.3 **Warranty of Fitness for a Particular Purpose:** The Successful Bidder warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose(s) for which the goods covered by the Contract is intended is: Annual Contract for Utility Construction Services.
- 9.4 The Successful Bidder understands and agrees that the CITY is purchasing the goods in reliance upon the skill of the Successful Bidder in furnishing the goods suitable for the above-stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the CITY, at its sole discretion, may return the goods to the Successful Bidder for a full refund or any and all moneys paid for the goods.
- 9.5 **Warranty of Merchantability:** The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 9.6 **Warranty of Performance:** The Successful Bidder warrants that the goods shall meet the following performance requirements:
- (a) If properly operated, the goods are warranted to be capable of doing the same or better quality work than other goods of equal value operated under the same conditions.
- 9.7 **Warranty of Material and Workmanship:** The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the CITY. If within one (1) year after acceptance by the CITY, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract

Documents, the Successful Bidder shall after receipt of a written notice from the CITY to do so, promptly correct the work unless the CITY has previously given the Successful Bidder a written acceptance of such condition.

- 9.8 The Successful Bidder warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 9.9 The Successful Bidder warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 9.10 The Successful Bidder warrants to the CITY that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.
- 9.11 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.
- 9.12 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the CITY and the successors and assigns of the CITY.

10. RISK OF LOSS

- 10.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the project to Annual Contract for Utility Construction Services, and inspection and acceptance of the project by CITY.

11. PERMITS, FEES AND NOTICES

- 11.1 The Successful Bidder shall secure and be responsible to pay for any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent without delay.
- 11.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the

performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

- 11.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the Coral Springs Building Division, and be displayed on the job site prior to the first inspection.

12. CLEANING UP

- 12.1 The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the CITY.

13. DELAYS AND EXTENSIONS OF TIME

- 13.1 The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than three (3) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.
- 13.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the CITY by reason of any delays.

14. DEFAULT

- 14.1 In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Bidder written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within five (5) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

15. TERMINATION FOR CONVENIENCE OF CITY

See Construction Services General Conditions, Paragraph 13.13 for details.

16. ASSIGNMENT

- 16.1** The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

- 17.1** Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

18. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION:

- 18.1** A copy of Executive Order no. 11246, "Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity" is on file in the City's Department of Development Services, 9500 W. Sample Road, Coral Springs, Florida 33065. All bidders must consider those requirements prior to submitting a bid. Those requirements shall be incorporated into and made a part of the Contract.

19. PAYMENT AND PERFORMANCE BONDS

- 19.1** In accordance with the City's Procurement code and Florida Statutes Section 255.05, the Contractor shall provide the City on form furnished by the City a 100% payment and performance bonds, when the dollar value of any individual project awarded under the contract resulting from this procurement exceeds \$100,000. Which will be addressed separately.
- 19.2** Within Fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company

shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability - A
Financial size - VIII

- 19.3 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law.
- 19.4 Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY.

20. INDEMNIFICATION

- 20.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless the OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, or consequential, including, but not limited to, fees and charges of engineer, architects, attorney's, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of OWNER. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries,

sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) 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; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act, omission or default of CONTRACTOR or his subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or City laws, by-laws, ordinances or regulations by CONTRACTOR, his subcontractors, agents, servants or employees; (h) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

- 20.2 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless the OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 20.3 Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by OWNER as contained in Paragraph ____ above, shall be limited to the monetary amount of comprehensive general liability insurance, which CONTRACTOR is required to obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.
- 20.4 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the OWNER when applicable.
- 20.5 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance that CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate,

abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party described in this Paragraph _____ and its subparts.

21. INSURANCE

21.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

21.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

21.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

~~\$2,000,000~~**Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence**

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

- 21.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

- 21.5 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two million (\$2,000,000) Dollars for each category), and the Successful Bidder shall provide verification thereof to CITY upon request of CITY.
- 21.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 21.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 21.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

- 21.9 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 21.10 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 21.11 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.
- 21.12 OWNER'S Liability and Insurance: OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

22. CONTRACT TERM

- 22.1 The initial term of this contract will be two (2) year(s) with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission.

23. CONTRACT ADJUSTMENTS

- 23.1 The cost(s) shall remain firm for the initial two (2) year contract term. Costs for any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the CITY shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

24. ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

It is the responsibility of the bidder to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

**BID FORM FOR ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES
BID NO. 19-B-063F**

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES

6. Bidder will complete the work for the following price(s): See Bid Schedule Line Items
7. The undersigned Bidder will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required. ☒ Yes ☐ No
8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. 1
Addendum No. 2
Addendum No. _____

Date April 30, 2019
Date MAY 16, 2019
Date _____

7. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
11. Communications concerning this Bid shall be addressed to:
- Name: e GT General Contractors LLC c/o Antonio Assenza
- Address: 10191 W Sample Rd - Ste# 103 - Coral Springs, FL 33065
aassenza@gt-general.com
- Telephone No.: (954) 225-3391
- Fax No.: e (954) 752-5158
12. The following documents are attached to and made as a condition to this Bid:
- (a) Bid Form and Bidder's certification
 - (b) Certified resolution (corporation, partnerships)
 - (c) Certificate(s) of insurance
 - (d) Non-collusive affidavit
 - (e) Bidder's qualification statement
 - (f) Bidder's Foreign (Non-Florida) corporate statement
 - (g) References
 - (h) Bid security, if required by the Instructions to Bidders
 - (i) Key Subcontractor Listing

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 201__.

By: _____
Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__,
by _____ who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 22 day of May,
2019

[Signature]
 Witness

[Signature]
 Signature of Owner

GT General Contractors LLC
 Printed Name of Corporation,
 Partnership, Firm

[Signature]
 Witness

Antonio Assenza
 Printed Name of Owner

10191 W Sample Rd - Ste#103
 Business Address

Coral Springs, FL 33065
 City/State/Zip

(954) 225-3391
 Business Phone Number

ACKNOWLEDGEMENT

State of FL
 County of BWD

The foregoing instrument was acknowledged before me this 22 day of May, 2019
 by Antonio Assenza (Name), President (Title) of GT General Contractors LLC (Name of Company) who is personally known to me or
 who has produced _____ as identification and who did (did not) take an
 oath.

WITNESS my hand and official seal.

[Signature]
 NOTARY PUBLIC



(Name of Notary Public, Print, Stamp,
 or type as Commissioned)



DATE: April 30, 2019

BID NO.: 19-B-063F

**ADDENDUM NO. 1
ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES**

In response to vendor inquiries, the following information is being provided:

- 1. The cutoff date for Contractor questions is Wednesday, May 15, 2019 at 5:00 p.m.**
- 2. The annual expenditure for these services is \$2,000,000.**
- 3. A bid bond will not be required. However, if any work needed exceeds \$100,000, performance and payment bonds will be required. See Page 8 of 14 of the Instructions to Bidders, Section 19 Payment and Performance Bonds, 19.1.**
- 4. For Award of Contract, see page 3 of 14, Section 4, 4.5.**

**THIS ADDENDUM MUST BE RETURNED WITH YOUR PROPOSAL,
DUE MAY 22, 2019 AT 2:00 P.M.**


Signature Antonio Assenza President

GT General Contractors LLC
Company

May 22, 2019
Date

**Miguel Machuca
Purchasing Agent**



DATE: May 16, 2019

BID NO.: 19-B-063F

**ADDENDUM NO. 2
ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES**

In response to vendor inquiries, the following information is being provided:

- 1. On Page 11 of 14 of the Instruction to Bidders, Section 21 Insurance, 21.3(a) Professional Liability Insurance is not required and has been omitted from the revised Instruction to Bidders.**
- 2. On Page 11 of 14 of the Instruction to Bidders, Section 21 Insurance, 21.3(c) Comprehensive General Liability Insurance on the revised Instruction to Bidders has been changed to \$2,000,000.**
- 3. Please omit the Bid Form Submission Checklist, it does not coincide with this solicitation. All forms included in the Bid and Addendums must be submitted by the time and date listed below.**

**THIS ADDENDUM MUST BE RETURNED WITH YOUR PROPOSAL,
DUE MAY 22, 2019 AT 2:00 P.M.**


Signature **Antonio Assenza - President**

GT General Contractors LLC
Company

May 22, 2019
Date

**Miguel Machuca
Purchasing Agent**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVITState of FL)

)ss.

County of BWD)Antonio Assenza

being first duly sworn, deposes and says

that:

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

Signed, sealed and delivered
in the presence of:

Rosa Assenza

Rosa Assenza - Secretary

By:

Antonio Assenza

Antonio Assenza
(Printed Name)

President
(Title)

ACKNOWLEDGEMENT

State of FL
County of BWD

The foregoing instrument was acknowledged before me this 22 day of e
May 2019, by Antonio Assenza, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

Francisco Arrieta
NOTARY PUBLIC



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

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORMDEPARTMENT OF STATE CORPORATE CHARTER NO. N/A

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ☐ (a) Maintaining, defending, or settling any proceeding.
 - ☐ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ☐ (c) Maintaining bank accounts.
 - ☐ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ☐ (e) Selling through independent contractors.
 - ☐ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ☐ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ☐ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ☐ (i) Transacting business in interstate commerce.
 - ☐ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ☐ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ☐ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ☐ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
- (II) ☐ Sole Proprietorship or Self-Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

AT General Contractors LLC
 BIDDER'S CORRECT LEGAL NAME

[Signature]
 SIGNATURE OF AUTHORIZED AGENT OF BIDDER

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9500 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

Corporation
Partnership
Individual
Other

SUBMITTED BY: GT General Contractors LLC

NAME Antonio Assenza

ADDRESS: 10191 W Sample Rd - St # 103

Coral Springs, FL 33065

TELEPHONE NO. (954) 225-3391

FAX NO. (954) 752-5158

E-MAIL ADDRESS: a.assenza@gt-general.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: GT General Contractors LLC

The address of the principal place of business is: 10191 W Sample Rd - Ste# 103
Coral Springs, FL 33065

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: 01/08/2019
b. State of Incorporation: Florida
c. President's name: Antonio Assenza
d. Vice President's name: N/A
e. Secretary's name: Rosa Assenza
f. Treasurer's name: Antonio Assenza

g. Name and address of Resident Agent:

€ Antonio Assenza
 e 6460 NW 72nd Way
 Parkland, FL 33067

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

1 < year

a. Under what other former names has your organization operated?

GlobeTec Construction LLC (Same Owner; still active)

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CGC 1504511

8. Have you personally inspected the site of the proposed work?
(Y) ☒ (N) ☐
9. Do you have a complete set of documents, including drawings and addenda?
(Y) ☒ (N) ☐
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) ☐ (N) ☒
11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

No. _____

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature [Signature]

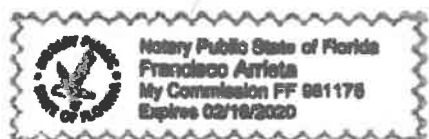
State of FL

County of BWD

The foregoing instrument was acknowledged before me this 22 day of May, 2019 by Antonio Assenza of GT General Contractors, LLC is personally known to me or who has produced [Signature] as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC [Signature]



(Name of Notary Public: Print, Stamp, or type as Commissioned)

REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" should be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): GT General Contractors LLC
 Address: 10191 W Sample Rd, Ste #103 - Coral Springs, FL 33065
 Telephone No: (954) 225-3391 Fax No.: (954) 752-5158
 Contact person: Antonio Assenza Title: President
 Number of years in business: See attached Resumes Years
 E-mail Address: aassenza@GT-general.com
 Address of nearest facility: Coral Springs, FL

List five (5) companies or governmental agencies where these products and services have been provided in the last two years:

1. Company Name: Monroe County BOCC
 Address: Monroe County Commission; Key West, FL 33046 e
 Telephone No: (305) 292-4441; gastesi-roman@monroecounty-fl.gov
 Contact Person: Roman Gastesi Title: County Manager
 Date Products Sold: 2003-2016 e
2. Company Name: City of West Miami
 Address: West Miami City Hall, West Miami, FL e
 Telephone No: (305) 266-4214; juanpena@cityofwestmiami.org e
 Contact Person: Juan Pena Title: Public Works Director
 Date Products Sold: 2004-2008 e
3. Company Name: City of Marathon
 Address: Marathon City Hall - Marathon, FL
 Telephone No: (888) 453-7272; peter@keyscpa.com
 Contact Person: Peter Rosasco Title: City Administrator
 Date Products Sold: 2006-2011 e⁴
4. Company Name: South Florida Water Management
 Address: 3301 Gun Club Rd - WPB, FL 33406 e
 Telephone No: (352) 682-2594; jguardia@sfwmd.gov
 Contact Person: Jose Guardiaro Title: Construction Manager
 Date Products Sold: 2005-2008 e
5. Company Name: Palm Beach County Water Utilities Department
 Address: 8100 Forest Hill Blvd. - WPB, FL 33413
 Telephone No: (561) 493-6149; vmriccobono@pbwater.com
 Contact Person: Vincent Riccobono Title: Construction Services Manager
 Date Products Sold: 2008

CONSTRUCTION SERVICES GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these Construction Services General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding Documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

Application for Payment - The form accepted by PROJECT MANAGER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

ARCHITECT - Architectural consulting firm representing the City of Coral Springs, Florida.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by Contractor, PROJECT MANAGER, or Owner which is signed by CONTRACTOR, PROJECT MANAGER, ARCHITECT, and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Contract Documents consist of the Drawings, Plans and Specifications, Bid Form, CONTRACTOR'S Bid, including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award, Qualifications Statement, Contract and all Exhibits attached thereto, Addenda, and Notice of Award, Notice to Proceed, Payment and Performance Bonds, the Construction Services General Conditions, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the contract.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of the Contract in the case of Unit Price Work).

Contract Time - The date stated in the Agreement for the completion of the work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the 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, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROJECT MANAGER'S recommendation of final payment.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared by the ARCHITECT and are referred to in the Contract Documents.

Field Order - A written order issued by PROJECT MANAGER which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to PROJECT MANAGER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents. This written notice will also state the dates of substantial and final completion of the project.

OWNER - The City of Coral Springs, Florida with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided. The OWNER'S representative shall be the City Manager or his designee unless otherwise specified in the Contract Documents.

PROJECT MANAGER - OWNER's Construction Project Manager or as otherwise designated by the City Manager.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television sewage and drainage removal, traffic or other control systems or water, and all irrigation systems on or contiguous to the worksite.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Allowance: A pre-set amount of funds added to the bid form pricing page. These moneys are only to be used for additional work that may be needed due to change orders and unforeseen conditions that increase the submitted bid amount, as approved by the City. This work allowance will not be made part of the contract sum as shown in the contract documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by PROJECT MANAGER ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Paragraph 4.2 or 4.3 or to emergencies under Paragraph 5.13. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Paragraph 9.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds and Insurance:

Prior to award of the Contract by OWNER, CONTRACTOR shall deliver to OWNER copies of the certificate(s) of insurance evidencing the coverages required hereunder and specifically providing that the City of Coral Springs is an additional named insured or additional insured. Payment and performance bonds which CONTRACTOR is required

to furnish in accordance with this Contract must be provided to OWNER within fifteen (15) days after issuance of Notice of Award.

2.2 Commencement of Contract Time; Notice to Proceed:

The Work shall commence subsequent to the execution of this Contract by all parties and upon a written Notice to Proceed from OWNER. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

OWNER shall furnish to CONTRACTOR up to two (2) copies of the Contract Documents. Additional copies will be furnished upon request, at the cost of reproduction.

2.3 Preconstruction Conference:

Within twenty (20) days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, PROJECT MANAGER, and ARCHITECT and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.4, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a Working understanding among the parties as to the Work.

2.4 Finalizing Schedules:

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, PROJECT MANAGER, and ARCHITECT and others as appropriate will be held to finalize the schedules and procedures to establish a Working understanding among the parties. The finalized progress schedule will be acceptable to PROJECT MANAGER and ARCHITECT as providing an orderly progression of the Work to completion within the Contract time, but such acceptance will neither impose on PROJECT MANAGER'S OR ARCHITECT'S responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to PROJECT MANAGER and ARCHITECT as providing a Workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to PROJECT MANAGER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT. AMENDING. REUSE

3.1 Entire Agreement:

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

3.2 Intent:

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, 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 be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ARCHITECT, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.3 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, interpretations will be based on the following priorities:

1. Change Orders.
2. The Contract and the Exhibits thereto.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The General Conditions of the Contract for Construction
5. Division 1 of the Specifications.
6. Drawings and Divisions 2–49 of the Specifications
7. Other documents specifically enumerated in the Agreement as part of the Contract Documents.
8. Written interpretation or clarification from ARCHITECT.

3.4 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order; or

3.4.2 A formal written amendment.

3.5 Supplements, Minor Variations or Deviations:

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.5.1 ARCHITECT'S approval of a Shop Drawing or sample; or

3.5.2 PROJECT MANAGER'S written interpretation or clarification.

3.5.3 A field order.

3.6 Reuse of Documents:

Neither CONTRACTOR nor any subcontractors or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other Documents (or copies of any thereof) prepared by or bearing the seal of the ARCHITECT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS: PHYSICAL CONDITIONS: REFERENCE POINTS

4.1 Availability of Lands:

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide at CONTRACTOR'S own expense and without liability to OWNER any and all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. CONTRACTOR shall furnish to OWNER copies of written permission that is obtained from the owners of such facilities. It is the responsibility of the CONTRACTOR to leave the additional lands in the same condition as prior to work startup. Any damages caused by CONTRACTOR will be remedied at CONTRACTOR'S expense.

4.2 Physical Conditions:

4.2.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ARCHITECT by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.2.1.1 OWNER and ARCHITECT shall not be responsible for the accuracy or completeness of any such information or data; and

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the costs of all of which will be considered as having been included in the Contract Price.

4.2.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 5.13), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ARCHITECT. ARCHITECT will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. CONTRACTOR shall be allowed an extension of the Contract Time to the extent that any delay is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which existence CONTRACTOR could not reasonably have been expected to be aware. If the parties are unable to agree as to the appropriate length of delay, CONTRACTOR may make a claim therefore as provided in this Contract.

4.3 Reference Points:

OWNER shall provide engineering surveys to establish reference points for construction which in PROJECT MANAGER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work to protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to PROJECT MANAGER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision and Superintendence:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Resident Superintendent

CONTRACTOR shall keep on the worksite at all times during its progress a competent resident superintendent and any necessary assistants who shall not be replaced without written notice to OWNER and ARCHITECT unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor, Materials and Equipment:

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. 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 Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to PROJECT MANAGER.

5.3.1 Unless otherwise specified in the bid documents, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.3.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ARCHITECT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ARCHITECT, or any of ARCHITECT'S consultants, agents or employees, any duty or authority to

supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 8 and 9.

5.4 Substitutes or "Or Equal" Items

5.4.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ARCHITECT if sufficient information is submitted by CONTRACTOR to allow ARCHITECT to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by ARCHITECT from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ARCHITECT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Contract with OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by ARCHITECT in evaluating the proposed substitute. ARCHITECT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ARCHITECT, if CONTRACTOR submits sufficient information to allow ARCHITECT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ARCHITECT will be similar to that provided in Paragraph 5.4.1 as applied by ARCHITECT and as may be supplemented in the Contract Documents.

5.4.3 ARCHITECT will be allowed a reasonable time within which to evaluate each proposed substitute. ARCHITECT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ARCHITECT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

5.5 Concerning Subcontractors, Suppliers and Others:

5.5.1 CONTRACTOR shall be fully responsible to OWNER and ARCHITECT for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, Suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any Contractual relationship between OWNER or ARCHITECT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ARCHITECT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

5.5.2 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ARCHITECT.

5.6 Patent Fees and Royalties:

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 of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.7 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all government charges and inspection fees as required by OWNER. OWNER reserves the right to waive as it deems appropriate all municipal permit and inspection fees related to this contract. However, OWNER shall require that CONTRACTOR to pay all fees relative to re-inspections, as they may be required from time to time.

5.8 Laws and Regulations:

5.8.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither OWNER nor PROJECT MANAGER or ARCHITECT shall be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

5.8.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws or regulations, CONTRACTOR shall give ARCHITECT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom.

5.9 Taxes:

5.9.1 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions which are applicable during the performance of the Work.

5.10 Use of Premises:

5.10.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of Workers to the Project site and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ARCHITECT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of CONTRACTOR'S use of the premises.

5.10.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work 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 OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- 5.10.3 **CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.**

5.11 Record Documents:

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record Documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to PROJECT MANAGER and ARCHITECT for reference. Upon completion of the Work, these record Documents, samples and Shop Drawings will be delivered to ARCHITECT for OWNER.

5.12 Safety and Protection:

- 5.12.1 **CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the worksite and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, irrigation systems, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.**
- 5.12.2 **CONTRACTOR shall furnish watchmen, flagmen, warning signs, cones, barricades, flashing lights and other necessary safeguards in sufficient numbers and at appropriate locations to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new Work. Such watchmen and flagmen shall be furnished on a twenty-four (24) hour basis when conditions require. CONTRACTOR and all Subcontractors shall take all necessary precautions to guard against and eliminate all possible fire hazards and prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and cutting is taking place. Open flames including the use of flambeaux are strictly prohibited. No additional payment will be made for signs, barricades, lights, flags, watchmen, flagmen, required fire extinguishing apparatus and personnel, and other protective devices. CONTRACTOR shall not use explosives on the site, nor allow explosives of any type or nature to be brought upon the site of the construction, without the express written approval of OWNER and PROJECT MANAGER. When the use of explosives is authorized by OWNER and PROJECT MANAGER, CONTRACTOR shall exercise the utmost care in handling and**

usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked - "DANGEROUS - EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, CONTRACTOR shall furnish to OWNER, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to CONTRACTOR'S policies unless otherwise included.

5.12.3 CONTRACTOR shall comply with all applicable laws and regulations 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. CONTRACTOR shall notify owners of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused directly or indirectly by workers employed by and of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ARCHITECT has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 13.8 that the Work is acceptable (except as otherwise expressly provided in connection with substantial Completion).

5.12.4 CONTRACTOR shall designate a responsible representative at the worksite whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

5.13 Emergencies:

5.13.1 In emergencies affecting the safety or protection of persons or the Work or property at the worksite or adjacent thereto, CONTRACTOR, without special instruction or authorization from ARCHITECT to OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give PROJECT MANAGER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued or an amendment made through proper procedures to document the consequences of the changes or variations.

5.13.2 CONTRACTOR shall be required to remove all materials from the job site and provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. CONTRACTOR shall also take necessary precautions to remove bulkheads, dams or other structures blocking drains in the

event of the threat of flooding condition. No extra pay will be allowed for this Work.

5.14 Shop Drawings and Samples:

- 5.14.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Project Specifications or plans, CONTRACTOR shall submit to ARCHITECT for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated, five (5) copies of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ARCHITECT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ARCHITECT to review the information as required.
- 5.14.2 CONTRACTOR shall also submit to ARCHITECT for review and approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 5.14.3 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 5.14.4 At the time of each submission, CONTRACTOR shall give ARCHITECT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ARCHITECT for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

5.15 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed

pending resolution of any disputes or disagreements, or as CONTRACTOR and OWNER may otherwise agree in writing.

5.16 Indemnification:

- 5.16.1 General Indemnification:** The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless OWNER, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) 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; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by CONTRACTOR, his Subcontractors, agents, servants or employees; (g) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.
- 5.16.2 Patent and Copyright Indemnification:** CONTRACTOR agrees to indemnify, save and hold harmless OWNER, its officers, agents and employees, from all such claims and fees, and from any and all sites and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 5.16.3** CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of OWNER, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of OWNER when applicable.
- 5.16.4** OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the

amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 5.16 and its subparts.

5.17 Liability for Use of Work for Intended Purposes:

As an inducement for OWNER'S Commission to enter into this agreement, CONTRACTOR has represented an expertise in the construction of and completion of like projects as described in these bid specs. In reliance upon those representations, OWNER hired CONTRACTOR for specified construction services and documents. CONTRACTOR understands and agrees that OWNER intends to utilize said plans for the stated purposes and therefore CONTRACTOR shall be liable for any defective or negligent design, whether patent or latent, as such may be found by a court of competent jurisdiction.

5.18 Design Responsibilities:

- 5.18.1 CONTRACTOR shall determine the general scope, extent and character of the work. CONTRACTOR shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written description of the work. CONTRACTOR shall submit the preliminary design documents to ARCHITECT for review and authorization to proceed with the final design preparation. Upon written authorization from ARCHITECT to proceed with the final design, CONTRACTOR shall prepare final drawings, plans, specifications, technical criteria, written descriptions and design data and submit the same to ARCHITECT for approval prior to commencing construction of the work. All final design documents, plans, reports, studies and other data prepared by CONTRACTOR shall bear the endorsement of a person in the full employ of CONTRACTOR and duly registered in the appropriate professional category.
- 5.18.2 After ARCHITECT'S acceptance of the final design documents, the original set of CONTRACTOR'S drawings, tracings, plans and maps shall be provided to ARCHITECT along with one (1) record set of full size prints. CONTRACTOR shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by CONTRACTOR. With the tracings and the record set of prints, CONTRACTOR shall submit a final set of design computations. The computations shall be bound in an 8-1/2" x 11" format and shall be endorsed (seal/signature as appropriate) by CONTRACTOR. Upon approval of the final design documents, ARCHITECT shall issue a written authorization to commence construction.

- 5.18.3 **Work Property of OWNER:** All tracings, plans, specifications, maps and/or reports prepared or obtained under this agreement shall be considered works made for hire and shall become the property of OWNER without restriction or limitation on their use.
- 5.18.4 **Performance Standards:** All services shall be performed by CONTRACTOR to the satisfaction of ARCHITECT who, upon making a determination of acceptance or satisfaction shall utilize generally accepted engineering standards as well as the design criteria found in the Florida Department of Transportation's, Broward County Engineering Division's and OWNER'S published and approved engineering standards. ARCHITECT shall decide all questions, and disputes of any nature whatsoever that may arise by reason of the execution of this Agreement and the prosecution and fulfillment of the services hereunder.
- 5.18.5 **Operations Manuals: Training:** CONTRACTOR shall provide OWNER with two (2) hard copies and one (1) electronic copy of operating, maintenance and training manuals for the Work and shall assist OWNER in training OWNER'S staff to operate and maintain the work.

ARTICLE 6 - OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 OWNER reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the project site, including portions of the Work which may have been deleted by Change Order. CONTRACTOR shall cooperate with OWNER'S forces and Separate Contractors.
- 6.1.2 PROJECT MANAGER will provide coordination of the activities of OWNER'S forces and of each Separate Contractor with the Work of CONTRACTOR. CONTRACTOR shall participate with OWNER and Separate Contractors in joint review of construction schedules and project requirements when directed to do so.
- 6.1.3 The project, of which this Contract is a part, will include other contracts for work to be performed and work to be performed by the OWNER on the same site. By entering into this Contract, CONTRACTOR acknowledges that OWNER has the right to enter into other contracts with Separate Contractors, and to perform work, and that the work of said contracts and OWNER may (i) be in close proximity to and/or performed contemporaneously with the Work of this Contract, and (ii) result in delays in or disruptions to CONTRACTOR'S Work.
- 6.1.4 CONTRACTOR further agrees as follows:
- 6.1.4.1 The OWNER shall afford CONTRACTOR, Separate Contractors or OWNER forces reasonable opportunity for the introduction and storage of

their materials and the execution of their work. CONTRACTOR shall properly connect and coordinate its construction and operations with the construction and operations of Separate Contractors and OWNER forces, as required by the Contract Documents.

6.1.4.2

CONTRACTOR shall cooperate with Separate Contractors and OWNER on the project site and will do nothing to delay, hinder, disrupt, or interfere with the work of Separate Contractors or OWNER. CONTRACTOR shall coordinate its Work with the work of any Separate Contractor and agrees to attend any coordination meetings scheduled for this purpose by the PROJECT MANAGER. Any dispute between the CONTRACTOR and any Separate Contractor over how the work of the various trades should be coordinated, shall be promptly submitted by CONTRACTOR to the PROJECT MANAGER. CONTRACTOR agrees to cooperate with the development of, and to be bound by, any reasonable coordination plan directed by PROJECT MANAGER to address the dispute, even if CONTRACTOR does not agree with the coordination plan so developed. CONTRACTOR agrees that if its work is delayed, hindered, disrupted or interfered with by a Separate Contractor, to the extent such delays, hindrances, disruptions, and interferences result in CONTRACTOR working beyond the Contract Time, through no fault of the CONTRACTOR, the CONTRACTOR shall be subject to a time extension, but no compensation from the OWNER, provided the CONTRACTOR complies with the requirements of the Contract for seeking a time extension, including without limitation, the requirements set forth in these General Conditions.

6.1.4.3

CONTRACTOR agrees that its sole remedy for damage or loss, including delay damages, suffered as a result of actions by a Separate Contractor, other than that specified in this Article, shall be against such Separate Contractor, their officers, agents, employees, consultants, subcontractors and, if available, surety bonds. CONTRACTOR further agrees to indemnify OWNER, their officers, agents, employees, consultants, or subcontractors for any damage or loss by a Separate Contractor allegedly caused by with the work of the CONTRACTOR or Separate Contractor except as provided in this Article.

6.2 MUTUAL RESPONSIBILITY

6.2.1

CONTRACTOR shall afford OWNER and Separate Contractors opportunity for introduction and storage of their materials and equipment and performance of their activities. CONTRACTOR shall connect, schedule, and coordinate its construction and operations with the construction and operations of OWNER and Separate Contractors in accordance with the direction of PROJECT MANAGER.

- 6.2.2** If a portion of the Work is dependent upon the proper execution or results of other construction or operations by OWNER or Separate Contractors, CONTRACTOR shall inspect such other construction or operations before proceeding with that portion of the Work. CONTRACTOR shall promptly report to PROJECT MANAGER apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by PROJECT MANAGER, CONTRACTOR shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of CONTRACTOR to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by OWNER or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

6.3 OWNER'S RIGHT TO CLEAN UP

- 6.3.1** If a dispute arises between CONTRACTOR and Separate Contractors as to the responsibility under their respective contracts for maintaining the project site and surrounding areas free from waste materials and rubbish, OWNER may clean up and allocate the cost between those firms it deems to be responsible.

ARTICLE 7 - OWNER'S RESPONSIBILITIES - GENERALLY

- 7.1** OWNER shall issue all communications to CONTRACTOR through PROJECT MANAGER.
- 7.2** OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR pursuant to Article 13.
- 7.3** OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. Article 4 also refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site which are known and readily available to OWNER.
- 7.4** OWNER is obligated to execute Change Orders as indicated in Articles 9, 10 & 11.
- 7.5** OWNER shall have such other responsibilities and rights as are expressed in the Contract Documents.

ARTICLE 8 - ARCHITECT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative:

PROJECT MANAGER will be OWNER'S representative during the construction period and until final payment is due. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

8.2 Visits to Site:

PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROJECT MANAGER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, PROJECT MANAGER shall keep OWNER informed of the progress of the Work and shall endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Technical Clarifications and Interpretations:

ARCHITECT will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as ARCHITECT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in this Contract. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents neither OWNER nor ARCHITECT will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

8.4 Authorized Variations in Work:

ARCHITECT may authorize minor variations in the Work from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a field order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided elsewhere in this Contract.

8.5 Rejecting Defective Work:

ARCHITECT will have the authority to disapprove or reject Work which ARCHITECT believes to be defective, and will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

8.6 Decisions on Disputes:

ARCHITECT will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to ARCHITECT in writing with a request for a formal decision in accordance with this Paragraph, which ARCHITECT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ARCHITECT and OWNER promptly, but in no event later than three (3) days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ARCHITECT and OWNER within seven (7) calendar days after such occurrence unless ARCHITECT allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a decision by ARCHITECT with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 13.8) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

8.7 Limitations on ARCHITECT'S Responsibilities:

8.7.1 Neither ARCHITECT'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ARCHITECT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ARCHITECT or CONTRACTOR, any Subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them except as such duties and responsibilities are included within the Contract Documents.

8.7.2 ARCHITECT will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work. ARCHITECT shall not be responsible for safety measures on the project. This is the responsibility of the CONTRACTOR.

ARTICLE 9 - CHANGES IN THE WORK

- 9.1** OWNER, without invalidating the Agreement, may order changes in the work which do not materially alter the scope and character of the work of the Agreement or the completion date. All such changes in the work shall be authorized by a Change Order. Any individual Change Order which decreases the cost of the work to OWNER or increases the cost of the work by an amount not in excess of forty thousand and xx/100 dollars (\$40,000.00) must be authorized and approved by OWNER'S Purchasing Administrator prior to their issuance. Such authorization for Change Order approvals has a cumulative limit of twenty percent (20%) of the original contract award amount. Any individual Change Order which increases the cost of the work to OWNER by an amount which exceeds forty thousand and xx/100 dollars (\$40,000.00), or any Change Order submitted for approval after the cumulative twenty percent (20%) limit has been reached, must be formally authorized and approved by the OWNER'S Commission prior to their issuance and before work may begin. No claim against OWNER for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.
- 9.2** If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 10 or Article 11.
- 9.3** CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an emergency and except in the case of uncovering Work as those situations are addressed herein.
- 9.4** OWNER and CONTRACTOR shall execute appropriate change orders or written amendments covering:
- 9.4.1** Changes in the Work which are ordered by OWNER pursuant to Paragraph 9.1, and/or are required to correct defective Work or are agreed to by the parties; and
- 9.4.2** Changes in the Contract Price or Contract Time which are agreed to by the parties.

Provided that, in lieu of executing any such change order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule. Proposed change orders shall be prepared by CONTRACTOR on forms approved by OWNER. All Change Order submissions shall carry the signatures of the PROJECT MANAGER, ARCHITECT and CONTRACTOR and be submitted for approval in accordance with Article 9.1.

- 9.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility, and the amount of each applicable bond shall be adjusted accordingly.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

- 10.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 10.2 The Contract Price may only be changed by a Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to ARCHITECT promptly (but in no event later than three (3) days after the occurrence of the event giving rise to the amount of the claim with supporting data to be delivered within seven (7) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution of a claim for adjustment in the Contract Price shall be effective until approved by OWNER in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 10.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 10.3.2 In accordance with the requirements of Article 9.1, by mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed 25% of the original contract price as defined herein or contract price as modified by an acceptable change order or written amendment executed by all parties.
- 10.3.3 On the basis of the cost of the Work (determined as provided in Paragraphs 10.4 and 10.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by OWNER such costs shall be in amounts no higher than

those prevailing in the locality of the project, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, Worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by OWNER.
- 10.4.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Supplemental costs including the following:
 - 10.4.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the brokers, which are consumed in the performance of the work.
 - 10.4.3.2 Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of PROJECT MANAGER, and the costs, of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
 - 10.4.3.3 Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.
 - 10.4.3.4 Royalty payments and fees for permits and licenses.
 - 10.4.3.5 The cost of utilities, fuel and sanitary facilities at the site.

10.4.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.

10.4.3.7 Cost of premiums for additional bonds and insurance required because of changes in the work.

10.5 Not Included in the Cost of the Work:

The term cost of the work shall not include any of the following.

- 10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.
- 10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.4.

10.6 CONTRACTOR'S Fee:

CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable negotiated fee:

10.6.1.1 For costs incurred under Paragraphs 10.4.1 and 10.4.2, CONTRACTOR'S fee shall not exceed ten percent (10%).

- 10.6.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 10.4.3.1, 10.4.3.2, 10.4.3.3, 10.4.3.4, 10.4.3.5, 10.4.3.6, 10.4.3.7, 10.5, 10.5.1, 10.5.2, 10.5.3, 10.5.4, and 10.5.5.
- 10.6.1.3 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee by an amount equal to ten percent (10%) for the net decrease.
- 10.6.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, profit will not be paid on any work not performed.
- 10.6.1.5 The CONTRACTOR's fee on Change Orders shall be as follows:
- (a) A mutually acceptable fixed fee, or if none can be agreed upon,
 - (b) A fee based upon a percentage of the net change to the Cost of the Work resulting from the Change Order not to exceed ten percent (10%).

Subcontractor's percentage markup on change orders for overhead and profit shall be reasonable, but in no event shall the aggregate of the subcontractor's overhead and profit markups exceed ten percent (10%). In the event subcontractor is affiliated with the CONTRACTOR by common ownership or management, or is effectively controlled by the CONTRACTOR, no fee will be allowed on the subcontractor costs. In the event there is more than one level of subcontractors such as second and third tier subcontractors, the sum of all of the subcontractor's percentage markups for overhead and profit shall not in the aggregate exceed twenty percent (20%).

In no event shall the total aggregate percentage of markups for overhead and profit, as provided for in this Article, exceed twenty five percent (25%).

10.7 Cost Breakdown Required:

Whenever the cost of any work is to be determined pursuant to Paragraphs 10.4 or 10.5 CONTRACTOR will submit in a form acceptable to ARCHITECT an itemized cost breakdown together with supporting data.

ARTICLE 11 - CONTRACT TIME

11.1 Commencement:

The date of commencement of the Work is the date established in the Notice to Proceed.

11.2 Time of Substantial Completion:

The date of substantial completion of the Work or designated portion thereof is the date certified by ARCHITECT when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

11.3 Change of Contract Time:

11.3.1 All time limits stated in the Contract Documents are of the essence of the Agreement. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE OWNER BY REASON OF ANY DELAYS. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of OWNER or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

11.3.2 **NO RECOVERY FOR EARLY COMPLETION.** If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred because of delay or hindrance should the CONTRACTOR be unable to complete the Work before such milestone or completion date. The duties, obligations and warranties of the OWNER to the CONTRACTOR shall be consistent with and applicable only to the completion of the work and completion dates set forth in these Construction Services General Conditions.

- 11.3.3 The Contract Time may only be changed by a change order or a written amendment. Any claim for extension of time shall be made in writing to ARCHITECT not more than three (3) days after the detection or beginning of the occurrence of the event giving rise to the delay and stating the general nature of the claim; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work.

11.4 Liquidated Damages:

Upon failure of CONTRACTOR to complete the Work within the time specified for final completion, (plus approved extensions if any) CONTRACTOR shall pay to OWNER the sum of Two Hundred dollars (\$200) for each calendar day that the substantial completion of the Work is delayed beyond the time specified in the Contract for substantial completion, as fixed and agreed liquidated damages and not as a penalty. After substantial completion, if CONTRACTOR neglects, fails or refuses to complete the remainder of the Work within the Contract Time or any approved extension thereof, CONTRACTOR shall pay to OWNER the sum of One Hundred dollars (\$100) for each calendar day (plus approved extensions if any) after the time specified in the Contract for final completion and readiness for final payment as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by OWNER as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. OWNER shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by OWNER is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing OWNER, in addition to liquidated damages or other per day 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 CONTRACTOR whichever is later.

ARTICLE 12 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

CONTRACTOR warrants and guarantees to OWNER and ARCHITECT 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 CONTRACTOR. All defective Work, whether or

not in place, may be rejected, corrected or accepted. CONTRACTOR warrants to OWNER that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provisions of, or constitute a default under any indenture, mortgage, Contract, or agreement to which CONTRACTOR is a party. CONTRACTOR warrants that there has been no violation of copyrights or patent rights in connection with the Work of the Contract.

12.2 Access to Work:

ARCHITECT, PROJECT MANAGER and other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspection:

- 12.3.1 CONTRACTOR shall give ARCHITECT, PROJECT MANAGER, or City Building Division Inspector timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.3.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish ARCHITECT the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.
- 12.3.3 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of ARCHITECT, it must, if requested by ARCHITECT, be uncovered for examination and properly restored at CONTRACTOR'S expense. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ARCHITECT timely notice of CONTRACTOR'S intention to cover the same and ARCHITECT has not acted with reasonable promptness in response to such notice.
- 12.3.4 Neither observations by ARCHITECT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering the Work:

- 12.4.1 If any work is covered contrary to the written request of ARCHITECT, it must, if requested by ARCHITECT, be uncovered for ARCHITECT'S observation and replaced at CONTRACTOR'S expense.
- 12.4.2 If ARCHITECT considers it necessary or advisable that covered work be observed by ARCHITECT or inspected or tested by others, CONTRACTOR, at ARCHITECT'S request, shall uncover, expose or otherwise make available for

observation, inspection or testing as ARCHITECT 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, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professional(s)), and OWNER shall be entitled to an appropriate decrease in the contract price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in the contract documents. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in the contract documents.

12.5 OWNER May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work:

If required by ARCHITECT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ARCHITECT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If 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, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal

and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The schedule established as provided in Paragraph 2.4 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ARCHITECT.

13.2 Application for Progress Payment:

At least ten (10) days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ARCHITECT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these Construction Services General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.3 CONTRACTOR'S Warranty of Title:

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of final payment free and clear of all Liens.

13.4 Review of Applications for Progress Payments:

ARCHITECT will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ARCHITECT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall make payment to

CONTRACTOR within thirty (30) calendar days after approval by the ARCHITECT of CONTRACTOR'S requisition for payment.

13.5 Grounds for Refusal:

ARCHITECT may refuse to recommend the whole or any part of any payment if, in ARCHITECT'S opinion, it would be incorrect to make such representation to OWNER. ARCHITECT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ARCHITECT'S opinion to protect OWNER from loss because:

- 13.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement.
- 13.5.2 The Contract Price has been reduced by Written Amendment or Change Order.
- 13.5.3 Of ARCHITECT'S actual knowledge of the occurrence of any of the events outlined elsewhere in the Contract Documents that represent grounds for refusal of payment in whole or part. OWNER may refuse to make payment of the full amount recommended by ARCHITECT because claims have been made by OWNER on account of CONTRACTOR'S performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR written notice stating the reasons for such action within a reasonable time from receipt of ARCHITECT'S recommendation for payment on that matter.

13.6 Final Inspection:

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ARCHITECT will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment:

After CONTRACTOR has completed all such corrections to the satisfaction of ARCHITECT and OWNER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record Documents and other Documents - all as required by the Contract Documents, and after ARCHITECT has indicated that the Work is acceptable, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory

to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien. In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" prints for review and approval. Final payment to CONTRACTOR shall not be made until said prints have been reviewed and approved by ARCHITECT. Prior to approval, if necessary, the prints may be returned to CONTRACTOR for changes or modifications and if in the opinion of ARCHITECT they do not represent correct or accurate "AS-BUILTS".

13.8 Final Payment and Acceptance:

- 13.8.1 If, on the basis of ARCHITECT'S observation of the Work during construction and final inspection, and ARCHITECT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ARCHITECT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ARCHITECT will, within ten (10) days after receipt of the final Application for Payment, indicate in writing ARCHITECT'S recommendation of payment and present the Application to OWNER for payment. Thereupon ARCHITECT will give written notice to OWNER and CONTRACTOR that the Work is acceptable. Otherwise, ARCHITECT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ARCHITECT'S recommendation and notice of acceptability, the amount recommended by ARCHITECT will become due and will be paid by OWNER to CONTRACTOR.
- 13.8.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ARCHITECT so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ARCHITECT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ARCHITECT with the Application for such

payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- 13.8.3 Any moneys not paid by OWNER when claimed to be due to CONTRACTOR under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

13.9 CONTRACTOR'S Continuing Obligation:

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ARCHITECT, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ARCHITECT, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

13.10 Waiver of Claims:

The acceptance of final payment shall constitute a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled as of the date of final payment.

13.11 OWNER May Suspend Work:

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and ARCHITECT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in the Contract Documents.

13.12 OWNER May Terminate:

Upon the occurrence of any one or more of the following events:

- 13.12.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if 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.

- 13.12.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- 13.12.3 If CONTRACTOR makes a general assignment for the benefit of creditors.
- 13.12.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of 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 CONTRACTOR'S creditors.
- 13.12.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
- 13.12.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).
- 13.12.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
- 13.12.8 If CONTRACTOR disregards the authority of ARCHITECT and/or PROJECT MANAGER.
- 13.12.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may, after giving CONTRACTOR and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the

Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ARCHITECT and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 13.12.10 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

13.13 Termination for Convenience of OWNER:

Upon seven (7) days written notice delivered by certified mail to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, terminate the agreement for OWNER'S convenience whenever OWNER determines that such termination is in the best interests of OWNER. Where the agreement is terminated for the convenience of OWNER, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of the OWNER under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts, except as they may be necessary, and complete any continued portions of the work.

13.14 Termination by CONTRACTOR:

If the Work should be stopped under an order of any court of other public authority for a period of more than ninety (90) days through no act or fault of CONTRACTOR or of anyone employed by him, or if ARCHITECT fails to review and approve or state in writing reasons for non-approval of any application for payment within thirty (30) days after it is submitted or if OWNER fails to pay CONTRACTOR within thirty (30) days after presentation by ARCHITECT of any sum determined to be due, then CONTRACTOR may, upon ten (10) days written notice to OWNER and ARCHITECT stop Work or terminate this Contract and recover from OWNER, payment for all Work executed and any expense sustained. The provisions of this Paragraph shall not relieve CONTRACTOR of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 14 - NOTICES & COMPUTATION OF TIME

14.1 Giving Notice:

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:

CONTRACTOR:

The business address of CONTRACTOR is: as stated in contract

OWNER: City of Coral Springs

The business address of OWNER is: Coral Springs City Hall
 9500 W. Sample Rd.
 Coral Springs, Florida 33065

14.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days it will be calendar days and it will be computed to exclude the first and include the last day of such period. If the last day of the final amended contract time falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

ARTICLE 15 – MISCELLANEOUS

- 15.1** Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 15.2** The duties and obligations imposed by these Construction Services General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to OWNER and ARCHITECT thereunder, 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 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 the Agreement.

- 15.3** CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
- 15.4** Should any part, term or provision of the Contract Documents be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.
- 15.5** The validity, construction and effect of the Contract Documents shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of the Contract Documents shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

ARTICLE 16 - BONDS AND INSURANCE

16.1 Construction, Payment and Performance Bonds:

Within fifteen (15) calendar days after issuance of Notice of Award, but in any event prior to commencing Work, CONTRACTOR shall execute and furnish to OWNER a performance bond and a payment bond, each written by a corporate surety authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide OWNER with evidence satisfactory to OWNER, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability A

Financial Size VIII

Two (2) separate bonds are required and both must be approved by the City Commission. The penal sum stated in each bond shall be the amount equal to the total amount payable under the Contract. The performance bond shall be conditioned that CONTRACTOR perform the Contract in the time and manner prescribed in the Contract. The payment bond shall be conditioned that CONTRACTOR promptly make payments to all persons who supply CONTRACTOR with labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save and hold harmless OWNER to the extent of any and all payments in connection with the carrying out of said Contract which OWNER may be required to make under the law.

16.2 Bonds; Reduction After Final Payment:

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Contract, upon notification by the OWNER except in Contracts which are concerned solely with demolition Work, in which case the twenty five percent (25%) shall not be applicable.

16.3 Duty to Substitute Surety:

If the surety on any Bond furnished by 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 other applicable laws or regulations, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

16.4 INSURANCE

16.4.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

16.4.2 **PRIOR TO AWARD OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL**

BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the OWNER. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to OWNER by certified mail.

16.4.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

- (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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- (c) Comprehensive General Liability with the following minimum limits of liability:

\$2,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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- (d) CONTRACTOR shall provide Builder's Risk Insurance in an amount not less than THE REPLACEMENT COST for the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than five thousand and xx/100 dollars (\$5,000.00) per claim.

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

16.4.4 CONTRACTOR shall maintain the Products/Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish OWNER with evidence of continuation of such insurance at final payment.

16.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

16.4.6 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million Dollars (\$2,000,000) for each category), and the Successful Bidder shall provide verification thereof to OWNER upon request of OWNER.

16.4.7 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against OWNER with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above described insurance.

16.4.8 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against OWNER for payment or assessments in any form on any policy of insurance.

16.4.9 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which OWNER is named as an additional named insured shall not apply

to OWNER. OWNER shall provide written notice of occurrence within fifteen (15) working days of OWNER's actual notice of such an event.

- 16.4.10 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 6.4.11 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of OWNER.
- 16.4.12 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

16.5 OWNER'S Liability and Insurance:

OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

ARTICLE 17 – RECORDS AND AUDIT

- 17.1 OWNER reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by OWNER. If required by OWNER, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by OWNER. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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 THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

17.2 CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

17.2.1 Keep and maintain public records required by the OWNER to perform the service.

17.2.2 Upon request from the OWNER'S custodian of public records, provide the OWNER 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, or as otherwise provided by law or OWNER policy.

17.2.3 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 the contract if the CONTRACTOR does not transfer the records to the OWNER.

17.2.4 Upon completion of the contract, transfer, at no cost, to the OWNER all public records in possession of CONTRACTOR or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the 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 the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

17.3 REQUEST FOR NONCOMPLIANCE

17.3.1 A request to inspect or copy public records relating to a OWNER's contract for services must be made directly to the OWNER. If the OWNER does not possess the requested records, the OWNER shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the OWNER or allow the records to be inspected or copied within a reasonable amount of time.

17.3.2 If a CONTRACTOR does not comply with the OWNER's request for records, the CITY shall enforce the contract provisions in accordance with the contract.

17.3.3 A CONTRACTOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Section 119.10.

17.4 CIVIL ACTION

17.4.1 If a civil action is filed against a CONTRACTOR to compel production of public records relating to a OWNER'S contract for services, the court shall assess an award

against the CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that the CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the CONTRACTOR has not complied with the request, to the OWNER and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to the OWNER'S custodian of public records and to the CONTRACTOR at the CONTRACTOR's address listed on its contract with the OWNER or to the CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 01010**SUMMARY OF WORK****PART 1 SCOPE OF WORK****1.01 GENERAL**

- A. The scope of work for this Annual Contract for Utility Construction Services includes, but is not limited to: general repairs made to the CITY's Water Distribution, Wastewater Collection and Force Main Systems on an 'as needed basis.' The scope consists of planned or emergency repairs to various sizes of gravity sewer main; ductile iron pipe for force mains and water distribution lines; and concrete structures for water, wastewater and force main systems in accordance with the City Specifications and Standard Details. Set up and monitoring of bypass pumping; dewatering systems; sheeting; shoring; plating; testing; maintenance of traffic (M.O.T.); permitting (when required); restoration related to landscaping, asphalt and concrete work, pavement markings and signage, traffic signal loops, and closure may also be required as needed. The work shall be performed at various locations throughout the City and extended service areas.
- B. The CONTRACTOR shall be responsible for coordinating all construction activities with access to and the everyday activities associated with existing facility access.
- C. The CONTRACTOR will be responsible for the project(s) from Notice to Proceed through Contract Closeout.
- D. Project components' description, general and specific design criteria, and overall project administrative items shall be as specified herein.
- E. The Water and Wastewater Systems Standard Specifications and Details contained herein this bid have been provided to establish the level of quality required for this project. It shall be the responsibility of the CONTRACTOR to coordinate and select materials, equipment, and miscellaneous items that meet the design criteria and the specified requirements.

1.02 GENERAL DESCRIPTION OF THE WORK

- A. The scope of work for this Annual Contract for Utility Construction Services includes, but is not limited to: general repairs made to the CITY's Water Distribution, Wastewater Collection and Force Main Systems on an 'as needed basis.' The scope consists of planned or emergency repairs to various sizes of gravity sewer main; force mains and water distribution lines; and concrete structures for water, wastewater and force main systems in accordance with the City Specifications and Standard Details. Set up and monitoring of bypass pumping; dewatering systems; sheeting; shoring; plating; testing; maintenance of traffic (M.O.T.); permitting (when required); restoration related to landscaping, asphalt and concrete work, pavement markings and signage, and closure may also be required as needed. The work shall be performed at various locations throughout the City and extended service areas.

EXHIBIT B

1.03 DESCRIPTION OF PROPOSED PROJECT COMPONENTS

- A. There are no specific description of proposed project components due to the wide range of planned or emergency possibilities for three different systems; i.e. water, wastewater, and force mains.

1.04 ALTERNATE ITEMS

- A. Not Used.

1.05 CONTRACT TIME

- A. Initial Annual Contract shall be for a period of two (2) years.
- B. Contract is mutually renewable for two (2) additional two (2) year annual extension(s) for a total additional four (4) years.
- C. Maximum length of contract is six (6) years.
- D. Bid Schedule line items may be adjusted per the Consumer Price Index (CPI) for this type of work on an annual basis after the first two (2) years.

1.06 CONTRACT MILESTONES (ESTIMATED)

- A. The following milestones shall be allowed for the CONTRACTOR to complete this work for planned repairs:

<u>Activity Number</u>	<u>Milestone Activity Description</u>
1.	Notice to Proceed
2.	Shop Drawing Submittal and Permitting
3.	OWNER/ENGINEER review and approval
4.	Material Procurement
5.	Construction
6.	Testing
7.	Project Closeout

- B. Emergency repairs are to be evaluated on case by case basis using the Bid Schedule with an immediate Notice to Proceed.

1.07 PERMITS

- A. The OWNER has applied for the following permits for the design and construction of these facilities:

1. None.

- B. Pursuant to the Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must apply for, obtain and pay during this project are as follows:

1. Permit fee(s) reimbursement must provide permit receipt.

1.08 SPECIAL PROJECT CONSIDERATIONS

- A. CONTRACTOR shall maintain existing services capabilities at all times via proposed or existing systems.
- B. Temporary shutdowns of existing mains may be required for replacement/repair of existing system. CONTRACTOR shall coordinate these requirements with the CITY a minimum of 48 hours in advance.
- C. CONTRACTOR shall provide bypass pumping, dewatering, sheeting, shoring, or any other temporary construction method required to properly complete the work.

1.09 ALLOWANCES

- A. The CONTRACTOR shall include in the proposal, the Lump Sum allowances itemized below to establish a fund which shall be used only by the CONTRACTOR with the specific approval of the ENGINEER to pay the cost of items not called for in these Specifications which cannot be anticipated at the time of Proposal. Payment for items of allowance shall be made with approval of CITY and ENGINEER, only. Any unused balance of allowance shall revert to the CITY upon completion of the Work.

- 1. An allowance equal to 5% of the approved planned work estimate shall be added to the PO.

1.10 WARRANTY

- A. The CONTRACTOR shall warrant the system(s) and component(s) being supplied and installed to the CITY against defects in workmanship and materials for a period of one (1) year under normal use, operation and service. Warranty period shall begin with Date of Project Closeout and acceptance. Individual warranty periods shall be established for each project site.

Warranty shall be full unlimited (all peril) 100% labor and materials for entire one (1) year period. No limited or pro-rated warranty conditions are acceptable.

PART 2 DESIGN CRITERIA**2.01 GENERAL DESIGN CRITERIA**

- A. City of Coral Springs Water and Wastewater Systems Standard Specifications and Details, dated February 5, 2019, apply to work contemplated under this contract.
- B. City of Coral Springs Water and Wastewater Systems Standard Specifications and Details, dated February 5, 2019, can be downloaded from the following URL/Link:

<https://www.coral Springs.org/home/showdocument?id=1872>

PART 3 EXECUTION

3.01 GENERAL CATEGORIES OF WORK AND/OR PROJECTS

- A. There are two (2) categories of work anticipated under this contract as follows:
 - 1. Emergency: work requiring immediate attention of annual utility CONTRACTOR.
 - 2. Planned: project work planned and permitted by CITY and ENGINEER.

3.02 EMERGENCY WORK

- A. Emergency work consisting of any urgent repair to CITY's Utility System resulting from system failure or failure caused by other mechanism.
- B. Upon notice, annual utility CONTRACTOR must respond with appropriate labor and equipment within 4 hours.
- C. Cost of work shall be calculated by Bid Schedule and Section 01025 - Measurement and Payment.
- D. Units of work completed shall be tracked by OWNER and CONTRACTOR.

3.03 PLANNED WORK

- A. OWNER/ENGINEER shall prepare drawings of proposed utility improvement.
- B. OWNER/ENGINEER shall apply for and obtain all regulatory agency permits.
- C. Permitted drawings shall include: estimated quantities per Bid Schedule; specific permit requirements; general maintenance of traffic (MOT) requirements; time frame for completing work; specific project requirements, concerns, or constraints and, where applicable, a sequence of events.
- D. Upon receipt of permitted drawing set CONTRACTOR shall:
 - 1. Prepare estimated cost based on schedule of values.
 - 2. Submit estimate to CITY/ENGINEER for review.
 - 3. Upon approval of estimate, CITY will issue a Purchase Order (PO) and Notice to Proceed.
 - 4. CONTRACTOR shall finalize all permit requirements indicated and complete shop drawings and material procurement.
 - 5. CONTRACTOR to complete work.
 - 6. CONTRACTOR shall submit Project Closeout documents.

3.04 NIGHTTIME WORK

- A. Nighttime work is defined as planned work required to be completed during the daily time period of 7:00 PM to 7:00 AM.

- B. CONTRACTOR shall be responsible for providing all lighting and other incidentals required to work within the above time frame, when required.

END OF SECTION

SECTION 01025**MEASUREMENT AND PAYMENT****PART 1 GENERAL****1.01 SCOPE**

- A. Payment for the various items in the Bid Schedule, as further specified herein, shall include all compensation to be received by CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with requirements of the Bid/Contract Documents, including all appurtenances thereto, and including all costs of compliance with regulations of public agencies having jurisdiction, including Health and Safety Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), and all CONTRACTOR overhead and profit. No separate payment shall be made for any item that is not specifically set forth in the Contract, and all costs therefore, shall be included in prices named in the Contract for various appurtenant items of the Work.
- B. The CONTRACTOR understands and accepts that full payment for the Work under this Utility Contract is based on his/her unit prices listed in the Bid Schedule and that these unit prices are independent of the exact quantities involved for each Utility Contract Project Purchase Order. Furthermore, the CONTRACTOR agrees that his/her Bid Schedule unit prices represent a true measure of the equipment, labor and materials required to perform the Work for any of the Utility Contract Project Purchase Orders in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details and including, but not limited to, allowances for overhead and profit.

1.02 PROJECT MOBILIZATION/DEMobilIZATION (Bid Item 1)

- A. Mobilization shall include but not be limited to the following principle items:
1. Moving on to site of all CONTRACTOR's equipment required for the Utility Contract assigned task operation.
 2. Providing on-site sanitary facilities as required.
 3. Arranging for, and setup of, CONTRACTOR's work and storage yard as needed by CONTRACTOR.
 4. Submittal of all required CONTRACTOR insurance certificates and bonds.
 5. Obtaining all required permits.
 6. Posting all OSHA required notices and establishment of safety programs at the jobsite.
 7. Have CONTRACTOR's superintendent at job site full time.

Demobilization shall include but not be limited to the following principle items:

1. Removal of all temporary construction facilities.
2. Removal of all equipment and excess materials.
3. Cleanup and restoration of the CONTRACTOR's work and storage yard to conditions existing prior to construction.

- B. Cost for mobilization/demobilization shall be included in the various line items of work listed in the Bid Schedule. This apportioned amount shall be as determined by the bidders based on experience for completing the units of work listed herein.

1.03 AS-BUILT RECORD DRAWINGS (Bid Item 2)

- A. As-built record drawings shall be completed by bidder, reviewed, and accepted by ENGINEER all in accordance with the requirements of the applicable regulatory agencies.
- B. CONTRACTOR shall apportion the cost of preparation of post construction as-built record drawings to the work bid items listed herein.

1.04 SUE FOR POSSIBLE CONFLICT RESOLUTION (Bid Item 3)

- A. Measurement for payment for providing SUE services shall be based upon the number of vacuum test holes completed, documented and restored.
- B. Payment for providing SUE utility locations/verification services shall be made at the unit cost named in the Bid Form. Said unit cost shall constitute as full compensation for all SUE requirements including but not limited to mobilization, completion of the vacuum test hole, restoration of the vacuum test hole to conditions existing prior to completing the hole, preparing and submitting a report of finding to CITY and ENGINEER, and all other appurtenant work to complete a test hole.
- C. If SUE work is determined to be needed, a minimum of five (5) test holes will be requested per planned project.
- D. Coordination of existing utility locations/verifications/markings through Sunshine 811 shall not be included within this line item and shall be provided at no cost to the CITY.

1.05 NPDES GENERAL CONSTRUCTION PERMIT COMPLIANCE (Bid Item 4)

- A. CONTRACTOR shall meet all NPDES general construction permit compliance requirements to complete the work associated with the listed bid items.
- B. NPDES work requirements may include, may not be limited to, prevention of erosion and siltation of waterways and storm sewer systems by provision of artificial coverings; mowing; sandbagging; slope drains; sediment basins; sediment basin cleanout; baled hay or straw; floating turbidity barriers; staked turbidity barriers; staked silt fences; and all other appurtenant work requirements.
- C. This item includes all work required by the NPDES Permit inclusive of preparation of Notice of Intent documents, preparation of Pollution Prevention Plan and the Notice of Termination.
- D. Cost of this work shall be apportioned to the various bid items listed in the Bid Schedule.

1.06 MAINTENANCE OF TRAFFIC (Bid Item 5)

- A. Measurement for payment for providing and furnishing maintenance of traffic shall be based upon units of use provided in Bid Schedule.

- C. Payment for providing and furnishing maintenance of traffic shall be made at the Bid Schedule Unit Price named, which shall constitute as full compensation for all such maintenance of traffic complete, including all maintenance of traffic plan preparation and approval; placement and removal of barricades, warning signs, arrow boards and other control devices; flagmen; all necessary public notifications; and all other appurtenant work.
- D. This Bid Item No. is inclusive of maintenance of vehicular and pedestrian traffic, as applicable.
- E. MOT for non-linear point repairs shall be defined as localized work areas not inclusive of pipeline installation. Examples of this type of work would be a valve replacement, water service replacement, manhole replacement, air release valve replacement, or other such specific location type of work.

1.07 FURNISH AND INSTALL SOD (Bid Item 6)

- A. Measurement for payment for furnishing and installing sod shall be based upon the linear feet of surface required to cover any disturbed area, as measured along centerline of pipe.
- B. Payment for sod shall be made at the Bid Schedule unit price named, which shall constitute as full compensation for all labor, material and equipment required to furnish and install sod and maintain said sod installations until final completion of project. Payment for sod shall be per linear foot of area disturbed as measured along centerline of pipe.
- C. Sod selection shall be Bahia or St. Augustine matching existing area.

1.08 ROADWAY RECONSTRUCTION FOR THOROUGHFARE ROADS (Bid Item 7)

- A. Measurement for payment for roadway reconstruction of thoroughfare roads shall be per square yard of roadway reconstructed.
- B. Payment for roadway reconstruction (thoroughfare) shall be made at the unit price per square yard named in the Bid Schedule, which shall constitute full compensation for roadway reconstruction. Work shall be inclusive of subbase preparation; placement and compaction of limerock base materials; saw cutting edges of abutting pavement; final grading; compaction of subbase and base materials; application of prime coat; application of tack coat; placement of asphalt structure course; placement of final asphaltic friction course; and all other appurtenant work.
- C. This bid item shall apply to those roadways as maintained by Broward County and/or the Florida Department of Transportation.

1.09 ROADWAY RECONSTRUCTION FOR NON-THOROUGHFARE ROADS (Bid Item 8)

- A. Measurement for payment for roadway reconstruction of non-thoroughfare roads shall be per square yard of roadway reconstructed.
- B. Payment for roadway reconstruction (non-thoroughfare) shall be made at the unit price per square yard named in the Bid Schedule, which shall constitute full compensation for roadway reconstruction. Work shall be

inclusive of subbase preparation; placement and compaction of limerock base materials; saw cutting edges of abutting pavement; final grading; compaction of subbase and base materials; application of prime coat; application of tack coat; placement of asphalt structure course; placement of final asphaltic friction course; and all other appurtenant work.

- C. This unit line item shall apply to roadways as owned and maintained by the City of Coral Springs.

1.10 ASPHALT PAVEMENT REMOVAL, DISPOSAL AND RESTORATION (Bid Item 9)

- A. Measurement for asphalt pavement removal, disposal and patch shall be based upon square yards of scheduled work completed in conjunction with utility repair and/or installation.
- B. Payment for asphalt pavement removal and patching shall be made at the unit price per square yard named in the Bid Schedule. This payment shall constitute full compensation for saw cutting and removal of existing pavement, preparation of preparation and compaction of subbase; placement and compaction of limerock base material; placement and compaction of asphalt surface and friction courses; application of prime coat and tack coat; and all other appurtenant work.
- C. These units of work shall apply to pavement impacted by installation of new linear utilities or impacted by non-linear point repairs.

1.11 FDOT FLOWABLE FILL (Bid Item 10)

- A. Measurements for payment for furnishing and placing of flowable fill as an alternative to compacted soil as approved by the ENGINEER shall be measured for cubic yards provided. Applications for conventional flowable fill may include beddings; encasements; and general backfill for trenches.
- B. Payment will be made at the Contract unit price per cubic yard. Such price and payment will include all cost of the mixture, in place and accepted. No measurement and payment will be made for material placed outside the trench length or for unused or wasted material.

1.12 ASPHALT SIDEWALK AND DRIVEWAY RECONSTRUCTION (Bid Item 11)

- A. Measurement for payment for asphalt sidewalk and drive way reconstruction shall be made at the unit indicated by the Bid Schedule.
- B. Payment for asphalt sidewalk and driveway reconstruction shall be made at the unit cost per square yard named in Bid Schedule. Payment shall constitute as full compensation for saw cutting existing pavement edges, subbase compaction, placement/compaction of limerock base material, placement of asphalt surface course, and all other appurtenant work.
- C. Materials and installation shall be in accordance with the City of Coral Springs Engineering Standards, 2014.

1.13 CONCRETE DRIVEWAY RESTORATION (Bid Item 12)

- A. Measurement for concrete driveway restoration shall be based upon the square footage of concrete driveway impacted and reconstructed.

- B. Payment for concrete driveway reconstruction shall be made at the cost per square foot named in the Bid Schedule. Payment shall constitute as full compensation for saw cutting and removal of existing concrete driveway, preparation of subbase including compaction, formwork, placement of concrete, finishing concrete, curing the concrete surface, and all other appurtenant work.
- C. Materials and installation shall be in accordance with the City of Coral Springs Engineering Standards, 2014.

1.14 CONCRETE CURB RESTORATION (Bid Item 13)

- A. Measurement for payment for concrete curb replacement shall be based upon actual linear feet of curb impacted by the work.
- B. Payment for furnishing and installation of concrete curb shall be made at the Bid Schedule unit price named which shall constitute as full compensation for all labor, equipment, and material required to furnish and install concrete curb, saw cut existing edges, place base materials, compact base materials, compact the subgrade, formwork, concrete, finish work, provision of joints, and all other appurtenant work.
- C. Type of curb replacement shall match existing curb cross section.
- D. Materials and installation shall be in accordance with the City of Coral Springs Engineering Standards, 2014.

1.15 TEMPORARY AND PERMANENT PAVEMENT MARKINGS (Bid Items 14, 15, 16, 17)

- A. Measure for payment for pavement markings shall be based upon the unit indicated in the Bid Schedule.
- B. Payment for completion of pavement markings shall be made at the unit cost per linear foot or square foot named in the Bid Schedule. Payment shall constitute as full compensation for all labor, equipment, mobilization and demobilization, pavement marking layout, right-of-way agency coordination, application of temporary pavement markings, application of final permanent pavement markings, and all other appurtenant work.
- C. The linear footage of lane striping shall be inclusive of lane dividing line, edges of pavement markings, and all other linear traffic lane markings regardless of color. Measurement for pavement arrows, stop bars, text markings and the like shall be based upon the estimated square footage of material applied.

1.16 PAVER DRIVE RESTORATION (Bid Item 18)

- A. Measurement for payment for paver driveway restoration shall be based upon the square footage of paver drive impacted.
- B. Payment for paver drive restoration shall be based upon the unit cost of square foot named in the Bid Schedule. The unit price schedule shall constitute as full compensation for removal of existing pavers, temporary storage of existing pavers, subbase compaction of impacted area, replacement of new base sand and grading of base sand for impacted area,

reinstallation of stored existing pavers, finish sanding of reinstalled pavers, and all other appurtenant work.

- C. Materials and installation shall be in accordance with the City of Coral Springs Engineering Standards, 2014.

1.17 MILLING AND ASPHALT OVERLAY (Bid Item 19)

- A. Measurement for payment for existing pavement milling and asphaltic concrete overlay shall be based upon the total square yards of milling and overlay in place and accepted.
- B. Payment for furnishing and installing milling and asphaltic overlay shall be made at the unit price per square yard named. Payment shall constitute as full compensation for all such existing pavement milling and asphaltic overlay complete in place and including leveling of unacceptable areas, repairing of the patch or pavement edges, sweeping, applying the tack coat, and all other appurtenant work.
- C. Payment shall also include compensation for the lawful disposal of all milled materials.
- D. Materials and installation shall be in accordance with the City of Coral Springs Engineering Standards, 2014.

1.18 CONCRETE SIDEWALK RECONSTRUCTION (Bid Item 20)

- A. Measurement for payment for concrete sidewalk restoration shall be based upon the square footage of sidewalk by thickness completed.
- B. Payment for concrete sidewalk restoration shall be made at the unit prices named in the Bid Schedule by thickness of sidewalk. Payment shall constitute as full compensation for saw cutting existing concrete sidewalk, removal of existing concrete sidewalk, compaction of subbase, formwork, placement of concrete, concrete finishing, saw cutting and construction of sidewalk joints, curing of completed concrete, and all other appurtenant work.
- C. Materials and installation shall be in accordance with the City of Coral Springs Engineering Standards, 2014.

1.19 FURNISH AND INSTALL CEMENT-LINED DIP WATER MAIN (Bid Item 21)

- A. Measurement for payment for installing water main with push-on joints shall be based upon the number of linear feet of such water main actually installed as determined by measurement along the centerline of the pipe in place including fittings and valves.
- B. Payment for installing the water main with push-on joints shall be made at the bid schedule unit price per linear foot of pipe named, which shall constitute as full compensation for furnishing, placing all such pipe, complete in place, and including all survey work for layout; earthwork, trench excavation, and backfill and dewatering as required; disposal of waste and excess material; hydrostatic pressure testing, disinfection; cleanup; repair of damage to existing utilities; preconstruction videotaping, and all other appurtenant work.
- C. This Bid Item No. must be selected, furnished, and installed in accordance

with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.20 FURNISH AND INSTALL GATE VALVES AND BOXES, COMPLETE (Bid Item 22)

- A. Measurement for payment for furnishing and installing resilient seat gate valves and boxes shall be based upon the actual quantity of such valves and boxes furnished and installed for buried service.
- B. Payment for furnishing and installing resilient seat gate valves and boxes shall be made at the Bid Schedule Unit Price named for each valve and box furnished, installed and accepted. Payment shall constitute as full compensation for all labor, equipment and material required to furnish and install plug valves and boxes.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Specifications and Details.

1.21 FURNISH AND INSTALL BUTTERFLY VALVES AND BOXES, COMPLETE (Bid Item 23)

- A. Measurement for payment for furnishing and installing butterfly gate valves and boxes shall be based upon the actual quantity of such valves and boxes furnished and installed for buried service.
- A. Payment for furnishing and installing butterfly gate valves and boxes shall be made at the Bid Schedule Unit Price named for each valve and box furnished, installed and accepted. Payment shall constitute as full compensation for all labor, equipment and material required to furnish and install butterfly valves and boxes.
- B. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Specifications and Details.

1.22 FURNISH AND INSTALL TAPPING SLEEVE AND TAPPING VALVE, AND VALVE BOX, COMPLETE (Bid Item 24)

- A. Measurement for payment for furnishing and installing tapping sleeves and valves shall be based upon actual quantity of tapping sleeves and valves installed complete.
- B. Payment for furnishing and installing tapping sleeves and valves shall be made at the Bid Schedule Unit Price named for each assembly furnished, installed, tested, tapped and accepted. Payment shall constitute as full compensation for all labor, equipment and material required to furnish and install the tapping assemblies complete with concrete reaction blocking, including existing pipe cleanout with wire brush and pipe swabbing using calcium hypochlorite or sodium hypochlorite solution.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Specifications and Details.

1.23 FURNISH AND INSTALL FIRE HYDRANT ASSEMBLIES (Bid Item 25)

- A. Measurement for payment for installing fire hydrants assemblies with

auxiliary valve and box shall be based upon the actual quantity of such fire hydrants with MJ tee, connecting piping, thrust restraint, auxiliary valve and box installed.

- B. Payment for installing fire hydrants with tee, connecting piping, thrust restraint, auxiliary gate valve and box shall be made at the Bid Schedule Unit Price named for fire hydrant assemblies installed and accepted. Payment shall constitute as full compensation for all labor, equipment, and material required to install fire hydrant assemblies with auxiliary valve and box.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Specifications and Details.

1.24 DISCONNECTION, REMOVAL AND ABANDONMENT OF EXISTING WATER SYSTEM COMPONENTS, COMPLETE (Bid Item No. 26)

- A. Measurement for payment for completing disconnection, removal and abandonment of existing water system components (valves and fire hydrants) shall be based on actual quantity of scheduled abandonments completed.
- B. Payment for completing disconnection, removal and abandonment of existing water system components will be made at the Contract price per abandonment type named. Unit price will constitute as full compensation to complete each abandonment type including all labor, equipment, material, and all other appurtenant work.
- C. Payment for this item shall include all specified temporary and final surface restoration requirements. CONTRACTOR shall review and verify restoration requirements.

1.25 FURNISH AND INSTALL WATER MAIN LINE STOPS, COMPLETE (Bid Item 27)

- A. Measurement for payment for furnishing and installing water main line stops shall be based upon the actual quantity of line stops furnished and installed for buried service.
- B. Payment for furnishing and installing water main line stops shall be made at the Bid Schedule Unit Price named for each size line stop furnished, installed and accepted. Payment shall constitute as full compensation for labor, equipment and material required to furnish, install, remove line stops, complete, and all other appurtenant work.

1.26 FURNISH AND INSTALL WATER MAIN INSERTION VALVES AND BOXES, COMPLETE (Bid Item 28)

- A. Measurement for payment for furnishing and installing water main insertion valves and boxes shall be based upon the actual quantity of such valves and boxes furnished and installed for buried service.
- B. Payment for furnishing and installing water main insertion valves and boxes shall be made at the Bid Schedule Unit Price named for each valve and box furnished, installed and accepted. Payment shall constitute as full compensation for all labor, equipment and materials required to furnish and install insertion valves and boxes, and all other appurtenant work.

1.27 FURNISH AND INSTALL WATER SERVICE RE-CONNECTIONS (Bid Item 29)

- A. Measurement for payment for furnishing and installing water service re-connections including service saddle, main line connection (corporation stop), reconnection to existing service line, polyethylene service line, PVC casing, flushing and disinfection of re-connected service shall be based on the actual type and quantity of water services installed.
- A. Payment for furnishing and installing water service re-connections shall be made at the Bid Schedule Unit Price named for each type of water service installed and accepted. Payment shall constitute as full compensation for all labor, equipment and materials required to complete water service re-connections.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.
- D. Installation of PVC casings for road crossings shall be completed by directional drilling only. Use of a compressed air operated missile system shall not be allowed.

1.28 FURNISH AND INSTALL NEW WATER SERVICES (Bid Item 30)

- A. Measurement for payment for furnishing and installing new water services including service saddle, main line connection, brass goods, polyethylene service line, PVC casing, flushing and disinfection of new service shall be based on the actual type and quantity of water services installed.
- B. Payment for furnishing and installing new water services shall be made at the Bid Schedule Unit Price named for each type of water service installed and accepted. Payment shall constitute as full compensation for all labor, equipment and materials required to complete new water services.
- D. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.
- D. Installation of PVC casings for road crossings shall be completed by directional drilling only. Use of a compressed air operated missile system shall not be allowed.

1.29 FURNISH AND INSTALL SAMPLE POINTS (Bid Item 31)

- A. Measurement for payment for installation, bacteriological sampling and removal of sample points shall be based upon the completion of entire work per location completed.
- B. Payment for the installation, bacteriological sampling and removal of each sample point complete, shall be made at the Bid Schedule Unit Price named. Payment shall constitute as full compensation for all labor, equipment, and material required to install and remove each sample point, inclusive of actual sampling and laboratory analysis.

- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.30 FURNISH AND INSTALL CEMENT-LINED DUCTILE IRON FITTINGS AND THRUST RESTRAINT FOR WATER MAINS (Bid Item 32)

- A. Measurement for furnishing and installing ductile iron compact fittings shall be for fittings and accessories installed and accepted based upon body weight of ductile iron compact fittings only, NOT including weight of joint accessories.
- B. Payment for furnishing and installing fittings shall be made at the Bid Schedule Unit Price named for each ton of fittings installed and accepted. Payment shall constitute as full compensation for all labor, equipment, and material required to install fittings, including glands, bolts, gaskets, and thrust restraint.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.31 COMPLETE CONNECTION TO EXISTING SYSTEM (Bid Item 33)

- A. Measurement for payment for completing connections to existing main(s) shall be based upon actual quantity of connections made.
- B. Payment for completing connections shall be made at the Bid Schedule Unit Price per named. Payment shall constitute as full compensation to construct cut-in connections, complete in place, including all labor, equipment, transition gaskets, miscellaneous materials required for the connection, including existing pipe cleanout with wire brush and pipe swabbing using calcium hypochlorite or sodium hypochlorite solution, and all other appurtenant work.
- C. Fittings shall be provided/included under Bid Item 32.
- D. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.32 ABANDON AND GROUT EXISTING WATER MAIN, COMPLETE (Bid Item 34)

- A. Measurement for payment for abandonment of existing water main system shall be based upon the number of linear feet of such water main actually abandoned in place, including grouting of the pipe.
- B. Payment for abandonment of existing water main system shall be made at the Bid Schedule Unit Price named and shall constitute as full compensation for all labor, equipment and material for abandonment of existing water main system, complete, inclusive of existing piping, flushing, grouting of pipe, capping ends, and all other appurtenant work.

1.33 FURNISH AND INSTALL SDR 35 PVC SANITARY SEWER (Bid Items 35, 36, 37)

- A. Measurement for payment for furnishing and installing SDR 35 sanitary sewer collection piping shall be based upon the number of linear feet

of pipe actually installed per depth category named, as determined by measurement along the centerline of the pipe in place.

- B. Payment for furnishing and installing SDR 35 sanitary sewer collection piping shall be made at the Bid Schedule Unit Price per linear foot of pipe per depth and material category named. Payment shall constitute as full compensation for all labor, equipment and materials as required for placing all sanitary sewer collection piping, complete in place, including all layout, excavation, bedding, dewatering, backfilling and compaction, cleaning, lamping, preconstruction videotaping, disposal of excess materials, cleanup, and all other appurtenant work, including dewatering systems installation, removal and operation when required.
- C. All sanitary sewer collection piping must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.34 FURNISH AND INSTALL SDR 26 PVC SANITARY SEWER (Bid Items 38, 39, 40)

- A. Measurement for payment for furnishing and installing SDR 26 sanitary sewer collection piping shall be based upon the number of linear feet of pipe actually installed per depth category named, as determined by measurement along the centerline of the pipe in place.
- B. Payment for furnishing and installing SDR 26 sanitary sewer collection piping shall be made at the Bid Schedule Unit Price per linear foot of pipe per depth and material category named. Payment shall constitute as full compensation for all labor, equipment and materials as required for placing all sanitary sewer collection piping, complete in place, including all layout, excavation, bedding, dewatering, backfilling and compaction, cleaning, lamping, preconstruction videotaping, disposal of excess materials, cleanup, and all other appurtenant work, including dewatering systems installation, removal and operation when required.
- C. All sanitary sewer collection piping must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.35 FURNISH AND INSTALL SANITARY SERVICE LATERALS (Bid Items 41, 42)

- A. Measurement for payment for furnishing and installing sanitary service laterals shall be based upon the actual type and quantity of single or double service laterals installed.
- B. Payment for furnishing and installing sanitary service laterals shall be made at the Bid Schedule Unit Price per type of single or double lateral installed. Payment shall constitute as full compensation for furnishing and installing service laterals complete in place including all earthwork, bedding, dewatering, fittings, connections, cleanouts, adjustments, backfilling, cleanup and all other appurtenant work.
- C. All sanitary service laterals must be furnished and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.36 FURNISH AND INSTALL PRECAST CONCRETE SANITARY MANHOLES (Bid Item 43)

- A. Measurement for payment for furnishing and installing precast concrete sanitary manholes shall be based upon actual quantity installed per depth category named.
- B. Payment for furnishing and installing precast concrete manholes shall be made at the Bid Schedule Unit Price per manhole per depth category named. Payment shall constitute as full compensation for furnishing and installing manholes, complete in place, and including all earthwork, dewatering, grouting, protective coatings, manhole lids and frames, connections, adjustments, backfilling, cleanup and all other appurtenant work.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.37 FURNISH AND INSTALL PRECAST CONCRETE DOG HOUSE MANHOLES (Bid Item 44)

- A. Measurement for payment for furnishing and installing precast concrete sanitary dog house manholes shall be based upon actual quantity installed per depth category named.
- B. Payment for furnishing and installing precast concrete dog house manholes shall be made at the Bid Schedule Unit Price per manhole per depth category named. Payment shall constitute as full compensation for furnishing and installing manholes, complete in place, and including all earthwork, dewatering, grouting, protective coatings, manhole lids and frames, connections, adjustments, backfilling, cleanup and all other appurtenant work.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.38 FURNISH AND INSTALL EXTERIOR DROP FOR SANITARY MANHOLE, COMPLETE, (Bid Item 45)

- A. Measurement for payment for furnishing and installing an exterior drop shall be based upon actual quantity installed.
- B. Payment for furnishing and installing an exterior drop shall be made at the Bid Schedule Unit Price named and shall constitute as full compensation for furnishing and installing drops, including all labor, materials and equipment necessary for a complete connection to a manhole.
- C. All exterior drops for sanitary manholes must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.39 CONNECT NEW GRAVITY SEWER TO EXISTING MANHOLE, COMPLETE (Bid Item 46)

- A. Measurement for payment for furnishing and connecting new gravity main to existing manhole structure shall be based upon actual quantity installed per depth category named.

- B. Payment for furnishing and connecting new gravity main to existing manhole structure shall be made at the Bid Schedule Unit Price per connection per depth category named. Payment shall constitute as full compensation for furnishing and connecting new main, complete in place, including all earthwork, dewatering, concrete coring, manhole couplings, grouting, new flow channels (benches), coating, backfilling, cleanup and all other appurtenant work.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.40 ABANDON EXISTING SANITARY MANHOLES, COMPLETE (Bid Item 47)

- A. Measurement for payment for abandoning existing sanitary manholes shall be based upon the actual number of existing manholes abandoned in place.
- B. Payment for abandonment of existing sanitary manholes shall be made at the Bid Schedule Unit Price and shall constitute as full compensation for all labor, materials, and equipment to remove manhole top riser, grout fill and cap existing manhole. Also included in this item is backfilling and compaction complete in place to finish subgrade of road, or grade of non-paved area(s), and all other appurtenant work.

1.41 ABANDON AND GROUT EXISTING SANITARY COLLECTION MAIN, COMPLETE (Bid Item 48)

- A. Measurement for payment for abandonment of existing sanitary collection main shall be based upon the number of linear feet of such sanitary collection main actually abandoned in place including grouting of the pipe.
- B. Payment for abandonment of existing sanitary collection main shall be made at the Bid Schedule Unit Price named and shall constitute as full compensation for all labor, equipment and material for abandonment of existing sanitary collection main, complete, inclusive of existing piping, flushing and grouting of pipe, lawful disposal of sanitary contents of main, and capping ends, and all other appurtenant work.

1.42 FURNISH AND INSTALL EPOXY-LINED DIP FORCE MAIN (Bid Item 49)

- A. Measurement for payment for installing epoxy-lined ductile iron force main shall be based upon the number of linear feet of such force main actually installed, as determined by measurement along the centerline of the pipe in place including fittings and valves.
- B. Payment for installing epoxy-lined ductile iron force main shall be made at the Bid Schedule Unit Price per linear foot of pipe named. Payment shall constitute as full compensation for furnishing, placing all such pipe, complete in place, and including all survey work for layout; earthwork, trench excavation, and backfill and dewatering, disposal of waste and excess material, cleanup, repair of damage to existing utilities, preconstruction videotaping, sprinkler system repair and all other appurtenant work.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.43 FURNISH AND INSTALL PLUG VALVES AND BOXES, COMPLETE (Bid Item 50)

- A. Measurement for payment for furnishing and installing plug valves and boxes shall be based upon the actual quantity of such valves and boxes furnished and installed for buried service.
- B. Payment for furnishing and installing plug valves and boxes shall be made at the Bid Schedule Unit Price named for each valve and box furnished, installed and accepted. Payment shall constitute as full compensation for labor, equipment and material required to furnish and install plug valves and boxes, complete.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.44 FURNISH AND INSTALL FORCE MAIN LINE STOPS, COMPLETE (Bid Item 51)

- A. Measurement for payment for furnishing and installing force main line stops shall be based upon the actual quantity of line stops furnished and installed for buried service.
- B. Payment for furnishing and installing force main line stops shall be made at the Bid Schedule Unit Price named for each size line stop furnished, installed and accepted. Payment shall constitute as full compensation for labor, equipment and material required to furnish, install/remove line stops, complete, and all other appurtenant work.

1.45 FURNISH AND INSTALL FORCE MAIN INSERTION VALVES AND BOXES, COMPLETE (Bid 52)

- A. Measurement for payment for furnishing and installing force main insertion valves and boxes shall be based upon the actual quantity of such valves and boxes furnished and installed for buried service.
- B. Payment for furnishing and installing force main insertion valves and boxes shall be made at the Bid Schedule Unit Price named for each valve and box furnished, installed and accepted. Payment shall constitute as full compensation for labor, equipment and material required to furnish and install insertion valves and boxes, and all other appurtenant work.

1.46 FURNISH AND INSTALL FORCE MAIN TAPPING SLEEVE AND TAPPING VALVE, AND VALVE BOX, COMPLETE (Bid Item 53)

- A. Measurement for payment for furnishing and installing force main tapping sleeves and valves shall be based upon actual quantity of tapping sleeves and valves installed complete.
- B. Payment for furnishing and installing force main tapping sleeves and valves shall be made at the Bid Schedule Unit Price named for each assembly furnished, installed, tested, tapped and accepted. Payment shall constitute as full compensation for all labor, equipment and material required to furnish and install the tapping assemblies complete with concrete reaction blocking.

- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Specifications and Details.

1.47 FURNISH AND INSTALL EPOXY-LINED DUCTILE IRON FITTINGS AND THRUST RESTRAINT FOR FORCE MAINS (Bid Item 54)

- A. Measurement for furnishing and installing epoxy-lined ductile iron compact fittings shall be for fittings and accessories installed and accepted based upon body weight of ductile iron compact fittings only, NOT including weight of joint accessories.
- B. Payment for furnishing and installing epoxy-lined ductile iron fittings shall be made at the Bid Schedule Unit Price named for each ton of fittings installed and accepted. Payment shall constitute as full compensation for labor, equipment, and material required to install fittings, including glands, bolts, gaskets, and thrust restraint.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.48 FORCE MAIN AIR RELEASE ASSEMBLIES (Bid Item 55)

- A. Measurement for payment for furnishing and installing force main air release valve assemblies shall be based on the actual number of air release valve assemblies completed and accepted.
- B. Payment for furnishing and installing force main air release valve assemblies shall be made at the Bid Schedule Unit Price per assembly named. Payment shall constitute as full compensation for all labor, equipment, and materials required to complete the installation including vault structure, manhole ring and cover, piping, fittings, corporation stops, service saddles, air release valve, and all other appurtenant work.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.49 ABANDONMENT AND GROUTING OF EXISTING FORCE MAIN, COMPLETE (Bid Item 56)

- A. Measurement for payment for abandonment of existing force main shall be based upon the number of linear feet of such force main actually abandoned in place, including grouting of the pipe.
- B. Payment for abandonment of existing force main system shall be made at the Bid Schedule Unit Price named and shall constitute as full compensation for all labor, equipment and material for abandonment of existing force main system, complete, inclusive of existing piping, flushing and grouting of pipe, lawful disposal of sanitary contents of main, capping ends, and all other appurtenant work.

1.50 FURNISH AND INSTALL FORCE MAIN TIE-IN CONNECTION (Bid Item 57)

- A. Measurement for payment for tie-in connection to existing system shall be based on actual connections to the main pipe.

- B. Payment for furnishing and installing tie-in connections shall be made at the Bid Schedule Unit Price named for each tie-in connection completed and accepted. Payment shall constitute as full compensation for all labor, equipment and material required to furnish and install the tie-in connection complete with thrust restraints, and all other appurtenant work.
- C. This Bid Item No. must be selected, furnished, and installed in accordance with the City of Coral Springs 2019 Water and Wastewater Systems Standard Specifications and Details.

1.51 DISCONNECTION, REMOVAL AND ABANDONMENT OF EXISTING WASTEWATER TRANSMISSION SYSTEM COMPONENTS, COMPLETE (Bid Item No. 58)

- A. Measurement for payment for completing disconnection, removal and abandonment of existing wastewater transmission system components (valves and ARV assemblies) shall be based on actual quantity of scheduled abandonments completed.
- B. Payment for completing disconnection, removal and abandonment of existing water system components will be made at the Contract price per abandonment type named. Unit price will constitute as full compensation to complete each abandonment type including all labor, equipment, material, and all other appurtenant work.
- C. Payment for this item shall include all specified temporary and final surface restoration requirements. CONTRACTOR shall review and verify restoration requirements.

1.52 MISCELLANEOUS ADJUSTMENT WORK (Bid Item No. 59)

- A. Measurement for payment for completing existing valve box adjustments, existing manhole ring and cover adjustments, and removal and replacement of existing valve boxes shall be based on actual quantities for scheduled work items completed.
- B. Payment for completing adjustments to existing valve boxes or manhole rings and covers, and/or removal and replacement of valve boxes will be made at the Contract unit price per Miscellaneous Adjustment Work type named. Unit price will constitute as full compensation to complete each Miscellaneous Adjustment Work price including all labor, equipment, materials, and all appurtenant work.
- C. Typical adjustment range of existing valve box or existing manhole rings and cover shall be 0" to 6".

1.52 MISCELLANEOUS WORK ALLOWANCE

- A. A Miscellaneous Work Allowance equivalent to 5% of the bidder's subtotal bid amount shall be added and included in the grand total bid.
- B. Application of the Miscellaneous Work Allowance shall be as specified in Section 01010 - Summary of Work.

1.53 INCIDENTAL RESTORATION

- A. No separate or additional payment will be made for repair/replacement of irrigation systems, replacement of signs, mail boxes, maintenance

and/or relocation/replacement of landscaping, trimming of trees, disposal of materials removed, repair of signalization or pedestrian control facilities, protection and support of other utility's facilities and all other restoration required that is not included in the contract documents. The cost for this is to be distributed equally among all applicable contract unit pay items and shall be considered full compensation for labor, equipment and materials.

PART 2 PRODUCTS

NOT USED.

PART 3 EXECUTION

NOT USED.

END OF SECTION

Section 00300-S**BID SCHEDULE****PROJECT IDENTIFICATION**Project Name: Annual Contract for Utility Construction ServicesOWNER's Bid Number: 19-B-063FENGINEER's Project Number: 275-061.GEProject Dated: February 15, 2019**BIDDER**Name: e GT General Contractors LLCAddress: 10191 W Sample Rd - Ste #103Coral Springs, FL 33065**NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID**Name: Antonio AssenzaTelephone Number: (954) 225-3391Email: aassenza@gt-general.com**BID SUBMITTAL DATE:** May 22, 2019

The BIDDER agrees that the unit prices represent a true measure of the labor and materials required to perform each unit of work, including overhead and profit for each type and unit of work called for. The total amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

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Item	Bid Item Description	Qty	Unit	Unit Price	Total
General Conditions					
1	Project Mobilization/Demobilization			Included in Bid Items	
2	As-Built Record Drawings			Included in Bid Items	
3	SUE for possible conflict resolution	1	Test Hole	\$ 2,500.00	\$ 2,500.00
4	NPDES General Construction Permit Compliance			Included in Bid Items	
5	Maintenance of Traffic				
5A	M.O.T. - Residential Street	100	LF/Day	\$ 6.00	\$ 600.00
5B	M.O.T. - City Arterial Roadway	100	LF/Day	\$ 10.00	\$ 1,000.00
5C	M.O.T. - County or State Roadway	100	LF/Day	\$ 18.00	\$ 1,800.00
5D	M.O.T. - For Non-Linear Point Repairs	100	Day	\$ 650.00	\$ 65,000.00
Restoration					
6	Furnish and Install sod	100	LF	\$ 7.00	\$ 700.00
7	Roadway Reconstruction (Thoroughfare)	1	SY	\$ 40.00	\$ 40.00
8	Roadway Reconstruction (Non-Thoroughfare)	1	SY	\$ 60.00	\$ 60.00
9	Asphalt pavement removal, disposal and patch	100	SY	\$ 12.00	\$ 1,200.00
10	FDOT Flowable Fill	100	CY	\$ 100.00	\$ 10,000.00
11	Asphalt driveway reconstruction	100	SY	\$ 6.00	\$ 600.00
12	Concrete driveway reconstruction	100	LF	\$ 15.00	\$ 1,500.00
13	Concrete curb reconstruction	100	LF	\$ 60.00	\$ 6,000.00
14	Temporary Lane Striping Paint Pavement Markings	100	LF	\$ 0.50	\$ 50.00
15	Permanent Lane Striping Thermoplastic Pavement Markings	100	LF	\$ 0.70	\$ 70.00
16	Temporary Paint Pavement Arrows, Stop Bars, Stenciled Text Markings	100	SF	\$ 2.00	\$ 200.00
17	Permanent Thermoplastic Pavement Arrows, Stop Bars, Stenciled Text Markings	100	SF	\$ 4.00	\$ 400.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
18	Paver Drive Restoration (Remove, store, and reinstall pavers)	100	SF	\$ 16.00	\$ 1,600.00
19	Milling and Overlay				
19A	Mill existing pavement (3/4" - 1") including disposal and asphalt overlay	100	SY	\$ 15.00	\$ 1,500.00
19B	Mill existing pavement (1" - 2") including disposal and asphalt overlay	100	SY	\$ 20.00	\$ 2,000.00
20	Concrete Sidewalk Reconstruction				
20A	4-inch thick Concrete sidewalk reconstruction	100	SF	\$ 3.00	\$ 300.00
20B	6-inch thick Concrete sidewalk reconstruction	100	SF	\$ 8.00	\$ 800.00
Water Distribution					
21	Furnish and Install Cement-lined Ductile Iron Pipe Water Main				
21A	4" DIP	100	LF	\$ 40.00	\$ 4,000.00
21B	6" DIP	100	LF	\$ 45.00	\$ 4,500.00
21C	8" DIP	100	LF	\$ 50.00	\$ 5,000.00
21D	10" DIP	100	LF	\$ 55.00	\$ 5,500.00
21E	12" DIP	100	LF	\$ 65.00	\$ 6,500.00
21F	16" DIP	100	LF	\$ 80.00	\$ 8,000.00
21G	18" DIP	100	LF	\$ 100.00	\$ 10,000.00
21H	20" DIP	100	LF	\$ 125.00	\$ 12,500.00
21I	24" DIP	100	LF	\$ 140.00	\$ 14,000.00
22	Furnish and Install Gate Valve & Valve Box				
22A	4" Gate Valve & Box	1	EA	\$ 1,000.00	\$ 1,000.00
22B	6" Gate Valve & Box	1	EA	\$ 1,200.00	\$ 1,200.00
22C	8" Gate Valve & Box	1	EA	\$ 1,700.00	\$ 1,700.00
22D	10" Gate Valve & Box	1	EA	\$ 2,500.00	\$ 2,500.00
22E	12" Gate Valve & Box	1	EA	\$ 3,700.00	\$ 3,700.00
22F	16" Gate Valve & Box	1	EA	\$ 10,000.00	\$ 10,000.00
22G	18" Gate Valve & Box	1	EA	\$ 15,000.00	\$ 15,000.00
23	Furnish and Install Butterfly Valve & Valve Box (Water Main)				
23A	12" Butterfly Valve & Box	1	EA	\$ 6,500.00	\$ 6,500.00
23B	16" Butterfly Valve & Box	1	EA	\$ 7,600.00	\$ 7,600.00
23C	18" Butterfly Valve & Box	1	EA	\$ 8,800.00	\$ 8,800.00
23D	20" Butterfly Valve & Box	1	EA	\$ 12,000.00	\$ 12,000.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
23E	24" Butterfly Valve & Box	1	EA	\$ 15,000.00	\$ 15,000.00
24	Furnish and Install Tapping Sleeve w/ Valve & Valve Box (Water Main)				
24A	6" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 1,800.00	\$ 1,800.00
24B	6" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 2,000.00	\$ 2,000.00
24C	8" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 1,900.00	\$ 1,900.00
24D	8" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 2,200.00	\$ 2,200.00
24E	8" Tapping Sleeve w/ 8" Valve & Valve Box	1	EA	\$ 2,500.00	\$ 2,500.00
24F	10" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 3,000.00	\$ 3,000.00
24G	10" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 3,200.00	\$ 3,200.00
24H	10" Tapping Sleeve w/ 8" Valve & Valve Box	1	EA	\$ 3,500.00	\$ 3,500.00
24I	12" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 3,000.00	\$ 3,000.00
24J	12" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 3,200.00	\$ 3,200.00
24K	12" Tapping Sleeve w/ 8" Valve & Valve Box	1	EA	\$ 3,500.00	\$ 3,500.00
24L	12" Tapping Sleeve w/ 10" Valve & Valve Box	1	EA	\$ 5,500.00	\$ 5,500.00
25	Fire Hydrant Assembly with Auxiliary Valve, complete.	1	EA	\$ 8,500.00	\$ 8,500.00
26	Disconnection, Removal and Abandonment of Existing Water System Components				
26A	Valves	1	EA	\$ 2,000.00	\$ 2,000.00
26B	Fire Hydrants	1	EA	\$ 2,250.00	\$ 2,250.00
27	Furnish and Install Line Stop				
27A	4" Insertion Line Stop	1	EA	\$ 5,000.00	\$ 5,000.00
27B	8" Insertion Line Stop	1	EA	\$ 5,500.00	\$ 5,500.00
27C	10" Insertion Line Stop	1	EA	\$ 6,000.00	\$ 6,000.00
27D	12" Insertion Line Stop	1	EA	\$ 6,500.00	\$ 6,500.00
27E	16" Insertion Line Stop	1	EA	\$ 8,000.00	\$ 8,000.00
27F	18" Insertion Line Stop	1	EA	\$ 8,500.00	\$ 8,500.00
27G	20" Insertion Line Stop	1	EA	\$ 10,000.00	\$ 10,000.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
27H	24" Insertion Line Stop	1	EA	\$ 13,500.00	\$ 13,500.00
28	Furnish and Install Insertion Valve & Valve Box				
28A	4" Insertion Valve & Box	1	EA	\$ 2,500.00	\$ 2,500.00
28B	6" Insertion Valve & Box	1	EA	\$ 3,500.00	\$ 3,500.00
28C	8" Insertion Valve & Box	1	EA	\$ 5,000.00	\$ 5,000.00
28D	10" Insertion Valve & Box	1	EA	\$ 8,000.00	\$ 8,000.00
28E	12" Insertion Valve & Box	1	EA	\$ 12,000.00	\$ 12,000.00
29	Furnish and Install Water Service Re-connections				
29A	Short Single service, Complete	1	EA	\$ 500.00	\$ 500.00
29B	Short Double service, Complete	1	EA	\$ 600.00	\$ 600.00
29C	Long Single service, Complete	1	EA	\$ 1,200.00	\$ 1,200.00
29D	Long Double service, Complete	1	EA	\$ 1,500.00	\$ 1,500.00
30	Furnish and Install Water Services (New)				
30A	New Short Single service, Complete	1	EA	\$ 2,000.00	\$ 2,000.00
30B	New Short Double service, Complete	1	EA	\$ 3,000.00	\$ 3,000.00
30C	New Long Single service, Complete	1	EA	\$ 2,500.00	\$ 2,500.00
30D	New Long Double service, Complete	1	EA	\$ 4,000.00	\$ 4,000.00
31	Sample Points				
31A	Furnish, Install, Remove temporary sample point on water main, including bacteriological samples and lab report	1	EA	\$ 1,500.00	\$ 1,500.00
31B	Furnish, Install, Remove temporary sample point on fire hydrant including bacteriological samples and lab report	1	EA	\$ 2,500.00	\$ 2,500.00
32	Furnish and Install Cement-lined Ductile Iron Fittings and Thrust Restrain for Water Main with Accessories	1	TN	\$ 6,000.00	\$ 6,000.00
33	Furnish and Install Complete Connection to Existing Water Main System				
33A	4-inch	1	EA	\$ 1,000.00	\$ 1,000.00
33B	6-inch	1	EA	\$ 2,000.00	\$ 2,000.00
33C	8-inch	1	EA	\$ 2,500.00	\$ 2,500.00
33D	10-inch	1	EA	\$ 3,000.00	\$ 3,000.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
33E	12-inch	1	EA	\$ 3,500.00	\$ 3,500.00
33F	16-inch	1	EA	\$ 4,500.00	\$ 4,500.00
33G	18-inch	1	EA	\$ 5,000.00	\$ 5,000.00
33H	20-inch	1	EA	\$ 7,500.00	\$ 7,500.00
33I	24-inch	1	EA	\$ 10,000.00	\$ 10,000.00
34	Abandon and Grout Existing Water Main, Complete				
34A	4-inch	100	LF	\$ 20.00	\$ 2,000.00
34B	6-inch	100	LF	\$ 25.00	\$ 2,500.00
34C	8-inch	100	LF	\$ 30.00	\$ 3,000.00
34D	10-inch	100	LF	\$ 35.00	\$ 3,500.00
34E	12-inch	100	LF	\$ 40.00	\$ 4,000.00
Sanitary Sewer Collection					
35	Furnish and Install 8" PVC - SDR35 Sewer Gravity Main				
35A	SDR 35 0-6' depth	100	LF	\$ 30.00	\$ 3,000.00
35B	SDR 35 6-8' depth	100	LF	\$ 40.00	\$ 4,000.00
35C	SDR 35 8-10' depth	100	LF	\$ 60.00	\$ 6,000.00
35D	SDR 35 10-12' depth	100	LF	\$ 75.00	\$ 7,500.00
36	Furnish and Install 10" PVC - SDR35 Sewer Gravity Main				
36A	SDR 35 0-6' depth	100	LF	\$ 35.00	\$ 3,500.00
36B	SDR 35 6-8' depth	100	LF	\$ 40.00	\$ 4,000.00
36C	SDR 35 8-10' depth	100	LF	\$ 60.00	\$ 6,000.00
36D	SDR 35 10-12' depth	100	LF	\$ 75.00	\$ 7,500.00
37	Furnish and Install 12" PVC - SDR35 Sewer Gravity Main				
37A	SDR 35 0-6' depth	100	LF	\$ 50.00	\$ 5,000.00
37B	SDR 35 6-8' depth	100	LF	\$ 60.00	\$ 6,000.00
37C	SDR 35 8-10' depth	100	LF	\$ 80.00	\$ 8,000.00
37D	SDR 35 10-12' depth	100	LF	\$ 120.00	\$ 12,000.00
38	Furnish and Install 8" PVC - SDR26 Sewer Gravity Main				
38A	SDR 26 6-8' depth	100	LF	\$ 40.00	\$ 4,000.00
38B	SDR 26 8-10' depth	100	LF	\$ 55.00	\$ 5,500.00
38C	SDR 26 10-12' depth	100	LF	\$ 75.00	\$ 7,500.00
38D	SDR 26 12'-14' depth	100	LF	\$ 100.00	\$ 10,000.00
39	Furnish and Install 10" PVC - SDR26 Sewer Gravity Main				
39A	SDR 26 6-8' depth	100	LF	\$ 40.00	\$ 4,000.00
39B	SDR 26 8-10' depth	100	LF	\$ 55.00	\$ 5,500.00
39C	SDR 26 10-12' depth	100	LF	\$ 75.00	\$ 7,500.00
39D	SDR 26 12'-14' depth	100	LF	\$ 100.00	\$ 10,000.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
40	Furnish and Install 12" PVC - SDR26 Sewer Gravity Main				
40A	SDR 26 6-8' depth	100	LF	\$ 60.00	\$ 6,000.00
40B	SDR 26 8-10' depth	100	LF	\$ 80.00	\$ 8,000.00
40C	SDR 26 10-12' depth	100	LF	\$ 110.00	\$ 11,000.00
40D	SDR 26 12'-14' depth	100	LF	\$ 220.00	\$ 22,000.00
41	Furnish and Install Single Service Laterals				
41A	0-6' depth at main	1	EA	\$ 2,000.00	\$ 2,000.00
41B	6-8' depth at main	1	EA	\$ 2,500.00	\$ 2,500.00
41C	8-10' depth at main	1	EA	\$ 3,500.00	\$ 3,500.00
41D	10-12' depth at main	1	EA	\$ 4,000.00	\$ 4,000.00
42	Furnish and Install Double Service Laterals				
42A	0-6' depth at main	1	EA	\$ 2,500.00	\$ 2,500.00
42B	6-8' depth at main	1	EA	\$ 3,000.00	\$ 3,000.00
42C	8-10' depth at main	1	EA	\$ 4,000.00	\$ 4,000.00
42D	10-12' depth at main	1	EA	\$ 5,000.00	\$ 5,000.00
43	Furnish and Install Standard Precast Concrete 48" diameter Manhole Structure with approved coatings				
43A	Precast Manhole 0-6' depth	1	EA	\$ 6,000.00	\$ 6,000.00
43B	Precast Manhole 6'-8' depth	1	EA	\$ 7,000.00	\$ 7,000.00
43C	Precast Manhole 8'-10' depth	1	EA	\$ 8,000.00	\$ 8,000.00
43D	Precast Manhole 10'-12' depth	1	EA	\$ 10,000.00	\$ 10,000.00
44	Furnish and Install Precast Concrete 48" diameter Dog House Manhole Structure with approved coatings				
44A	Dog House MH 0'-6' depth	1	EA	\$ 6,000.00	\$ 6,000.00
44B	Dog House MH 6'-8' depth	1	EA	\$ 7,000.00	\$ 7,000.00
44C	Dog House MH 8'-10' depth	1	EA	\$ 8,000.00	\$ 8,000.00
44D	Dog House MH 10'-12' depth	1	EA	\$ 10,000.00	\$ 10,000.00
45	Furnish and Install Exterior Drop for Sanitary Manhole, Complete				
45A	Exterior Drop 0'-6' depth	100	LF	\$ 5,000.00	\$ 5,000.00
45B	Exterior Drop 6'-8' depth	100	LF	\$ 6,000.00	\$ 6,000.00
45C	Exterior Drop 8'-10' depth	100	LF	\$ 7,000.00	\$ 7,000.00
45D	Exterior Drop 10'-12' depth	100	LF	\$ 8,000.00	\$ 8,000.00
46	Connect New Gravity Sewer to Existing Manhole, Complete				
46A	Connect New Gravity to MH 0'-6' depth at main	1	EA	\$ 1,000.00	\$ 1,000.00
46B	Connect New Gravity to MH 6'-8' depth at main	1	EA	\$ 1,500.00	\$ 1,500.00
46C	Connect New Gravity to MH 8'-10' depth at main	1	EA	\$ 2,000.00	\$ 2,000.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
46D	Connect New Gravity to MH 10'-12' depth at main	1	EA	\$ 3,000.00	\$ 3,000.00
47	Abandon Existing Sanitary Manhole, Complete				
47A	Abandon Exist MH 0'-6' depth	1	EA	\$ 1,000.00	\$ 1,000.00
47B	Abandon Exist MH 6'-8' depth	1	EA	\$ 1,200.00	\$ 1,200.00
47C	Abandon Exist MH 8'-10' depth	1	EA	\$ 1,500.00	\$ 1,500.00
47D	Abandon Exist MH 10'-12' depth	1	EA	\$ 2,000.00	\$ 2,000.00
48	Abandon and Grout Existing Sanitary Collection Main, Complete				
48A	Abandon Exist Sanitary Main 0'-6' depth	1	EA	\$ 1,000.00	\$ 1,000.00
48B	Abandon Exist Sanitary Main 6'-8' depth	1	EA	\$ 1,500.00	\$ 1,500.00
48C	Abandon Exist Sanitary Main 8'-10' depth	1	EA	\$ 2,000.00	\$ 2,000.00
48D	Abandon Exist Sanitary Main 10'-12' depth	1	EA	\$ 2,500.00	\$ 2,500.00
Wastewater Transmission					
49	Furnish and Install Epoxy-lined Ductile Iron Pipe				
49A	6" DIP	100	LF	\$ 50.00	\$ 5,000.00
49B	8" DIP	100	LF	\$ 60.00	\$ 6,000.00
49C	10" DIP	100	LF	\$ 75.00	\$ 7,500.00
49D	12" DIP	100	LF	\$ 80.00	\$ 8,000.00
49E	16" DIP	100	LF	\$ 90.00	\$ 9,000.00
49F	18" DIP	100	LF	\$ 120.00	\$ 12,000.00
49G	20" DIP	100	LF	\$ 160.00	\$ 16,000.00
49H	24" DIP	100	LF	\$ 180.00	\$ 18,000.00
50	Furnish and Install Plug Valves				
50A	4" Plug Valve	1	EA	\$ 2,000.00	\$ 2,000.00
50B	6" Plug Valve	1	EA	\$ 2,500.00	\$ 2,500.00
50C	8" Plug Valve	1	EA	\$ 4,500.00	\$ 4,500.00
50D	10" Plug Valve	1	EA	\$ 5,000.00	\$ 5,000.00
50E	12" Plug Valve	1	EA	\$ 8,000.00	\$ 8,000.00
50F	16" Plug Valve & Box	1	EA	\$ 12,000.00	\$ 12,000.00
50G	18" Plug Valve & Box	1	EA	\$ 18,000.00	\$ 18,000.00
50H	20" Plug Valve & Box	1	EA	\$ 22,000.00	\$ 22,000.00
50I	24" Plug Valve & Box	1	EA	\$ 32,500.00	\$ 32,500.00
51	Furnish and Install Line Stop (Force Main)				
51A	4" Insertion Line Stop	1	EA	\$ 5,000.00	\$ 5,000.00
51B	8" Insertion Line Stop	1	EA	\$ 5,500.00	\$ 5,500.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
51C	10" Insertion Line Stop	1	EA	\$ 6,000.00	\$ 6,000.00
51D	12" Insertion Line Stop	1	EA	\$ 7,000.00	\$ 7,000.00
51E	16" Insertion Line Stop	1	EA	\$ 9,000.00	\$ 9,000.00
51F	18" Insertion Line Stop	1	EA	\$ 10,000.00	\$ 10,000.00
51G	20" Insertion Line Stop	1	EA	\$ 12,000.00	\$ 12,000.00
51H	24" Insertion Line Stop	1	EA	\$ 15,000.00	\$ 15,000.00
52	Furnish and Install Insertion Valve & Valve Box (Force Main)				
51A	6" Insertion Valve & Box	1	EA	\$ 4,000.00	\$ 4,000.00
52B	8" Insertion Valve & Box	1	EA	\$ 5,500.00	\$ 5,500.00
52C	10" Insertion Valve & Box	1	EA	\$ 8,000.00	\$ 8,000.00
52D	12" Insertion Valve & Box	1	EA	\$ 12,000.00	\$ 12,000.00
52E	16" Insertion Valve & Box	1	EA	\$ 15,000.00	\$ 15,000.00
53	Furnish and Install Tapping Sleeve w/ Valve & Valve Box (Force Main)				
53A	6" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 2,000.00	\$ 2,000.00
53B	6" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 2,500.00	\$ 2,500.00
53C	8" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 2,000.00	\$ 2,000.00
53D	8" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 2,500.00	\$ 2,500.00
53E	8" Tapping Sleeve w/ 8" Valve & Valve Box	1	EA	\$ 3,000.00	\$ 3,000.00
53F	10" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 3,500.00	\$ 3,500.00
53G	10" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 4,000.00	\$ 4,000.00
53H	10" Tapping Sleeve w/ 8" Valve & Valve Box	1	EA	\$ 4,500.00	\$ 4,500.00
53I	12" Tapping Sleeve w/ 4" Valve & Valve Box	1	EA	\$ 3,500.00	\$ 3,500.00
53J	12" Tapping Sleeve w/ 6" Valve & Valve Box	1	EA	\$ 4,000.00	\$ 4,000.00
53K	12" Tapping Sleeve w/ 8" Valve & Valve Box	1	EA	\$ 4,500.00	\$ 4,500.00
53L	12" Tapping Sleeve w/ 10" Valve & Valve Box	1	EA	\$ 5,000.00	\$ 5,000.00
53M	16" Tapping Sleeve w/ 8" Valve & Valve Box	1	EA	\$ 4,000.00	\$ 4,000.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
53N	16" Tapping Sleeve w/ 10" Valve & Valve Box	1	EA	\$ 4,500.00	\$ 4,500.00
53O	16" Tapping Sleeve w/ 12" Valve & Valve Box	1	EA	\$ 5,000.00	\$ 5,000.00
53P	18" Tapping Sleeve w/ 12" Valve & Valve Box	1	EA	\$ 5,500.00	\$ 5,500.00
53Q	18" Tapping Sleeve w/ 16" Valve & Valve Box	1	EA	\$ 6,000.00	\$ 6,000.00
53R	20" Tapping Sleeve w/ 16" Valve & Valve Box	1	EA	\$ 6,500.00	\$ 6,500.00
54	Furnish and Install Epoxy-lined Ductile Iron Fittings and Thrust Restraint for Force Main with Accessories	1	TN	\$ 8,000.00	\$ 8,000.00
55	Furnish and Install 2" Force Main Air Release Valve, Assembly, Complete	1	EA	\$ 7,000.00	\$ 7,000.00
56	Abandon and Grout Existing Force Main, Complete				
56A	4-inch	100	LF	\$ 25.00	\$ 2,500.00
56B	6-inch	100	LF	\$ 30.00	\$ 3,000.00
56C	8-inch	100	LF	\$ 35.00	\$ 3,500.00
56D	10-inch	100	LF	\$ 40.00	\$ 4,000.00
56E	12-inch	100	LF	\$ 45.00	\$ 4,500.00
57	Furnish and Install Force Main Tie-in Connection				
57A	4-inch	1	EA	\$ 1,000.00	\$ 1,000.00
57B	6-inch	1	EA	\$ 2,000.00	\$ 2,000.00
57C	8-inch	1	EA	\$ 2,500.00	\$ 2,500.00
57D	10-inch	1	EA	\$ 3,000.00	\$ 3,000.00
57E	12-inch	1	EA	\$ 4,000.00	\$ 4,000.00
57F	16-inch	1	EA	\$ 5,000.00	\$ 5,000.00
57G	18-inch	1	EA	\$ 6,000.00	\$ 6,000.00
57H	20-inch	1	EA	\$ 7,500.00	\$ 7,500.00
57I	24-inch	1	EA	\$ 10,000.00	\$ 10,000.00
58	Disconnection, Removal and Abandonment of Existing Wastewater Transmission System Components				
58A	Valves	1	EA	\$ 2,500.00	\$ 2,500.00
58B	Air Release Valve Assembly, and Vault	1	EA	\$ 2,500.00	\$ 2,500.00

Item	Bid Item Description	Qty	Unit	Unit Price	Total
59	Miscellaneous Adjustment Work				
59A	Remove and Replace Existing Valve Box, complete.	1	EA	\$ 800.00	\$ 800.00
59B	Adjust Existing Valve Box to revised pavement grade, complete.	1	EA	\$ 750.00	\$ 750.00
59C	Adjust existing manhole ring and cover to revised pavement grade, complete.	1	EA	\$ 1,000.00	\$ 1,000.00
SUB-TOTAL					\$ 1,238,020.00
MISCELLANEOUS WORK ALLOWANCE (5% OF SUB-TOTAL)					\$ 61,901.00
GRAND TOTAL					\$ 1,299,921.00
WRITTEN GRAND TOTAL					
One Million Two Hundred Ninety-Nine Thousand Nine Hundred Twenty-One Dollars					Dollars
Dollars and Zero Cents					Cents

Refer to specifications Section 01025 - Measurement and Payment, for description of work included in each unit cost bid item.

Emergency Work Markup

Total Cost Premium Adder for Emergency Work = 15 %

Nighttime Work Markup

Total cost adder for nighttime work (7:00 PM to 7:00 AM) = 20 %

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address _____

Phone No.: _____

(Remainder of page left intentionally blank)

A Partnership

By _____ (Seal)
 (Firm Name)

(General Partner)

Business address _____

Phone No.: _____

A Corporation

By GT General Contractors LLC
 (Incorporation Name)

Florida

(State of Incorporation)

Antonio Assenza

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest

Rosa Assenza
 Secretary

Rosa Assenza

Business address 10191 W Sample Rd - Ste#103
Coral Springs, FL 33065

Phone No.: (954) 225-3391

A Joint Venture

By _____ (Name)

 (Address)

By _____ (Name)

 (Address)

(Each joint venturer must sign. The manner for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).