



**CONTRACT DOCUMENTS**

**AND**

**TECHNICAL SPECIFICATIONS**  
**REVISED 4-12-10**

**BID FY 2009-2010-002**  
**CONSTRUCTION OF 30 SLIP CITY MARINA DOCK**  
**PROJECT**

Prepared by:  
City of Hallandale Beach  
Departments of Utilities & Engineering  
General Services/Purchasing Department





**PROJECT DRAWINGS**

**PROSPECTIVE BIDDERS NOTICE**

Copies of the project drawing as listed on Page 76 of the specifications are available for eighty dollars (\$80.00) non-refundable payable by cash, check or cashier check to City of Hallandale Beach. Please call in advance to the Department and contact person below:

<b>Utilities and Engineering</b>
<b>630 NW 2<sup>nd</sup> St</b>
<b>Hallandale Beach, FL 33009</b>
<b>Telephone number: 954-457-1397</b>
<b>Contact: Mr. Michael Reed</b>

Prospective bidders should contact the Department of Utilities and Engineering directly to obtain copies of the project drawings. Please contact the Department of Utilities and Engineering by telephone first to order copies of the project drawings.

The City of Hallandale Beach General Services/Purchasing Department prefers that the Bid #FY2009-2010-002 Document be obtained through the City of Hallandale Beach Website: [www.hallandalebeachfl.gov](http://www.hallandalebeachfl.gov), Select Departments; Select: General Services and Purchasing; Select: Bids and Purchasing; Select Bids Notifications if your company is Downloading a copy of the Bid, Please complete the "Request for Current Bid, RFPs, RFQs Form for our records or email [General\\_Services\\_Office@hallandalebeachfl.gov](mailto:General_Services_Office@hallandalebeachfl.gov) or fax written requests to (954) 457-1342

Should you have difficulty obtaining a copy of the project drawings please contact:

<b>Utilities and Engineering</b>
<b>Richard Labinsky, P.E.</b>
<b>City Engineer</b>
<b>954-457-3042</b>

**NOTICE TO BIDDER'S**

REVISED 4/12/10

Sealed bids for providing and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to the City of Hallandale Beach for the **CONSTRUCTION OF 30 SLIP CITY MARINA PROJECT**, located in Hallandale Beach. **(BID NO. FY 2009-2010-002)** will be received by the City Clerk on **MONDAY, MAY 17, 2010 @ 11:00 AM**. Bids will be publicly opened and read. **THE CONTRACTORS MAY BID ON THE MARINA PORTION OF THE PROJECT (BID "A" PLUS ALTERNATE PORTION), OR THE PARKING PORTION OF THE PROJECT (BID "B" PLUS ALTERNATE PORTION) OR BOTH.**

- **MARINA PROJECT BID PORTION "A"**
- **MARINA PROJECT BID PORTION "A1" – CONCRETE PILINGS**
- **MARINA PROJECT BID PORTION "A2" - STRUCTURAL PLASTIC LUMBER OR FIBER REINFORCED PLASTIC PILES, STRINGERS, CROSS BRACING ETC.**
- **MARINA PROJECT BID PORTION "B"**
- **MARINA PROJECT BID PORTION "B1" PERVIOUS PAVERS AND CAR STOPS**

**THE CITY MAY AWARD A CONTRACT FOR THE MARINA PORTION OF THE PROJECT. THE CITY MAY AWARD A CONTRACT FOR THE PARKING PORTION OF THE PROJECT EITHER SEPARATE OR TOGETHER WITH THE MARINA CONTRACT.**

Each bid shall be accompanied by a bid guaranty in an amount equal to 5 percent of bid amount. A Performance and Payment Guaranty in an amount equal to 100 percent of total Contract amount must be submitted by the successful Bidder within fifteen (15) calendar days after receipt of notification of award.

The City of Hallandale Beach reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids. No Bidder may withdraw his bid within 90 days after the actual date of opening thereof.

**0010. MEDIA ADVERTISEMENT NOT APPLICABLE - NO REVISIONS**

LEGAL CLASSIFIED ADVERTISING  
 NEWS/SUN-SENTINEL  
 333 S.W. 12<sup>TH</sup> AVENUE  
 DEERFIELD BEACH, FL 33442

Please insert the following Legal Notification in the **FRIDAY, JANUARY 15, 2010** issue of the **NEWS/SUN-SENTINEL**. Send certified copy of insertion to the City of Hallandale Beach, General Services/Purchasing Department..

**NOTICE TO BID**

LEGAL NOTICE IS HEREBY GIVEN sealed bids will be received by the City Clerk's Office, 400 South Federal Highway, Hallandale Beach, Florida 33009 for the City of Hallandale Beach, until **11:00 A.M., MONDAY, MARCH 1, 2010**. Bids will be publicly opened and read aloud in Room 252 or other designated area, at City Hall, 400 South Federal Highway, Hallandale Beach, Florida for the following:

**CITY BID NUMBER: BID #FY 2009-2010-002 – CONSTRUCTION OF 30 SLIP CITY MARINA DOCK PROJECT LOCATED AT 101 THREE ISLANDS BOULEVARD, HALLANDALE BEACH, FL.**

**THE SCOPE OF WORK INCLUDES BUT IS NOT LIMITED TO:** Construction of a 30 slip marina with wood or (alternate concrete) piling, pressure treated wood substructure, fiberglass grated decking, fenders, cleats, ladders, electric, water and fire service; Reconstruction of existing police dock; Site parking lot area, sidewalks, paving, drainage system; Bathroom facility; Gathering Pavilion/Tiki Hut; Boat pump out unit; Grinder pump station and forcemain; Lighting; Security fencing and gates with security keypad access; Fire cabinets; Water main extension; Sewer lines; Sodding and Irrigation; Stabilization behind seawall; Septic tank closure; Survey work required for establishing proper layout, elevations and grades; and Maintenance of Traffic.

The contractor shall provide project drawings and detailed construction plans as needed for obtaining City building permits for the marina, bathroom and pavilion and furnish all labor, material, equipment, tools, personnel, incidentals, maintenance of traffic, mobilization and transportation which are necessary for the proper layout and completion of the work, as specified herein and shown on the project drawings. Construction of the site parking lot and utilities shall be per the approved plans which are a part of this Bid. The City has obtained all local and state permits necessary for the construction of the project. Contractor shall be responsible to obtain all required City Building Permits.

A PRE-BID MEETING IS SCHEDULED FOR **MONDAY, FEBRUARY 1, 2010 AT 11:00 A.M., AT CITY OF HALLANDALE BEACH, 400 SOUTH FEDERAL HIGHWAY, COMMISSION CHAMBERS, HALLANDALE BEACH, FLORIDA.**

**ATTENDANCE AT THE PREBID CONFERENCE IS HIGHLY RECOMMENDED AS A SOURCE OF INFORMATION BUT IS NOT MANDATORY.**

**QUESTIONS WILL BE ADDRESSED AT THE PRE-BID CONFERENCE AND UP TO TEN (10) CALENDAR DAYS PRIOR TO THE BID DUE DATE, OR, FRIDAY, FEBRUARY 19, 2010.**

Copies of the project drawing only are available at a cost of eighty (\$80.00) dollars non-refundable payable by cash, check or cashier check to City of Hallandale Beach. Please call in advanced (954)457-1397 Michael Reed or Richard Labinsky, P.E., City Engineer (954)457-3042. Department of Utilities & Engineering, 630 NW 2<sup>nd</sup> Street, Hallandale Beach, Florida.

The City of Hallandale Beach General Services/Purchasing Department prefers that the Bid #FY2009-2010-002 document be obtained through the City of Hallandale Beach Website: [www.hallandalebeachfl.gov](http://www.hallandalebeachfl.gov), Select Departments; Select: General Services and Purchasing; Select: Bids and Purchasing; Select Bids Notifications if your company is Downloading a copy of the Bid, Please complete the "Request for Current Bid, RFPs, RFQs Form for our records or email [General\\_Services\\_Office@hallandalebeachfl.gov](mailto:General_Services_Office@hallandalebeachfl.gov) or fax written requests to (954) 457-1342.

If a firm is unable to access the specifications from the City's Website, contract and proposal form documents may be obtained at the Office of the General Services Department, 400 South Federal Highway, Room #242, Hallandale Beach, FL 33009. Please call (954) 457-1331 or (954)457-1332 in advance so documents will be ready for pickup.

The City of Hallandale Beach, Florida endorses Equal Employment Opportunity and will incorporate the nondiscrimination clause in its awards.

The City of Hallandale Beach, Florida reserves the right to waive any informality in any proposal and to reject any or all proposals.



THIS 12<sup>TH</sup> DAY OF JANUARY, 2010  
 ANDREA LUES, DIVISION DIRECTOR  
 GENERAL SERVICES/PURCHASING DEPARTMENT

**BID PROJECT DOCUMENT FOR CONSTRUCTION OF 30 SLIP CITY MARINA DOCK PROJECT**

**CITY OF HALLANDALE BEACH, FLORIDA**

**BID/CONTRACT NO. FY2009-2010-002**

1.	<b>CONTRACT ADMINISTRATOR</b>
	D. Mike Good, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	<b>DIRECTOR OF UTILITIES &amp; ENGINEERING</b>
	William M. Brant, P.E.
	630 NW 2 <sup>nd</sup> Street
	Hallandale Beach, Florida 33009
	(954) 457-1623
3.	<b>GENERAL SERVICES/PURCHASING DIVISION DIRECTOR</b>
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332 (OR)
	Joann Wiggins, General Services Specialist
	(954)457-1331
4.	<b>CITY ENGINEER</b>
	Richard Labinsky, P.E.
	630 NW 2 <sup>nd</sup> Street
	Hallandale Beach, Florida 33009
	(954) 457-3042

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**CITY OF HALLANDALE BEACH INVITATION TO BID**

**NOTICE TO BIDDER:** SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED CITY BID FORMS. BIDS WILL BE PUBLICLY OPENED IN ROOM 252, OR OTHER DESIGNATED AREAS AT CITY HALL , IN THE PRESENCE OF BIDDERS AND CITY OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE CITY COMMISSION FOR AWARD OF BID AT A COMMISSION MEETING.

**PURPOSE OF BID:** THE CITY OF HALLANDALE BEACH INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM(S) OR SERVICES(S) AT THE LOWEST PRICE AND IN BEST INTEREST OF THE CITY. PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE CITY. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE CITY RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE CITY'S INTEREST.

**1. SUBMISSION AND RECEIPT OF BIDS:**

- Bids to receive consideration, must be received on or prior to the specified time and date of opening, as designated in the bid
- Unless otherwise specified, bidders **MUST** use the proposal form(s) or format furnished by the City, failure to do so may be cause for rejection of bid. Removal of any part of the bid items may invalidate bid.
- Proposal having any erasure or corrections **MUST** be initialed by the bidder in INK. Bids shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
- Separate bids copies must be submitted on each bid number.
- **QUESTIONS AND ANSWERS WILL BE ADDRESSED AT THE PRE-BID CONFERENCE AND WRITTEN QUESTIONS UP TO 10 CALENDAR DAYS PRIOR TO BID DUE FRIDAY, MAY 7, 2010.**
- **BIDDERS MUST SUBMIT:**
  - **SEALED ENVELOP CONTAINING 1 ORIGINAL AND 1 COPY OF THE BID PACKAGE WHICH MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, ATTEST ALL REQUIRED PAGES.**

**ALL SUBMSSION ARE TO:**

<b>CITY CLERK</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>400 SOUTH FEDERAL HIGHWA,Y, ROO 242</b>
<b>HALLANDALE BEACH, FL 33009</b>

- **DATE/TIME OF BID OPENING:** Plainly mark on the outside of the envelope, the bid Number, Item Identification and Time and Date of Bid Opening. **IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE CITY CLERK, CITY OF HALLANDALE BEACH ON OR BEFORE MONDAY, MAY 17, 2010 @ 11:00 AM.**

**2. PUBLIC BID DISCLOSURE ACT:** FLORIDA STATUE CHAPTER 218.80: City's permits or fees, including, but not limited to all license fees, permits fees, impact fees, or inspection fees, payable by the contractor to the City are as follows:

- **BUILDING PERMITS WILL BE REQUIRED AND PAID FOR BY CONTRACTOR SEE ARICLE 8 – PERMITS, LICENSES AND IMPACT FEES**

3. **WARRANTIES FOR USAGE:** Whenever a bid is sought, seeking a source of supply for a specified period of time for materials or services, the quantities or usage shown are ESTIMATED ONLY. No guarantee or warranty is given or implied by the City as to the total amount that MAY OR MAY NOT be purchased from any resulting contract(s). These quantities are for bidders information ONLY and will be used for tabulation and presentation of bid and the City reserves the right to increase or decrease quantities as required.
4. **BIDS ACCEPTANCE PERIOD:** Bidder warrants by virtue of bidding that prices, terms and conditions quoted in the bid will remain firm for acceptance by the City for a period of (90) days from the date of bid opening, unless otherwise stated by the City.
5. **BID PROTEST PERIOD:** A vendor can protest the award of a contract by no later than ten (10) calendar days after approval of contract by City Commission. Please refer to Purchasing Policy #2019.004/R12.
6. **DELIVERY POINT:** All items shall be delivered F.O.B. destination (i.e., at a specific City of Hallandale Beach address), and delivery costs (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.
7. **PAYMENT (TERMS):** Payment will be made ONLY after receipt and acceptance of materials/services.
8. **BRAND NAMES:** If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quantity of materials ONLY. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "OR APPROVED EQUAL" is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the sole judge concerning the merits of bids submitted.
9. **SAMPLES AND DEMONSTRATIONS:** Evidence in the form of samples may be requested when required if brand is other than specified. Such samples are to be furnished after the date of the bid opening only, upon requested by City, unless otherwise stated in the bid forms. If samples shall be requested, such samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, upon written request will within thirty (30) days of bid award be returned at the bidders expense.
10. **QUALITY:** All materials for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be NEW. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
11. **ACCEPTANCE OF MATERIAL:** The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.
12. **VARIATIONS TO THE SPECIFICATIONS:** For purposes of evaluation, bidder MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.
13. **DELIVERY:** Time will be of essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time specified on the bid proposal form.
14. **DEFAULT PROVISION:** In case of default by the successful bidder contractor, the City of Hallandale Beach may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.
15. **PRICING:** Prices shall be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid. UNIT PRICE quoted will govern.
16. **MANUFACTURE'S WARRANTIES:** All bidders shall provide manufacture's warranty on labor and materials prior to award. Such warranty will indicate time period of guarantee. In addition to manufacture's warranty, bidders will also provide their own warranty on labor and materials.
17. **COPYRIGHTS AND/OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights and/or patent rights in the manufacturing producing of selling the goods, shipped or ordered, as a result of this bid and the seller agrees to hold the purchaser harmless from any and all liability, loss, or expense occasioned by any such violation.
18. **SAFETY STANDARDS:** The bidder warrants that the service and products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract.
19. **TRENCH SAFETY ACT:** Bidders must be in compliance with requirements as outlined per Florida Statutes Chapter 553.60 through 553.64.
20. **TAXES:** The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury

Department I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Beach Purchase Order. Exemption Certificate provided on request.

21. **FAILURE TO QUOTE:** If you do not quote, please return the form, "UNABLE TO SUBMIT A BID", stating thereon and request that your name be retained on the City mailing list, otherwise, your name may be removed from the City bid mailing list.
22. **MANUFACTURER'S CERTIFICATION:** The City of Hallandale Beach reserves the right to request from bidders, separate manufacturer certificate of all statements made in the proposal.
23. **SIGNED BID CONSIDERED AN OFFER:** The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful bidder or contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.
24. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The bidder shall be liable for any damage or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of a contract as a result of the bid.
25. **RESERVATION FOR REJECTION AND AWARD:** The City of Hallandale Beach, reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re bids the required materials. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.
26. **PROCESSING OF RESPONSES TO BIDS AND PROPOSALS:** Sealed Bids or Proposals by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, any City Administrative Policies. No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R11 – Purchasing Procedures, City Municipal Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal.
27. **PUBLIC RECORDS:** Florida law provides that municipal records shall at all time be open for personal inspection by any person. Section 119.01 Florida Statutes The Public Records Law. Information and materials received by City in connection with Bids/RFPs or RFQs response shall be deemed to be public records subject to public inspections upon award, recommended for award, or 10 days after bid/proposals opening whichever occurs first. However, certain exemptions to public records law are statutorily provided for in Section 119.07 or otherwise provide in Florida Statutes and the City will not disclose same. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to defend, indemnify, and hold harmless the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
28. **QUALIFICATIONS AND EXPERIENCE:** Provide at least three references familiar with your work experience and expertise in this area. Please provide the name, address and phone number of each reference.
29. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.
30. **BID ATTACHMENTS:** A bid response to an Invitation-To-Bid, which has attached a condition of sale or any other attachments, which alters the specifications, conditions, term or makes it subordinate, may be cause for rejection.
31. **INSURANCE REQUIREMENTS: INCLUDED IN FORM CONTRACT**

32. ENCLOSURES/ATTACHMENT REQUIREMENTS:

X	One (1) complete set of General Instructions
X	Media Advertising
X	Certificate of Competency copy required per page 15 ITEM 17. Qualification of Bidders
X	Drug-Free Workplace Form
X	Bid/Tender Form
X	Bidders Proposal Form <ul style="list-style-type: none"> <li>➤ Marina Project Bid Portion "A"; "A1","A2"</li> <li>➤ Parking Project Bid Portion "B"; "B1"</li> </ul>
X	Public Entity Crimes Form
X	Supplement to Bid/Tender Form
X	Form Contract – Including Insurance Requirements
X	Drawings & Exhibits Index
X	Technical Specifications
X	Exhibit A - Waterways Assistance Program 2008 Florida Inland
X	Exhibit B – Broward County Prevailing Wage Rates - Form
X	Exhibit C – Broward County Statement of Compliance - Form
X	Exhibit D – Seawall Inspection Report
X	Exhibit E – Seawall Inspection Report
X	Exhibit F – Boring Location Plan

33. BID GUARANTEE AND BOND REQUIREMENTS:

X	a) Bid Guarantee. Each bidder shall submit with his/her bid, a bid guarantee in the form of a Certified Check, Cashier's Check, Bid Bond in the amount of five percent (5%) of the total bid price, payable to the City of Hallandale Beach. Upon award of bid/contract, the bid guarantee will be returned to unsuccessful bidder(s) within ten (10) work days after award.
X	b) Performance Bonds and Payment Bond Form: The bidder to whom award is made shall, within fifteen (15) calendar days after the date of award, furnish a performance bond with good and sufficient surety acceptable to the City of Hallandale Beach. <ul style="list-style-type: none"> <li>➤ Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.</li> </ul>

00100. INSTRUCTIONS TO BIDDERS

1. General: The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These instructions have equal force and weight with other portions of the Bid Project Document and strict compliance is required with all the provisions contained herein.
2. Scope of Work: The work set forth within this bid document includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of Public Works Improvements as shown on the drawings and specified herein.
3. Location of Work: **101 Three islands Boulevard, Hallandale Beach, Florida.**
4. Examination of Bid Project Document and Site: It is the responsibility of each Bidder before submitting a Bid, to:
  - 4.1. Examine the Bid Project Document thoroughly,
  - 4.2. Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,
  - 4.3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
  - 4.4. Study and carefully correlate Bidder's observations with the Bid Project Document, and
  - 4.5. Notify City of all conflicts, errors or discrepancies in the Bid Project Document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception the Bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences of procedures of construction as may be indicated or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

5. Interpretations: All questions about the meaning or intent of the Bid Project Document are to be directed to the CITY. Interpretations or clarifications considered necessary by the CITY in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by CITY as having

received the Bidding Documents. Depending upon whether time permits, questions received less than ten days prior to the date of the opening of Bids may or may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **Submitting Bids:** All bids must be received at the City Clerk's Office, City of Hallandale Beach, 400 South Federal Highway, Room 242, Hallandale Beach, Florida 33009, before the time and date specified for bid opening, enclosed in a sealed envelope, legibly marked on the outside.  
**BID CONTRACT NO. FY 2009-2010-002 – CONSTRUCTION OF 30 SLIP CITY MARINA PROJECT**
7. Printed Form of Bid: All bids must be made upon the blank bid tender form attached hereto and should give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
8. Bid Guaranty: All bids shall be accompanied by either a bid bond executed by a Surety company meeting the qualifications for Surety companies as specified in item 29 of the City Of Hallandale Beach Invitation to bid or by cash, money order, certified check, cashier's check, irrevocable letter of credit (Form 00310), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent of the total bid price, payable to the City of Hallandale Beach and conditioned upon the successful Bidder executing the Contract and providing the required Performance and Payment Guaranty and evidence of insurance within 15 calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED VALID BID GUARANTY. Guaranty of the successful Bidder shall be forfeited to the City of Hallandale Beach not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty and Insurance Certificate, or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

Qualification of Surety: For projects of \$500,000.00 or less, the CITY may accept a Bid Bond and Performance and Payment Bond (Performance Bond and Payment Bond) from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying (Form 00622) should be submitted with the Bid Bond and also with the Performance and Payment Bond.

More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

9. Acceptance or Rejection of Proposals: The CITY reserves the right to reject any or all bids. Reasonable efforts will be made to either award the Contract or reject all bids within 90 calendar days after bid opening date. A Bidder may not withdraw his bid before the expiration of 90 days from the date of bid opening. A Bidder may withdraw his bid after the expiration of 90 days from the date of bid opening by delivering written notice of withdrawal to the Central Services Department prior to award of a contract by the Hallandale Beach City Commission.
10. Time For Executing Contract and Providing Required Documentation: Any Bidder whose bid is accepted shall execute the contract and furnish the required Performance and Payment Guaranty (Form 00609) and Certificate(s) of Insurance within 15 calendar days after receipt of notice that the contract has been awarded to such Bidder. Upon the failure of the Bidder to execute the contract and provide the required Performance and Payment Guaranty and Certificate(s) of Insurance within 15 calendar days the Bidder shall pay to the City the sum of \$500.00 for each calendar day beyond the 15 calendar days as liquidated damages. By execution of this contract, CONTRACTOR agrees that said amount of liquidated damages shall be set forth in a change order and deducted from the first partial payment made to the CONTRACTOR for the work done under this contract.

If the Bidder fails to execute the contract and furnish the required Performance and Payment Guaranty and Certificate(s) of Insurance by the 30th day after the notice of award, the Bidder shall forfeit the Bid Guaranty.

11. Contract Time: The number of days or the date stated in Article 2 - Contract Time, of the Contract.
12. Liquidated Damages: Provisions for liquidated damages, if any, are set forth in Article 2.4 of the Contract.
13. **METHOD OF AWARD: THE CITY RESERVES THE RIGHT TO AWARD THIS CONTRACT TO MULTIPLE CONTRACTORS.**
- **MARINA PROJECT BID PORTION "A"**
  - **MARINA PROJECT BID PORTION "A1" – CONCRETE PILINGS**
  - **MARINA PROJECT BID PORTION "A2" - STRUCTURAL PLASTIC LUMBER OR FIBER REINFORCED PLASTIC PILES, STRINGERS, CROSS BRACING ETC.**
  - **MARINA PROJECT BID PORTION "B"**
  - **MARINA PROJECT BID PORTION "B1" PERVIOUS PAVERS AND CAR STOPS**

**THE CITY MAY AWARD A CONTRACT FOR THE MARINA PORTION – “A” OF THE PROJECT OR THE PARKING PORTION “B” OF THE PROJECT OR BOTH. THE CITY MAY AWARD A CONTRACT FOR EITHER OF THE PROJECTS INDIVIDUALLY OR BOTH PROJECTS TOGETHER.**

14. Determination of Award: Except where the CITY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the contract shall be awarded by the CITY to the responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the CITY determines to be in its own best interests depending upon whichever is applicable to the particular bid. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and the CITY'S regulations, the more stringent regulations concerning the determination for award shall apply.
15. Price: The price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees and applicable taxes, necessary or proper for the completion of the work except as may be otherwise expressly provided in the Bid Project Document. The cost of any item(s) of work which is not covered by a definite contract unit price or lump sum price shall be included in the contract unit price or lump sum price to which the item(s) is most applicable.
16. Postponement of Date for Presenting and Opening of Bids: The CITY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven days written notice of any such postponement to each prospective Bidder.
17. Qualifications of Bidders: Bids shall be considered only from firms normally engaged in performing the type of work specified within the Bid Project Document. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the CITY.

In determining a Bidder's responsibility and ability to perform the contract, the CITY has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Bidder.

At the time of submitting the bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances and the laws of the State of Florida as they relate to Certificates of Competency. **Each Bidder should submit with the bid a copy of his or her Certificate of Competency and/or state registration. If your firm does not have the certificate of competency you can Go to Broward County Ordinances link and click Chapter 9 for requirements.**  
<http://www.municode.com/resources/gateway.asp?pid=10288&sid=9>

The Division Director of the General Services/Purchasing Department shall determine whether the evidence of bidder responsiveness is satisfactory and will make awards only when such evidence is deemed satisfactory.

The City of Hallandale Beach reserves the right to reject bids when evidence indicates Bidder's inability to perform the contract.

18. Addenda and Modifications: All addenda and other modifications to the construction documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Bid Project Document. CITY shall make reasonable efforts to issue addenda within seven days prior to bid opening.
19. Occupational Health and Safety: The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

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

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY ENGINEER.

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

20. TRENCH SAFETY ACT:

The Contractor must be in compliance with Florida Statutes Part III Trench Safety Act Chapter 553.60 through 553.64, if applicable for this project. Bid submission must reference the Trench Safety Standards that will be in effect during the period the construction of project.

21. RETAINAGE:

The Contractor agrees that ten percent (10%) of monies earned by Contractor shall be retained by City until fifty percent (50%) completion of the project. After 50% Completion of the project and prior to Final Payment, City shall retain five percent (5%) of monies earned by Contractor. The City may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City or Contractor.

ORIGINAL

00130. DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

hereby certified that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Signature

00300. BID/TENDER FORM

Submitted: \_\_\_\_\_  
Date

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done; that he has examined the Bid Project Document and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that he has satisfied himself about the work to be performed; and that he has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Hallandale Beach, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary design, permitting, materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the work covered by this bid and other Contract Documents for the project entitled: **BID #FY 2009-2010-002 - CONSTRUCTION OF 30 SLIP CITY MARINA DOCK PROJECT.**

The Bidder also agrees to furnish the required Performance and Payment guaranty for not less than the total bid price, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid Guaranty accompanying the bid shall be forfeited if he fails to execute said Contract, or fails to furnish the required Performance and Payment guaranty or fails to furnish the required Certificate(s) of Insurance within 15 calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the CITY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two years from doing business with CITY; except as stated below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgement is hereby made of the following addenda (identified by number) received since issuance of the Bid Project Document:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attached is a Bid Bond for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder:	
Address:	
City:	
State:	
Zip Code:	
Telephone Number:	
Social Security No. or Federal ID Number:	
Bradstreet No.: (if applicable)	

If a partnership, name and addresses of partners:

\_\_\_\_\_  
\_\_\_\_\_

(Sign below if not incorporated)

\_\_\_\_\_  
(Type or Print Name of Bidder)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name of Signed Above)

(Sign below if incorporated)

\_\_\_\_\_  
(Type or Print Name of Corporation)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: \_\_\_\_\_

**SCHEDULE OF BIDDER'S PRICES**  
**REVISED 4/12/2010**  
**Marina Project Bid Portion "A"**

**Vendor shall hold the unit Bid prices firm throughout the Contract period.**

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Stabilization of Sea Wall	LS	1		
3	5' Wide fiberglass boardwalk	LF	560		
4	5' Wide fiberglass docks	EA	15		
5	"No Wake Zone" pile and sign	EA	1		
6	Dock Piles, wood	EA	144		
7	Dolphin Piles, wood	EA	15		
8	Dock hardware, bumpers, cleats, etc.	EA	30		
9	Site electric and lighting (except P-16,17 &18)	LS	1		
10	Dock electric service connections	EA	15		
11	Dock service stations	EA	15		
12	Fire Department Dock & Lift, Rebuild	EA	1		
13	Dock water service connections	EA	15		
14	8" Water Main, valves and fittings	LF	112		
15	6" Water Main, valves and fittings	LF	22		
16	4" Water Main, valves and fittings	LF	565		
17	2" Water Main, valves and fittings	LF	560		
18	1" water service, valves and fittings	LF	40		
19	4" Double Detector Check Valve Assembly	EA	1		
20	4" Fire Department Connection	EA	1		
21	Fire cabinets	EA	4		
22	Fire hydrant	EA	1		
23	Pump Station	LS	1		
24	Boat pump out unit	EA	1		
25	Sanitary Manhole	EA	1		
26	8" gravity sewer main	LF	10		
27	1.5" Force Main, valves and fittings	LF	150		
28	Pavement restoration in roadway, includes sidewalk and curb	SY	142		



**SCHEDULE OF BIDDER'S PRICES**  
**REVISED 4/12/10**  
**MARINA PROJECT BID PORTION "A1"**  
**CONCRETE PILING\***

Vendor shall hold the unit Bid prices firm throughout the Contract period.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Stabilization of Sea Wall	LS	1		
3	5' Wide fiberglass boardwalk	LF	560		
4	5' Wide fiberglass docks	EA	15		
5*	"No Wake Zone" Concrete pile and sign	EA	1		
6*	Dock Piles, Concrete	EA	144		
7*	Dolphin Piles, Concrete	EA	15		
8	Dock hardware, bumpers, cleats, etc.	EA	30		
9	Site electric and lighting (except P-16,17 &18)	LS	1		
10	Dock electric service connections	EA	15		
11	Dock service stations	EA	15		
12*	Fire Department Dock & Lift, Rebuild Concrete piles	EA	1		
13	Dock water service connections	EA	15		
14	8" Water Main, valves and fittings	LF	112		
15	6" Water Main, valves and fittings	LF	22		
16	4" Water Main, valves and fittings	LF	565		
17	2" Water Main, valves and fittings	LF	560		
18	1" water service, valves and fittings	LF	40		
19	4" Double Detector Check Valve Assembly	EA	1		
20	4" Fire Department Connection	EA	1		
21	Fire cabinets	EA	4		
22	Fire hydrant	EA	1		
23	Pump Station	LS	1		
24	Boat pump out unit	EA	1		
25	Sanitary Manhole	EA	1		
26	8" gravity sewer main	LF	10		
27	1.5" Force Main, valves and fittings	LF	150		
28	Pavement restoration in roadway, includes sidewalk and curb	SY	142		



**SCHEDULE OF BIDDER'S PRICES**  
**REVISED 4/12/10**  
**MARINA PROJECT BID PORTION "A2"**  
**STRUCTURAL PLASTIC LUMBER OR FIBER REINFORCED PLASTIC**  
**PILES, STRINGERS, CROSS BRACING ETC.\***

Vendor shall hold the unit Bid prices firm throughout the Contract period.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Stabilization of Sea Wall	LS	1		
3*	5' Wide fiberglass boardwalk, structural plastic substructure	LF	560		
4*	5' Wide fiberglass docks, structural plastic substructure	EA	15		
5*	"No Wake Zone" structural plastic pile and sign	EA	1		
6*	Dock Piles, structural plastic	EA	144		
7*	Dolphin Piles, structural plastic	EA	15		
8	Dock hardware, bumpers, cleats, etc.	EA	30		
9	Site electric and lighting (except P-16,17 &18)	LS	1		
10	Dock electric service connections	EA	15		
11	Dock service stations	EA	15		
12*	Fire Department Dock & Lift, Rebuild structural plastic piles	EA	1		
13	Dock water service connections	EA	15		
14	8" Water Main, valves and fittings	LF	112		
15	6" Water Main, valves and fittings	LF	22		
16	4" Water Main, valves and fittings	LF	565		
17	2" Water Main, valves and fittings	LF	560		
18	1" water service, valves and fittings	LF	40		
19	4" Double Detector Check Valve Assembly	EA	1		
20	4" Fire Department Connection	EA	1		
21	Fire cabinets	EA	4		
22	Fire hydrant	EA	1		
23	Pump Station	LS	1		
24	Boat pump out unit	EA	1		



**SCHEDULE OF BIDDER'S PRICES**  
**REVISED 4/12/10**  
**PARKING PROJECT BID PORTION "B"**

Vendor shall hold the unit Bid prices firm throughout the Contract period.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Silt Fence	LF	560		
3	Clearing and grubbing	LS	1		
4	20' x 30' Pavilion	EA	1		
5	Site electric and lighting (only P-16,17 &18)	LS	1		
6	15' x 15' Bathroom	EA	1		
7	5' Wide Sidewalk	SF	302		
8	Asphalt Removal	SY	357		
9	Parking lot paving	SY	1652		
10	Type "D" curb	LF	324		
11	Striping and signage	LS	1		
12	Type "C" Catch Basin	EA	2		
13	Exfiltration Trench	LF	180		
14	15" Solid CAP	LF	20		
15	Retention Swales	SF	5765		
16	6" Sanitary Line and clean outs to grade to bathroom and fire house	LF	140		
17	Closure of Existing septic tank	LS	1		
18	20' high flag pole w/ flag & spot light	EA	1		
19	Gates with keypad entry	EA	3		
20	6' Aluminum Security Fence	LF	370		
21	6' chain link fence w/ green slats	LF	235		
22	6'x 22' mechanical gate and keypad	EA	1		
23	Irrigation system	LS	1		
24	Sodding of project site, disturbed areas per plan	SF	16,500		
25	Landscape	LS	1		
26	(* ) Cost for Compliance with Trench Safety Act – F.S. 553.60 through F.S. 553.64, if any				



**SCHEDULE OF BIDDER'S PRICES**  
**REVISED 4/12/10**  
**PARKING PROJECT BID PORTION "B1"**  
**PERVIOUS PAVERS AND CAR STOPS \***

Vendor shall hold the unit Bid prices firm throughout the Contract period.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Silt Fence	LF	560		
3	Clearing and grubbing	LS	1		
4	20' x 30' Pavilion	EA	1		
5	Site electric and lighting (only P-16,17 &18)	LS	1		
6	15' x 15' Bathroom	EA	1		
7	5' Wide Sidewalk	SF	302		
8	Asphalt Removal	SY	357		
9*	Parking lot paving	SY	1289		
9A*	Pervious Pavers	SF	3264		
10	Type "D" curb	LF	80		
10A*	Car stops	EA	28		
11	Striping and signage	LS	1		
12	Type "C" Catch Basin	EA	2		
13	Exfiltration Trench	LF	180		
14	15" Solid CAP	LF	20		
15	Retention Swales	SF	5765		
16	6" Sanitary Line and clean outs to grade to bathroom and fire house	LF	140		
17	Closure of Existing septic tank	LS	1		
18	20' high flag pole w/ flag & spot light	EA	1		
19	Gates with keypad entry	EA	3		
20	6' Aluminum Security Fence	LF	370		
21	6' chain link fence w/ green slats	LF	235		
22	6'x 22' mechanical gate and keypad	EA	1		
23	Irrigation system	LS	1		
24	Sodding of project site, disturbed areas per plan	SF	16,500		
25	Landscape	LS	1		



00310. BID BOND

Bid Bond will be inserted here.

ORIGINAL

00320. PUBLIC ENTITY CRIME FORM

NOTICE TO BIDDERS

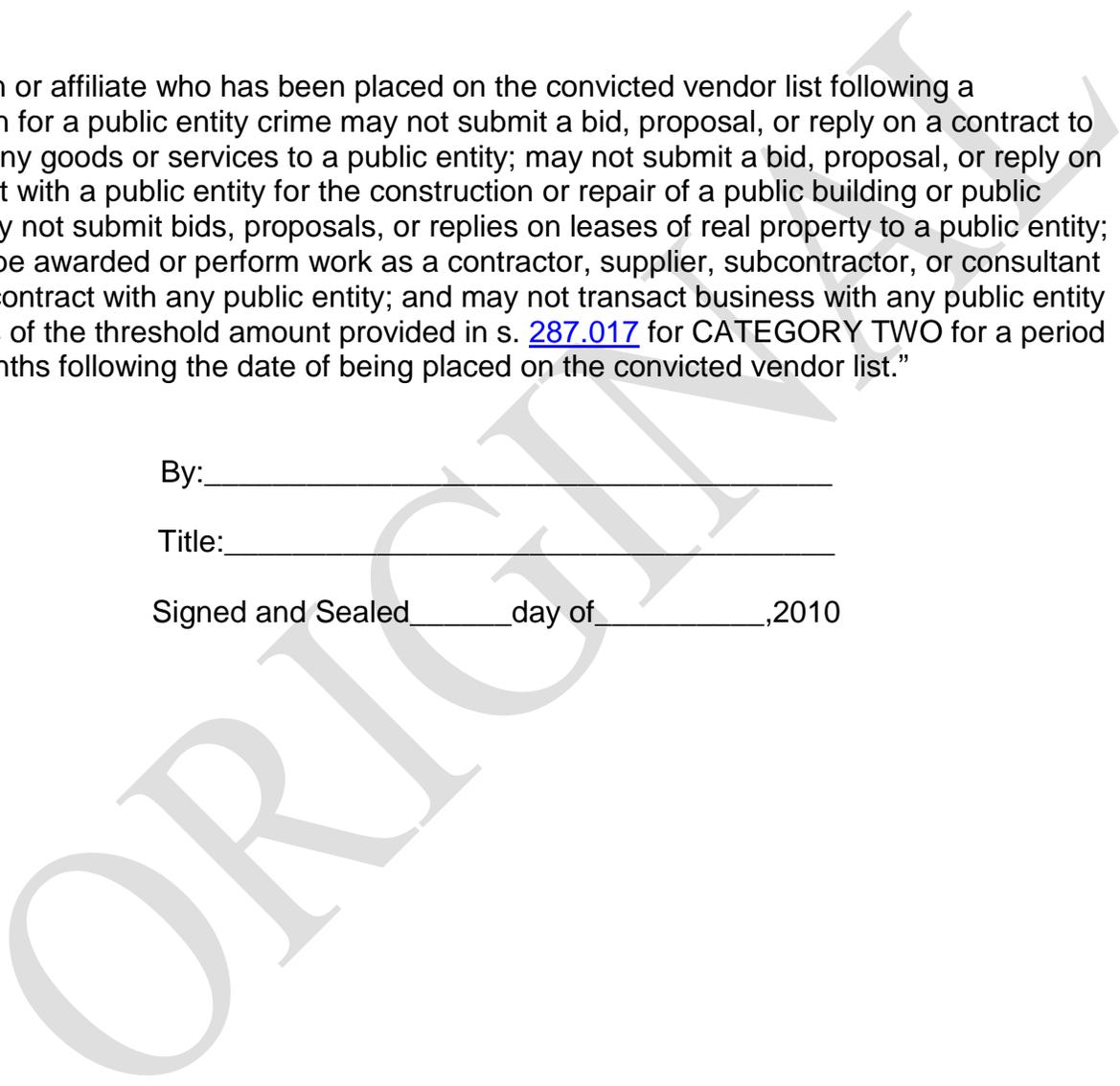
**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2010



00400. SUPPLEMENT TO BID/TENDER FORM  
(Questionnaire should be submitted with bid)

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1.	How many years has your organization been in business as a General Contractor?
2.	What is the last project of this nature that you have completed?
3.	Have you ever failed to complete the work awarded to you? If so, where and why?
4.	Give names, addresses and telephone numbers of <b>three</b> individuals, corporations, agencies, or institutions for which you have performed work:

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures).

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion To Date

(Continue list on insert sheet, if necessary)

6. Has the Bidder or his or her representative inspected the propose project and does the Bidder have a complete plan for its performance?

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

8.	What equipment do you own that is available for the work?
9.	What equipment will you purchase for the proposed work?
10.	What equipment will you rent for the proposed work?

11.	State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
12.	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a trade name, state the names of the individuals who do business under the trade name).
12.1	The correct name of the Bidder is
12.2	The business is a (Sole Proprietorship); (Partnership); (Corporation).
12.3	The address of principal place of business is
12.4	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

12.5.	List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
12.6	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
12.7	List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
12.8	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification number; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

12.9	List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor or organization(s) were defendants.
12.10	Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

ORIGINAL

**CONSTRUCTION**  
**CONTRACT**

**00500.     CONTRACT FORM**

THIS IS A CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hallandale Beach, hereinafter referred to as CITY and \_\_\_\_\_, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, for considerations hereinafter name, agree as follows:

**ARTICLE 1**

**SCOPE OF WORK**

- a. The CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment and services necessary to perform all of the work described in the Bid Project including Drawings (Project drawings), Specifications and Addenda thereto for the project entitled: **BID #FY2009-2010-002 – CONSTRUCTION OF 30 SLIP CITY MARINA DOCK PROJECT.**

**ARTICLE 2**

**CONTRACT TIME**

- 2.1. The work to be performed under this Contract shall be commenced within 15 calendar days after the Project Initiation Date specified in the Notice to Proceed. The CITY shall instruct the CONTRACTOR to commence the work by written instructions in the form of a Notice to Proceed and a Purchase Order. These will not be issued until receipt of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by the CONTRACTOR is a condition precedent to the initiation of all work under this Contract. If CONTRACTOR is not in receipt of all necessary permits by the Project Initiation Date set forth in the Notice to Proceed, CONTRACTOR shall so notify CITY in writing immediately. CITY shall then have the option of issuing a revised Notice to Proceed.

- 2.2. Time is of the essence in this Contract. The work shall be substantial completed within 90 calendar days from the Project Initiation Date specified in the Notice to Proceed, and completed and ready for final payment in accordance with Article 21 within 120 calendar days from the Project Initiation Date specified in the Notice to Proceed.
- 2.3. Upon failure of the CONTRACTOR to substantially complete said Contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2. above (plus any approved extensions) for substantial completion. After substantial completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any approved extension thereof, the CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2. above (plus any approved extensions) for completion and readiness for final payment. These amounts are not penalties but liquidated damages to the CITY. 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 the CITY 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 the CONTRACTOR to complete the Contract on time.
- 2.4. The CITY is authorized to deduct liquidated damage amount from the monies due to CONTRACTOR for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.

### ARTICLE 3

#### THE CONTRACT SUM

- 3.1. Payments shall be made at the Contract unit prices or lump sum prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the Bid Project.
- 3.2. The CITY reserves the right to add or delete work items from the project to meets its available budget.

### ARTICLE 4

#### INDEMNIFICATION

- 4.1 Per separate consideration, CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney

selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including patent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

- 4.2 To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.
- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.
- 4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.
- 4.5 To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.
- 4.6 To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

- 4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 5

INSURANCE REQUIREMENTS

- 5.1. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.
- 5.1.1. Worker's Compensation insurance to apply for all employees' noncompliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
- 5.1.1.1. Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
  - 5.1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
- 5.1.2. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- 5.1.2.1. Premises and/or Operations.
  - 5.1.2.2. Independent Contractors.
  - 5.1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three years after completion of all work required under the Contract, coverage for products and Completed Operations, including Broad Form Property Damage.

- 5.1.2.4. Explosion, Collapse and Underground Coverages.
- 5.1.2.5. Broad Form Property Damage.
- 5.1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 5.1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 5.1.2.8. CITY is to be expressly included as an "Additional Insured" in the name of "City of Hallandale Beach", with respect to liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CITY in connections with general supervision of such operation.
- 5.1.3. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
  - 5.1.3.1. Owned Vehicles.
  - 5.1.3.2. Hired and Non-Owned Vehicles.
  - 5.1.3.3. Employers' Non-Ownership.
- 5.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.
- 5.3. Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction
- 5.4. The CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this

Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00608.

- 5.5. The official title of the owner is the "City of Hallandale Beach". This official title shall be used in all insurance documentation.

#### ARTICLE 6

#### WEATHER

- 6.1. 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 years of weather data as recorded by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.
- 6.2. No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

#### ARTICLE 7

#### HURRICANE PRECAUTIONS

- 7.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no cost to the CITY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the CITY or CITY ENGINEER has given notice of same.
- 7.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 7.3 The contractor acknowledges that threatened tropical storm activity is normal in Broward County and the mere possibility that a warning or watch might be declared is not a basis for compensable or non-compensable extension of time. Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.
- 7.4 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the CITY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

## ARTICLE 8

### PERMITS, LICENSES AND IMPACT FEES

- 8.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the CONTRACTOR pursuant to this Contract shall be secured and paid by the CONTRACTOR. It is the CONTRACTOR'S responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the CONTRACTOR'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.
- 8.2. Impact fees levied by any municipality shall be paid by the CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to the CONTRACTOR in no event shall include profit or overhead of the CONTRACTOR.

## ARTICLE 9

### DESIGN PLANS AND WORKING DRAWINGS

- 9.1. The Bid Project includes drawings (design plans) and specifications. The CITY, through the CITY ENGINEER, shall have the right to modify the details of these drawings (design plans) and specifications, to supplement said design plans and additional design plans, drawings or additional information as the work proceeds, all of which shall be considered as part of the Bid Project. In case of disagreement between the written and graphic portions of the Bid Project, the written portion shall govern.

## ARTICLE 10

### "OR EQUAL" CLAUSE:

- 10.1. Whenever a material, article or piece of equipment is identified in the Bid Project including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that no substitution is permitted because of form fit function and quality. Any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of

the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion of the CITY, equal in substance, quality and function.

- 10.2. The CITY ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the CITY ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other Surety with respect to any substitute.

## ARTICLE 11

### DEFECTIVE WORK

- 11.1. The CITY ENGINEER shall have the authority to reject or disapprove work which he finds to be defective. The CONTRACTOR shall promptly either, as directed, correct all defective work or remove it from the site and replace it with nondefective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 11.2. If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly without cost to the CITY, after receipt of written notice from the CITY to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents.
- 11.3. Should the CONTRACTOR fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract with the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the CONTRACTOR'S expense. Any expense incurred by the CITY in which the CONTRACTOR has failed or refused to make shall be paid for out of any monies due or which may become due to the CONTRACTOR, or may be charged against the Performance and Payment Guaranty. Continue failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully, and to declare the Contract forfeited, in which case the CITY at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its

own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Performance and Payment Guaranty. Any special work performed, as described herein, shall not relieve the CONTRACTOR in any way from his responsibility for the work performed by him.

- 11.4. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the CITY to final acceptance.

## ARTICLE 12

### SUBCONTRACTS

- 12.1. The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the CITY in writing of the names of Subcontractors proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The CONTRACTOR shall have a continuing obligation to notify the CITY of any change in Subcontractors.
- 12.2. CONTRACTOR shall not employ any Subcontractor against whom CITY may have a reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor against whom CONTRACTOR has a reasonable objection.
- 12.3. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay or to see the payment of any monies due any Subcontractor. The CITY may furnish to any Subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed.
- 12.4. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

ARTICLE 13SEPARATE CONTRACTS

- 13.1. The CITY reserves the right to let other Contracts in connection with this work. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.
- 13.2. If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in other contractor's work after the execution of his work.
- 13.3. The CONTRACTOR shall conduct his operations so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 13.4. To insure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the CITY ENGINEER any discrepancy between the executed work and the requirements of the Bid Project.

ARTICLE 14DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- 14.1. CONTRACTOR shall have full responsibility for reviewing and checking 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 for repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract price.

ARTICLE 15CHANGE OF CONTRACT TIME

15.1. The "Contract Time" may only be changed by a Change Order. Any claim for an extension of the "Contract Time" shall be based on written notice delivered by the party making the claim to the Contract Administrator and to the CITY ENGINEER within 7 calendar days of the beginning of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 15 days after the end of such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the "Contract Time" shall be determined by the CITY ENGINEER in accordance with **paragraph 15.2**, if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the "Contract Time" will be valid if not submitted in accordance with the requirements of this paragraph.

15.2. The "Contract Time" will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the CONTRACTOR. Such delays shall include, but not limited to, acts or neglect by CITY or the CITY ENGINEER, or by any employee of either, or any separate contractor employed by the CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

15.3. No Damages for Delay:

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the CITY 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 or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the 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 the extent specifically provided above.

15.4. Changes in the Work or Terms of Contract Documents:

15.4.1 Without invalidating the Contract and without notice to any surety, CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory

manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. Surety waives its right to notice of changes in the Contract Terms and/or Contract Price.

15.4.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, except as provided for in Subparagraph 15.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

15.5. Field Orders and Supplemental Instructions:

The Contract Administrator, through ENGINEER, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time. ENGINEER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

ARTICLE 16

CHANGE ORDERS

- 16.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the procedures customarily utilized by CITY, as amended from time to time.
- 16.2. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by CITY. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the work set forth within the document.
- 16.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; to remove the disputed work from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to CITY ENGINEER. During the pendency of the dispute, and upon receipt of a Change Order approved by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CITY ENGINEER and

Contract Administrator in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

- 16.4. Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY without consent of Surety.

## ARTICLE 17

### VALUE OF CHANGE ORDER WORK

- 17.1. 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:

17.1.1. By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.

17.1.2. On the basis of the "cost of work," determined as provided in Sections 17.2 and 17.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 17.4.

- 17.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, 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 Section 17.3.

17.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order 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, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.

17.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and

refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

17.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY ENGINEER who will then determine which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable, including but not limited to the CITY'S False Claims Ordinance.

17.2.4. Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

17.2.5. Supplemental costs including the following:

17.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work or to Contractor's home office or branch office.

17.2.5.2 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 workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

17.2.5.3. Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority, provided however, that the Contractor shall not be paid or, or reimbursed, the cost of fines and penalties levied by entities other than the City of Hallandale Beach.

17.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

17.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

17.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls (except to Contractor's home office or branch offices), telephone service at the site, expressage and similar petty cash items in connection with the work.

17.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work or default by the Contractor.

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

17.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, scheduling consultants, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed or retained by CONTRACTOR or surety, whether at the site or in its 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 Section 17.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

17.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

17.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

17.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of cardinal changes in the work.

17.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, 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.

17.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 17.2.

17.4. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

17.4.1. A mutually acceptable fixed fee or,

17.4.2. If none can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:

17.4.2.1. For costs incurred under Sections 17.2.1 and 17.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

17.4.2.2. For costs incurred under Section 17.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

17.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 17.2.4 and 17.2.5, (except Section 17.2.5.3), and Section 17.3.

- 17.5. The amount of credit to be allowed by CONTRACTOR to CITY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit, if otherwise allowed, shall be figured on the basis of the net increase or decrease, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 17.6. Whenever the cost of any work is to be determined pursuant to Sections 17.2 and 17.3, CONTRACTOR will submit in a form acceptable to CITY ENGINEER an itemized cost breakdown together with the supporting data.
- 17.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 17.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CITY ENGINEER and Contract Administrator.
- 17.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 17.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- 17.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 18TERMINATION FOR CONVENIENCE

- 18.1 The CITY may terminate the Contract for its convenience, at any time, with or without cause.
- 18.2 Upon such notice of termination, CONTRACTOR will immediately terminate its performance and turn over all of its work product (e.g. plans to the CITY.
- 18.3 CONTRACTOR will then submit a final statement to the CITY for all services performed (based on percentage of project completion) prior to the notice of termination for convenience.
- 18.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

ARTICLE 19SHOP DRAWINGS

- 19.1. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.
- 19.2. The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 19.3. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Bid Project.
- 19.4. The CITY ENGINEER'S approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the CITY ENGINEER. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

- 19.5. The CONTRACTOR shall keep one set of Shop Drawings marked with the CITY ENGINEER'S approval at the job site at all times.

## ARTICLE 20

### PROGRESS PAYMENTS

- 20.1. The CONTRACTOR may requisition payments for work completed at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the CITY ENGINEER. Each requisition shall be submitted in triplicate to the CITY ENGINEER for approval. CITY shall make payment to the CONTRACTOR within 30 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.
- 20.2. Ten percent of all monies earned by the CONTRACTOR shall be retained by the CITY until the project is totally completed as specified, and accepted by the CITY.
- 20.3. The CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 20.3.1. Defective work not remedied.
  - 20.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.
  - 20.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.
  - 20.3.4. Damage to another Contractor not remedied.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

## ARTICLE 21

### ACCEPTANCE AND FINAL PAYMENT

- 21.1. Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract fully performed, a Final Certificate of Payment (Form

00826) shall be issued by the CITY, over his own signature, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.

- 21.2. Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the CITY a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The CITY may withhold final payment under the same terms and conditions as set forth in Section 20.3 above.
- 21.3. If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the CITY shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.
- 21.4. The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

## ARTICLE 22

### CITY'S RIGHT TO TERMINATE CONTRACT

- 22.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, CITY may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may neglect or default and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the

Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City by any governmental entity or by Broward County as a result of late completion of the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY the amount of said excess.

- 22.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of CITY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 18.

### ARTICLE 23

#### CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR's proper Application for Payment, and should CITY ENGINEER fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within fifteen (15) business days after it is presented, then CONTRACTOR shall provide CITY with written notice of same, and if CITY fails either to pay CONTRACTOR within thirty (30) business days after CITY receives CONTRACTOR's notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments, which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work or services that have not been performed or for consequential damages.

ARTICLE 24DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall, within twenty-four (24) hours of their discovery, notify CITY in writing of the existence of the aforesaid conditions. CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CITY ENGINEER with the consent of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY ENGINEER shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CITY ENGINEER as the date of substantial completion.

ARTICLE 25RESOLUTION OF DISPUTES

- 25.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the CITY ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CITY ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 25.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER shall notify

CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY ENGINEER requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

- 25.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under State law. This article shall not limit the CITY'S rights under the CITY'S False Claims Ordinance.

ARTICLE 26

APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 27

CONTRACT DOCUMENTS

- 27.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form, the record of Contract awarded by the City of Hallandale Beach, the Contract, the Performance and Payment Guaranty, any additional documents the submission of which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.

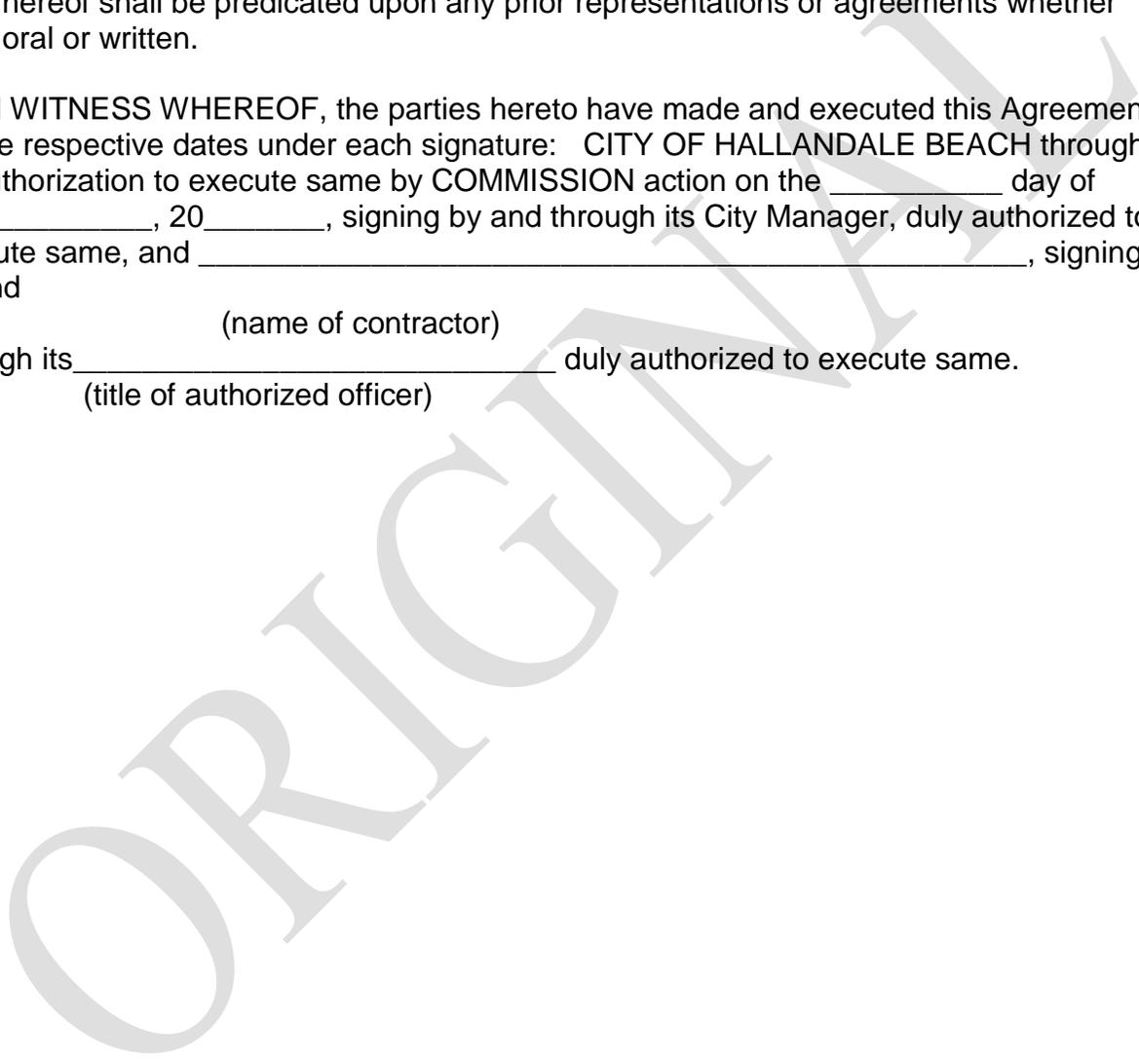
27.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

27.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, signing by and through its City Manager, duly authorized to execute same, and \_\_\_\_\_, signing by and

(name of contractor)

through its \_\_\_\_\_ duly authorized to execute same.  
(title of authorized officer)



CITY

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
D. Mike Good, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

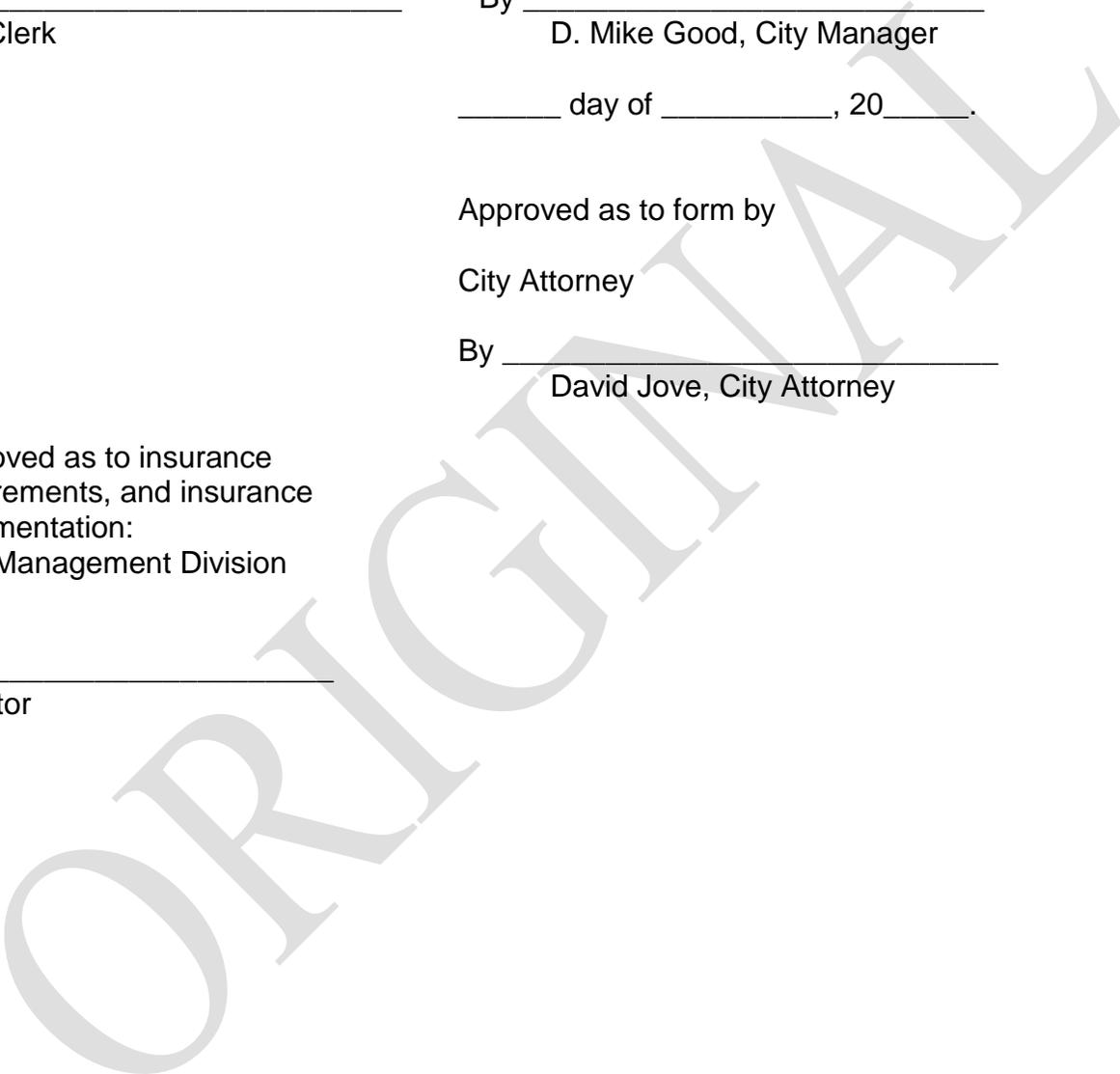
Approved as to form by

City Attorney

By \_\_\_\_\_  
David Jove, City Attorney

Approved as to insurance  
requirements, and insurance  
documentation:  
Risk Management Division

\_\_\_\_\_  
Director



CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

(If incorporated sign below).

CONTRACTOR

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name Signed Above)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS.

00608. FORM CERTIFICATE OF INSURANCE

A form Certificate of Insurance will be attached here.

ORIGINAL

00609. FORM OF PERFORMANCE AND PAYMENT BOND

That we \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_, as Surety, are bound to the City of Hallandale Beach, Florida, as Obligee, hereinafter called CITY in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR/PRINCIPAL and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 2009, with CITY for \_\_\_\_\_ for which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the CITY for Public Works Improvements for the **BID #FY 2009-2010-002 - CONSTRUCTION OF 30 SLIP CITY MARINA PROJECT**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
3. Pays CITY all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

This Bond shall continue in effect for one year after completion and acceptance of the work. The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by CITY to be, in default under the Contract, the CITY having performed CITY'S obligations thereunder, the surety shall promptly:

- 4.1. Complete the Contract in accordance with its terms and conditions and using a different contractor if City objects to using principal, shall well and truly perform, carry out and abide by the terms, conditions and provisions of said Contract and complete the structure therein specified in accordance with the terms thereof and perform said Contract as aforesaid and declared by CITY in default under the Contract, it shall be duty of the surety herein to assume responsibility for the performance of said Contract, remedy the default and to complete the contract therein specified in accordance with the terms thereof; and the surety herein shall and does hereby agree to indemnify the

obligee and hold it harmless of, from and against any all liability, loss, cost damage or expense and reasonable attorney fees, engineering and architectural fees or other professional services which said oblige incurs or which may accrue or be imposed upon by reason of the principal's default under the contract any negligence, default and/or misconduct on the part of said contractor, and its agents, servants, and/or employees, in about, or on account of the construction of structures and performance of said contract by the said contractor, and shall repay to and reimburse to the said obligee promptly upon demand, all sums of money including reasonable attorneys, architects and other professional fees, each and every paid out or expended by the said obligee on account of the failure and/or refusal of contractor to carry out do, perform, and/or comply with any of the terms and provisions of said Contract at and in the manner therein provided.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the CITY named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

00622. FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: CITY OF HALLANDALE BEACH, FLORIDA

RE: **BID NUMBER: FY2009-2010-002 – CONSTRUCTION OF 30 SLIP CITY MARINA DOCK PROJECT**

BIDDER: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ City/State Zip

Telephone No.: \_\_\_\_\_

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB 1266), the insurer named above:

Holds a Certificate of Authority authorizing it to write Surety Bonds in the State of Florida.

Holds a current valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
Agent and Attorney-in-Fact

AFFIDAVIT

STATE OF FLORIDA     )  
  ) SS.  
COUNTY OF             )

BEFORE ME this day personally appeared \_\_\_\_\_,  
Agent and Attorney-in-Fact of \_\_\_\_\_, who, being duly  
sworn, executed the foregoing instrument and acknowledged to and before me the  
truthfulness and accuracy of the statements in the foregoing instrument.

\_\_\_\_\_  
Signature of Person Making Affidavit

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida

My commission expires:

00825. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:  
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

---

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the CITY ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the CITY ENGINEER, is attached hereto. The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all

work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

\_\_\_\_\_  
CONTRACTOR BY DATE

THE CONTRACTOR will complete or correct the work on the list of items attached hereto within from the above Date of Substantial Completion.

\_\_\_\_\_  
CITY ENGINEER BY DATE

The CITY, through the Contract Administrator, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at  
(time)  
on  
(date).

CITY OF HALLANDALE BEACH \_\_\_\_\_  
BY CITY MANAGER DATE

\_\_\_\_\_

The responsibilities of the CITY and the CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

00826. FINAL CERTIFICATE OF PAYMENT:

PROJECT:  
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

The Work required by this Contract has been reviewed and the undersigned certifies that the Work has been completed in accordance with the provision of this Contract and is accepted under the terms and conditions thereof.

\_\_\_\_\_  
CITY ENGINEER BY DATE

The CITY, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at

on \_\_\_\_\_ (time)

\_\_\_\_\_ (date)

CITY OF HALLANDALE BEACH  
\_\_\_\_\_  
BY CITY MANAGER DATE

00830. FORM OF FINAL RECEIPT:

{The following for will be used to show receipt of final payment for this Contract}.

FINAL RECEIPT FOR CONTRACT NO. \_\_\_\_\_

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
from City of Hallandale Beach, the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) as full and final payment to the CONTRACTOR for  
all work and materials for the Project described as:

This sum includes full and final payment for all extra work and materials and all  
incidentals.

The CONTRACTOR hereby indemnifies and releases City of Hallandale Beach from  
all liens and claims whatsoever growing out of the said Contract or Project.

The CONTRACTOR hereby certifies that all persons doing work upon or furnishing  
materials or supplies for the said improvements under the foregoing Contract have been  
paid in full.

The CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida  
Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

{If incorporated sign below}

CONTRACTOR

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Title)

(CORPORATE SEAL)

Date: \_\_\_\_\_

{If not incorporated sign below}

CONTRACTOR

WITNESS:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

ORIGINAL

00850. DRAWINGS & EXHIBITS INDEX

**BID #FY 2009-2010-002 - CONSTRUCTION OF 30 SLIP CITY MARINA PROJECT**

PAGE	INDEX	DESCRIPTION
		City Plans
1	N/A	Cover Sheet
2	N/A	General Notes
3	N/A	Lot Layout
4	N/A	Utility, paving, grading & drainage plan - <b>REVISED</b>
5	N/A	Pump Station Detail
6	N/A	General Details
7		Landscape plans
E1 to E4		Electrical plans

00900. ADDENDA AND MODIFICATIONS:

All addenda and other modifications to the construction documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Bid project document.

If any addenda are issued, the City will attempt known prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>. It is the Bidder's responsibility to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure that the Bidder has a complete date package.

01000. TECHNICAL SPECIFICATIONS**CONSTRUCTION OF 30 SLIP MARINA DOCK PROJECT**SECTION 1: Scope of Work

The CONTRACTOR shall provide shop drawings and detailed construction plans as needed for obtaining building permits for the marina, bathroom, pavilion etc. and furnish all labor, material, equipment, tools, personnel, incidentals, maintenance of traffic, mobilization and transportation which are necessary for the proper layout and completion of the work, as specified herein for each bid item and shown on the project drawings. Construction plans shall be signed and sealed by a Florida licensed Professional Engineer or Architect. Construction of the site parking lot and utilities shall be per the approved project drawings which are a part of this Bid. The City has obtained all local and state permits necessary for the construction of the project. Contractor will be responsible for obtaining City Building Permits. The work includes but is not limited to:

**Marina Project Bid Portion "A"**

- \* Construction of a 30 slip Marina with wood or (alternate concrete) piling, pressure treated wood substructure, fiberglass grated decking, fenders, cleats, ladders, electric, water and fire service.
- \* Rebuilding of existing police dock.
- \* Site electric and lighting (except P-16,17 &18)
- \* Boat pump out unit
- \* Grinder pump station and forcemain
- \* Fire cabinets
- \* Water main extension
- \* Fire hydrant
- \* Sanitary sewer system (except to bathroom and fire house)
- \* Stabilization behind seawall

**Park Project Bid Portion "B"**

- \* Site parking lot area, sidewalks, paving, drainage system
- \* Site electric and lighting (only P-16,17 &18)
- \* Bathroom facility
- \* Gathering Pavilion/Tiki Hut
- \* Security fencing and gates with security keypad access
- \* Sewer lines to bathroom and fire house
- \* Sodding and irrigation of disturbed areas
- \* Septic Tank Closure
- \* Survey Work Required for Establishing Proper Layout, Elevations and Grades
- \* Maintenance of Traffic

## SECTION 2: LOCATION OF WORK

All work under this contract is within the City of Hallandale Beach property. Project area is the fire station site at 101 Three island Blvd.

## SECTION 3: GENERAL NOTES

- a) The following listed documents are incorporated by reference and the applicable portions thereof are made a part of this contract as supplemented and amended by the provisions of this contract.
1. Florida Department of Transportation STANDARD SPECIFICATION for Road and Bridge Construction 2000, hereinafter called FDOT SSR&BC.
  2. Manual on Uniform Traffic Control Devices, current edition, including Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations, (current Edition of MUTCD, Millennium Edition).
  3. State of Florida Qualified Products List, current edition, hereinafter called "QPL".
  4. FDOT Roadway and Traffic Design Standards, 2000.
  5. Permit conditions from BCHD, BCDEPD, ACOE, BCDER
- b) The CONTRACTOR shall perform removal and disposal of all materials in a manner consistent with all local, state and federal regulations, and to the satisfaction of the CITY ENGINEER. No materials shall be disposed of at the jobsite. Contractor shall provide dust control during demolition.
- c) Where FDOT specifications are referenced, it is to be understood that these specifications are to be used only as applicable and the applicability of any specification shall be determined by the CITY ENGINEER
- d) Where specific materials or manufactures are referenced, alternatives will be considered upon written request, but it shall remain the prerogative of the CITY ENGINEER to approve or disapprove any materials or manufacturer without explanation. All materials approved by the CITY ENGINEER are to be used per manufacturer's instructions and requirements. This includes any required training and supervision typically on the first installation.

- e) For each task described in the technical specifications there may be materials listed. These materials are intended to be the major material items, and do not necessarily constitute a complete listing. The CONTRACTOR shall be responsible for including in his bid all the items which the CONTRACTOR can reasonably be expected to have recognized the need for. No change in the bid price shall be claimed due to absence of reference to such material from this document.
- f) Quantities shown in bid documents are estimated. The CITY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR is based on the unit bid prices of the actual amount of work authorized for completion and approved by the CITY ENGINEER.
- g) Under Maintenance of Traffic for any construction items, the Contractor shall include costs for hiring off duty police officers as needed to maintain safe traffic control procedures through work zones. MOT plan must be submitted and approved by the City as well as any changes during construction, needed before commencement of work.

#### SECTION 4: MARINA DOCK

The marina shall consist of the construction of a 30 slip marina based on the plans prepared by the City and used for permitting the project.

##### 4.1 Materials

- a) The Piles can be pressure treated wood or (alternate concrete) with top caps.
- b) The substructure will be pressure treated wood, 2"x6", 2"x8" or 2"x10" joists, stringers and cross braces based on the final contractors shop drawings, all connections shall utilize galvanized or stainless steel bolts, nuts and washers.
- c) The decking shall be a fiberglass grated decking manufactured by Ferguson, Industrial Plastics Division, or equal. Decking shall include all fasteners and edge strips as needed to complete installation.
- d) Electric and water dock service units shall be provided for each slip. Electric shall be 2- 50 Amp and 2- 30 Amp services per unit. Water shall be 2- 3/4" services per unit. Units shall be EATON Marina Power Equipment, Lighthouse model or equal. Units shall have electric meters and water meters.
- e) Fire Service boxes shall be installed where shown on plans and shall be POTTER ROEMER 1991 Series containing Model No. 2500 hose rack assembly and Model; No. 3000 fire extinguisher or equal.
- f) Cleats shall be Almag Aluminum "S" Cleats, 12" long, minimum 3 per slip, 2 per dolphin pile, manufactured by SEADOG LINE, Fig 9718 cleats.

g) Ladders shall be high quality 6063 marine grade aluminum, 5 step minimum manufactured by International Dock Products, Inc. or equal.

h) Contractor shall provide electrical service lines and connections as required by the plans. All electrical wiring on dock shall be in conduit, all construction shall be per current building codes.

i) Sanitary pump out station shall be a Jonny Trap Model 6000 by FAR Products, Inc. or equal with 50' of hose. Contractor shall provide unit, installation and power feed.

j) Dock Fenders shall be Manufactured by Scalise Marine Inc. Products Model FA 400 or equal, minimum 2 per slip.

k) All slips shall be numbered with aluminum plates mounted on dock.

#### 4.2 Installation

a) All installation shall be per manufacturer's specifications for the equipment supplied.

#### 4.3 Measurement and payments

a) Measure and payment shall be based on the units as outlined in the bid sheets portion of the project.

### SECTION 5: GATHERING PAVILION/TIKI HUT

5.1 Tiki Hut shall be 20' x 30' hut with synthetic African reed thatched roof, wood poles, 4" concrete slab floor, electric power outlets (2), 2 picnic tables and a charcoal grill.

### SECTION 6: BATHROOM

6.1 The bathroom shall be a 15' x 15' concrete building with an architectural shingle roof and stucco finish. Each stall shall be handicap accessible and have a toilet, a sink with cold water service only, a mirror, a light/exhaust fan, a lockable steel door and a window. Floor and walls shall be finished painted concrete. Building shall have flow thru block with screening for flooding purposes.

### SECTION 7: SEAWALL STABILIZATION

7.1 The Contractor shall review the attached seawall inspection report, Exhibit "D", and include a price under bid item 2, bid portion "A", for performing all repairs recommended by the report. The Contractor shall perform any necessary backfill,

compaction and repairs to stabilize the area behind the wall as recommended in the seawall inspection report.

SECTION 8: ELECTRICAL SYSTEM, WATERMAINS, PUMPS STATION, SANITARY SEWER, FORCEMAIN, SIDEWALK, CURBING, MANHOLES, FIRE HYDRANT, STORM DRAINAGE, SWALES,

8.1 The Contractor shall construct the project as detailed on the construction plans. Refer to the construction plans for specifications for these items.

SECTION 9: PERVIOUS PAVERS

9.1 The pervious pavers shall be a "X" pattern turf block paver with open areas for infiltration of storm water. The pavers shall be a minimum of 2-3/8" thick and constructed of 6000 psi concrete. Voids within the pavers shall be filled with pearock.

SECTION 10: FLAG POLE

10.1 The flag pole shall be 20 foot in height Commercial Internal Halyard Tapered Flagpole manufactured by The Flag Pole Company of Brooklyn, Michigan or equal. The flag pole shall be aluminum and have a satin finish and be capable of withstanding 150 mph wind loads.

SECTION 7: FENCING AND GATES

7.1 Fencing and gates shall be constructed in accordance with the project drawings and/or where directed by the CITY ENGINEER or his designee.

7.2 The excavation and satisfactory disposal of all materials necessary for the construction of the new fencing and gates shall be in accordance with Section 550 of the FDOT-SSR&BC, latest edition.

7.3 Contractor shall furnish and erect metal fencing and gates of the type and at the locations shown in the plans.

7.4 Materials

- a) Fencing shall be 6' high aluminum picket type, anodized black, 1" pickets, "Fence City Commercial Madrid" or equal, 6' lengths.
- b) Concrete for bases shall be Class I concrete as specified in section 387 of the FDOT standard specifications or a packaged, dry material meeting the requirements of a concrete under ASTM C-387.
- c) Mechanically operated gates shall have keypad access with Locking Assembly where noted on plan.

- d) Manual gates for dock access shall have keypad access.
- e) Chain link posts, rails, truss rods, tension wires, tie wires, stretcher bars, gates, and all miscellaneous fittings and hardware shall meet the requirements of ASHTO M181.
- f) Line posts shall be galvanized steel pipe, schedule 40, 1-1/2" nominal diameter, zinc galvanized at the rate of 1.8 oz/sf: ASTM A53 table X 2, ASTM F1083 and AASHTO M111.
- g) Corner, end and pull posts shall be galvanized steel pipe, schedule 40, 2" nominal diameter, zinc galvanized at the rate of 1.8 oz/sf: ASTM A53 table X 2, ASTM F1083 and AASHTO M111.
- h) Rails shall be galvanized steel pipe, schedule 40, 1-1/4" nominal diameter, zinc galvanized at the rate of 1.8 oz/sf: ASTM A53 table X 2, ASTM F1083 and AASHTO M111.
- i) Chain link fabric shall be 2" mesh with twisted and barbed selvaige top and bottom.  
Tension wire shall be steel wire No. 7 gage zinc galvanized at the rate of 1.2 oz/sf: AASHTO M181. Tie wire and hog rings shall be steel wire No. 9 gage zinc galvanized at the rate of 1.2 oz/sf.
- j) Green vinyl slates shall be used to provide screening.

#### 7.5 Installation

- a) Line posts shall be set in 10" diameter concrete holes, 2'-6" deep with 6" clearance at the bottom. Corner, end or pull posts shall be set in 12" diameter concrete holes 3'-6" deep with 6" of clearance at the bottom.
- b) Corner, end, line and pull posts shall be set an additional 3" of depth for each 1' of fence height greater than 6'.
- c) In any location where underground utilities may interfere with column footings contractor shall construct shallow spread footers at no additional costs.

#### 7.6 Measurement and payment

- a) Fences shall be on a lineal footage basis and shall include all appurtenances and installation.
- b) Gates shall be paid for on a per each basis and shall include all appurtenances and installation.

## SECTION 8: PAINTING

### 8.1 GENERAL REQUIREMENTS

Furnish labor, materials and equipment as required for complete execution of work shown on drawings and specified herein for painting the existing storage shed, new bathroom and sealing the pavilion floor. Primer and Paint shall be environmentally friendly and shall be applied to manufacturer's specifications to ensure warranty coverage. Color to be chosen by City.

### 8.2 SECTION INCLUDES

- A. Paint Materials
- B. Field Painting
  - 1. Surface Preparation
  - 2. Schedule of Colors

### 8.3 SUBMITTALS

- A. Contractor shall submit the following:
  - 1. Manufacturer's literature and Material Safety Data Sheets for each product.
  - 2. Painting schedule identifying surface preparation and paint systems proposed.

### 8.4 SYSTEM DESCRIPTION

- A. Work shall include surface preparation, paint application, inspection of painted surfaces and corrective action required, protection of adjacent surfaces, cleanup and appurtenant work required for the proper painting of all surfaces to be painted.
- B. Perform Work in strict accordance with manufacturer's published recommendations and instructions, unless the Engineer stipulates that deviations will be for the benefit of the project.
- C. Paint surfaces which are customarily painted, whether indicated to be painted or not, with painting system applied to similar surfaces, areas and environments, and as approved by Engineer.

## 8.5 GENERAL INFORMATION

- A. The term "paint" is defined as both paints and coatings including emulsions, enamels, stains, varnishes, sealers, and other coatings whether organic or inorganic and whether used as prime, intermediate, or finish coats.
- B. Purchase paint from an approved manufacturer. Manufacturer shall assign a representative to inspect application of their product both in the shop and field. The manufacturer's representative shall submit a report to the Engineer at the completion the Work identifying products used and verifying that surfaces were properly prepared, products were properly applied, and the paint systems were proper for the exposure and service.
- C. Provide primers and intermediate coats produced by same manufacturer as finish coat. Use only thinners approved by paint manufacturer, and only within manufacturer's recommended limits.
- D. Ensure compatibility of total paint system for each substrate.
- E. Use painting materials suitable for the intended use and recommended by their manufacturer for the intended use.

## 8.6 QUALITY ASSURANCE

- A. Painting operations shall be accomplished by skilled craftsman familiar with standards and recommended practices for painting concrete walls and tanks.
- B. Provide a letter indicating that the painting applicator has five years of experience, and 15 references which show previously successful application of the specified or comparable painting systems. Include the name, address, and the telephone number for the Owner of each installation for which the painting applicator provided services.

## 8.7 STORAGE AND DELIVERY

- A. Bring materials to the job site in the original sealed and labeled containers specifically purchased for this job.
- B. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Store paint materials at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

- D. Comply with requirements listed on manufacturer's MSDS and all health, fire, EPA, and OSHA regulations as regards storage of materials.

## 8.8 JOB CONDITIONS

### A. Environmental Regulations

1. Volatile Organic Compounds (VOC's) - VOC ratings (pounds per gallon (PPG) and grams per liter (GPL) for coatings specified herein are believed to be in compliance with limits set forth by the air pollution control agency having jurisdiction in the area in which the work is to be performed. The VOC rating for each coating material to be used is included in the appropriate section of these Specifications. The Contractor shall verify that each coating used is in compliance with the aforementioned air pollution limits. Thinning of coatings in excess of the manufacturer's recommendation is not permitted.
2. Contact with Potable Water - All interior surfaces that make contact with potable water shall meet the ANSI/NSF Standards for Potable Water Contact. It is believed that the coatings specified herein are in compliance with that Standard, however, it is the Contractor's responsibility to verify that all coatings that will make contact with potable water will meet the ANSI 61 Standards for Potable Water Contact.
3. Safety Requirements - The Contractor shall comply with all health and safety regulations and requirements of OSHA (or a State Health and Safety Regulatory Agency), SSPC-PA Guide 3, and the paint and abrasive manufacturers. Should vents, holes, rigging attachments, or any other modification, cutting, or welding be required to meet safety standards, they may be accomplished at the expense of the Contractor when submitting written details to, and with subsequent approval by the Water Company.
4. Emissions - Compliance with local, state, and federal regulations concerning the emissions of solid, particulate or gaseous matter as a result of cleaning, painting or other operations under this Agreement shall be the responsibility of the Contractor.
5. Waste Classification - Contractor shall immediately after Notice to Proceed satisfy all Laws and Regulations pertaining to the classification of waste generated on the project. Waste shall be understood to include abrasive blasting residuals, paint containers, unused paints and thinners, solvents and other material whose disposal is subject to requirements contained in Laws and Regulations.
6. Responsibility - The compliance with all regulations shall be accomplished without supervision from the Engineer, Inspector, or other direct or indirect agents of the Owner.

B. Protection of Properties

All openings that may come in contact with potable water must be carefully covered with a strong enough cover to keep blasting abrasive and paint materials from entering the openings. All Water Company equipment and property in or around the work site shall be covered to protect it from abrasive and paint damage. Special precautions shall be taken by the Contractor to restrict and control windborne fallout of residue and particulate matter from cleaning operations, and/or paint when the proximity of adjacent property or vehicles warrants that special precautions are necessary. If needed, the Contractor shall schedule and coordinate his work to avoid windborne fallout. All damage to existing facilities and adjacent property resulting from the Contractor's carelessness or negligence shall be cleaned, repaired or replaced by the Contractor at no additional expense to the Owner.

C. Access and Rigging

All rigging attachments required for performance of the Work shall be carefully inspected by the Contractor prior to use. The Contractor assumes all responsibility for use of all existing and any added attachments. Access is guaranteed only to the extent as is currently available. Provisions of access of specific equipment is the sole responsibility of the Contractor.

D. Cleanliness

The Contractor is reminded that the Work shall be performed in a potable water processing facility. Extreme care must be exercised within this facility to protect public water supplies. The job site must be kept in a clean and safe condition at all times. The daily debris shall be collected in covered containers and disposed of in a manner consistent with all applicable environmental regulations. Absolutely no paint, solvent material, gasoline, oil or other toxic or hazardous material is to be disposed of in the vicinity of the work site, including all City of Hallandale Beach property.

8.9 PAINT MATERIALS

A. Provide paint and paint products manufactured by Decra-Flex, Sherwin Williams, Kop-Coat, or equal.

1. Paint shall be a premium quality, high build elastomeric waterborne coating available in Smooth, Fine or Coarse finishes. Paint shall provide a long lasting weather-resistant finish on exterior, above grade vertical masonry, stucco and pored concrete. Paint may also be used on properly prepared previously painted surfaces. Paint shall provide a waterproof film, even against 98 mph wind-driven rain, yet breathes to allow entrapped moisture vapor to escape, preventing blistering. Paint shall have superior elongation properties to allow

the film to expand and contract over existing hairline cracks without the reoccurrence of cracking through the film.

B. Submittals

1. Submit shop drawings in accordance with the General Conditions.
2. Submit manufacturer's data sheets showing the following information:
  - a. Percent solids by volume of coating compound.
  - b. Number of coats required to give the specified dry thickness.
  - c. Minimum recommended dry thickness per coat for prime, intermediate, and finish coats.
  - d. Recommended surface preparation.
  - e. Application instructions including recommended equipment and temperature limitation.
  - f. Curing requirements and instructions.

8.10 SURFACE PREPARATION EXECUTION

A. General

1. Surfaces to be painted shall be clean and dry, and free of dust, rust, scale, and foreign matter. No solvent cleaning, power or hand tool cleaning shall be permitted unless approved by the Engineer.
2. Protect or remove, during painting operations, hardware, accessories, machined surfaces, nameplates, lighting fixtures, and similar items not intended to be painted prior to cleaning and painting. Reposition items removed upon completion of painting operations.
3. Examine surfaces to be coated to determine that surfaces are suitable for specified surface preparation and painting. Report to Engineer surfaces found to be unsuitable in writing. Do not start surface preparation until surfaces have been corrected and suitable for painting. Starting surface preparation precludes subsequent claim that such surfaces were unsuitable for the specified surface preparation or painting.
4. Surface preparation shall be in accordance with specifications and manufacturer's recommendations. Provide additional surface preparations, and fill coats where recommended by manufacturer and where recommendations exceed requirements of the specifications.

5. Touch up shop or field applied paint damaged by surface preparation with same type of shop or field applied paint, even to the extent of applying an entire coat. Touch-up coats are in addition to and not considered the first field coat.

B. Masonry

1. Cure for a minimum of 30 days prior to paint application.
2. Clean masonry surfaces free from all dust, dirt, oil, grease, loose mortar, chalky deposits, efflorescence, and other foreign materials.
3. Test masonry for moisture content. Use test method recommended by paint manufacturer. Do not begin painting until moisture content is acceptable to manufacturer.

D. Previously-Painted Surfaces

1. Surfaces which are greater than 75% intact require removal of failed paints and then spot primed. Spot priming is in addition to coats specified.
2. Remove surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers.
3. Check existing paints for compatibility with new paint system. If incompatible totally remove existing paint system or apply a barrier coat recommended by the paint manufacturer. Remove existing paints of undetermined origin. Prepare a test patch of approximately 3 square feet over existing paint. Allow test patch to dry thoroughly and test for adhesion. If proper adhesion is not achieved remove existing paint and repaint.

## 8.11 APPLICATION OF PAINT

- A. Apply paint by experienced painters with brushes or other applicators approved by the Engineer, and paint manufacturer.
- B. Apply paint without runs, sags, thin spots, or unacceptable marks.
- C. Apply at rate specified by the manufacturer to achieve at least the minimum dry mil thickness specified. Apply additional coats, if necessary, to obtain thickness.
- D. Perform thinning in strict accordance with the manufacturer's instructions, and with the full knowledge and approval of the Engineer and paint manufacturer.
- E. Allow paint to dry a minimum of twenty-four hours between application of any two coats of paint on a particular surface, unless shorter time periods are a requirement by the manufacturer. Longer drying times may be required for abnormal conditions as

defined by the Engineer and paint manufacturer. Do not exceed manufacturer's recommended drying time between coats.

F. Suspend painting when any of the following conditions exist:

1. Rainy or excessively damp weather.
2. Relative humidity exceeds 85%.
3. General air temperature cannot be maintained at 50°F or above through the drying period, except on approval by the Engineer and paint manufacturer.
4. Relative humidity will exceed 85% or air temperature will drop below 40°F within 18 hours after application of paint.
5. Surface temperature of item is within 5 degrees of dewpoint.
6. Dew or moisture condensation are anticipated.
7. Surface temperature exceeds the manufacturer's recommendations.

#### 8.12 INSPECTION

- A. Each field coat of paint will be inspected and approved by the Engineer or his authorized representative before succeeding coat is applied. Tint successive coats so that no two coats for a given surface are exactly the same color.
- B. Use magnetic dry film thickness gauges and wet fiber thickness gauges for quality control. Furnish magnetic dry film thickness gauge for use by the Engineer.
- C. Determination of Film Thickness: Randomly selected areas, each of at least 107.5 contiguous square feet, totaling at least 5% of the entire control area shall be tested. Within this area, at least 5 squares, each of 7.75 square inches, shall be randomly selected. Three readings shall be taken in each square, from which the mean film thickness shall be calculated. No more than 20 percent of the mean film thickness measurements shall be below the specified thickness. No single measurement shall be below 80 percent of the specified film thickness. Total dry film thickness greater than twice the specified film thickness shall not be acceptable. Areas where the measured dry film thickness exceeds twice that specified shall be completely redone unless otherwise approved by the Engineer. When measured dry film thickness is less than that specified additional coats shall be applied as required.
- E. Paint manufacturer or his representative shall provide their services as required by the Engineer. Services shall include, but not be limited to, inspecting existing paint, determination of best means of surface preparation, inspection of completed work, and final inspection of painted work 11 months after the job is completed.

### 8.13 PROTECTION OF ADJACENT PAINT AND FINISHED SURFACES

- A. Use covers, masking tape, other method when protection is necessary, or requested by Owner or Engineer. Remove unwanted paint carefully without damage to finished paint or surface. If damage does occur, repair the entire surface adjacent to and including the damaged area without visible lapmarks and without additional cost to the Owner.
- B. Take all necessary precautions to contain dispersion of sandblasting debris and paint to the limits of the work. Take into account the effect of wind and other factors which may cause dispersion of the sandblasting debris and paint. Suspend painting operations when sanding debris or paint cannot be properly confined. Assume all responsibilities and cost associated with damage to adjacent structures, vehicles, or surfaces caused by the surface preparation and painting operations.

### 8.14 SCHEDULE OF COLORS

- A. Colors shall be selected by the City. Match colors of existing building and wall. No variation shall be made in colors without the Engineer's approval. Color names and numbers shall be identified according to the appropriate color chart issued by the manufacturer of the particular product in question.

## SECTION 9: ASPHALT

- 9.1 New asphalt pavement and utility trench patching shall be constructed in accordance with the project drawings and/or where directed by the CITY ENGINEER or his designee.
- 9.2 The excavation and satisfactory disposal of all materials necessary for the construction of the new pavement shall be in accordance with Section 120 of the FDOT-SSR&BC, latest edition.
- 9.3 Where applicable, existing asphalt shall be saw cut and asphalt and limerock base removed as directed by CITY ENGINEER or his designee.
- 9.4 Where applicable, existing asphalt and limerock base is to be excavated, removed, and disposed of by CONTRACTOR at CONTRACTOR'S expense.
- 9.5 The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the project drawings and such survey work shall be considered incidental to pay item work.

## 9.6 Materials

- a) Base course shall be crushed Limerock Miami Oolite and shall conform to the requirements of Sections 200 and 911 of the FDOT-SSR&BC, latest edition.
- b) Asphaltic concrete surface course shall be Type S-III, as set out in Section 331 of the FDOT-SSR&BC, latest edition. A tack coat shall be used between paving courses and prime coat shall be used on the finished rock base.
- c) Preparation, transportation and method and procedure for laying the surface course shall be in accordance with Section 330 of the FDOT-SSR&BC, latest edition. All surface shall be laid to proper grade, crown, and cross slope. All deficiencies in the surface shall be cut out and be placed or corrected as directed by CITY ENGINEER or his designee. The edges of all new surfaces shall be transitioned into existing surfaces smoothly.

## 9.7 Installation

- a) The top 12" of the sub-grade shall be compacted to a minimum of 98% of the maximum density (AASHTO T-180). All sub-grade material shall have an L.B.R. of 40 minimum.
- b) Base course material for paved areas shall be a minimum thickness as shown on the plans, placed in two layers. Base course shall be compacted to 98% of the maximum density as per AASHTO T-180.
- c) Installation of asphalt wearing surface shall be per thickness shown on plans and shall conform with the requirements of the FDOT-SSR&BC for S-III asphaltic concrete.
- e) Existing asphalt, where required, shall be saw-cut in a continuous straight line to form a butt joint with the new asphalt.

## 9.8 Testing

- a) The finished surface of the base and that of the wearing surface shall not vary more than 1/4" from the templet. Any irregularities exceeding this limit shall be corrected. Any areas of new pavement where storm drainage has been installed under this Contract which experiences ponding one (1) hour after cessation of rainfall greater than one (1) square yard or deeper than 1/2" shall be corrected at the CONTRACTOR'S expense.

- b) Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the CITY ENGINEER or his designee and shall be paid for by the CONTRACTOR. A compaction test shall be performed for every section of new pavement and at least one (1) test for every 250 square yards of new pavement.
- c) Compaction test reports of sub-grade and base rock shall be submitted for approval to the CITY ENGINEER or his designee prior to installation of final asphaltic wearing surface.

#### 9.9 Measurement and Payment

Payment will be on a square yard basis and will be "in full" compensation for excavation and disposal of existing material, for furnishing all new materials, for mixing, hauling, compacting, and testing new pavement, and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

### SECTION 10: STRIPING

Pavement marking shall be in accordance with FDOT SSR&BC, Sections 706 & 711, latest edition. Striping shall be 6" wide thermoplastic unless otherwise noted on the plans.

#### 10.1 Materials

Thermoplastic paint shall be in accordance with the requirements as indicated in Section 711 of the FDOT Specifications. Color shall be white or yellow as shown on the plans. All handicap markings are to be painted blue.

#### 10.2 Installation

Striping shall be placed on clean dry surfaces and in accordance with FDOT standards. Equipment shall be of a type and design which will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and as to alignment. Drips and spattered paint shall be removed. Any striping to be removed shall be done so as not to damage the underlying pavement.

#### 10.3 Measurement and payment

Payment will be on a lineal footage basis and will be "in full" compensation for furnishing all new materials, equipment and labor to complete the construction and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

SECTION 11: SODDING

- 11.1 This item shall consist of excavation, grading, labor, material and equipment necessary to furnish and place sod, in accordance with the project drawings and specifications. Excavation and disposal of excess material sufficient to produce a finished swale meeting the cross section criteria as specified in project drawings details or directed by the CITY ENGINEER or his designee.
- 11.2 The area to be sodded shall be leveled and prepared to provide a smooth, even surface. All stones, roots and other debris over 2" in largest dimension shall be removed. The surface shall be loosened to provide a proper bed of sand on black dirt. No compaction of swale areas will be allowed. Thickness of sod of two (2) inches should be taken into consideration when preparing swales.
- 11.3 Any medium or large tree or permanent structure within the area to be regraded and sodded must remain in place and regrading of area around the tree or structure must be such the slope around the tree or structure does not exceed a 15-degree angle. Bushes and hedges shall be removed and disposed of unless directed otherwise by the CITY ENGINEER or his designee.
- 11.4 Small to medium trees shall be relocated as directed by the CITY ENGINEER or his designee. In preparing trees for moving and transport, CONTRACTOR shall take precautions customary in good trade practice. Workmanship that fails to meet the highest standards will not be accepted.

All trees shall be balled and burlapped when excavated. Trees shall have a solid ball of soil a minimum of 24 inches in diameter and a minimum depth of 16 inches held in place securely by burlap and a stout rope. Broken or loose balls will not be accepted.

Where trees are relocated within existing right-of-way, CONTRACTOR will be responsible for watering same for a period of at least thirty (30) days.

- 11.5 Sod must be placed within 72 hours from excavating and preparing swale. In the event rain erodes surface of swales, the area must be prepared again to provide a smooth, even surface and surface shall be loosened again to provide a proper bed of sand and black dirt at no additional cost to the CITY.
- 11.6 Sod material shall be strongly rooted St. Augustine Floratam grass of good quality and free from weeds. It shall be alive and viable, not dormant. Sod shall be placed with 24 hours from time of striping and shall be placed with tightly fitting joints. After laying, sod shall be covered with sufficient top dressing to fill voids remaining and thoroughly watered to wash top dressing into sodded surface. Unmixed sand shall be used for top dressing.

- 11.7 Finished elevation of new sod along edges of road and driveway aprons must be such to allow rainwater to flow freely to swale areas. Finished elevation of new sod along edges of existing sod must match the elevation of the existing sod. Completed sod surface shall be even and firm and shall be flush with top of abutting walks, paving, concrete borders, catch basins, and the like.
- 11.8 The CONTRACTOR shall water immediately after placing and at least four times per week for fourteen (14) days, to insure proper growth. All sod material that is dead or in poor condition when the project is inspected for acceptance will be replaced at the CONTRACTOR'S expense.
- 11.9 The CONTRACTOR shall be responsible to locate and safeguard any irrigation lines within the swale area and repair of any irrigation line damaged by CONTRACTOR is the CONTRACTOR'S responsibility.
- 11.10 The CONTRACTOR shall be responsible for safeguarding the asphalt or concrete along the edges of the road and driveway aprons during the regrading and preparation of the swale. Any damage to the road or driveway aprons must be repaired at the CONTRACTOR'S expense.
- 11.11 In case existing asphalt has to be removed for regrade and sodding, 12" of limerock must be removed and filled with approved material by the City Engineer or his designee.
- 11.12 Measurement and Payment

This work shall be paid for at the Contract price for each square foot of sodding, measured in place. Payment will be "in full" compensation for excavation and disposal of existing material, for removal and disposal of bushes and hedges, for relocation of small to medium trees, for furnishing all new materials, for preparation of bed of sand on black dirt, for top dressing, watering, and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

## SECTION 12: RESPONSIBILITY OF CONTRACTOR

- 12.1 It shall be the responsibility of the CONTRACTOR to remove from the job site, and properly dispose of, all residue at the end of each and every workday. No materials, equipment and/or debris shall be left in street right-of-way overnight without the permission of the CITY ENGINEER or his designee, or on private property without property owner's permission.
- 12.2 The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the project drawings and shall provide the CITY with a set of certified as-built plans. The survey work and certified as-built plans shall be considered incidental to pay item works.

### 12.3 Dust Control

It shall be the CONTRACTOR'S responsibility to control dust by watering and sweeping at the end of each and every workday or as directed by the CITY ENGINEER or his designee. The water used shall be provided by the City. Should the CONTRACTOR fail to control dust to the satisfaction of the CITY ENGINEER or his designee, the CITY will control the dust by whatever means the CITY deems necessary and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

### 12.4 Notification to Residents

It shall be the CONTRACTOR'S responsibility to notify residents, in writing, 48 hours prior to performing any work. Notification must include type of work to be done, date work will start, and estimated time to complete work. In the event CONTRACTOR changes schedule or duration of work, CONTRACTOR must notify resident, in writing, of such changes. CONTRACTOR must provide a copy of all written notification to the CITY ENGINEER.

12.5 The CONTRACTOR shall perform the job in a professional manner so as not to discredit or reflect poorly on the image of the City of Hallandale Beach (i.e., use of foul language, alcohol or improper conduct shall not be permitted).

12.6 Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, underground utilities and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the CONTRACTOR and shall be replaced or repaired in a timely manner to the owner's satisfaction by the CONTRACTOR at no additional cost to the CITY.

Cast iron frames, grates and covers from catch basins and manholes to be removed must be turned in to the CITY.

Some underground utilities are indicated on the project drawings as accurately as possible. The CITY does not represent that their location as shown on the project drawings is accurate or that all underground utilities and services are shown on the project drawings. It is the CONTRACTOR'S responsibility to locate and protect all underground utilities or services when excavating or constructing the proposed improvements. Any utility protection measures needed during construction or demolition shall be the CONTRACTOR'S responsibility.

12.7 The CONTRACTOR shall protect from sediment and debris any existing catch basin with filter fabric while work is in progress. Filter fabric shall be removed after completion of work or sod has established. Filter fabric must be cleaned periodically to avoid excessive accumulation of sediment and debris. Extreme care shall be taken when removing filter fabric to avoid sediments and debris entering catch basin.

## 12.8 Traffic Control and Safety

Traffic shall be directed through the project with such signs, barricades, devices, flagmen, as are necessary to provide maximum safety for the public and workmen with minimum interruption to the traffic flow and in accordance with Florida DOT's Manual on Uniform Traffic Control for construction and maintenance work zones.

The CONTRACTOR shall have adequate manpower to provide the necessary traffic control at all times. The CITY will not provide any assistance to this end.

## 12.9 Field Engineering

Incidental to the Bidder's Proposal costs submitted, the CONTRACTOR shall retain the services of the registered land surveyor licensed in the State of Florida to identify existing control points and property lines indicated on the drawings as required.

The CONTRACTOR shall also provide engineering services required for survey work in execution of the project and civil, structural or other professional engineering services specified, or required to execute the CONTRACTOR'S construction methods and requirements.

Qualified engineers or registered land surveyors shall be acceptable to the CITY ENGINEER.

The CONTRACTOR, shall maintain an accurate record of the location of all pipelines, conduits, structures, manholes, valves, fittings, etc., and shall deliver these records in good order to the CITY ENGINEER as work is completed. These records shall serve as the basis for "as-built" drawings. These records must be completely acceptable to the CITY ENGINEER, i.e., the information must be certified by the registered Land Surveyor.

## 12.10 Performance

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel and/or equipment appears to the CITY ENGINEER to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order. Failure of the City Engineer to give such order shall in no way relieve the CONTRACTOR of his obligations to secure the quality of the work and rate of progress required.

#### 12.11 Private Land

The CONTRACTOR shall not enter or occupy private land outside of easements, except by permission of the owner.

#### 12.12 Pipe Locations

Pipelines shall be located substantially as indicated on the drawings, but the City Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the drawings, such notation is for the CONTRACTOR'S convenience and does not relieve him from laying and jointing different or additional items where required.

#### 12.13 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the City Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the City Engineer may require special construction procedures such as limiting the length of open trench, prohibiting stacks excavated material in the street, and requiring that the trench shall not remain open overnight. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

#### 12.14 Test Pits

Test pits for the purpose of locating underground pipeline of structures in advance of the construction shall be excavated and backfilled by the CONTRACTOR at the direction of the City Engineer or as the CONTRACTOR requires. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the City Engineer.

#### 12.15 Cooperation Within this contract

The CONTRACTOR shall cooperate with the CITY and with other contractors on the work to avoid inconvenience and delay and to facilitate completion of the entire work in a satisfactory manner.

## 12.16 Temporary Site Facilities

### 12.16.1 Temporary Toilets

The CONTRACTOR shall provide in the vicinity of the work, at locations satisfactory to the CITY and maintain in a sanitary condition, suitable temporary toilets for the use of the workmen. Upon completion of the work, the temporary toilets shall be removed and the premises left in a sanitary condition. The temporary toilets shall be satisfactory to the Department of Health.

### 12.16.2 Power and Telephone Service

The CONTRACTOR shall arrange and pay for all power and telephone service required for construction purposes.

### 12.16.3 Water Use During Construction

All CITY potable water used during this project shall be metered through a hydrant meter or meters obtained from the City Water Department. There is a \$650 deposit required for the use of a hydrant meter.

## SECTION 13: PAVER SPECIFICATIONS

### 13.1 Materials:

Pavers: 2-1/2" pervious pavers, X pattern, gray color, filled with white pea gravel, cemented edges.

### 13.2 Installation:

Subgrade: 12" stabilized subgrade, compacted to 98% max density, AASHTO T-180. Base: 6" limerock, compacted to 98% max density, AASHTO T-180. Bedding: 2" of bedding sand or asphalt millings, compacted to 98% max density, AASHTO T-180.

### 13.3 Measurement and Payment

This work shall be paid for at the Contract price for each square foot of pavers, measured in place. Payment will be "in full" compensation for excavation and disposal of existing material, for furnishing all new materials and for providing required traffic control and barricades in accordance with the FDOT-SSR&BC and as directed by the CITY ENGINEER or his designee.

## SECTION 14: STRUCTURAL PLASTIC LUMBER

### GENERAL

14.1 DESIGN: Per Contractor retained Engineer as indicated in Specification Section 01000 – TECHNICAL SPECIFICATIONS; SECTION 1: Scope of Work.

### 14.2 SUMMARY

A. Section Includes:

1. Structural Plastic Lumber members for dolphin pilings, dock pilings, dock framing members and decking for docks.
2. Fasteners.

### 14.3 ACTION SUBMITTALS

A. Product Data: For piling, framing and dock decking as well as fasteners.

1. For piling, framing and dock decking, include installation instructions.
2. For fasteners provide physical sample of stainless steel screws and bolts.
3. Concealed decking fastener.
4. Piling cap pieces.

B. Samples: For decking, not less than **24 inches** long, showing the range of variation to be expected in appearance, including surface texture.

C. Color Samples: Provide available color samples to owner for selection.

### 14.4 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from:

1. Structural Plastic Lumber members.
2. Concealed Decking fastener.
3. Design calculations and dock drawings signed and sealed by Professional of Record.

### 14.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack members flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

- B. Handle and store Structural Plastic Lumber to comply with manufacturer's written instructions.

## 14.6 PRODUCTS

### STRUCTURAL PLASTIC LUMBER:

- A. General: Products acceptable to authorities having jurisdiction and for which current model code evaluation reports exist that show compliance with building code in effect for Project for indicated occupancy and type of construction.
1. Structural Plastic Lumber (piling, framing and decking) shall be made from recycled post consumer or post industrial thermoplastics with no cellulose fiber. Mix the plastic with appropriate coloring agents, UV inhibitors, hindered amine light stabilizers and antioxidants so that the resulting products meet the material properties listed below.
  2. Add a minimum of 15% (by weight) chopped fiberglass reinforcement to the polyethylene used unless other means of controlling cracking are used with test results which show that long term cracking is nonexistent or as a means to provide strength or other desirable properties to the member.
  3. Structural Plastic Lumber shall contain no wood filler.
  4. Acceptable supplier is Innovative Green Solutions (IGS), 746 Walker Road, Suite 16-167, Great Falls, Va. 22066; e-mail: [info@igsfederal.com](mailto:info@igsfederal.com) and website: <http://igsfederal.com>, or owner approved equal.
  5. Minimum properties shall be
    - Modulus of Elasticity (min) = 250,000 psi
    - Allowable flexural strength = 600 psi
    - Allowable tensile strength = 600 psi
    - Allowable flexural strength = 600 psi
    - Allowable shear strength = 350 psi
    - Skin Density 55-63 pcf per ASTM D-792
    - Core Density 34-48 pcf per ASTM E-12
    - Ultraviolet 500 hours < 10% change in Shore D Durometer Hardness

- Core Ultraviolet 500 hours < 10% change in Shore D Durometer Hardness
  - Wet coefficient of friction of walking surface of decking > 0.80.
6. Member sizes shall be those required to support the specified loading as calculated by the Engineer of Record under this contract.
  7. Structural Plastic Lumber shall be of such composition that normal woodworking tools may be used to cut and drill.
  8. The color of the members shall be as selected by the owner.
  9. Structural Plastic Lumber shall not corrode, rot, warp, splinter or crack. The outer skin of decking shall be rough and meet the wet coefficient of friction specified below.
  10. Manufacture Structural Plastic Lumber as one continuous piece with no joints or splices with a dense outer skin surrounding a less dense core. There shall be no interior voids. Structural Plastic Lumber shall be free of twist and/or curvature.
  11. Members with cracks or splits are unacceptable.

#### 14.7 FASTENERS

- A. General: Provide fasteners of size and type required by the design, as indicated in paragraph 1.1 that comply with requirements specified in this article for material and manufacture.
- B. Provide screws, in sufficient length, to penetrate not less than **1-1/2 inches** into Structural Plastic Lumber substrate. For Structural Plastic Lumber decking use ASTM F593, Type 304 alloy or ASTM F 879, Type 304 alloy screws suitable for the application.
- C. Stainless-Steel Bolts: **ASTM F 593, Type 304 alloy** with **ASTM F 594, Type 304 alloy** hex nuts and, where indicated, flat washers.
- D. Loose Stainless Steel Plates and Angles: ASTM A276, Type 304 alloy.
- E. Welded Stainless Steel Assemblies For Connections: ASTM A276, Type 304L alloy.
- F. Stainless Steel Welding: Comply with American Welding Society (AWS) D1.6-2007.

## 14.8 CONCEALED DECKING FASTENERS

- A. Provide decking to supporting member attachment through concealed decking fastener system that is comprised of Alloy 304(Alloy 304L if welded assembly) stainless steel and is acceptable to the Owner.

## 14.9 EXECUTION

### 14.9.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 14.10 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

### 14.11 INSTALLATION, GENERAL

- A. Drive piling to capacity required by design indicated in paragraph 14.1. Cut piling off to required elevation and provide manufacturers standard cap.
- B. Set exterior rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit exterior rough carpentry to other construction; scribe and cope as needed for accurate fit.
- C. Use normal woodworking tools for cutting, drilling, etc.
- D. Framing Standard: Comply with details developed per paragraph 14.1.
- E. Provide 1/8 inch gap between decking members to allow for drainage.
- F. Install Structural Plastic Lumber to comply with manufacturer's written instructions.
- G. Secure decking to Structural Plastic Lumber framing with concealed decking fasteners as specified.
- H. Do not splice structural members between supports.

- I. Provide blocking and framing required by the design professional referenced in paragraph 14.1 and as required to support facing materials, fixtures, specialty items, and trim.

Securely attach Structural Plastic Lumber work by anchoring and fastening per the design of the design professional referenced in paragraph 14.1.

**END**

ORIGINAL

EXHIBIT A

CHAPTER 66B-2 — WATERWAYS ASSISTANCE PROGRAM (2008)

- 66B-2.001 Purpose.
- 66B-2.002 Forms.
- 66B-2.003 Definitions.
- 66B-2.004 Policy.
- 66B-2.005 Funds Allocation.
- 66B-2.006 Application Process.
- 66B-2.0061 Disaster Relief Applications.
- 66B-2.007 Application Form. (Repealed)
- 66B-2.008 Project Eligibility.
- 66B-2.009 Project Administration.
- 66B-2.010 Project Agreement. (Repealed)
- 66B-2.011 Reimbursement.
- 66B-2.012 Accountability.
- 66B-2.013 Acknowledgement.
- 66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.
- 66B-2.015 Small-Scale Derelict Vessel Removal Projects.

**66B-2.001 Purpose.**

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created s. 374.976, Florida Statutes. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under s. 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 12-17-90, Formerly 16T-2.001.*

**66B-2.002 — Forms.**

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 12-17-90, Formerly 16T-2.002.*

**66B-2.003 — Definitions.**

The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

EXHIBIT A

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(13) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(14) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(15) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(16) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(17) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(18) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(19) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(20) PROJECT MAINTENANCE – means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceably or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

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(21) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(22) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(23) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(24) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(25) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(26) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(27) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 3-25-08.*

### **66B-2.004 — Policy.**

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

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(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, public recreation, inlet management, environmental education, law enforcement and boating safety projects directly related to the waterways. Member counties may also be provided financial assistance, support, and cooperation in planning and carrying out beach renourishment and inlet management projects.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, public recreation, inlet management, environmental education, law enforcement and boating safety projects directly related to the waterways. Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out beach renourishment and inlet management projects.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for environmental mitigation projects associated with waterway improvement related activities and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include public boat ramps and launching facilities, land acquisition for additional trailer parking at an existing boat ramp, and public boat docking and mooring facilities in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

## EXHIBIT A

(5) **Waterway Impacts:** All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) **Project Maintenance:** The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) **Public Information Availability:** Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(8) **Third-Party Project Operators:** Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(9) **Non-compliance:** The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1), (2) FS.*

*History — New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05.*

### **66B-2.005 — Funds Allocation.**

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (a thru f) Waterways Assistance Program Application Evaluation and Rating Worksheet (effective date 4-24-06); and 93-25 and 93-25 (a, b and c) Waterways Assistance Program Navigation Districts Application Evaluation and Rating Worksheet (effective date 4-24-06), hereby incorporated by reference and available from the District office.

## EXHIBIT A

(1) **Funding Assistance Availability:** In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

2) **Project Funding Ratio:** All financial assistance and support to eligible governmental agencies shall require, at minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(6 3) and Rule 66B-2.008, and small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.007 8(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty (50) percent of the state share of the cost of an inlet project. The District shall not contribute funding to both the state and local shares of an inlet management project.

(3) **Pre-agreement Expenses:** The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board may waive the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Rule 66B-2.

(4) **Multi-Year Funding:** The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process.

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(5) **Seaport Funding Eligibility:** Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

(6) **Inlet Management and Beach Renourishment:** Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) **Inlet Management:** Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) **Beach Renourishment:** All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(7) **Public Navigation:** Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must provide public access to public launching, mooring or docking facilities. In addition, the following shall apply:

(a) **Navigation channel dredging:** The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) **Navigation channel lighting and markers** must be located on primary or secondary public navigation channels.

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All other public navigation projects or project elements will only qualify for up to fifty percent (50%) program funding.

(8) Land Acquisition: All land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1), (3) FS.*

*History — New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 3-25-08.*

### **66B-2.006 — Application Process.**

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Project and eligible Small-Scale Derelict Vessel Applications, all applications for assistance through this program will be submitted during the authorized submission period which shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms; Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and 93-22a, Project Information - Navigation Related Districts (effective date 4-24-06) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, and the Small-Scale Derelict Vessel program, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. All applications for financial assistance and support through this program from navigation related districts shall be made on FIND Form Number 93-22 (effective date 4-24-06), hereby incorporated by reference and available from the District office, and shall include a detailed cost estimate submitted on FIND Form No. 90-25. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 04-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Application Review: Applications will be reviewed by the local FIND Commissioner before being submitted to the District office. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02) and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will

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immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(6) **Interlocal Agreements:** Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(7) **Application Presentations:** Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(8) **Application Evaluation and Rating Score:** Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application Evaluation and Rating Worksheets No. 91-25(a thru f) for Waterways Assistance Program applications, and 93-25 (a, b and c) Waterways Assistance Program Navigation Related Districts applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061 "Disaster Relief", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06).

(9) **Funding Determination:** The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

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*History — New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06.*

### **66B-2.0061 — Disaster Relief Applications.**

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.*

### **66B-2.008 — Project Eligibility.**

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation, public recreation, environmental education, boating safety, acquisition and development of spoil sites publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, and inlet management, environmental mitigation and beach renourishment directly related to the waterways

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, improvement, operation or maintenance of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition and development of public boat ramps and launching facilities;
8. Acquisition and development of public boat docking and mooring facilities;
9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;
12. Public waterfront boardwalks;
13. Waterways boating safety programs and equipment;
14. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and
15. Other waterway related projects.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground

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equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
2. Restrooms for non-waterway users;
3. Roadways providing access to non-waterway users;
4. Parking areas for non-waterway users;
5. Utilities for non-waterway related facilities;
6. Lighting for non-waterway related facilities;
7. Maintenance equipment;
8. Picnic shelters and furniture;
9. Vehicles to transport vessels;
10. Operational items such as fuel, oil, etc.;
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, and organizational conferences.

(c) **Project Elements with Eligibility Limits:** Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
  - a. Project management, administration and inspection;
  - b. Design, permitting, planning, engineering or surveying costs for completed construction project;
  - c. Restoration of sites disturbed during the construction of an approved project;
  - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine law enforcement and other vessels are eligible for a maximum of \$30,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) **Phasing of Projects:** Applications for eligible waterway projects will be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review. Applicants for construction projects that include elements that require state or federal environmental permits will demonstrate that all required environmental permitting and proprietary authorizations will be completed by the District's final TRIM hearing. This demonstration will be by the submission of the required environmental permit(s) or by the submission of a letter from the agency(s) stating that a permit is not required. Should the environmental permitting element of an application that has construction elements that require state or federal environmental permits not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. The District will not deviate from the

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funding schedule, whereby funding decisions are completed at the final TRIM hearing, to accommodate any application deficiency.

(2) **Property Control:** The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) **Permits:** The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development of the project.

(4) **Public Marina Qualifications:** All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Program funds to public marina projects shall not be utilized for maintenance of the facilities if revenues generated by the facility are not exclusively allocated to the operation, maintenance and improvement of the public marina facility.

(5) **Final Decisions:** The Board will make all final decisions on the eligibility of a Project or specific project costs.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) — (3) FS.*

*History — New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04.*

### **66B-2.009 — Project Administration.**

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in

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carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) **Project Agreement:** For each funded project, the District and the project sponsor will enter into a project agreement, prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) **Matching Funds:** The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) **Agreement Modification:** All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category nor result in a reallocation of more than 35% of the approved funding of the project among project elements. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) **Project Reporting:** The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office.

(5) **Reimbursement Requests:** The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) **Project Inspection:** Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) **Project Completion:** The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and

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the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02.*

### **66B-2.011 — Reimbursement.**

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02), hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of (a) the percentage total of project funding that the Board has agreed to fund, or (b) the maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

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(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02.*

### **66B-2.012 — Accountability.**

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.*

### **66B-2.013 — Acknowledgement.**

The project sponsor shall erect a permanent sign, approved by the District, in a prominent location at the completed project which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

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*History — New 12-17-90, Formerly 16T-2.013.*

### **66B-2.014 — Small-Scale Spoil Island Restoration and Enhancement Projects.**

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) **Application Procedure** — A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals — Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) **Matching Funds**: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) **Eligibility**: All proposals must meet the following eligibility criteria to be considered for funding.

(a) **Management Plan Compliance**: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) **Property Control**: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District.

(4) **Funds Allocation**: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) **Hold Harmless Waiver**: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 7-30-02, Amended 4-24-06.*

### **66B-2.015 — Small-Scale Derelict Vessel Removal Projects.**

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

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(1) Application Procedure — Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$20,000 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with Rule 66B-2.005(3).

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 50% 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in section 66B-2.003.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

*Specific Authority 374.976(2) FS.*

*Law Implemented 374.976(1) FS.*

*History — New 4-24-06. Amended 4-15-07, 3-25-08.*

**BROWARD COUNTY PREVAILING WAGE RATES**

**EXHIBIT "B"**

**Prevailing Wage Rates:** On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of Two Hundred Fifty Thousand Dollars (\$250,000) or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

1. **Prevailing Wage Rate Ordinance.** This Project is not federally funded. If the construction cost is in excess of Two Hundred Fifty Thousand Dollars (\$250,000), the following sections shall apply:
  - a. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
  - b. All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.
  - c. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.
  - d. In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by CONTRACTOR, or any Subcontractor directly on the site of the work, has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the Contract Administrator may: (1) by written notice to CONTRACTOR terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to COUNTY for any excess costs occasioned to COUNTY thereby.

- e. Sections 1(a) through 1(d) above shall apply to this Contract to the extent that it is: (1) a prime Contract subject to the ordinance; or (2) a subcontract also subject to the ordinance under such prime Contract.
- f. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
- g. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as Exhibit "C."
- h. The Contract Administrator may withhold, or cause to be withheld, from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by CONTRACTOR or any subcontractor on the work, the full amount of wages required by this Agreement.
- i. If CONTRACTOR or any subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, the Contract Administrator may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

BROWARD COUNTY

EXHIBIT "C"

STATEMENT OF COMPLIANCE  
(PREVAILING WAGE RATE ORDINANCE NO. 83-72)

No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of this Agreement.

Dated \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF )  
                  ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 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, this \_\_\_\_\_ day of \_\_\_\_\_

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
typed, printed or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

My commission expires:

## SEAWALL INSPECTION SERVICES, INC.

27 Isla Bahia Drive  
 Fort Lauderdale, Florida 33316  
 Email: seawallinspect@prodigy.net  
 (954) 764-2770  
 (800) 244-9314

## INSPECTION REPORT

December 16, 2009

Richard Labinsky P.E.  
 City Engineer  
 City of Hallandale Beach, Fl. 33009

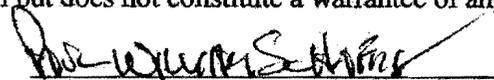
Site: 570' of seawall proposed City Marina site 3 Sisters

Length of Wall: Approximately 570'	Depth of water at wall: 3' to 5'
Undermining: None noted	Symptom holes: Numerous
Condition of cap Minor stress cracks	Facial Surface: Standard
Number and condition of "T" piles: "King" pile seams leaking soil	Condition of dock Average

## Inspectors Remarks

This seawall is a precast concrete panel "King" piling wall system approximately 570' in length. The precast concrete panels have proper penetration into the berm. The seawall is in standard structural condition. There are depressions behind the seawall caused by soil leakage from the "King" pile seams. This problem should be corrected before further damage occurs. The site seawall is satisfactory for construction of a Marina (See attached proposal for repair)

This report is issued after a diligent inspection but does not constitute a warrantee of any kind.

  
 Inspector's signature

"You Have A Friend In The Business"

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27 Isla Bahia Drive  
Fort Lauderdale, Florida 33316  
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December 16, 2009

Richard Labinsky P.E.  
City Engineer  
City of Hallandale Beach, Fl. 33009

Site: 570' of seawall proposed City Marina site 3 Sisters

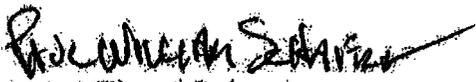
Dear Richard,

Enclosed you will find the inspection report for the seawall at the above referenced property. This report is furnished after a diligent visual inspection, but cannot address deficiencies that cannot be seen. If repairs are necessary there will be a proposal for the repairs attached.

As I am sure you are aware, a licensed and insured Marine Contractor should perform repairs of this nature. We are a licensed and insured Contractor with 31 years experience in Marine Construction standards and practices in South Florida. Please see the attached licenses, Insurance certificate and references.

If you have any questions about the seawall inspection report or the proposal, please feel free to contact me on my cell phone (954) 347-2208

Sincerely,



Paul William Schafer  
CG98-1609X  
CGC 050816

PWSajs

*"You Have A Friend In The Business"*

**SEAWALL INSPECTION SERVICES, INC.**

27 Isla Balsa Drive  
Fort Lauderdale, Florida 33316  
Email: seawallinspect@prodigy.net  
(954) 764-2770  
(800) 244-9314  
**PROPOSAL**

December 16, 2009

Richard Labinsky P.E.  
City Engineer  
City of Hallandale Beach, FL 33009

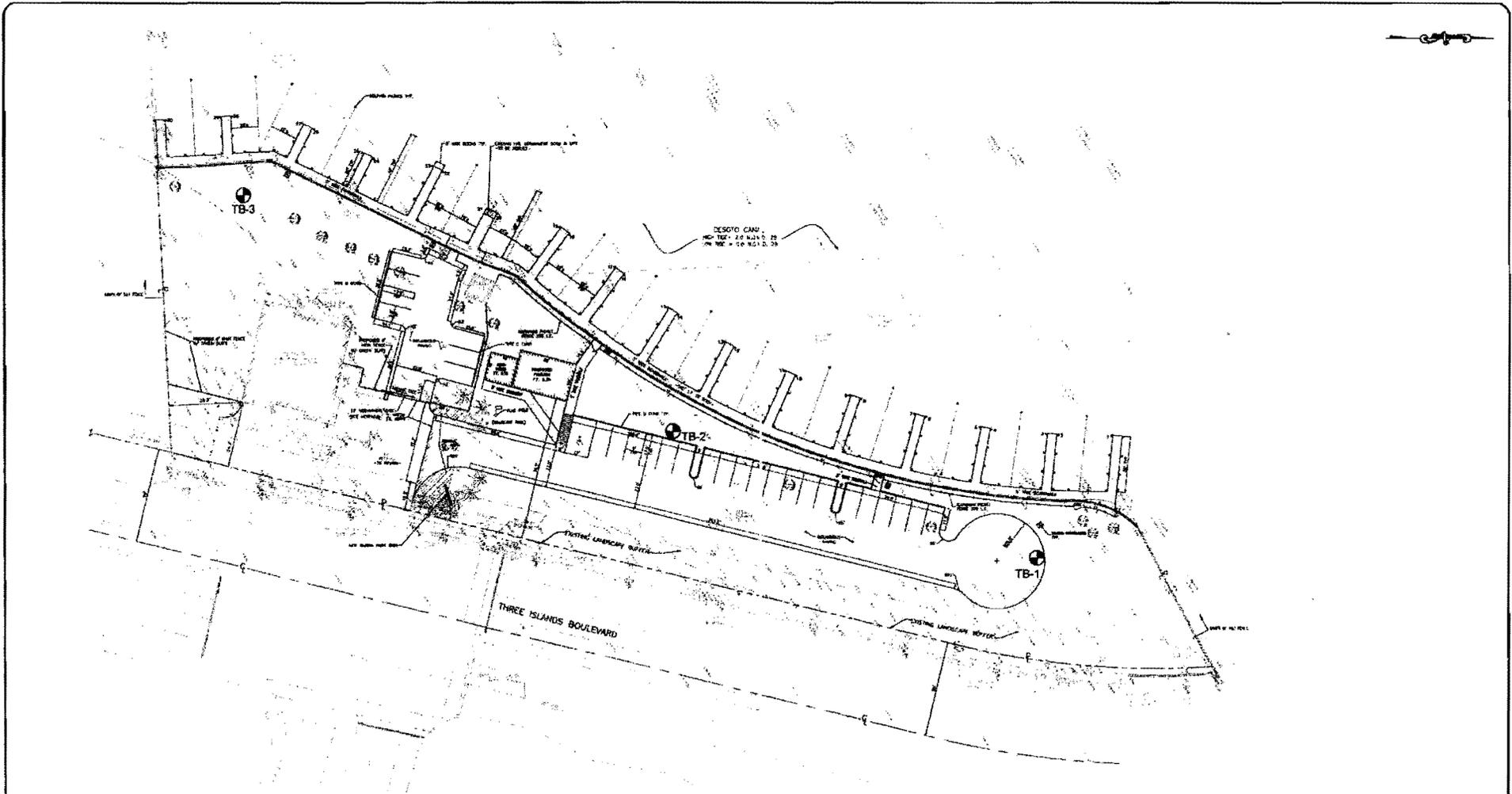
Site: 570' of seawall proposed City Marina site 3 Sisters

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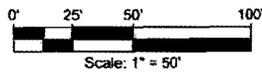
We propose to furnish material and labor for the following specifications at the above referenced address:

1. Clean all of the seams on the "King" piles of marine growth down into the berm.
2. Seal all of the seams on the "King" piles with Hydro-Cement down into the berm.
3. Seal any holes, cracks, etc. in the panels, cap and the facial surface with Hydro-cement.
4. The area directly behind the seawall will be probed so that any existing cavities may be collapsed and pressure backfilled with clean fill.

EXHIBIT F



DESOTO CANAL  
 NO. 100 - 10 N.W. 15. 25  
 PM. REC. - 10 N.W. 15. 25



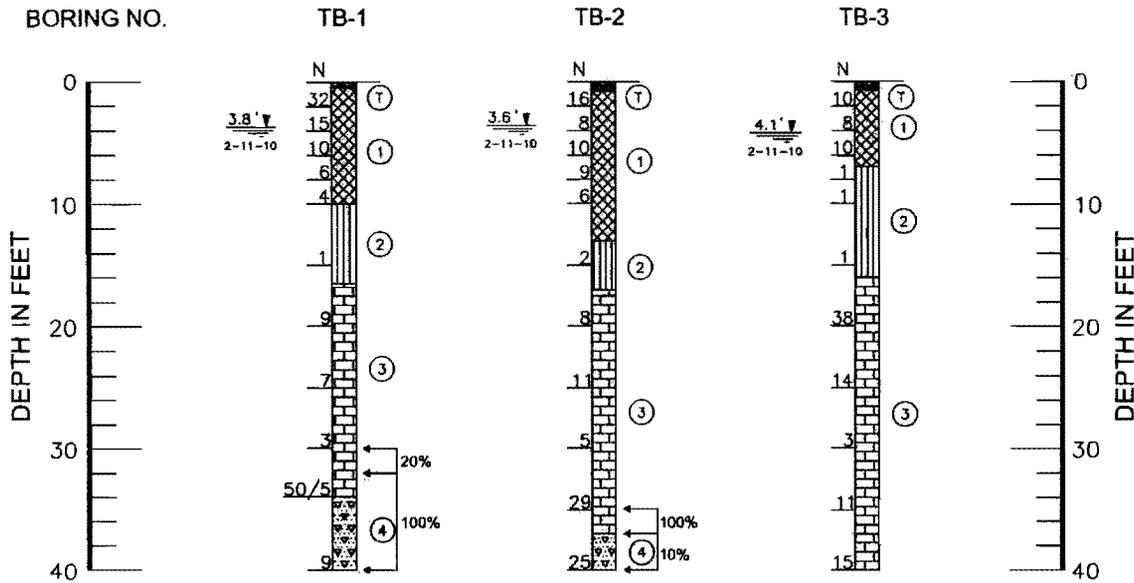
**LEGEND**


 STANDARD PENETRATION TEST (SPT)  
 BORING LOCATION AND NUMBER

Locations are approximate.

DRAWN	GD
CHECKED	JD
APPROVED	TJT
SCALE	1" = 50'
REVISED	

BORING LOCATION PLAN NEW MARINA DOCK 101 THREE ISLANDS BOULEVARD HALLANDALE BEACH, FLORIDA		
<b>DUNKELBERGER</b> engineering & testing, inc.		
DATE	2-12-10	PROJ. NO. FTL-09-0322
		SHEET 1



**LEGEND**

- ① Dark brown silty, organic fine SAND with some root fibers (OL) (Topsoil)
- ① Light brown fine SAND with fragmental limestone and sand-sized shell fragments (SP) (Fill)
- ② Dark gray to light gray SILT, some lenses with limestone fragments (ML)
- ③ Light gray silty, sandy LIMESTONE
- ④ Light gray fine SAND with some sand-sized shell fragments and limestone fragments (SP)

- N - Indicates the number of blows of a 140 pound hammer, freely falling a distance of 30 inches, required to drive a 2-inch diameter sampler 12 inches (ASTM D 1586)
- 50/5 - Indicates fifty SPT hammer blows were required to drive the sampler 5 inches
- SP - Unified Soil Classification System Group Symbol (ASTM D 2487)
- TB-1 - Standard Penetration Test (SPT) boring and number
- $\frac{3.8'}{2-11-10}$  - Depth of groundwater (feet) & date measured

**NOTES**

- (1) Borings were drilled on February 11, 2010 using a Central Mine Equipment Model 55 (CME 55) drilling rig.
- (2) Strata boundaries are approximate and represent strata at each test hole location only. Transitions may be more gradual than implied.
- (3) Groundwater depths shown on the subsurface profiles represent groundwater surfaces on the dates shown. Groundwater level fluctuations should be anticipated throughout the year.

DRAWN	GD	SUBSURFACE PROFILES NEW MARINA DOCK 101 THREE ISLANDS BOULEVARD HALLANDALE BEACH, FLORIDA <b>DUNKELBERGER</b> engineering & testing, inc.					
CHECKED	JD						
APPROVED	TJT						
SCALE	1" = 10'						
REVISED		DATE	2-12-10	PROJ. NO.	FTL-09-0322	SHEET	2