



CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

BID #FY2011-2012-011

**HALLANDALE BEACH
REPAIRS TO THREE ISLAND BRIDGES**

PREPARED BY:

**CITY OF HALLANDALE BEACH
DEPARTMENT OF UTILITIES & ENGINEERING AND
GENERAL SERVICES/PURCHASING DEPARTMENT**

NOTICES TO PROSPECTIVE BIDDERS

LOCAL VENDOR PREFERENCE IS APPLICABLE TO THIS BID PROJECT SEE PAGE 19 ITEM # 28.

MANDATORY PRE-BID MEETING IS SCHEDULED ON THURSDAY MARCH 22, 2012 @ 10:30 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA.

ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY.

PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.

IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID SUBMISSION WILL NOT BE ACCEPTED.

THE CONTRACT WILL ONLY BE AWARDED TO A PRIME CONTRACTOR. NO SUB-CONTRACTING IS ALLOWED UNDER THIS BID CONTRACT.

BIDDER'S MINIMUM QUALIFICATION REQUIREMENTS:

- **Provide a letter on your company's letterhead indicating that firm providing the proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name.**
- **Bidders must provide evidence that firm is certified and licensed to perform scope of work. Submit copies of licenses.**
- **Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business for which the services were provided, contact name of individual and his or her role/title, address of the company, and telephone number. The City will call the names provided for references.**
- **Proof that sufficient staff is available to provide the required services specified in the Bid.**
- **Identify the name of the Project Manager for your firm that will be available to be reached during normal working hours, as well as, for after hours, weekends and emergencies.**

Bidders must provide proof of these minimum qualifications with the submission of Bid.

IF THE MINIMUM QUALIFICATIONS ABOVE ARE NOT MET THE BIDDER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

CONTRACT AWARD:

There are three (3) Projects for this bid:

- Portion [A] Bridge ID 866100: (0.2 Mile East of Diplomat Parkway;
- Portion [B] Bridge ID 866101: (0.1 Mile East of Three Island Boulevard) and
- Portion [C] Bridge ID 866102: (0.2 Mile North of Hallandale Beach Boulevards)

Award of the bid will be to the lowest, responsive, responsible bidder for total of the three projects.

CONTRACT TERM:

Contract may be cancelled by the City of Hallandale Beach within thirty (30) days with a written notice. Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.

CONTRACT PRICE:

No price increase will be accepted during the initial contract period of one (1) year.

SAMPLE FORM CONTRACT:

The City's Form Contract is attached as part of this solicitation. The Vendor's submission of a Bid response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor

CONTRACT FOR EXECUTION:

Attached to this bid is the agreement that contains the terms and conditions that the awarded Contractor must be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Contractor for all of the years under Contract.

ESTIMATED BUDGET FOR THIS PROJECT IS \$450,000.00.

RETURN COMPLETE CITY BID PACKAGE FORMS AS FOLLOWS:

- CERTIFICATE OF COMPETENCY AND/OR STATE REGISTRATION
- DRUG FREE WORKPLACE FORM
- BID TENDER FORM
- SCHEDULE OF BIDDER'S PRICES
- PUBLIC ENTITY CRIME FORM
- SUPPLEMENT TO BID/TENDER FORM

BID OPENING DUE DATE: MONDAY, APRIL 9, 2012 BY NO LATER THAN 11:00 A.M. - BID # 2011-2012-011: HALLANDALE BEACH REPAIRS OF THREE ISLAND BRIDGES.

BIDDERS MUST SUBMIT:

RESPONSES MUST BE SUBMITTED IN THE FORM OF ONE (1) ORIGINAL AND ONE (1) TRUE AND EXACT CD (PDF) COPY. THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES. BIDS MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 S. FEDERAL HIGHWAY – 2 ND FLOOR
HALLANDALE BEACH, FLORIDA 33009
TITLED: BID # FY 2011-2012-011 HALLANDALE BEACH REPAIRS OF THREE ISLAND BRIDGES

NOTE: Failure to comply with all items stated in the Bid may be cause for rejection of the Proposal.

UNABLE TO SUBMIT A BID RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a BID at this time, please provide the information requested in the space provided below and return:

WE _____ HAVE RECEIVED THE BID
COMPANY NAME

WE ARE UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES/PURCHASING DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: BID # FY 2011-2012-011 HALLANDALE BEACH
REPARIS TO THREE ISLAND BRIDGES

PROSPECTIVE BIDDERS' NOTICE

PROJECT INSPECTION REPORTS

EXHIBIT [A] Florida Department of Transportation Inspection Report Bridge ID 866101;

EXHIBIT [B] Florida Department of Transportation Inspection Report Bridge ID 866102;

EXHIBIT [C] Florida Department of Transportation Inspection Report Bridge ID 866100.

Exhibits are to be obtained from the City's website, www.cohb.org/Bidnotifications, see instructions below.

BID DOCUMENTS DOWNLOAD INSTRUCTIONS:

The City of Hallandale Beach General Services/Purchasing Department prefers that the BID #FY2011-2012-011 document be obtained through the City of Hallandale Beach Website at www.cohb.org/Bidnotifications. For questions regarding this solicitation email the General Services/Purchasing Department at General_Services_Office@hallandalebeachfl.gov or fax written requests to (954) 457-1342.

NOTICE TO BIDDERS

Sealed bids for providing and delivering all necessary labor, materials, equipment, and services for the completion of the work, including of materials, supplies and equipment sold and delivered for **HALLANDALE BEACH REPAIRS TO THREE ISLAND BRIDGES- BID #FY2011-2012-011; LOCATED AT 0.1 MILES EAST OF THREE ISLAND BOULEVARD; 0.2 MILE EAST OF DIPLOMAT PARKWAY, 0.2 MILES NORTH OF HALLANDALE BEACH BOULEVARD.**

Bid Submissions will be received by the City Clerk Office's Department, Executives Offices, 400 South Federal Highway, 2nd Floor, Hallandale Beach, Florida, 33009 for the City of Hallandale Beach, **until 11:00 A.M., MONDAY, APRIL 9, 2012.** Bids will be publicly opened in the City Commission Chambers or other designated area, at City Hall, 400 South Federal Highway, Hallandale Beach, Florida, 33009.

MANDATORY PRE-BID CONFERENCE IS SCHEDULED ON THURSDAY, MARCH 22, 2012, AT 10:30 AM AT THE FOLLOWING LOCATION:

CITY OF HALLANDALE BEACH
CITY COMMISSION CHAMBERS
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009

ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY.

PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.

IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID SUBMISSION WILL NOT BE ACCEPTED.

Each bid must be accompanied by a bid guaranty in an amount equal to five percent (5%) of bid total amount your company is responding to.

A Performance Bond in an amount equal to one hundred (100%) percent of total Contract amount must be submitted by the successful bidder within five (5) calendar days after receipt of notification of award.

Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.

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 or her bid within 90 days after the actual date of opening thereof

**0010. MEDIA ADVERTISEMENT
LEGAL CLASSIFIED ADVERTISING
NEWS/SUN-SENTINEL
333 S.W. 12TH AVENUE
DEERFIELD BEACH, FL 33442**

Please insert the following Legal Notification in the **Saturday, March 10, 2012** issue of the **NEWS/SUN-SENTINEL**. Send certified copy of insertion to the City of Hallandale Beach, General Services/Purchasing Department.

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

NOTICE TO BID

BID #FY2011-2012-011: HALLANDALE BEACH REPAIRS TO THREE ISLAND BRIDGES

The City of Hallandale Beach will accept responses from qualified firms to provide goods and/or services identified in the specifications document.

SCOPE OF WORK: The scope of work includes, but is not limited to, all labor, materials, equipment, tools, maintenance of traffic, mobilization and transportation which are necessary for the proper layout and completion of the work, as specified in the bid.

BUDGET: Estimated budget for this project is \$ 450,000.00.

TO OBTAIN SPECIFICATIONS: Bids may be obtained through the City of Hallandale Beach Website at www.cohb.org/Bidnotifications.

BID BOND: Each bid must be accompanied by a bid guaranty in an amount equal to five percent (5%) of bid total amount your company is responding to.

MANDATORY PRE-BID CONFERENCE: There will be one (1) Mandatory Pre-Bid Conference Scheduled Thursday, March 22, 2012 at 10:30 AM at City of Hallandale Beach, City Hall, 400 South Federal Highway, City Commission Chambers, Hallandale Beach, FL 33009. You must attend and sign in at this meeting for your Bid to be accepted.

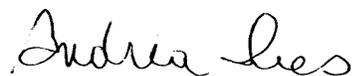
PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY PRE-BID CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS. ALL VENDORS THAT RESPOND MUST MEET THE MINIMUM QUALIFICATIONS REQUIREMENTS SPECIFIED IN THE BID.

The bid and exhibits are available through the City's website www.cohb.org/bidnotifications.

DUE DATE/TIME: Date: Monday, April 9, 2012 Time: No later than 11:00 A.M.
Late submittals will not be accepted or considered.

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

NOTE: ALL PROSPECTIVE RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE CITY OF HALLANDALE BEACH STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON.



This 6th Day of March, 2012
Lues, Andrea, Director
General Services Department

CITY ADMINISTRATORS

1.	CITY MANAGER
	Mark Antonio, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	DIRECTOR, DPW/UTILITIES & ENGINEERING
	Hector Castro, P.E.
	630 NW 2 nd Street
	Hallandale Beach, Florida 33009
	(954) 457-1611 (OR) 954-457-1623
3.	GENERAL SERVICES/PURCHASING DIRECTOR
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332
	GENERAL SERVICES/PURCHASING SPECIALIST
	Joann Wiggins
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1331
4.	CITY ENGINEER
	Richard Labinsky, P.E.
	630 NW 2 nd Street
	Hallandale Beach, Florida 33009
	(954) 457-3042
5.	ENGINEER I
	Ajayi Abidemi
	630 NW 2 nd Street
	Hallandale Beach, Florida 33009
	(954) 457-1621

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BID TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

BID DOCUMENT RELEASED	FRIDAY, MARCH 9, 2012
BID ADVERTISING DATE	SATURDAY, MARCH 10, 2012
MANDATORY PRE-BID CONFERENCE	THURSDAY, MARCH 22, 2012 AT <u>10:30 AM</u>
QUESTIONS	WILL ONLY BE ANSWERED AT THE MANDATORY PRE-BID CONFERENCE SCHEDULED ON THURSDAY, MARCH 22, 2012 AT <u>10:30 AM</u>
BID DEADLINE FOR RECEIPT OF PROPOSALS	MONDAY, APRIL 9, 2012 BY NO LATER THAN <u>11:00 AM</u>
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

END OF SECTION

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 AT CITY HALL; CITY COMMISSION CHAMBERS 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 CONTRACT 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 bid 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.
- **MANDATORY PRE-BID MEETING IS SCHEDULED ON THURSDAY, MARCH 22, 2012 @ 10:30 A.M., AT CITY OF HALLANDALE BEACH, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, CITY COMMISSION CHAMBERS, HALLANDALE BEACH, FL 33009.**
- **ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY.**
- **IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID WILL NOT BE ACCEPTED.**
- **PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**

BIDDERS MUST SUBMIT:

RESPONSES MUST BE SUBMITTED IN THE FORM OF ONE (1) ORIGINAL AND ONE (1) CD (PDF) COPY. THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

ALL SUBMSSIONS ARE TO:
CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT - EXECUTIVE OFFICES
400 S. FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FLORIDA 33009
TITLED: BID # FY 2011-2012-011: HALLANDALE BEACH REPAIRS TO THREE ISLAND BRIDGES

- **DATE/TIME OF BID OPENING: PLAINLY MARK ON THE OUTSIDE OF THE ENVELOPE, THE BID NUMBER AND NAME 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, APRIL 9, 2012 BY NO LATER THAN 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: NOT REQUIRED FOR THIS PROJECT.

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 or bid and the City reserves the right to increase or decrease quantities as required.

4. BIDS ACCEPTANCE PERIOD:

Bidder warrants by virtue of bidding the prices, terms and conditions quoted in the bid, bid will remain firm and valid until such time as City Commission awards a contract as a result of this bid.

5. BID PROTEST PERIOD:

Protests

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of General Services Department. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of General Services Department must be made no later than (10) calendar days of approval of a contract by City Commission.

Form and Content of Protest

The protest shall be filed in writing with the Director of General Services and shall state the contested information about the RFP, RFQ or Bid.

General Services will provide a copy of the written protest to the City Attorney and other appropriate City staff.

Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of General Services and or the City Commission, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

Costs

All costs accrued from a protest shall be assumed by the protestor.

Authority to resolve protests

The Director of General Services shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

Special Magistrate

In the event the protest is not resolved by the Director of General Services, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of General Services' findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

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 manufacturer'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, and 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/R12 – Purchasing Procedures, City Municipal Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal.

27. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

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 hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, 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. LOCAL PREFERENCE REQUIREMENT:

In the award of this bid and the determination of the lowest, responsive and responsible bidder, the City Commission may award a preference based upon vendors, contractors or subcontractors who are local and whose bid is within five percent (5%) of the apparent lowest bid with a preference in the following order:

- 1) First, to bidders who maintain a place of business within the City of Hallandale Beach limits. Vendor is to submit with the bid package proof of Occupational License issued by the City at least one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 2) Second, to bidders who maintain a place of business within the County of Broward. Vendor is to submit with the bid package proof of Occupational License issued by the County at least one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 3) Third, to bidders who maintain a place of business with the State of Florida. Vendor is to submit with the bid package proof of Occupational License issued by the State at least one (1) year prior to submission for the appropriate goods, services or construction to be purchased.

29. CONE OF SILENCE:

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City board, agency or committee shall have contact forty-eight hours before the date set for a decision on a matter.

Per Chapter 23, Section 23-105 of the City of Hallandale Beach Code of Ordinances and the City's Protocol Manual, Section 3 H., the City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations, and corporations submitting bids or proposals to the City.

30. LOBBYIST REGISTRATION:

Registration:

Every lobbyist shall file the registration with the City Clerk's office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration:

Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on city matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

31. 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.

32. 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.

33. 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.

34. INSURANCE REQUIREMENTS FORM CONTRACT:

ARTICLE 5: PAGES [96] THROUGH PAGES [99].

35. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

36. SCRUTINIZED COMPANIES

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum

37. ENCLOSURES/ATTACHMENT REQUIREMENTS:

✓	ONE (1) COMPLETE SET OF GENERAL INSTRUCTIONS
✓	DRUG-FREE WORKPLACE FORM
✓	BID/TENDER FORM
✓	SCHEDULE OF BID PRICES
✓	PUBLIC ENTITY CRIME FORM
✓	SUPPLEMENT TO BID/TENDER FORM
✓	FORM CONTRACT – INCLUDING INSURANCE REQUIREMENTS
✓	TECHNICAL SPECIFICATIONS

38. BID GUARANTEE AND BOND REQUIREMENTS:

✓	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.
✓	b) Performance Bonds and Payment Bond Form: The bidder to whom award is made shall, within five (5) calendar days after the date of award, furnish a performance bond with good and sufficient surety acceptable to the City of Hallandale Beach. ➤ Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

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. **Minimum Qualification Requirements:**
 - **Provide a letter on your company's letterhead indicating that firm providing the proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name.**

 - **Bidders must provide evidence that firm is certified and licensed to perform scope of work. Submit copies of licenses.**

 - **Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business for which the services were provided, contact name of individual and his or her role/title, address of the company, and telephone number. The City will call the names provided for references.**

 - **Proof that sufficient staff is available to provide the required services specified in the Bid.**

 - **Identify the name of the Project Manager for your firm that will be available to be reached during normal working hours, as well as, for after hours, weekends and emergencies.**

Bidders must provide proof of these minimum qualifications with the submission of Bid.

3. **Purpose:** The City of Hallandale Beach, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to repair 3 bridges, in accordance with the terms, conditions, and specifications contained in this Bid.

4. **Scope of Work:** The work set forth within this bid document includes the furnishing of all labor, materials, equipment, services and incidentals for the three bridges listed in the technical specification documents and the attached drawings.

5. **Schedule of Work Hours: Normal Business Hours (8 am to 5 pm weekdays).** Subject to change based on project requirements.

6. **Location of Work:** Hallandale Beach Three Island Bridges Repairs are located at 0.2 Mile east of Diplomat Parkway, 0.2 Mile North of Hallandale Beach Boulevard, and 01 Mile East of 3 Island Boulevard in Hallandale Beach, Florida 33009.
 - 6.1. **Additional Information:** The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1st and ends September 30th.

7. **Examination of Bid Project Document and Site:** It is the responsibility of each Bidder before submitting a Bid, to:
 - 7.1. Examine the Bid Project Document thoroughly,
 - 7.2. Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,
 - 7.3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
 - 7.4. Study and carefully correlate Bidder's observations with the Bid Project Document, and
 - 7.5. 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.

8. **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.

9. **Submitting Bids:** All bids must be received at the City of Hallandale Beach, City Clerk's Department – Executive Offices, 400 South Federal Highway, 2nd Floor, Room 239, Hallandale Beach, Florida 33009, before the time and date specified for bid opening, enclosed in a sealed envelope, legibly marked on the outside.

TITLED BID # FY2011-2012-011: HALLANDALE BEACH REPAIRS TO THREE ISLAND BRIDGES

10. **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.
11. **Bid Guaranty:** All bids shall be accompanied by either a bid bond executed by a Surety company meeting the qualifications for Surety companies by cash, money order, certified check, cashier's check, irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent (5%) of the total bid price, payable to the City of Hallandale Beach and conditioned upon the successful Bidder executing the Contract and evidence of insurance within five (5) 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 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 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 should be submitted with the Bid 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.

12. **Acceptance or Rejection of Proposals:** The City reserves the right to reject any or all bids. Reasonable efforts will be made to **promptly award the Contract after bid opening date. A Bidder may withdraw his/her bid in writing to: City of Hallandale Beach, General Services (Purchasing) Department, 400 South Federal Highway, Room 242; Hallandale Beach, Florida 33009. ATTENTION: BID # 2011-2012-011 WITHDRAWAL.**

13. **Time for Executing Contract and Providing Required Documentation:** Any Bidder whose bid is accepted shall execute the contract and furnish the required Certificate(s) of Insurance within five (5) 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 Certificate(s) of Insurance within five (5) calendar days the Bidder shall pay to the City the sum of \$500.00 for each calendar day beyond the five (5) calendar days as liquidated damages.

By execution of the 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 the Contract.

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

14. **Method of Award:** The City reserves the right to award all or a part of this contract.

15. **Contract Deductions:** Upon the occurrence of any acts or omissions listed below, deductions may be assessed in whole or in part, against the Contractor in the amount indicated below, for each occurrence and for each day the occurrence remains uncorrected. In the event that the date of the initial occurrence cannot be established, the assessment will start from the date of discovery until the irregularity is corrected. Except for time and attendance infractions, the City's Contract Administrator shall provide the Contractor with written notice of intent to make such assessment against the infractions listed below. These deductions will be deducted against monies due or to become due to the Contractor.

Up to 1% deduction from the Monthly invoices submitted by the Contractor for the following:

1. Failure to provide resources, once committed, in a timely manner.
2. Claim of worker qualifications that are shown to be an error.

16. **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.
17. **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.
18. **Availability of Funds:** The obligation of the City of Hallandale Beach under the award/contract is subject to the availability of funds in accordance with the annual budget.
19. **Contract Price:** Prices are requested for items listed on the Schedule of Bid Prices Portion [A]; Portion [B] Portion [C]. No price increase will be accepted during the initial contract period.
20. **Contract Term:** The initial contract period shall be for one (1) year, commencing upon award by the City Commission.

Contract may be cancelled by the City of Hallandale Beach within thirty (30) days with a written notice.

21. **Contract Time: TIME FRAME FOR COMPLETION OF PROJECT:**
TIME IS OF THE ESSENCE FOR THIS PROJECT. THE WORK SHALL BE SUBSTANTIALLY COMPLETED WITHIN 90 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED AND COMPLETED AND READY FOR FINAL PAYMENT WITHIN 120 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED.
22. **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.
23. **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 please access the Broward County Ordinances link and click Chapter 9 for requirements.
<http://www.municode.com/resources/gateway.asp?pid=10288&sid=9>

The 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.

- 24. Addenda and Modifications:** All addenda and other modifications to the 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.

If any addenda are issued, the City will attempt to notify prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage: www.cohb.org/Bidnotifications.

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 bid package.

- 25. 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 or her 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.

26. **Retainage:** Retainage is applicable to Construction Contracts Only. 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.

27. **Vendor Note:** State of Florida Divisions of Corporation (Sunbiz). If the company president does not sign the (Bid) Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing has the authority to sign.

All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trial by jury is hereby waived by the parties.

END OF SECTION

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 BY:
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 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 #FY2011-2012-011: HALLANDALE BEACH REPAIRS TO THREE ISLAND BRIDGES**

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 Bid Bond 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:

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

ADDENDUM NUMBER:	DATE ISSUED:

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:	
Type or Print Authorized Name:	
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:

(Signature)

(Type or Print Name of Signed Above)

TECHNICAL SPECIFICATIONS

SECTION 1: SCOPE OF WORK

The work included in these technical specifications and in this contract of the CONTRACTOR shall furnish all labor, equipment, tools incidentals and transportation which are necessary for the proper layout and completion of the work, as specified herein.

The work for this project includes, but is not limited to, the following:

- Mobilization
- Maintenance of Traffic
- Type "S" Asphaltic Concrete
- Concrete Class II and IV
- Concrete Repairs
- Reinforcing Steel
- Excavation for Structure
- Floating Turbidity Barrier
- Asphalt Milling
- Pavement Markings & Signing Relocations
- Painting of Bridges

SECTION 2: LOCATION OF WORK

The general project area is within the Three Island Neighborhood District, to include a total of three (3) bridges:

- **Portion [A] Bridge ID 866100: (0.2 Mile East of Diplomat Parkway;**
- **Portion [B] Bridge ID 866101: (0.1 Mile East of Three Island Boulevard) and**
- **Portion [C] Bridge ID 866102: (0.2 Mile North of Hallandale Beach Boulevards)**

SECTION 3: PROJECT COORDINATOR

Richard Labinsky, P.E.
City Engineer
630 NW 2nd Street
Hallandale Beach, FL 33009
Phone (954) 457-3042

SECTION 4: 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 SPECIFICATIONS for Road and Bridge Construction 2004 or current edition, 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, latest edition.
 - 3) State of Florida Qualified Products List, current edition, hereinafter called "QPL".
 - 4) Code of Federal Regulations CFR 1910-1926, Occupational Safety & Health Standards for General Industry & Construction.
 - 5) Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, current edition.
- 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.
- 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 manufacturers are referenced, alternatives will be considered upon written request, but it shall remain the prerogative of the CITY ENGINEER to approve or disapprove any material 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 bid prices of the work authorized for completion and approved by the City Engineer.**
- G) The word "Department" as used in the Project Manual or reference specifications refers to the CITY.

SECTION 5: MOBILIZATION

Mobilize to begin work on the project per section 101-1 of the FDOT SSR&BC. This item will include the reestablishment of the site to preconstruction conditions including but not limited to the re-grading of the swales, re-sodding, and miscellaneous re-stripping. Payment for mobilization will be on a lump sum basis.

SECTION 6: MAINTENANCE OF TRAFFIC

Maintain traffic within the limits of the project for the duration of the construction. Traffic shall be maintained in accordance with Section 102 MAINTENANCE OF TRAFFIC, of the FDOT SSR&BC and construction plans for the project.

No work shall commence on this project or any portion thereof without implementation of this Plan. Excavated or other material stored adjacent to, or partially upon a roadway pavement, shall be adequately marked for traffic safety at all times.

The Contractor shall provide the necessary access to all adjacent properties during construction. This may include temporary lime rock base at driveways and/or closing only one driveway per property at a time.

Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the City Inspector, the City may require the Contractor to call for and hire off-duty police officers for directing the traffic and maintaining safety if any way the operations will curtail the use of the streets, roads and work areas specified herein. Payment will be made as a LUMP SUM for maintenance of traffic and will include signs, temporary barriers, delineation devices, barricades, etc.

SECTION 7: ASPHALT PAVEMENT CONSTRUCTION

- A) New asphalt pavement and utility trench patching shall be constructed in accordance with the design plans and as directed by the CITY ENGINEER or designee.
- B) Where applicable, existing asphalt shall be saw cut and asphalt and base removed as directed by CITY ENGINEER or designee.
- C) The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the design plans and such survey work shall be considered incidental to pay item work.
- D) Milling of 3" of existing pavement shall be done in accordance with Section 327 of the FDOT SSR&BC, latest edition.
- E) Materials
 - 1) Base course shall be crushed Limerock Miami Oolite and shall conform to the requirements of Sections 200 and 911 of the FDOT SSR&BC.
 - 2) Asphaltic concrete surface course shall be Type S-III, as set out in Section 331 of the FDOT SSR&BC, (2004 edition). A tack coat shall be used between paving courses and prime coat or tack coat shall be used on the finished rock base.
 - 3) 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 fall. All deficiencies in the surface shall be cut out and be placed or corrected as directed by CITY ENGINEER or designee. The edges of all new surfaces shall be transitioned into existing surfaces smoothly.
- F) Installation
 - 1) Existing asphalt, where required, shall be saw-cut in a continuous straight line to form a butt joint with the new asphalt.
 - 2) Tack coats shall be applied on previously prepared bases and on existing pavement surfaces in accordance with Section 300 of the FDOT SSR&BC.

G) Testing

- 1) The finished surface of the base and that of the wearing surface shall not vary more than 3/8" from the template and shall be in accordance to Section 330-13.3. 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.
- 2) Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the CITY ENGINEER or 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.
- 3) Compaction test reports of sub-grade and base rock shall be submitted for approval to the CITY ENGINEER or designee prior to installation of final asphaltic wearing surface.

H) Measurement and Payment

Payment will full compensation for furnishing all new materials, for mixing, hauling, compacting, and testing new pavement of the type specified in the plans in accordance with the FDOT SSR&BC and as directed by the CITY ENGINEER or designee. It will be paid per each ton installed and accepted.

Tack coat will not be paid for separately rather its cost shall be included in the cost of asphalt construction of the type specified in the plans.

Work for limerock base includes correcting all defective surfaces and deficient thickness, removing cracks and the additional limerock for crack elimination and is included in the price of type S asphaltic concrete.

SECTION 8: FLOATING TURBIDITY BARRIER

- A) Floating turbidity barriers shall be installed following the requirement of Section 104-6.4.11 of the FDOT SSR&BC. Price and payment will be per linear foot and will be full compensation including construction, installation, maintenance removal and disposal of turbidity barriers.

- B) Contractor shall be responsible to meet any permitting agency conditions and state, county or federal regulations regarding soil erosion and control from construction sites.
- C) Price and payment will include full compensation for all materials and installation.

SECTION 9: SODDING

- A) This item shall consist of labor, material and equipment necessary to furnish and place sod, in accordance with the design plans and specifications or directed by the CITY ENGINEER or designee.
- B) The area to be sodded shall be leveled and prepared to provide a smooth, even surface. Any weeds or old sod shall be removed. 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 the surface will be allowed. Thickness of sod, two (2) inches, should be taken into consideration when preparing surface.
- C) Sod must be placed within 72 hours from preparing surface. In the event rain erodes the surface, 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.
- D) Sod material shall be strongly rooted St. Augustine Floratan grass of good quality and free from weeds. It shall be alive and viable, not dormant. Sod shall be placed within 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.
- E) 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.
- F) 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 shall be replaced at the CONTRACTOR'S expense.

- G) The CONTRACTOR shall be responsible to locate and safeguard any irrigation lines within the grass area. The repair of any irrigation line damaged by CONTRACTOR is the CONTRACTOR'S responsibility.
- H) Measurement and Payment

No separate payment will be done for re-establishment of sodding as needed after construction.

SECTION 10: PAVEMENT STRIPES & MARKINGS

- A) For temporary pavement stripes and directional arrows apply paint materials listed on the Qualified Products List according to Section 710, FDOT SSR&BC and meet the material requirements of Sections 971-1 and 971-19.

For permanent pavement stripes and directional arrows use thermoplastic materials listed on the Qualified Products List according to Section 711, FDOT SSR&BC and meet the material requirements of Sections 971-1 and 971-17.

Parking pavement stripes shall be paint traffic stripes meeting the requirements of Section 710 of the FDOT SSR&BC.

Place raised retro-reflective pavement markers: amber on yellow line and traffic separation; colorless/red at gore and on white line of road sharp curves. Use RPM materials and bituminous adhesives listed on the Qualified Products list, according to Section 706, FDOT SSR&BC.

Each job site must be left clean and restored to existing or better condition.

- B) Measurement and Payment

Payments will be full compensation for all work, including all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. No separate payment will be done for temporary markings.

SECTION 11: SIGNS

- A) Furnish and erect roadway signs, with supporting posts at the locations shown in the plans, in accordance with manual on Uniform Traffic Control Devices, latest edition and Standard Highway Signs Manual published by the U.S. Department of Transportation, 2004 and Section 700 of FDOT SSR&BC. Provide posts for all frangible sign assemblies consisting of galvanized steel U-Channel as listed on the Qualified Products List. Reflectorize all signs.

- B) All existing signs and supports that will be replaced shall be removed and delivered to the City of Hallandale Beach Public Works Department at 630 NW 2nd Street. No additional compensation will be granted for removal and delivery to the City. All signs to be relocated shall be stored adequately for re-use. If a new post is required for relocated signs the cost shall be included as part of the relocation at no additional cost to the City.

SECTION 12: CONCRETE CONSTRUCTION

- A) Applicable specifications:
 - 1. FDOT Section 400 – Concrete Structures
 - 2. FDOT Section 411 – Epoxy Injection of Cracks in Concrete Surfaces
 - 3. FDOT Section 415 – Reinforcing Steel
 - 4. FDOT Section 416 – Installing Adhesive-Bonded Anchors and Dowels

- B) Concrete construction shall follow the requirements of Section 400 of the FDOT SSR&BC. Reinforcing steel shall follow the requirements of Section 415 of the FDOT SSR&BC.

- C) Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions indicated are defined as tolerances and are indicated herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.

- D) Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete, and treatment of surface defects. Where architectural finish is required, it shall be as indicated.

- E) Immediately after the forms have been stripped, the concrete surface shall be inspected and any poor joints, voids, rock pockets, or other defective areas shall be repaired and form-tie holes filled as indicated herein.
- F) Architectural finishes shall not be applied until the concrete surface has been repaired as required and the concrete has cured at least 14 days.
- G) Architecturally treated concrete surfaces shall conform to the accepted sample in texture, color, and quality. It shall be the CONTRACTOR's responsibility to maintain and protect the concrete finish.
- H) The CONTRACTOR shall protect concrete against injury until final acceptance. Fresh concrete shall be protected from damage due to rain, or hail. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever precipitation is imminent or occurring.
- I) No repairs shall be made until after inspection by the CITY ENGINEER. In no case will extensive patching of honeycombed concrete be permitted. Concrete containing minor voids, pinholes, honeycombing, or similar depression defects shall be repaired as indicated below.
- J) Patching Concrete: Patch all tie holes, honeycombs or other defects with a Portland Cement and sand grout. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2-inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, plus not less than 1/32-inch depth of the surface film from all hard portions by means of an efficient sandblast. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces underneath will remain moist but not so wet as to overcome the suction upon which a good bond depends.
- K) Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. Holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section and other imperfections having a depth greater than their least surface dimension shall not be reamed but shall be repaired in an approved manner with dry-packed cement grout. The grout shall not be richer than one (1) part cement and three (3) parts sand with the amount of mixing water enough to produce a workable mix. For exposed walls, the cement shall contain such a proportion of white portland cement as is required to make the

color of the patch match the color of the surrounding concrete. The patch shall be finished in such a manner as to match the adjoining surfaces.

- L) Surfaces of repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.
- M) Defective Concrete: Any concrete which is not formed does not conform to the Contract tolerances or shows defects which reduce its structural adequacy, shall be removed from the job by the CONTRACTOR at his expense unless the CITY ENGINEER grants permission to patch the defective area.
- N) Exposed Concrete Surfaces: As soon as forms are removed, exposed surfaces shall be carefully examined and all ridges, ribs and other imperfections shall be rubbed with an abrasive stone or ground in a satisfactory manner in order to secure a smooth, uniform and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted.
- O) Concrete containing extensive voids, holes, honeycombing, or similar depression defects shall be completely removed and replaced. Repairs and replacements shall be performed promptly.
- P) The CONTRACTOR shall set and maintain concrete forms and perform finishing operations to ensure that the completed WORK is within tolerances. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the permissible variation from lines, grades, or dimensions indicated on the Drawings. Where tolerances are not stated in the specifications, permissible deviations will be in accordance with ACI 117.
 The following non-cumulative construction tolerances apply to finished walls and slab unless otherwise indicated:

Item	Tolerance
Variation of the constructed linear outline from the established position in plan.	In 10-feet: 1/4-inch; In 20-feet or more: 1/2-inch
Variation from the level or from the grades indicated.	In 10-feet: 1/4-inch; In 20-feet or more: 1/2-inch
Variation from plumb	In 10-feet: 1/4-inch; In 20-feet or more: 1/2-inch

Q) The CONTRACTOR shall protect concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed WORK, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete.

R) Measurement and Payment

Payments will be full compensation for all work specified in this Section, including all forms false work, joints, dowels, cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

SECTION 13: BRIDGE REPAIRS

A) Description

Perform bridge repairs to the existing structures bent caps and substructure. The work will include cleaning or removing any loose or unsound concrete, cleaning and splicing reinforcing steel as required, shotcrete repairs, sealing of cracks, and other incidentals as required.

B) Applicable specifications:

1. FDOT Section 400 – Concrete Structures
2. FDOT Section 411 – Epoxy Injection of Cracks in Concrete Surfaces
3. FDOT Section 415 – Reinforcing Steel

C) Seal all cracks smaller than .025 inches per Table I of Section 400 of the FDOT SSR&BC and Section 411.

D) Shotcrete Repairs

1) General Description and Requirements

Use the dry-mix shotcrete process for the bridge repairs.
Contractor shall comply with all provisions in this document unless

otherwise specified by the Contract Documents or modified in writing by the CITY ENGINEER.

2) Qualifications

The shotcrete contractor's crew foreman and nozzlemen shall meet the following requirements unless otherwise specified in the Contract Documents:

- a) Furnish proof that the shotcrete crew foreman has at least 5 years experience in shotcrete repair work on projects of similar size and character along with 5 references who were responsible for supervision of similar projects. Include name, address and telephone number of references who will testify to the successful completion of these projects by the shotcrete crew foreman.
- b) Furnish proof that the nozzlemen have successfully completed 3 projects of similar size and character along with 3 references of those responsible for supervision of these projects and provide evidence that the nozzlemen has a current American Concrete Institute (ACI) Nozzleman Certification.

3) Requirements

The Contractor shall furnish all labor, materials and equipment for the following:

- a) Removal of all spalled, deteriorated and damaged concrete as detailed in the Plans, Section 13.4.9.1 and as directed by the CITY ENGINEER;
- b) Cleaning corrosion product from corroded in-place reinforcing steel and where specified removing and replacing excessively corroded reinforcing steel with new reinforcement;
- c) Preparing concrete surfaces to receive shotcrete by either high-pressure water blasting or abrasive grit blasting;
- d) Installing all new reinforcing steel, mesh and anchors as detailed in the Contract Documents;
- e) Supply, application, finishing, curing and protection of shotcrete; and
- f) Provision of a quality control program to ensure compliance of completed shotcrete remedial work with contract documents.

- 4) The Contractor shall implement a safety program which shall include but not necessarily be limited to the following:
 - a) Ensuring that the structural integrity of all bridge elements is protected during the repairs by shoring or other suitable means as specified in the Contract Documents;
 - b) Protecting all personnel and the traveling public from falling debris, blasting grits and high-pressure water jets during concrete removal processes;
 - c) Protecting all personnel and the traveling public from pneumatically applied shotcrete and rebound materials during the shotcrete application process;
 - d) Ensuring that all employees have training for materials being handled on site and that Material Safety Data Sheets for all materials being used are available on site for inspection and use; and
 - e) Ensuring compliance with all state and Federal OSHA regulations.
- 5) Submittals

The Contractor shall submit to the CITY ENGINEER, 10 working days before the commencement of the production of shotcreting work written documentation, which provides:
- 6) The qualifications of the work crew, including the supervisor, shotcrete nozzlemen, gunmen and blowpipe operators, and the references for the supervisor and nozzlemen required in 14.4.2 a) and b).
- 7) Test records, showing source and proof of conformance to project specifications of all shotcrete materials, including:
 - a) Portland cement,
 - b) Supplementary cementing materials (silica fume, fly ash, ground blast furnace slag),
 - c) Aggregates,
 - d) Mix water,

- e) Chemical admixtures, and
- f) Reinforcement, including welded wire mesh fabric, reinforcing steel, fibers.
- 8) Details of proposed shotcrete mixture(s) including shotcrete proportions and means of shotcrete supply.
- 9) Results of the preconstruction testing program and a description of the proposed construction quality control testing program, including the frequency of specific tests.
- 10) Proposed curing procedures and protection to be provided to shotcrete.
- 11) Proposed scaffolding or other temporary support system for workers and inspectors.
- 12) Proposed falsework or temporary support system for all bridge elements which undergo loss of strength or support during concrete removal operations. Design criteria for temporary structural support systems shall be as listed in the Contract Documents.
- 13) Reference Documents
 - a) The documents referenced below form a part of this document only to the extent referenced. In case of conflicts between the referenced portions of these documents and this specification, the requirements of this specification take precedence.
 - b) American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 506R	Guide to Shotcrete
ACI 506R.3	Guide to Certification of Shotcrete Nozzlemen
ACI 506.2	Specifications for Materials Proportioning and Application of Shotcrete

c) American Society for Testing and Materials (ASTM)

ASTM A 185	Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 385	Practice for Providing High-Quality Zinc Coating (Hot Dip)
ASTMA615	Specification for Deformed and Plain Billet- Steel Bars for Concrete Reinforcement
ASTMA641	Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
ASTM A 706	Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement
ASTM A 767	Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
ASTM A 775	Specification for Epoxy-Coated Reinforcing Steel Bars
ASTM A 820	Specification for Steel Fibers for Fiber Reinforced Concrete
ASTM C 33	Specification for Concrete Aggregates
ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C 42	Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C 150	Specification for Portland Cement
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete
ASTM C 387	Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete
ASTM C 494	Specification for Chemical Admixtures for Concrete
ASTM C 595M	Specification for Blended Hydraulic Cements
ASTM C 618	Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan

ASTM C 642	for Use as a Mineral Admixture in Portland Cement Concrete Standard Test Method for Specific Gravity, Absorption and Voids in Hardened Concrete
ASTM C 685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C 989	Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
ASTM C 1017	Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C 1116	Standard Specification for Fiber Reinforced Concrete and Shotcrete
ASTM C 1140	Standard Practice for Preparing and Testing Specimens from Shotcrete Test Panels
ASTM C 1202	Test Method for Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration
ASTM C 1240	Specification for Silica Fume for Use in Hydraulic-Cement Concrete and Mortar

d) American Association of State Highway and Transportation Officials (ASHTO)

AASHTO M 6
Concrete
Standard Specification for Fine Aggregate for Portland Cement

AASHTO M 80
Concrete
Standard Specification for Coarse Aggregate for Portland Cement

AASHTO M 157
Ready-Mixed Concrete

E. Materials

1) Cement

Cement shall conform to the requirements of Table 1 of Section 346 of the FDOT SSR&BC for the environmental condition specified in the plans.

2) Supplementary Cementing Materials

- a) Fly ash shall conform to the requirements of ASTM C 618. Follow requirements of Section 346 of FDOT Specifications.
- b) Granulated slag shall conform to the requirements of ASTM C 989, Grade 100 or 120, ground granulated blast furnace slag.
- c) Silica fume shall conform to the requirements of ASTM C 1240.

3) Water

- a) All water used in shotcrete production, including water added in premoisturizer and at the shotcrete nozzle, shall be of drinking water standard and free of oil and chemical or organic impurities.
- b) Similarly, all water used for high-pressure water blasting, predampening of concrete surfaces prior to application of shotcrete, in blowpipes for removal of rebound and overspray, and for shotcrete curing shall be of drinking water standards and free of oil and chemical or organic impurities.

4) Aggregates

- a) Aggregates shall be normal weight aggregates conforming to the requirements of AASHTO M 6 for fine aggregate and AASHTO M 80 for coarse aggregate. Gradation of aggregates shall be submitted for approval by the CITY ENGINEER. The gradation shall be established for the typical application required. The maximum size aggregate is ½ inch.

5) Admixtures

- a) No admixtures shall be added to the shotcrete without approval of the CITY ENGINEER. In particular any admixtures containing chlorides shall not be used. Shotcrete accelerators shall not be used without written authorization by the CITY ENGINEER.

- 6) Reinforcement
 - a) Welded wire mesh fabric shall be welded galvanized steel of dimensions and mass specified in drawings and shall conform to ASTM A 185.
 - b) New or replacement reinforcing bars shall be installed as detailed in the Plans. Reinforcing bars shall conform to ASTM A 615.
 - c) Inserts for attachment of welded wire mesh fabric to existing concrete shall be galvanized in accordance with ASTM A 385 and A 641, and be of adequate length and strength to resist a 10-kN pull-out force.
 - d) Fibers shall conform to the requirements of ASTM C 1116. Fiber type, length and addition rate shall be as specified in the Contract Documents.

7) Materials Handling and Storage

- a) Portland cement and supplementary cementing materials shall be stored so as to be protected from exposure to moisture and temperatures below 5 degrees C and above 30 degrees C.
- b) All admixtures shall be maintained at temperatures above 5 degrees C and below 30 degrees C at all times.
- c) Aggregates used in site batching of shotcrete shall be stockpiled and handled so as to prevent segregation, and shall be maintained in a 3 to 7 percent moisture content range. Shelters or tarpaulins shall be used to protect the aggregate stockpiles during periods of wet weather.
- d) Fiber shall be stored in dry, sealed containers until ready for batching and shall be free from corrosion, oil, grease or other contaminants.

8) Mixture Design

The Contractor shall be responsible for shotcrete mixture proportioning and shall submit the proposed shotcrete mixture proportions to the CITY ENGINEER for review and approval 10 working days prior to application of production shotcrete. As a minimum, for each shotcrete mixture design the following information shall be submitted:

- a) An easily identifiable mix designation, number or code;
 - b) Batch quantities of fine aggregate, coarse aggregate, cement, supplementary cementing material, expected water demand (to include all water from moisture in aggregates, and water added in premoisturizer and at nozzle) and all other shotcrete ingredients, in lbs/ ft³, based on saturated surface dry aggregates; and
 - c) Aggregate source, gradation, relative bulk density (specific gravity) and absorption.
 - d) Allowance shall be made for the shooting orientation and rebound in shotcrete mixture proportioning.
 - e) Shotcrete shall be proportioned to meet the performance requirements detailed in the project drawings and Section 14.4.7.3.
 - f) The Contractor shall submit performance test data from previous experience, if available, along with the shotcrete mixture proportions for review by the CITY ENGINEER.
 - g) In the absence of suitable shotcrete mixture proportioning experience, the Contractor shall use the nominal trial mixture proportions detailed in Section 5 of the Commentary section of the AASHTO Guide Specification for Shotcrete Repair of Highway Bridges. Adoption of these nominal trial mixture proportions shall not relieve the Contractor of responsibility for meeting the performance requirements detailed in the Contract Documents.
- 9) Silica Fume Shotcrete
- a) If silica fume shotcrete is used the content of silica fume shotcrete shall be between 5 and 15 percent by mass of cement content or as specified in the Contract Documents.
 - b) Silica fume shall be supplied and added to the mixture in either a slurry; loose, uncompacted; or partially compacted form. Densely compacted silica fume shall not be used.
- 10) Performance Requirements
- a) Shotcrete shall conform to the performance requirements in Table1.

TABLE 1
 Dry-Mix Shotcrete Performance Requirements

Test Description	Test Method	Ag (D	Specified Requirement t
Min. Compressive Strength, psi (f'c)	ASTM C 39 ASTM C 42	7 28	4,000 5,000
Max. Boiled Absorption, % Max. vol. Of Permeable Voids, %	ASTM C 642	7 7	8 17

11) Batching, Mixing and Supply

Dry-mix shotcrete shall be batched, mixed and supplied by one of the following methods:

- a) Dry-bagged premix material supplied in either small bags (66 lb typical) or large synthetic cloth bulk bin bags (3500 lb typical),
- b) Site batching, using either volume or mass batching subject to written approval by the CITY ENGINEER of the proposed batching equipment.

- i) The use of mobile volumetric batcher units shall be permitted provided such units are properly calibrated in accordance with ASTM C 685.

- ii) The use of central or transit mix batched and transit mix supplied dry-mix shotcrete shall not be permitted unless the Contractor can demonstrate satisfactory conformance to all the project performance requirements.

- iii) All dry-mix shotcrete shall be shot within 45 minutes of the time that moisture (either from damp sand or the premoisturizer) comes into contact with the cementitious materials.

When using volume batching, proportions shall be verified at the frequency specified in the Contract Documents, using a mass batching check. The minimum checking frequency shall be at the beginning of the work and at least once a week thereafter.

Dry-bagged premixed shotcrete materials shall be produced in conformance with the pertinent requirements of ASTM C 387. In particular, all aggregates shall be dried to a moisture content of less than 0.1 percent by mass, based on oven drying at 220 to 230 degrees F.

Dry-bagged premixed shotcrete materials shall be protected from moisture during handling, transport and storage. Any bags which display lumps of pre-hydrated shotcrete shall not be used on the project.

Dry-bagged premixed shotcrete materials shall be maintained in a temperature range of 40 to 86 degrees F during storage and application. Frozen material shall not be used.

c) Shotcrete Placing Equipment

Shotcrete batching, mixing and supply equipment shall be capable of combining the dry-mix shotcrete materials into a uniform mixture and discharging it without segregation.

- d) Dry-bagged premixed shotcrete materials shall be predampened to provide a consistent moisture content in the range of 3 to 5 percent by mass in a predampener, prior to discharge into the shotcrete gun. Discharge of completely dry materials into the shotcrete gun shall not be permitted, unless satisfactory performance is demonstrated in the test panel.
- e) Similarly, for site-mixed materials, if the moisture content in the sand is too low to provide a moisture content of the mixed shotcrete materials in the range of 3 to 5 percent, then the shotcrete shall be predampened in a predampener, prior to discharge into the shotcrete gun.
- f) The mixing and predampening units shall be capable of producing a shotcrete mixture with a uniform moisture content, such that the nozzleman is not required to repeatedly adjust the water content at the nozzle water ring.
- g) The delivery equipment (gun) shall be capable of discharging a continuous, smooth stream of uniformly mixed material into the delivery hose.

- h) The discharge nozzle shall be equipped with a manually operated water injection system (water ring) for directing an even distribution of water through the mixture. The water valve shall be capable of ready adjustment to vary the quantity of water and shall be convenient to the nozzleman.
- i) The water pressure at the discharge nozzle shall be sufficiently greater than the operating air pressure so that the water is intimately mixed with the predampened shotcrete materials. If the line water pressure is inadequate, a water booster pump shall be introduced into the water line to provide a steady, non-pulsating water pressure. Water heaters shall be provided during cold weather if required to produce shotcrete at a suitable temperature.
- j) The water ring shall be carefully monitored for any signs of blockage of individual water spray holes. If non-uniform wetting of discharged shotcrete becomes apparent, shooting shall be stopped, and the water ring cleaned or other appropriate corrective actions taken.
- k) The delivery equipment shall be thoroughly cleaned at the end of each shift. Any build-up of coatings in the delivery hose and nozzle liner shall be removed. The water ring and nozzle shall be regularly inspected and replaced as required.

12) Auxiliary Shotcrete Equipment

The Contractor shall supply a clean, dry air supply, capable of maintaining sufficient nozzle velocity for all parts of the work and simultaneous operation of a blowpipe and, if pneumatically operated, the predampener.

- 13) The air supply system shall contain a moisture and oil trap to prevent contamination of the shotcrete.

- 14) Auxiliary shotcrete equipment such as delivery hose, water hose, water booster pumps, blowpipes, couplings, admixture dispensers and fiber feeders shall conform to the recommendations in Section 3.8 of ACI 506R.

15) Preparation for Shotcreting

Concrete Removal and Preparation

The Contractor, at the direction of the CITY ENGINEER, shall locate and remove all loose, spalled, deteriorated and delaminated concrete. Sounding shall be used to locate delaminated areas. Care shall be exercised not to damage areas of sound concrete or reinforcing steel during concrete removal operations. Unless specifically directed by the CITY ENGINEER, depth of removal shall not exceed 6 inches. Concrete removal shall be in accordance with a sequence approved by the CITY ENGINEER.

- 16) Concrete removal shall be accomplished using one or more of the following methods:
 - a) Chipping with hand picks, chisels or light-duty pneumatic or electric chipping hammers (not to exceed 15 lb mass);
 - b) Scarifiers, scabblers or other suitable mechanical means; and/or
 - c) High-pressure (14,290 to 39,290 psi) water jetting.
- 17) If sound concrete is encountered before existing reinforcing steel is exposed, the surface shall be prepared and repaired without further removal of the concrete. When corroded reinforcing steel is exposed, concrete removal shall continue until there is a minimum 1-inch clearance around the exposed, corroded reinforcing bar. Care shall be taken to not damage bond to adjacent non-exposed reinforcing steel during concrete removal processes.
- 18) The perimeter of all areas where concrete is removed shall be tapered at an approximately 45-degree angle, except that the outer edges of all chipped areas shall be sawcut to minimum depth of 0.5-inch to prevent featheredging unless otherwise approved by the CITY ENGINEER.
- 19) After all deteriorated concrete has been removed, the repair surface to receive shotcrete shall be prepared by abrasive blast cleaning or high-pressure (14,290 to 39,290 psi) water jetting. The repair surface shall have an adequate surface roughness determined as three peak-to-valley measurements of 0.25-inch within 6-inches.
- 20) Abrasive blast cleaning or high-pressure water jetting shall remove all fractured surface concrete and all traces of any unsound material or contaminants such as oil, grease, dirt, slurry, or any materials which could interfere with the bond of freshly placed shotcrete. Cleaned areas shall have shotcrete applied within 48 hours or shall be reblasted.
- 21) The requirement for abrasive blast cleaning or high-pressure water jetting may be waived by the CITY ENGINEER where concrete removal has been performed

with high-pressure water blasting and the prepared surface is free of any residual slurry or other material detrimental to adequate shotcrete bond.

- 22) Unless otherwise specified in the Contract Documents, all material removed shall become the property of the Contractor and shall be disposed of as approved by the CITY ENGINEER.

23) Reinforcement

- a) All corroded reinforcing steel exposed during concrete removal shall have corrosion products removed by abrasive grit blasting. The exposed reinforcing steel surface that is facing away from the sandblast nozzle shall be cleaned to remove all dust and loose particles.
- b) Reinforcing steel displaying deep pitting or loss of more than 20 percent of cross-sectional area or as specified in the Contract Documents shall be removed and replaced or augmented with additional reinforcement, as detailed in the Contract Documents.
- c) In cases of isolated pitting, the existing reinforcing steel need not be cut, but shall be reinforced by addition of appropriately placed reinforcing bar of suitable length as detailed in the Contract Documents.
- d) The minimum lap splice length of all replacement and new reinforcing steel shall be as detailed in the Plans. Such bars shall be placed in accordance with the recommendations of ACI 506R, Sections 5.4 and 5.5. In particular, bars shall not be bundled in lapped splices, but shall be placed such that the minimum spacing around each bar is three times the maximum aggregate size or 1-inch whichever is larger, to allow for proper encapsulation with shotcrete.
- e) Intersecting reinforcing bars shall be tightly secured to each other using 1.6-mm or heavier gauge tie wire, and adequately supported to minimize vibration during shotcrete placement.
- f) As an alternative to lapped splices, replacement reinforcing steel shall be welded to existing reinforcing, subject to verification of weldability of both existing and new reinforcing steel and as specified in the Contract Documents.
- g) Welded wire mesh fabric reinforcement shall conform to the requirements of ASTM A 185 and shall be galvanized.
- h) Welded wire mesh fabric shall be provided as detailed in the Contract Documents and at each repair area larger than 1 square foot if the depth of the repair exceeds 3 inches from the original dimension of the repaired member. Sheets of adjoining mesh shall be lapped by at least one and one-

half spaces at all intersections, in both directions, and be securely fastened. Welded wire mesh fabric shall have a minimum shotcrete cover of 50 mm.

- i) Mesh shall be fastened to preset anchors or existing reinforcing using 1/16 inch or heavier gauge tie wire, on a grid not more than 12 inch square. Large knots of tie wire which could result in sand pockets and voids during shotcreting shall be avoided.
- j) The minimum clearance between installed reinforcing steel or mesh and existing concrete shall be $\frac{3}{4}$ inch.
- k) As an alternative to welded wire mesh fabric, steel or synthetic fiber reinforced shotcrete may be used, as specified in the Contract Documents. Fiber reinforced shotcrete shall only be used in conjunction with appropriate anchor and tie-back systems, as specified by the Contract Documents.

24) Anchors

Anchors shall be positioned at the spacing detailed in the Contract Documents. Any given area shall have a minimum of four anchors. The reinforcing shall not vibrate or deform excessively during shotcreting. Unless otherwise specified, the maximum anchor spacing shall not exceed 25 inch on a grid pattern over the entire repair area.

Anchors shall be of the type specified in the Contract Documents and shall be either mechanically set or grouted, as specified.

Anchors shall develop the minimum pull-out force specified by the Contract Documents. Anchors shall be randomly tested at a frequency specified by the Contract Documents to verify pull-out force. In no case shall the pull-out force be less than 2,248 lb. If any anchors fail to meet the minimum acceptable pull-out value, corrective measures shall be taken.

25) Alignment Control and Cover

- a) Alignment control shall be implemented to establish control over line and grade and ensure that the minimum specified shotcrete thickness and cover to reinforcing steel are maintained.
- b) Alignment control shall be accomplished by means of shooting wires, guide strips, depth gauges or forms. The proposed means of alignment control shall be submitted to the CITY ENGINEER for review and approval.
- c) When shooting wires (also called ground wires) are used, they shall consist of a high-strength steel wire (piano wire) kept taut during shotcreting. Shooting

wires shall be removed after completion of shotcreting and screeding operations.

- d) Guide strips and forms shall be of such dimensions and installation configuration that they do not impede the ability of the nozzleman to produce uniform, dense, properly consolidated shotcrete. In particular, installations which are conducive to the formation of sand pockets and voids shall not be used.
- e) When depth gauges are used for alignment control, they shall be installed at a spacing not exceeding 48 inches on a grid pattern. Metal depth gauges shall be cut back to 3/16 inch below the finished surface to prevent corrosion staining on the surface.
- f) All repaired members shall be restored as close as practicable to their original dimensions, including chamfered, if detailed. A minimum of 4-inch shotcrete cover shall be provided over reinforcing steel exposed during repair.

26) Quality Assurance and Quality Control Testing

Quality Control Testing

The Contractor shall establish and maintain a quality control program for the shotcrete work to assure compliance with the contract requirements. Such a program shall include but not be limited to the following:

- a) Maintenance of test records for all quality control operations;
- b) For site-batched materials, regular monitoring of aggregate gradation and moisture content; one moisture content check shall be made at the start-up of each shotcreting operation and with any changes in aggregate moisture content;
- c) For dry-bagged premix materials, wash-out testing at the frequency specified by the Contract Documents to check cementitious content, aggregate gradation, and fiber content of fiber reinforced shotcrete;
- d) For volume-batched shotcrete, mass batch checks of moisture content of aggregates and mixture proportions at the frequency specified by the Contract Documents; and
- e) Physical testing for the hardened shotcrete performance parameters specified in the Contract Documents at the frequency specified by the Contract Documents.

27) Construction Testing

- a) One construction test panel shall be shot by each nozzleman for each 20 cubic yards of shotcrete production, but not more than once per day, and at least once per week. The panel shall be shot in the same position as the repair work being done.
- b) Test panels shall be produced in accordance with the requirements of ASTM C 1140, but shall have minimum dimensions of 18inch x 18inch mm x 4inch deep. They shall be constructed of wood and sealed plywood, with 45-degree sloped edge forms, to permit escape of rebound. Construction test panels shall contain no reinforcement or embedments (other than fiber reinforcement). The panels shall be cored or cut to provide three compression test specimens as described below.
- c) Construction test panels shall be stored, handled and cured in accordance with ACI 506.3R. Three test specimens shall be extracted for testing for the performance parameters in Table 1.

28) Compressive strength test specimens shall be either:

- a) 3 inch diameter cores with length/diameter ratios preferably 2:1 and not less than 1:1, or
- b) 3 inch cubes. Compressive strength tests shall be conducted in accordance with ASTM C 42. Measured compressive strengths shall be corrected to equivalent 2:1 (length: diameter) cores, using the core correction factors given in ASTM C 42.
- c) The mean compressive strength for a set of three cores shall equal or exceed $f'c$ (where $f'c$ = specified strength). The mean of a set of three cubes shall equal or exceed $1.15 f'c$.
- d) Specimens for boiled absorption and permeable voids testing to ASTM C 642 shall be 3 inch cubes, or extracted 3 inch diameter cores at least 4 inch long. Three specimens shall be tested at age 7 days after shooting.

29) Safety and Clean-Up

Preparation

The contractor shall implement a safety program during preparation for shotcreting to ensure that:

- a) The structural integrity of all bridge elements is protected during concrete and reinforcing steel removal operations by shoring or other suitable means;

- b) All personnel are protected from falling debris, blasting grits and high-pressure water jets during concrete removal processes.
- c) The Contractor shall dispose of all debris, blasting grits, hydrodemolition and water jetting slurry in accordance with all local, state, and Federal laws, rules and regulations.

30) Shotcrete Application Safety

- a) The Contractor shall implement a safety program to protect all personnel and surrounding property from pneumatically applied shotcrete overspray and rebound materials during the shotcrete application process, using shrouds, screens or other appropriate measures.
- b) Personnel working near the shotcreting operation, including nozzleman, nozzleman's helpers, supervisor and inspectors, shall wear appropriate protective equipment. Such equipment shall include, but not be limited to safety helmet, safety boots, gloves, appropriate clothing, safety eye glasses with side enclosures and dust masks.
- c) Nozzleman's helper shall keep a supply of water, cloth or towel and back-up safety glasses available for nozzleman, so satisfactory vision can be maintained at all times during shooting operations. Sufficient lighting shall be provided to enable the nozzleman to have a clear view of the work.
- d) Eyebaths and wash facilities shall be readily available in the immediate vicinity of the shotcrete application. Shotcrete crew shall apply appropriate skin protection and adopt work hygiene to protect against cement or accelerator alkali burn.

31) Shotcrete Application and Finishing

- a) All areas prepared for shotcrete repair shall be reviewed and approved by the CITY ENGINEER prior to application of any shotcrete.
- b) Shotcrete shall be applied in accordance with good practice as detailed in Chapter 8 of ACI 506R. Application requirements of Section 8.5 of ACI 506R apply, except that with silica-fume modified shotcrete it will usually be possible to apply the full thickness of shotcrete in a single pass, without the need for multiple-layer construction. Wherever possible, shotcrete shall be applied to the full thickness in a single layer.
- c) The concrete substrate shall be saturated the day before shotcreting and then re-wetted prior to shooting. At least one hour prior to application of shotcrete, all surfaces to be shotcreted shall be flushed with water of drinking quality

standard. Wetted surfaces shall be allowed to dry back to a saturated-surface-dry condition prior to application of shotcrete. If necessary, a blowpipe shall be used to facilitate removal of surface water. Only oil-free compressed air shall be used in the blowpipe. In the event a work stoppage longer than two hours takes place on any shotcrete layer prior to the time it has been built up to required thickness, the surface shall be re-wetted prior to continuing. No shotcrete shall be applied to a dry surface or to a surface with free surface water.

- d) The minimum number of layers required to build up the full thickness of shotcrete without sagging, separation or sloughing shall be used.
- 32) When using multiple-layer shotcrete construction, the first layer shall be prepared before application of a subsequent layer by either:
- a) Brooming the stiffening layer with a stiff bristle broom to remove all loose material, rebound, overspray or glaze, prior to the shotcrete attaining initial set; or
 - b) If the shotcrete has set, surface preparation shall be delayed at least 24 hours, at which time the surface shall be prepared by sandblasting or high-pressure water blasting to remove all loose material, rebound, hardened overspray, glaze, or other material that prevents adequate bond.

When successive layers of shotcrete are required to build up the full shotcrete thickness, the first layer shall be prevented from drying out by fogging or wetting. The use of curing compound shall not be permitted between layers, except with the approval of the CITY ENGINEER in writing. If a curing compound is used, it shall be removed by abrasive blast cleaning or high-pressure water blasting, prior to application of the next layer of shotcrete. The first layer of shotcrete shall be free of surface water and in a saturated-surface-dry condition at the time of application of the next shotcrete layer.

- c) Care shall be exercised to protect adjacent surfaces from build-up of rebound and overspray. Rebound shall not be permitted in the completed work. Hardened rebound and hardened overspray shall be removed prior to application of additional shotcrete, using abrasive blast cleaning, chipping hammers, high-pressure water blasting or other suitable techniques.
- d) The Contractor shall provide scaffolding or other temporary support system (e.g., manlifts, suspended work platform, etc.) at each repair location unless otherwise approved by the CITY ENGINEER. Plans for the proposed temporary support system shall be provided to the CITY ENGINEER for review and approval prior to its installation. No holes shall be drilled into the superstructure to accommodate the support system unless approved in writing by the CITY ENGINEER. All anchorages placed in the substructure shall be removed when the platform is removed and the substructure repaired at no additional cost.

- e) Sufficient lighting and ventilation shall be installed to provide the nozzleman and helpers with a clear, unhindered view of the shooting area. Work shall be terminated and corrective measures adopted if, in the opinion of the CITY ENGINEER, visibility is unsuitable for the safe application of quality shotcrete.
- f) Shotcrete nozzling shall follow acceptable shooting practice, as detailed in Section 8.5 of ACI 506R. In particular,
 - i) The nozzle shall be generally operated at a distance of one-half to one-and-one-half meters from the receiving surface and shall be oriented at right angles to the receiving surface, except as required to fill comers, cover edges and encase large diameter reinforcing steel;
 - ii) The combination of air pressure at the nozzle, moisture content of the shotcrete and distance of the nozzle from the receiving surface shall be optimized to achieve maximum compaction of the shotcrete;
 - iii) Care shall be taken while encasing reinforcing steel and mesh to keep the front face of the reinforcement clean during shooting operations, so that shotcrete builds up from behind, to encase the reinforcement and prevent voids and sand pockets from forming; and
 - iv) Accumulations of rebound and overspray shall be continuously removed by the blowpipe operator in advance of the deposition of new shotcrete. Rebound material shall not be reused.
- g) Shotcrete shall not be applied during periods of rain or high wind which could interfere with the shotcrete stream unless suitable protective covers, enclosures or wind breaks are installed.
- h) Shotcrete shall be applied to the required line and grade and tolerance detailed in the Contract Drawings, using shooting wires, depth gauges, guide strips, forms or other suitable devices that do not entrap rebound. Shotcrete shall be applied to provide the minimum cover to reinforcing detailed in the drawings. A positive means of checking the total thickness of the applied shotcrete shall be provided by the use of shooting wires, which shall be removed prior to the final finish coat.
- i) The application of a 3/16- to 3/4- inch thick final layer of plain 3/16 maximum size aggregate flash coat of shotcrete shall be permitted over the top of 1/5 inch maximum aggregate size shotcrete or steel fiber reinforced shotcrete.

33) Shotcrete Finishing

- a) Unless finishing is specifically required in the Contract Documents, the surface of the shotcrete shall be built up slightly and trimmed to the final surface by cutting with the leading edge of a sharp trowel. Any imperfections shall be

floated using a rubber float. Work done to the finished surface shall be limited to correcting imperfections caused by cutting with the trowel.

- b) Where special finishing is required, shotcrete shall be cut back to line and grade using trowels, cutting rods, screeds or other suitable devices. The shotcrete shall be allowed to stiffen sufficiently before cutting and trimming so as to prevent the formation of tears, cracks and delaminations. Shooting wires shall be removed on completion of cutting and trimming.
- c) One or more of the following optional finishes may be applied:
 - i) Wood float finish, either as a preliminary finish for other surface treatments, or as a granular texture finish;
 - ii) Rubber float finish, applied to either a flash coat or wood float finish, to produce a finer textured granular finish;
 - iii) Brush finish, a fine hairbrush float finish, leaving a finely textured, sandy finish.
- d) All shotcrete and overspray shall be trimmed back from adjacent non-prepared concrete surfaces. The edges of all shotcrete repairs shall have a minimum square saw-cut edge 15 mm deep and shotcrete shall be finished up to this edge. Featheredging of shotcrete (including flash coats) shall be prohibited.

34) Curing and Protection

Curing

- a) On completion of finishing, shotcrete shall immediately be prevented from drying out by fogging, wetting or by application of a curing compound.
- b) Curing compounds shall be removed prior to application of subsequent paints, coatings or additional layers of shotcrete.
- c) Once shotcrete has attained final set, it shall be kept continuously moist for a minimum period of 7 days or the use of a curing compound. Moist curing shall be accomplished using one or more of the following procedures:
- d) Wrapping the elements in wet burlap, which has been presoaked in water for 24 hours prior to installation; wrapping the wet burlap in plastic sheet is useful for retarding the rate of drying of the burlap;
- e) Installation of sprinklers, soaker hoses or other devices which keep the shotcrete repairs continuously wet. The use of intermittent wetting procedures

which allow the shotcrete to undergo wetting and drying during the curing period shall be prohibited.

35) Hot and Cold Weather Protection:

- a) The general requirements for hot and cold weather concreting, detailed in ACI 305R and ACI 306R, shall also apply to shotcrete remedial work except the maximum temperature of the shotcrete shall not exceed 95 degrees F.
- b) If the prevailing ambient conditions (relative humidity, wind speed, air temperature and direct exposure to sunlight) are such that the shotcrete develops plastic shrinkage and/or early drying shrinkage cracking, shotcrete application shall be terminated. The Contractor shall:
 - c) Reschedule the work to a time when more favorable ambient conditions prevail; and/or
 - d) Adopt corrective measures, such as installation of sun-screens, wind breaks, surface evaporation retardants or fogging devices, to protect the work.
 - e) Shotcrete application shall be terminated if the ambient temperature rises above 90 degrees F, unless the Contractor adopts special hot weather shotcreting procedures, which are approved by the CITY ENGINEER.
 - f) During periods of cold weather, shotcreting may only proceed if the concrete substrate to which the shotcrete is applied is free of frost and the air temperature in contact with the repair surfaces is above 40 degrees F.
 - g) The air temperature in contact with repaired surfaces shall be maintained at 40 degrees F or greater for at least 3 days after application of shotcrete. The means of maintaining the air temperature shall be approved by the CITY ENGINEER. The use of unvented heaters, which give rise to carbonation, shall be prohibited.
 - h) The temperature of applied shotcrete shall be preferably in the range of 50 to 70 degrees F but not outside the range of 40 to 95 degrees F. Cooler mix temperatures are preferred during hot weather shotcreting operations and warmer mix temperatures during cold weather shotcreting.

36) Shotcrete Acceptance

- a) The CITY ENGINEER shall have authority to accept or reject the shotcrete work. Shotcrete which does not conform to the project specifications may be rejected either during the shotcrete application process or on the basis of tests on the test panels or completed work.

- b) Deficiencies observed during the shotcrete application process, such as, but not limited to:
- i) failure to properly control and remove build-up of overspray and rebound;
 - ii) incomplete encasement of or incomplete consolidation around reinforcing steel, mesh or anchors;
 - iii) incorporation of sand lenses, excessive voids, delaminations, sags, rebound, and sloughing; or
 - iv) failure to apply shotcrete to the required line and grade and tolerance shall constitute cause for rejection of the plastic shotcrete. If plastic shotcrete is rejected the contractor shall stop the work and take all measures necessary to correct deficiencies.
- c) The Contractor shall, whenever possible, perform remedial work to correct deficiencies while the shotcrete is still plastic.
- d) The CITY ENGINEER shall examine the completed shotcrete work. The hardened shotcrete shall be examined for any evidence of cracking, tears, featheredging, sloughs or other deficiencies. Sounding or other non-destructive evaluation (NDE) methods shall be used to check for delaminations at 28 days, or less when approved by the CITY ENGINEER in writing. Non-conforming shotcrete is any that lacks uniformity; exhibits segregation, honeycombing, or delaminations; has suffered excessive cracking; was not prepared or applied in compliance with these specifications; fails to meet the specified requirements in Table 1; or fails to meet the core grading requirements.
- e) If the results of compliance tests from shotcrete construction test panels, or assessment of the plastic and hardened shotcrete indicate non-conformance of the shotcrete to the project specifications, the contractor shall drill at least three cores from the repaired member. The cores shall penetrate into the existing concrete a minimum of 2 inch. The number and location of the cores shall be at the discretion of the CITY ENGINEER. These cores shall be core graded in accordance with ACI 506.2 and tested for compressive strength, boiled absorption, volume of permeable voids, and rapid chloride permeability, if applicable. The shotcrete shall be accepted if the mean core grade is 2 or less and no individual core grade is 4 or 5, and the test results meet the specified requirements for Boiled Absorption, Volume of Permeable Voids, and Rapid Chloride Permeability, if applicable, in Table 1 and the following compressive strength criteria. The mean compressive strength of a set of three cores shall equal or exceed 0.85 f'c with no individual core less than 0.75 f'c . The mean of a set of three cubes shall equal or exceed f'c with no individual cube less than 0.88 f'c. All core holes shall be

patched by a method submitted and approved by the CITY ENGINEER at no additional cost to the owner.

- f) Shotcrete which is determined by the CITY ENGINEER to be defective or non-conforming to the project specifications based on evaluation of cores from the finished shotcrete shall be repaired or removed and replaced by the contractor at no cost to the Owner. Repairs of non-conforming shotcrete are subject to the same testing, evaluation, and acceptance criteria as the original repair shotcrete.

g) Shotcrete Repair

Shotcrete which is identified as being non-conforming while still plastic shall be removed using spades, scrapers or other suitable mechanical devices. High-pressure water jetting may be used, subject to acceptable disposal of the removed shotcrete and slurry.

- h) Hardened shotcrete which is identified as being non-conforming shall be removed using the same basic procedures used for removal of deteriorated concrete. Care shall be taken to avoid damage to reinforcing steel, mesh or anchors. Any embedments damaged during the shotcrete removal process shall be replaced at no cost to the Owner.

- i) All prepared repair areas shall be inspected and approved by the CITY ENGINEER prior to the placement of any repair shotcrete. Repair shotcrete shall be placed, finished, cured and protected in the same manner specified for shotcrete work.

- j) The contractor shall bear the costs for all repair and tests for non-conforming shotcrete.

37) Measurement and Payment

Payment shall be full compensation for furnishing materials, equipment, labor, tools and incidentals required to accomplish temporary work access, preparation of surfaces, application of shotcrete, waste shotcrete and rebound, coring of test samples, testing, replacement of defective shotcrete as specified, clean-up of the area and disposal of waste water, wasted shotcrete and rebound, and all other work and overhead costs necessary to complete the designated pay items. Payment will be made under "End Bent Repairs"

Epoxy sealing of cracks will be considered incidental to other pay items of work.

SECTION 14: RESPONSIBILITY OF CONTRACTOR

General

- A) It shall be the responsibility of the CONTRACTOR to remove from the job site, and properly dispose of, all residues 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 designee, or on private property without property owner's permission.
- B) 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 designee. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the CITY ENGINEER or 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.
- C) 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 residents, in writing, of such changes. CONTRACTOR must provide a copy of all written notification to the CITY ENGINEER.
- D) 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).
- E) 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 and grates from catch basins to be removed must be turned into the CITY.

Some underground utilities are indicated on the design plans as accurately as possible. The CITY does not represent that their location as shown on the design plans is accurate or that all underground utilities and services are shown on the design plans. It is the CONTRACTOR'S responsibility to locate and protect all underground utilities or services when excavating or constructing the proposed improvements. No claim will be accepted for utilities not shown on the plans or at different locations.

- F) The CONTRACTOR shall protect from sediment and debris any existing or newly constructed 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. No additional compensation will be allowed for this work; rather the cost shall be included in other items of work.

G) 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 U. S. Department of Transportation's Manual on Uniform Traffic Control Devices 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.

H) Field Engineering

Incidental to the Bidder's Proposal costs submitted, the CONTRACTOR shall retain the services of a 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 a registered Land Surveyor.

I) Plant

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.

Contractor may elect to perform some items of the work during nighttime hour with previous approval from the City. Any additional costs of work at night will be the sole responsibility of the Contractor.

J) Private Land

The CONTRACTOR shall not enter or occupy private land outside of easements, except by permission of the owner in writing. A copy of any such agreements must be provided to the City Engineer prior to start of work.

K) 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.

L) 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 stacking 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.

M) Test Pits

Test pits for the purpose of locating underground pipeline or 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.

N) 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.

O) Temporary Site Facilities

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.

2) Power and Telephone Service

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

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's Public Works Department. There is a \$650 deposit required for the use of a hydrant meter.

SECTION 15: PAINTING OF BRIDGES

A. CONTRACTOR RESPONSIBILITIES:

1. The Contractor shall supply all necessary labor, materials and equipment necessary for the total completion of the required work as per the Sherwin-Williams Specifications. The Contractor shall be responsible for and use care in the protection of the occupants' property; such as screens, windows, shrubbery, and walkways, and shall protect other areas not in this scope of work from paint and/or damage. If such damage occurs, the Contractor shall be solely responsible for the restoration of such damages as the result of the Contractor's or any employees of the contractor, except as noted below. The Contractor shall work with the manager to arrange for all automobiles and other vehicles to be removed from the work area adjacent to the work area to safeguard against possible damage.
2. All work shall be performed in a workmanlike manner by skilled mechanics and shall be carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Contractor shall maintain a full work force from the start to the completion of the project, providing a qualified foreman on the jobsite at all times. The contractor shall ensure that all such mechanics shall be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the work area.

3. All ladders and other materials shall be secured at the end of each workday. Upon completion of the work, the Contractor shall promptly remove all debris, material, and equipment, etc., and shall leave the premises of the jobsite clean and orderly.
4. The Contractor shall deliver, or have delivered, necessary materials in unopened containers with the original labels and batch numbers clearly visible. All materials shall be used in strict adherence to the manufacturer's written specifications and/or recommendations. Follow all label directions.

B. SURFACE PREPARATION:

1. Proper surface preparation is the responsibility of the Contractor. Surfaces shall be prepared in accordance with methods accepted as industry standards. The following is a set of recommendations necessary to achieve the proper surface of the substrate to allow for the long-term adhesion of the specified coatings. Test applications of each coating is the responsibility of the contractor, to ensure compatibility with the substrate, adhesion and other characteristics of the new coating, as well as any previous coatings. As new coatings dry, the surface tension created by the curing process can cause peeling if there is insufficient adhesion of any of the underlying paint films. Certain colors may require more than one coat to properly cover the existing substrate color, and allowances must be made for this and coverage determined prior to the beginning of the job. Adhesion tests must be done by the Contractor prior to submitting his/her bid in order to anticipate this potential.
2. Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.
3. Coating performance is affected by proper surface preparation and application. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coatings failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F.

C. PRESSURE CLEANING:

1. The solution should remain on the surface for 10 – 20 minutes or until the mildew has been killed. Rinse thoroughly with clean water. Do not start the pressure cleaning procedure unless sealing will follow within two to three weeks. Any longer and additional pressure cleaning may be necessary.
2. All exterior surfaces to be painted are to be pressure cleaned with a minimum 3500-4000 psi pressure washer using a 15-25 degree spray tip to remove all mildew, peeling, blistering and flaking paint, excessive chalk residue, salt and other foreign matter and by means of wire brushing or hand tool scraping, (SSPC-SP1 & SSPC-SP2). For areas where excessive peeling paint is evident a rotating blaster tip may be required or wire brushing and hand tool scraping may be required.
3. Allow any surface that has been pressure cleaned to dry 24 hours prior to application of any coatings.

D. EXTERIOR MASONRY SEALER:

The Contractor is to spot prime all newly repaired areas with Sherwin-Williams Loxon Hot Stucco Primer or equal (A24W8300), applied 3.1mils dft., then apply a uniform coat of Sherwin-Williams Loxon Conditioner (A24-100 Series) Guide Coat White or equal, to all exposed masonry surfaces prior to painting or patching. Application is to be made to all pressure cleaned and mildew treated exterior masonry surfaces. **Do not reduce.** Follow package directions.

E. EXTERIOR STUCCO/MASONRY SURFACES:

1. Do not start the pressure cleaning procedure unless sealing will follow within two to three weeks. Any longer and additional pressure cleaning may be necessary.
2. The contractor is to chemically clean with a bleach solution, mix 1 part house hold bleach to 3 parts water and pressure clean with a minimum 3000 psi pressure washer using a 15-25 degree spray tip or water blaster tip to remove all mildew, peeling, blistering and flaking paint, excessive chalk residue, salt and other foreign matter, and by means of wire brushing or hand tool scraping, (SSPC/SPI & SSPC/SP2).

**F. COATINGS AND APPLICATIONS:
EXTERIOR MASONRY AND STUCCO SURFACES:**

1. All masonry and stucco surfaces are to be pressure cleaned and free of any surface contamination (excessive chalk, loose stucco, efflorescence, peeling or checked paint, dirt, grease, and mildew) prior to application of specified masonry conditioner. All surfaces are to be free of any moisture prior to application of any coatings. Any new

masonry or stucco patch must be primed with Loxon Hot Stucco Primer (A24W8300) or equal, applied @ 3.1mils dft. Loxon Hot Stucco Primer (A24W8300) or equal can be applied to a masonry surface with a pH up to 13 when applied at the proper dry film thickness.

2. Apply two coats of Sherwin-Williams Concrete Texture Coating Smooth (B97W160) or equal to all surfaces top and sides.

EXHIBITS INDEX

PROJECT INSPECTION REPORTS

EXHIBIT [A] Florida Department of Transportation Inspection Report Bridge ID 866101;

EXHIBIT [B] Florida Department of Transportation Inspection Report Bridge ID 866102;

EXHIBIT [C] Florida Department of Transportation Inspection Report Bridge ID 866100.

The bid package and the exhibits are available via the City of Hallandale Beach Website at no cost. www.cohb.org/Bidnotifications.

SCHEDULE OF PRICES
CONTRACTOR WILL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE
CONTRACT AWARD PERIOD

PROJECT [A]

BRIDGE ID 866100 (0.2 MILE EAST OF DIPLOMAT PARKWAY)

Please note that the award of contract for these projects will be to the responsive, responsible vendor with the lowest bid price for all of the three bridges, total for Project A, B and C.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Striping	LS	1		
2	Repair Spalls in slab & overhang	LS	1		
3	Seal & Repair Cracks on Expansion Joints	LS	1		
4	Milling & Asphalt	LS	1		
5	Repair Spalls Piles 2-1, 2-8, 3-1, 3-3, 3-6	LS	1		
6	Remove Vegetation in Caps	LS	1		
7	Repair Spalls in Caps	LS	1		
8	Clean & Seal expansion Joints	LS	1		
9	Clean & Seal sidewalk Joints	LS	1		
10	Repair Spalls – Bridge Rails 4-4	LS	1		
11	Repair Erosion and collapsed slope	LS	1		
12	Repair Spalls buckhead caps, panel, piling	LS	1		
13	Mobilization	LS	1		
14	Maintenance of Traffic	LS	1		
15	Painting	LS	1		
16	(*) Cost for Compliance with Trench Safety Act – F.S. 553.60 thru 553.64, if applicable	LS	1		
17	(**) Cost for Compliance with Special Shoring requirements per F.S. 553.50 thru 553.64, if applicable	LS	1		
TOTAL FOR PROJECT: PORTION [A]					

SCHEDULE OF PRICES

CONTRACTOR WILL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT AWARD PERIOD

PROJECT [B]

BRIDGE ID 866101 (0.1 MILE EAST OF THREE ISLAND BLVD)

Please note that the award of contract for these projects will be to the responsive, responsible vendor with the lowest bid price for all of the three bridges, total for Project A, B and C.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Striping	LS	1		
2	Repair Spalls spans 1 & 3	LS	1		
3	Graffiti Removal	LS	1		
4	Repair Spalls Beam 3-5	LS	1		
5	Repair Spalls Bays 1-1, 2-8, 3-3	LS	1		
6	Repair Spalls Beam Pedals 3-3, 3-5, 3-7	LS	1		
7	Repair Spalls Buckhead piles & caps	LS	1		
8	Clean & Seal expansion Joints	LS	1		
9	Clean & Seal sidewalk Joints	LS	1		
10	Repair Spalls – Bridge Rails	LS	1		
11	Repair Cracks – Abutments 1 & 4	LS	1		
12	Mobilization	LS	1		
13	Maintenance of Traffic	LS	1		
14	Painting	LS	1		
15	(*) Cost for Compliance with Trench Safety Act – F.S. 553.60 thru 553.64, if applicable	LS	1		
16	(**)Cost for Compliance with Special Shoring requirements per F.S. 553.50 thru 553.64, if applicable	LS	1		
TOTAL FOR PROJECT: PORTION [B]					

SCHEDULE OF PRICES

CONTRACTOR WILL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT AWARD PERIOD

PROJECT [C]

BRIDGE ID 866102 (0.2 MILE NORTH OF HALLANDALE BEACH BOULEVARD)

Please note that the award of contract for these projects will be to the responsive, responsible vendor with the lowest bid price for all of the three bridges, total for Project A, B and C.

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Striping	LS	1		
2	Junction Box cover – Abutment 1	LS	1		
3	Repair Spalls right overhang	LS	1		
4	Repair Spalls – Beam ends – PS Strands	LS	1		
5	Repair Spalls – Piles 3-3, 3-8, 3-12	LS	1		
6	Repair Spalls – Abutment 1 cap	LS	1		
7	Repair Spalls – Bent 3 cap	LS	1		
8	Clean and seal all Joints	LS	1		
9	Repair Approach Sidewalks	LS	1		
10	Remove Vegetation	LS	1		
11	Rip Rap Bags Installation	LS	1		
12	Repair Cracks – Seawall Piling & Panels	LS	1		
13	Mobilization	LS	1		
14	Maintenance of Traffic	LS	1		
15	Painting	LS	1		
16	(*) Cost for Compliance with Trench Safety Act – F.S. 553.60 thru 553.64, if applicable	LS	1		
17	(**) Cost for Compliance with Special Shoring requirements per F.S. 553.50 thru 553.64, if applicable	LS	1		
TOTAL FOR PROJECT: PORTION [C]					

00310. BID BOND

BID BOND WILL BE INSERTED HERE.

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 _____, 2012

**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 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.	Provide three (3) references of projects of a similar size, scope and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number.

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).
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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.

**CONSTRUCTION
CONTRACT**

00500. CONTRACT FORM

CONTRACT

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

- 1.1 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 (Design Plans), Specifications and Addenda thereto for the project entitled:

The work to be provided is outlined and includes to **BID # FY 2010-2011-011: HALLANDALE BEACH REPAIRS TO THREE ISLAND BRIDGES** which is hereby incorporated and made part of this Agreement by reference and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

- 1.2 The CONTRACTOR and the City's Project Manager will develop a single list of items required to render complete, satisfactory, and acceptable construction services, if applicable.

The City's Project Manager will contact the CONTRACTOR with the list of required items for this project and will provide a timeline for the CONTRACTOR to respond. The delivery of the list of items for the accomplishment of the construction project will be provided by the

City's Project Manager to the CONTRACTOR within five (5) days of contract execution.

- a) For contracts less than \$10 million dollars the parties shall, within thirty (30) days of substantial completion, develop and deliver a list required for accomplishment of the Project. If the contract is more than \$10 million dollars the parties shall accomplish same within sixty (60) days.
- b) The final completion date under the Contract shall be extended at least thirty (30) days after the list is delivered in paragraph a above.

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 22 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 meet its available budget.
- 3.3 In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with the plans and specifications, the City agrees to pay to the CONTRACTOR, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total Contract price of \$(_____), in words

The Contract price may include a 5% contingency amount for change orders that may be authorized in accordance with applicable policies and procedures and/or as authorized through the Commission motion for award of contract.

ARTICLE 4

INDEMNIFICATION

- 4.1 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 negligent act or omission of 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 latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts 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.

CONTRACTOR shall require all of the subcontractors working for it to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of work performed by CONTRACTOR in connection with the Project.

- 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 CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, 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 CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, 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 CONTRACTOR or persons employed or utilized by the CONTRACTOR 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 in compliance 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 CITY ENGINEER and the City's Project Manager 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.

- 8.3 Necessity of complying with permit requirements. CONTRACTOR and the City agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

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 bond 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 Bond. 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 Bond. 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 13

SEPARATE 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 14

DAMAGE 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.

14.2 During construction of buildings and/or during improvements, CONTRACTOR covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by CONTRACTOR in accordance with this Agreement, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for Permitted Delays; provided insurance funds are made available to CONTRACTOR for such repair or rebuilding, in which event CONTRACTOR shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. CONTRACTOR shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which would reasonably affect the ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. CONTRACTOR shall pay for all such repairing and rebuilding so that the property and the buildings and improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

ARTICLE 15

MONITORING REPORTS

15.1 CONTRACTOR shall provide the City, in a format reasonably acceptable to the City and CONTRACTOR, information, data and reports to be used by the City in monitoring CONTRACTOR'S performance in carrying out the Project.

ARTICLE 16

CHANGE OF CONTRACT TIME

- 16.1 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 CITY ENGINEER and the City's Project Manager 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 16.2, 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.
- 16.2 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.
- 16.3 No Damages for Delay:
- Except as provided in Article 1.2(a) and (b) 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.

16.4 Changes in the Work or Terms of Contract Documents:

16.4.1 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.

16.4.2 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 16.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

16.5 Field Orders and Supplemental Instructions:

The CITY ENGINEER and the City's Project Manager, 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. CITY 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 17

CHANGE ORDERS

17.1 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.

- 17.2 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.
- 17.3 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 City's Project Manager 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.
- 17.4 Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY without consent of Surety.

ARTICLE 18

VALUE OF CHANGE ORDER WORK

- 18.1 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:
- 18.1.1. By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.
- 18.1.2. On the basis of the "cost of work," determined as provided in Sections 18.2 and 18.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 18.4.
- 18.2 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 18.3.

18.2.1. 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.

18.2.2. 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.

18.2.3. 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.

18.2.4. 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.

18.2.5. Supplemental costs including the following:

8.2.5.1 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.

18.2.5.2 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.

18.2.5.3. 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.

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

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

18.2.5.6. 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.

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

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

18.3.1. 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 18.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

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

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

18.3.4. 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.

18.3.5. 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.

18.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 18.2.

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

18.4.1. A mutually acceptable fixed fee or,

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

18.4.2.1. For costs incurred under Sections 18.2.1 and 18.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

18.4.2.2. For costs incurred under Section 18.2.3, 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

18.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 18.2.4 and 18.2.5, (except Section 18.2.5.3), and Section 18.3.

- 18.5 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.
- 18.6 Whenever the cost of any work is to be determined pursuant to Sections 18.2 and 18.3, CONTRACTOR will submit in a form acceptable to CITY ENGINEER an itemized cost breakdown together with the supporting data.
- 18.7 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.
- 18.8 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 the City's Project Manager.
- 18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 18.8.2. 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.
- 18.9 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 19

TERMINATION FOR CONVENIENCE

- 19.1 The CITY may terminate the Contract for its convenience, at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR.
- 19.2 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).

- 19.3 CONTRACTOR will then submit a final statement to the CITY for all services performed (based on percentage of project completion) ten days after the date on the notice of termination for convenience.
- 19.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

ARTICLE 20

SHOP DRAWINGS

- 20.1 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.
- 20.2 The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 20.3 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.
- 20.4 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.
- 20.5 The CONTRACTOR shall keep one set of Shop Drawings marked with the CITY ENGINEER'S approval at the job site at all times.

ARTICLE 21

PROGRESS PAYMENTS

All invoices and/or bills and/or requests for payments and/or application for payment are to be sent to the City Engineer and the City's Project Manager.

- 21.1 The CONTRACTOR may request 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 25 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.
- a) Overdue notice. The CONTRACTOR may send the City an overdue notice if the invoice is not paid or rejected within the time frame in Section 21.1, and four (4) business days following the delivery of overdue notice the payment required by the City shall be accepted, rejected or rejected in part.
- 21.2 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, the Contractor may request a reduction of retainage to 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 CONTRACOR.
- 21.3 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:
- 21.3.1. Defective work not remedied.
- 21.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.
- 21.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.

21.3.4 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 22

ACCEPTANCE AND FINAL PAYMENT

- 22.1 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 work has been fully performed, a Final Certificate of Payment (Form 00826) shall be issued by the CITY, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.
- 22.2 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 21.3 above.
- 22.3 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.
- 22.4 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 23

CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 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 the CONTRACTOR 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.
- 23.2 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 19.

ARTICLE 24

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR's proper invoice and/or bill and/or request for payment and/or 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 twenty-five (25) 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 four (4) 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 25

DIFFERING 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 City's Project Manager, 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 26

RESOLUTION OF DISPUTES

- 26.1 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 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to CITY 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 CITY ENGINEER and the City's Contract Manager 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.

- 26.2 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 a disputed invoice or during 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 27

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.

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 28

CONTRACT DOCUMENTS

- 28.1 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 Bond, 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.

- 28.2 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.
- 28.3 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.
- 28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

ARTICLE 29

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity,

gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

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 _____
Mark Antonio, City Manager

_____ day of _____, 20____.

Approved as to form by
City Attorney

By _____
V. Lynn Whitfield, 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 provided as specified in the bid and/or RFP.

00609. FORM OF PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS:

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 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 _____, 20_____, 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 Work Improvements for the _____, 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.

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 may promptly remedy the default, or shall promptly:

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the CITY elects, upon determination by the CITY and Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

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.

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.

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.: _____

TO: CITY OF HALLANDALE BEACH, FLORIDA

RE: BID NUMBER: FY2011-2012-011 – REPAIRS TO THREE ISLAND BRIDGES

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.

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 CITY ENGINEER and the City's Project Manager, 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 form 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:

(Name)

(Secretary)

By: _____

(Title)

(CORPORATE SEAL)

Date: _____

{If not incorporated sign below}

CONTRACTOR

WITNESS:

(Name)

By: _____

Date: _____