



SECTION 2 – SPECIAL TERMS

1. Pre-Bid Conference

A pre-bid conference is scheduled to provide potential bidders the opportunity to ask questions and receive clarification concerning the project and to emphasize safety factors, hazards, or potential interference of other projects. If a pre-bid conference is scheduled, attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the site and attendance is recommended as no individual appointments will be made.

Date: N/A
Time: N/A
Place: N/A

Please bring your copy of the Invitation to Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

2. Time of Completion and Liquidated Damages. The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within seven hundred ten (710) calendar days after the date of such notice, and fully completed within seven hundred eighty (780) calendar days, with such extensions of time as are provided for in the General Terms and Conditions. If said work is not totally 100% complete within the specified timeframes for each phase and part as stated in Sub-section 8, Other Special Conditions, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of two thousand five hundred dollars (\$2,500.00) or five thousand dollars (\$5,000) per calendar day for each and every day or part of a day thereafter that said work remains incomplete for each part of each phase of the work as outlined by the specific phase and part time limits in Section 2 – Special Terms, Section 8 – Other Special Conditions.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

(Permit)	(Fee/Amount or calculation)
Electrical Building Permit	See attached Fee Schedule Exhibit "A"
Right-of-Way Permit	\$175 to be covered as part of construction permit allowance
Utility Construction Permit	\$250 to be covered as part of construction permit allowance

4. Licenses. The Bidder will be required to have at the time of bid submittal, the following current license(s):

- General Contractor License
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The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.

- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Small Business Participation.** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value.

6. **Construction Bond.** If required, please refer to General Condition 51.

Required Yes Not Required

7. **Insurance.** Please refer to General Condition 52 for insurance requirements, unless a modification to such requirements is listed below:

8. **Other Special Conditions:** In the event of conflict between the "Other Special Conditions" listed below and the "General Conditions", the following "Other Special Conditions" will prevail;

Pre-Bid Conference:

Bids for this project were previously received and publicly opened on February 6, 2008. All bids received at that time were rejected by the City. This is a re-bid of the project which includes certain modifications to the bid documents. A pre-bid conference for the previous bid opening was conducted on January 9, 2008. A pre-bid conference for this re-bid is not scheduled.

PHASED CONSTRUCTION

The City wishes to construct the Project in a Phased Format to minimize disruption to the residents and businesses located within and adjacent to the project areas. The Contractor shall submit as part of his response to the bid a detailed Construction Schedule in CPM Format graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. Each part shall be substantially completed before beginning the next part and each phase shall be 100% completed before beginning the next phase, unless otherwise approved by the City.

The CPM Construction Schedule shall be complete in all respects including but not limited to, covering approvals, mobilization and demobilization, construction, testing and Owner occupancy, in addition to activities and interfaces with other Contractors and utilities at the work site, offsite activities such as design, fabrication, testing and acceptance, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The Contractor agrees to complete all of the work for the Project in accordance with the detailed Phased Construction Schedule unless amended by approved and duly executed change orders.

The following are the time limits (in calendar days) for each part of each Phase of the Project, with the associated areas, that the Contractor will be required to substantially complete and totally 100% complete all of the work that is shown in the contract drawings. Should the Contractor fail to totally 100% complete the contract work included in each part of each phase within the timeframes for the areas specified below, the Contractor shall be responsible for the Liquidated Damages in the individual amounts outlined below for each part of each Phase per calendar day he fails to totally 100% complete the work in each area listed for each part of each phase. The five (5) calendar day grace period shown for each part of each phase between the time of substantial completion and 100% complete is intended to allow the contractor time to participate in the substantial completion inspection and to complete minor punch list items. The only exception to a phase or part being totally 100% complete is with regard to pavement markings. Following the final lift of asphalt, temporary pavement markings (painted) shall be installed in each part in the time allowed. After the asphalt has cured for three (3) weeks, the final pavement markings (thermoplastic) shall be installed.

Time Limits for each Phase and Part with Liquidated Damages Amounts

Pre-Construction Work

30 calendar days from Notice of Commencement – Complete pre-construction work items including, but not limited to, shop drawing submittals, purchasing materials, property owner notification, initial pre-construction audio-video documentation, submitting MOT, initial “soft digs”, and mobilization. (Liquidated Damages – None).

Phase I – Lakewood Road

Part 1:

30 calendar days to substantial completion and an additional 5 calendar days to 100% complete - Intersection of East Lakewood Road and Flagler Drive, from the west right-of-way line of Flagler Drive to the existing bulkhead. (Liquidated Damages - \$5,000 per calendar day)

Part 2:

85 calendar days to substantial completion and an additional 5 calendar days to 100% complete – East Lakewood Road from the west right-of-way line of Flagler Drive, to the east right-of-way line of Olive Avenue including the installation of the PCD structure. (Liquidated Damages - \$2,500 per calendar day)

Part 3:

30 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Intersection of Olive Avenue and East Lakewood Road from the east right-of-way line of Olive Avenue to the west right-of-way line of Olive Avenue. (Liquidated Damages - \$5,000 per calendar day)

Part 4:

55 calendar days to substantial completion and an additional 5 calendar days to 100% complete – East Lakewood Road from the west right-of-way line of Olive Avenue to the east right-of-way line of South Dixie Highway. (Liquidated Damages - \$2,500 per calendar day)

Part 5:

30 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Intersection of East Lakewood Road and South Dixie Highway from the east right of way line of South Dixie Highway to the west of South Dixie Highway. (Liquidated Damages - \$5,000 per calendar day)

Phase II – Edmor Road

Part 1:

30 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Intersection of Edmor Road and Flagler Drive, from west right-of-way line of Flagler Drive to the existing bulkhead. (Liquidated Damages - \$5,000 per calendar day)

Part 2:

85 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Edmor Road from the west right-of-way line of Flagler Drive, to the east right-of-way line of Olive Avenue including the installation of the PCD structure. (Liquidated Damages - \$2,500 per calendar day)

Part 3:

30 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Intersection of Olive Avenue and Edmor Road from the east right-of-way line of Olive Avenue to the west right-of-way line of Olive Avenue. (Liquidated Damages - \$5,000 per calendar day)

Part 4:

55 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Edmor Road from the west right-of-way line of Olive Avenue to the east right-of-way line of South Dixie Highway. (Liquidated Damages - \$2,500 per calendar day)

Part 5:

30 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Intersection of Edmor Road and South Dixie Highway from the east right of way line of South Dixie Highway to the west of South Dixie Highway. (Liquidated Damages - \$5,000 per calendar day)

Phase III – Garden Avenue

Part 1:

55 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Garden Avenue from the south right-of-way line of McIntosh Street to the south right-of-way line of Francis Street. Also, West Lakewood Road from Garden Avenue to Georgia Avenue. (Liquidated Damages - \$2,500 per calendar day)

Part 2:

55 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Garden Avenue from south of Kifer Street to the south right-of-way line of McIntosh Street (Liquidated Damages - \$2,500 per calendar day)

Part 3:

55 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Garden Avenue from the south right-of-way line of Francis Street to the south right-of-way line of Dobbins Street. (Liquidated Damages - \$2,500 per calendar day)

Part 4:

55 calendar days to substantial completion and an additional 5 calendar days to 100% complete – Garden Avenue from the south right-of-way line of Dobbins Street to the south right-of-way line of Nottingham Boulevard. (Liquidated Damages - \$2,500 per calendar day)

NARRATIVE OF CONTRACTORS MEANS AND METHODS

In addition to the CPM Construction Schedule, the Contractor shall submit, in narrative format, a detailed description of the Contractor's means and methods for completing the work in all of the above Phases and Parts of the Project. The narrative shall include but not be limited to the following:

1. Proposed manpower and equipment allocations.
2. Work hours, work days.
3. Testing and inspection procedures.
4. Road closure procedures.
5. Notification(s) to property owners and communications during construction.
6. Scheduling per phase and part – water, sewer, drainage, etc. Order of construction, the time allotment of each part of each phase.
7. PCD's – Installation procedure, shoring and sheeting.
8. Staging for each phase and part.
9. Dewatering procedures for each phase and part.
10. Trench safety – slope, trench box, sheeting and shoring, etc. for each phase and part by stations.
11. Tree relocations – when, where and how.
12. How will local traffic be maintained? If it must be interrupted briefly, how will property owners be notified and accommodated? How will access to private properties be maintained?
13. Handling of resident concerns.
14. Scheduling of new lighting and landscaping installation.
15. How will private property be protected by the Contractor from construction damage during the work?
16. Underpinning of existing building foundations.

RIGHT-OF-WAY PERMIT

The Contractor shall obtain a City of West Palm Beach right-of-way permit for each road closure. As part of the requirements of the permit, the Contractor shall submit for the City's review and approval a detailed Maintenance of Traffic (MOT) plan for each phase and part of the work. All MOT plans shall be reviewed and approved by the City prior to implementation. The Contractor shall also be required to meet the FDOT's MOT requirements for the Dixie Highway construction phases, and parts.

ACCESS TO PRIVATE PROPERTY

The Contractor shall maintain all vehicular and pedestrian access to all private residences and existing businesses along Edmor Road, East Lakewood Road, Garden Avenue and West Lakewood Road.

VIBRATION AND UNDERMINING CARE

Special care shall be taken by the Contractor to minimize vibrations during construction activities. The City shall retain a Geotechnical Engineer to perform vibration monitoring throughout the Project. Additionally, the Contractor shall take special care to avoid undermining or affecting the foundations and underlying soils of adjacent buildings, utilities, roadways and all private property. The Contractor shall submit to the City for review and approval, a signed and sealed Sheeting and Shoring plan, prepared by a Registered Florida Engineer, for all work prior to starting construction.

CONTRACTORS DEWATERING PLAN

The Contractor's dewatering plan shall be implemented as follows:

Dewatering activities shall comply with the requirements of the South Florida Water Management District (SFWMD) water use permit number 50-06619-W (Appendix C-3). Prior to initial dewatering activities starting the Contractor shall submit to the Engineer for review and approval a dewatering plan, obtain a dewatering permit for his construction activities from SFWMD, and arrange for all dewatering facilities and equipment be inspected by SFWMD and the Engineer.

Dewatering shall occur in phases as shown in Exhibit 2 of Appendix C-3. The system can be described as flowing west to east on Edmor Road and west to east on Lakewood Road.

Well point systems or sump pumps shall be used to lower the water table to no more than two (2) feet below the inverts of the proposed pipes and structures.

Variable speed pumps (2,600 GPM maximum capacity each) shall be used for each phase of the project. Maximum pumping shall not exceed 10 MGD. Total pumping shall not exceed 500 MG. Each pump shall be equipped with a SFWMD approved operating water use accounting system., Calibration reports for each pump shall be submitted to the Engineer and SFWMD. Pump runtime and speed shall be monitored and available for review at any time by the Engineer, City and SFWMD.

Dewatering pump assemblies shall include noise mitigation measures to reduce and maintain a noise level to less than 60 dba as measured at the base of all residential structures.

Double turbidity screens shall be installed and maintained at the drainage outlets to the Lake Worth Lagoon. Daily water quality sampling at these locations conducted by a certified laboratory retained by the City to verify that the turbidity levels do not exceed 29 ntu over the background level. The background level shall be determined by obtaining a sample due east and no closer than 100 feet from the outlet. Sampling results shall be submitted to the Engineer and SFWMD. In the event that turbidity levels exceed the above standard, the Contractor shall stop all pumping and incorporate a settling tank or other approved (by the Engineer) devices to reduce the turbidity to the approved level.

SANITARY FACILITIES

The Contractor shall provide and maintain daily, as part of the project, all adequate sanitary facilities for the use of the Contractor's workmen.

AS-BUILT SURVEYING, PHOTOGRAPHIC AND DAILY REPORTING REQUIREMENTS

The Contractor shall provide weekly to the City, as part of the project, signed and sealed as-built surveys (3 copies) of the work performed by the Contractor for the preceding (7) calendar days. The as-built surveys shall be prepared by an independent third party State of Florida registered Land Surveyor. The Contractor shall provide weekly to the City, as part of the work, 8 ½" x 11" color progress photographs (3 copies) showing the Contractor's

work progress over the preceding (7) calendar days. Copies of all daily reports prepared by the Contractor and his sub-contractors (3 copies) shall be submitted to the City on a weekly basis for the preceding (7) calendar days.

SALES TAX SAVINGS

It is agreed that the City (Owner) may choose to issue a Direct Purchase Order to the Contractor's material supplier(s) for the material identified on the form titled Contractor's Material Suppliers, *in order to take advantage of the sales tax savings*. If the City should issue such a purchase order, it will be for the material amount identified on the form titled Contractor's Material Suppliers, and this contract will be reduced via change order by the value of the material included in the purchase order, as well as the corresponding sales tax.

The Contractor agrees that he will continue to assume all liability and responsibility for the material/equipment as if the materials/equipment had remained included in the Contractor's obligations under the contract, including without limitation, making all arrangements concerning shipping and insurance, receiving delivery of, off-loading, safeguarding and storage, installation, correcting any deficiencies or non-conformance, start-up, and checkout of equipment and/or materials, and providing and honoring all warranty obligations.

HURRICANE PLAN

The Contractor shall provide a hurricane plan, prior to starting work, describing the actions he will take to secure the work sites in the event a hurricane is predicted to hit or affect the project area.

GARBAGE AND TRASH PICKUP

In the event that a street or a portion of a street is not open to vehicular traffic, as determined by the Engineer, the Contractor shall collect **all** garbage, trash, and other items placed at the roadside by the residents for pickup and transport all such items to the end of the streets for each residence, in the appropriate time constraint provided by the City, for the pickup and disposal of such items.

PAVEMENT RESTORATION

If the construction drawings call for underground construction in a section of roadway that is to be milled and overlaid, then the Contractor shall complete the underground construction, followed by pavement restoration in accordance with the Pavement Restoration Detail, followed by milling and overlay of the section to the limits called for. The Contractor will be paid for pavement restoration of the trench area and also milling and overlay of the entire section.

TEMPORARY ASPHALT

Temporary asphalt is not required on a daily basis. However, the Contractor shall provide safe temporary vehicular and pedestrian access to all private properties at all times, unless otherwise approved by the City.

RESUMES OF KEY PERSONNEL

Resumes of the company's key personnel who will be assigned to the project shall be included in the contractor's response for bid. This includes but is not limited to the Project Manager & Project Superintendents.

UNDERPINNING OF EXISTING BUILDING FOUNDATIONS

The City's Geotechnical Engineer has determined that three (3) building will need to have their foundations underpinned to avoid damages during construction. The Contractor shall provide signed and sealed plans for the underpinning of the buildings foundation that will be prepared by a State of Florida Licensed Structural Engineer as part of his work.

SUBCONTRACTOR PARTIAL AND FINAL RELEASE OF LIEN

With each progress payment request submitted to the City, the Contractor shall also submit a Partial Release of Lien for each Subcontractor and Material Supplier and showing the actual dollar amount paid to the Subcontractor/Material Supplier during the pay period. With the final payment request submitted to the City, the Contractor shall also submit a completed Final Release of Lien – Subcontractor and showing the actual total dollar amount paid to the Subcontractor/Material Supplier.

DAILY WORK REPORTS

The Contractor and any Subcontractors shall provide to the City on a weekly basis copies of their daily work reports.