

## **Solicitation 663-11781**

### **Downtown Helistop Improvements (P12205)**

#### **Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 663-11781 Downtown Helistop Improvements (P12205)

Bid Number **663-11781**  
Bid Title **Downtown Helistop Improvements (P12205)**

Bid Start Date **In Held**  
Bid End Date **Sep 20, 2016 2:00:00 PM EDT**  
Question & Answer End Date **Sep 9, 2016 5:00:00 PM EDT**

Bid Contact **Maureen Lewis**  
**Procurement Specialist I**  
**Finance**  
**954-828-5239**  
**maureenl@fortlauderdale.gov**

Contract Duration **One Time Purchase**  
Contract Renewal **Not Applicable**  
Prices Good for **120 days**  
Pre-Bid Conference **Aug 24, 2016 10:00:00 AM EDT**  
**Attendance is optional**  
**Location: Downtown Helistop**  
**201 SE 2nd Avenue, 6th Floor**  
**Fort Lauderdale, FL 33301**

Bid Comments **Sealed bids will be received electronically until 2:00 P.M., local time, on TUESDAY, SEPTEMBER 20, 2016, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for BID NO., 663-11781, PROJECT NO., 12205, DOWNTOWN HELISTOP IMPROVEMENTS.**

**This project consists of Drawing File No., 4-139-42, twelve (12) sheets.**

**The work to be accomplished under this contract includes, but is not limited to, permitting, removal and disposal of the existing west stair case and security enclosure located on the Seventh Floor (roof) level, manufacture, delivery, and installation of new stainless steel staircase assembly and security enclosure, replacement of sensors, cameras, and fire hose cabinetry, maintenance of traffic, restoration of the Sixth Floor soffit, and installation, maintenance, and removal of temporary emergency access scaffolding at the Downtown Helistop, located at 201 SE 2<sup>nd</sup> Avenue, Fort Lauderdale, FL, 33301.**

**NOTE: Payment on this contract will be made by Visa or MasterCard.**

**Possession of a Broward County (Florida) General Engineered Construction Builder Contractor (GITS) License and/or one that is appropriately issued by the State of Florida is required for this project.**

**Pre-Bid Meeting and Site visit: A pre-bid meeting and site visit will be held on WEDNESDAY, AUGUST 24, 2016, at 10:00 a.m., local, time, at Downtown Helistop, 201 SE 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor, Fort Lauderdale, Florida, 33301.**

**It is strongly suggested that all Contractors attend the pre-bid meeting and site visit since tours at other times might not be available.**

**While attendance is not mandatory, it will be the sole responsibility of the bidder to inspect the City's location (s) and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance.**

**Bidding blanks may be obtained free of charge at BIDSINC.COM. Drawing Plans are on file in the Public**

Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4<sup>th</sup> floor, (Monday thru Friday 8:00 am to 4:30 pm) at a **NON-REFUNDABLE** cost of \$25.00 (including sales tax per set). Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

**Bid Security** : A certified check, cashier's check, bank officer's check or bid bond for **FIVE** percent (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

**Bid Bonds:**

Bidders can submit bid bonds for projects four different ways:

BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BIDSYNC customer care department.

Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver, upon request, the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

Bidders can hand deliver their bid bond in a sealed envelope to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Bidders can mail their bid bond to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

**Certified Checks, Cashier's Checks and Bank Drafts** CANNOT be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/purchasing> . For general inquiries, please call (954) 828-5239.

Item Response Form

Item 663-11781--01-01 - BASE BID TOTAL: MOBILIZATION  
 Lot Description BASE BID TOTAL

Quantity **1 lump sum**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Mobilization, demobilization, including, but not limited to: maintenance of traffic, project coordination, site clean-up, as-built services, contractor staging/storage areas, and any and all other necessary appurtances.

Item **663-11781--01-02 - BASE BID TOTAL: REMOVAL AND REPLACEMENT OF THE EXISTING WESTERN STAIRCASE AND ENCLOSURE**  
 Lot Description **BASE BID TOTAL**  
 Quantity **1 lump sum**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Furnish all materials, labor, and equipment to perform and complete the removal and replacement of the existing western staircase with new stainless steel Type 304L stairs; fabricate and install collapsible safety net and hold-open arm over firehose and cabinet; remove and replace security enclosure at parking deck with new stainless steel material, including replacment of 36-inch x 88-inch gate; repair soffit on 6th floor parking deck (including, but not limited to, applying new fire-proofing material, installing metal soffit framing, stucco, painting, structural work to columns, beams, and bolts, and waterproofing of all areas).

Item **663-11781--01-03 - BASE BID TOTAL: TEMPORARY STAIRCASE**  
 Lot Description **BASE BID TOTAL**  
 Quantity **1 lump sum**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Install, maintain, and remove temporary staircase for egress from flight deck of Helistop.

Item **663-11781--01-04 - BASE BID TOTAL: REPAIRS TO FLIGHT DECK ITEMS AND SPACEFRAME SUPPORT**  
 Lot Description **BASE BID TOTAL**  
 Quantity **1 lump sum**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Repair of welds to the fall protection framing surrounding the flight deck, replacement of gutters, replacement of utility hangars/rods

with new stainless steel hangars/rods, removal of underdeck spaceframe lights, replacement of new firehose and cabinet, and repairs to the fire-proofing spaceframe supports.

**CITY OF FORT LAUDERDALE  
CONTRACT AND SPECIFICATIONS PACKAGE**

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**BID NO. 663-11781**

**PROJECT NO. 12205**

**DOWNTOWN HELISTOP  
IMPROVEMENTS**



**Issued on Behalf of: The Public Works Department  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301**

**FERNANDO BLANCO  
AIRPORT ENGINEER/PROJECT MANAGER II**

**MAUREEN LEWIS  
PROCUREMENT SPECIALIST 1**  
Telephone: (954) 828-5239 E-mail: [maureenl@fortlauderdale.gov](mailto:maureenl@fortlauderdale.gov)

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- Attachment 6 - CITB Non-Collusion Statement (NCS-1)
- Attachment 7 - CITB Contract Payment Method

These documents **must** be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.



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Jeffrey A. Modarelli  
City Clerk

## **INSTRUCTIONS TO BIDDERS**

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

**QUALIFICATIONS OF BIDDERS** – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the CITY OF FORT LAUDERDALE, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

**PERSONAL INVESTIGATION** - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

**INCONSISTENCIES** – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the bidder, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

**ADDENDA AND INTERPRETATIONS** - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addendums have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

**LEGAL CONDITIONS** - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

**PUBLIC ENTITY CRIMES** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**FORMS OF PROPOSALS** - Each proposal and its accompanying statements must be made on the blanks provided. **THE FORMS MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED,** and must show the name of the bidder and a statement as to its contents.

**INSTRUCTIONS TO BIDDERS (continued)**

**FORMS OF PROPOSALS (CONTINUED)** - The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

**INSURANCE** - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

**BID BOND** - A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

**FILLING IN BIDS** - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

**PRICES QUOTED:** Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

**BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**ADDITIONAL ITEMS OR SERVICES:** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or

**INSTRUCTIONS TO BIDDERS (continued)**

services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**DELETION OR MODIFICATION OF SERVICES:** The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

**CAUSES FOR REJECTION** - No proposal will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

**REJECTION OF BIDS** - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals and to waive such technical errors as may be deemed best for the interests of the City.

**BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). The complete protest ordinance may be found on the City's website at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

**WITHDRAWALS** - Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

**CONTRACT** - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish

**INSTRUCTIONS TO BIDDERS (continued)**

good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

**ENFORCEMENT OF SPECIFICATIONS** - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

**COPIES OF DRAWING PLANS** - Copies of the drawing plans are on file in the Public Works Department, City Hall, 4<sup>th</sup> Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

**SURETY BOND** – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, (“Bond”), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor’s obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes, written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and save harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

## INSTRUCTIONS TO BIDDERS (continued)

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the City.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes.

RESERVATION FOR AWARD AND REJECTION OF BIDS - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS - It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed **to a policy of equitable participation for these firms**. The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.



**INSTRUCTIONS TO BIDDERS (continued)**

The term "Minority Business Enterprise" means a business at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least fifty-one percent (51%) of which is owned by females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK includes persons having origins in any of the Black racial groups of Africa.

WHITE includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS** - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

## PROJECT 12205

**SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

**02. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

**03. SUBMISSION OF BIDS**

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

**04. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact **James Maureen Lewis, Procurement Specialist I**, at (954) 828-5239 or email at [maureenl@fortlauderdale.gov](mailto:maureenl@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be

## SPECIAL CONDITIONS (continued)

## PROJECT 12205

submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

**05. CONTRACT PERIOD**

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **60** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **105** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **125** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The City of Fort Lauderdale reserves the right to waive any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the bid items.

**At time of award of contract, the City reserves the right to set a maximum dollar limit that may be expended on this project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.**

**The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.**

**07. BID SECURITY**

A certified check, cashier's check, bank officer's check or bid bond for **FIVE** percent **(5%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

**08. REQUIRED LICENSES/CERTIFICATIONS**

Contractor must possess the following licenses/certifications to be considered for award.

**Possession of a Broward County (Florida) General Engineered Construction Builder Contractor (GITS) License and/or one that is appropriately issued by the State of Florida is required for this project.**

*Note: Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid*

**09. SPECIFIC EXPERIENCE REQUIRED – N/A**

**10. BID ALLOWANCE**

**Allowance for permits:** Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire project. If the fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of fees required for project completion through a change order.

<b>Allowance</b>	<b>\$</b>
Permit fee allowance	10,000
Additional labor Allowance	10,000
Additional material Allowance	20,000
<b>TOTAL</b>	<b>40,000</b>

*Note: The City will add this allowance to your bid.*

**11. INSURANCE REQUIREMENTS (See Article 10, Bonds and Insurance, of the Contract for details)**

Insurance

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

## SPECIAL CONDITIONS (continued)

## PROJECT 12205

and having agents upon whom service of process may be made in the State of Florida. **A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. **BINDERS ARE UNACCEPTABLE.** The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- 11.2 **Property Insurance (Builder's Risk):** The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.
- 11.3 **Commercial General Liability**
- A. Limits of Liability:  
Bodily Injury and Property Damage - Combined Single Limit

## SPECIAL CONDITIONS (continued)

## PROJECT 12205

Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

- B. Endorsements Required:  
 City of Fort Lauderdale included as an Additional Insured  
 Broad Form Contractual Liability  
 Waiver of Subrogation  
 Premises/Operations  
 Products/Completed Operations  
 Independent Contractors  
 Owners and Contractors Protective Liability  
 Contractor's Pollution Liability – **N/A**

11.4 Business Automobile Liability

- A. Limits of Liability:  
 Bodily Injury and Property Damage - Combined Single Limit  
 All Autos used in completing the contract  
 Including Hired, Borrowed or Non-Owned Autos  
 Any One Accident \$1,000,000
- B. Endorsements Required:  
 Waiver of Subrogation

11.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

- 11.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.
- 11.7 Crane/On-Hook Liability: The Contractor shall provide Crane/On-Hook coverage with limits of no less than \$1,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability if the use of any cranes is required for this project.

## SPECIAL CONDITIONS (continued)

PROJECT 12205

- 11.8 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

**A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

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

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

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

12. **PERFORMANCE AND PAYMENT BOND:** 100%

**Number of awards anticipated:** 1

13. **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as **Fernando Blanco** whose address is 100 North Andrews, 5<sup>th</sup> Floor, Fort Lauderdale, FL 33301, telephone

## SPECIAL CONDITIONS (continued)

PROJECT 12205

number: **(954) 828-6536**, and email address is [fblanco@fortlauderdale.gov](mailto:fblanco@fortlauderdale.gov). The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

**14. LIQUIDATED DAMAGES** *(See Article 16, Liquidated Damages, of the Contract for details)*

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

**15. PAYMENT** *(See Article 7, Payment, of the Contract for other details)*

The City has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

**16. WORK SCHEDULE (including overtime hours):** Work schedule shall be as detailed on plans

City Inspector hours are 8:00 a.m. to 4:30 p.m. Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

**17. INSPECTION OVERTIME COST:** \$190.50/hr.



**CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and \_\_\_\_\_, (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., \_\_\_\_\_, Project Number, \_\_\_\_\_, which was opened on \_\_\_\_\_; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

**ARTICLE 1 – DEFINITIONS**

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the City, authorizing a revision of an underlying agreement between the City and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the agreement shall be the date the City Commission approves the work. The contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the work will constitute non-performance of the Contractor and would be ground for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

## ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

**DOWNTOWN HELISTOP IMPROVEMENTS  
ITB 663-11781 PROJECT 12205**

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

### PROJECT DESCRIPTION

This project is located at Fort Lauderdale Executive Airport Downtown Helistop, 201 SE 2<sup>nd</sup> Avenue, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, permitting, removal and disposal of the existing west stair case and security enclosure located on the Seventh Floor (roof) level, manufacture, delivery, and installation of new stainless steel staircase assembly and security enclosure, replacement of sensors, cameras, and fire hose cabinetry, maintenance of traffic, restoration of the Sixth Floor soffit, and installation, maintenance, and removal of temporary emergency access scaffolding.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

## ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Fernando Blanco, whose address is 100 N. Andrews Avenue, 5<sup>th</sup> Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.
- 4.3 Exhibits to this Agreement: (Plans sheets [ ] to [ ] inclusive).

- 4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.5 Notice of Award and Notice to Proceed.
- 4.6 General Conditions as amended by the Special Conditions.
- 4.7 Technical Specifications.
- 4.8 Plans/Drawings.
- 4.9 Addenda number \_\_\_\_\_ through \_\_\_\_\_, inclusive.
- 4.10 Bid Form and supplement Affidavits and Agreements.
- 4.11 All applicable provisions of State and Federal Law.
- 4.12 Invitation to Bid No., \_\_\_\_\_, Instructions to Bidders, and Bid Bond.
- 4.13 Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- 4.14 Schedule of Completion and Schedule of Values.
- 4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.16 Any additional documents that are required to be submitted under the Agreement.
- 4.17 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

- a. Specific direction from the City Manager (or designee).
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.
- f. This Agreement dated \_\_\_\_\_ and any attachments.
- g. Invitation to Bid No., \_\_\_\_\_, and the specifications prepared by the City.

- h. Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_.
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

#### **ARTICLE 5 – CONTRACT TIME**

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **60** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **105** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **125** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

#### **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price, which shall not exceed the amount of \$\_\_\_\_\_, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any

additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

## ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.
  - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
  - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.



- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.
- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in

the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m. and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted

by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.

8.16.4 The effort of independent testing agencies.

8.16.5 Notice to affected property owners as may be directed by the Project Manager.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final

As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

#### 8.18 Safety and Protection:

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

- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges

the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, under, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law;

and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

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

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

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

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

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18



U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

## ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.

## ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all

the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond") in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

### 10.3 Insurance

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

**insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

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

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

10.3.3 Commercial General Liability

- A. Limits of Liability:
 

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

Products/Completed Operations \$1,000,000

- B. Endorsements Required:  
 City of Fort Lauderdale included as an Additional Insured  
 Broad Form Contractual Liability  
 Waiver of Subrogation  
 Premises/Operations  
 Products/Completed Operations  
 Independent Contractors  
 Owners and Contractors Protective Liability  
 Contractor's Pollution Liability – **N/A**

#### 10.3.4 Business Automobile Liability

- A. Limits of Liability:  
 Bodily Injury and Property Damage - Combined Single Limit  
 All Autos used in completing the contract including Hired, Borrowed or  
 Non-Owned Autos  
 Any One Accident \$1,000,000
- B. Endorsements Required:  
 Waiver of Subrogation

#### 10.3.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

- 10.3.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

- 10.3.7 Crane/On-Hook Liability: The Contractor shall provide Crane/On-Hook coverage with limits of no less than \$1,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability if the use of any cranes is required for this project.

- 10.3.8 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida,

subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

**A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

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

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

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

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

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

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

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and

other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

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

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not

be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

## ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trails and appeals.



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

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

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

### **ARTICLE 13 – CHANGES IN THE WORK**

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.

- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

#### **ARTICLE 14 – CHANGE OF CONTRACT PRICE**

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.
- 14.1.3 Supplemental costs including the following:
- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.

- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- 14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:
- 14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

## ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

## ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all

liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.

- 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.8 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
- 17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:
- 17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this



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

- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.

- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

#### ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

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

with copy to the:

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

To the Contractor:

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**ARTICLE 20 – LIMITATION OF LIABILITY**

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City’s liability for any cause of action arising out of this Agreement, so that the City’s liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor’s recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City’s liability as set forth in Section 768.28, Florida Statutes, or to extend the City’s liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney’s fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

**ARTICLE 21 – GOVERNING LAW**

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

**ARTICLE 22 – MISCELLANEOUS**

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the

City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

SAMPLE CONSTRUCTION AGREEMENT

Downtown Helistop Improvements  
(Contractor)  
Project 12205

**CITY**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

Approved as to Legal Form:

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney

SAMPLE CONSTRUCTION AGREEMENT

**CONTRACTOR**

WITNESSES:

CONTRACTOR.,  
a Florida corporation.

\_\_\_\_\_

By \_\_\_\_\_

Print Name

PRINT NAME

Title

\_\_\_\_\_

ATTEST:

Print Name

BY: \_\_\_\_\_

PRINT NAME

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ (Name), as \_\_\_\_\_ (Title) of \_\_\_\_\_ (CONTRACTOR), a Florida corporation, on behalf of the Corporation.

SEAL

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

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known or  Produced Identification:

Type of Identification Produced: \_\_\_\_\_

**GENERAL CONDITIONS**

**Unless otherwise modified in the projects special conditions, the following General Conditions shall be part of the Contract:**

**GC - 01 - DEFINITIONS** - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a Bid for the Work.

"Bonds" –shall mean Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract. For the purpose of this Contract, "City" without modification shall mean the City Commission, and/or City Manager or his/her designee(s) as applicable.

"Construction Manager" - shall mean the Public Works Director or his/her designee.

"Construction Project Manager" - shall mean the Public Works Director or his/her designee.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof except Extra Work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Public Works Director shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid/Proposal Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

"Engineer" - shall mean the Public Works Director or his/her designee.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.



"Notice" - shall mean written notice sent by certified United States Mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the City of Fort Lauderdale.

"Project Manager" - shall mean the Public Works Director or his/her designee.

"Public Works Director" -shall mean the Public Works Director of the City of Fort Lauderdale, Florida or his/her designee(s).

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Public Works Director.

"Subcontractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

**GC - 02 - SITE INVESTIGATION AND REPRESENTATION** - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

The Contractor, on its own, has made or caused to be made examinations, investigations, tests and studies of reports and related data in addition to those referred above, as Contractor deemed necessary to perform the Work at the Bid price set by the Contractor, within the contract time and in accordance with the other terms and conditions of the Contract Documents and the Bid made by the Contractor; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor to assure that the Work can be done at the Bid price set by the Contractor.

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the

Contract Documents and finds and has further determined that no conditions exist that would in any manner affect the Bid price and that the project can be completed for the Bid price submitted..

Any failure by the Contractor to acquaint itself with all the provided information and information obtained by visiting the project Site will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual City provided reports, the Contractor shall notify the City and the Contract amount may be adjusted depending on the conditions, at the approval of the City.

**GC - 03 - SUBSTITUTIONS** - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Bidder making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead, in addition to the "Contractor's Request for Substitution" form provided by the Public Works Director. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall reach the Public Works Director no less than ten (10) Working Days prior to the date set for opening of Bids; and
2. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Public Works Director will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
3. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
4. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
5. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution; and
6. Provide the "Contractor's Request for Substitution" form, completely executed. Failure to provide all pertinent data will result in immediate rejection of such a request.

If a proposed substitution is approved by the Public Works Director, an Addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of Bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

**GC - 04 - CONTROL OF THE WORK** - The Public Works Director shall have full control and direction of the Work in all respects. The Public Works Director and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Public Works Director may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is

ordinarily carried on in the daytime, he shall give ample notice to the Public Works Director so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Public Works Director, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Public Works Director, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

The Contractor shall keep the Public Works Director informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary measurements made for records and for payment with the minimum of inconvenience to the Public Works Director or of delay to the Contractor. The Contractor shall submit to the Public Works Director or Inspector on the job a written request outlining the streets, etc., for which the Contractor desires lines and grades. It is the intention not to delay the Work for the giving of lines and grades, but when necessary, work operations shall be suspended for such reasonable time as the Public Works Director may require for this purpose. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

**GC - 05 - SUBCONTRACTOR** - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Public Works Director. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Public Works Director, a list of all Subcontractors. No Work shall be done by any Subcontractor until such Subcontractor has been officially approved by the Public Works Director. A subcontractor not appearing on the original list will not be approved without written request submitted to the Public Works Director and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Subcontractors and the Subcontractor is liable to be discharged by the Contractor, at the direction of the Public Works Director, for neglect of duty, incompetence or misconduct.

Acceptance of any Subcontractor, other person, or organization by the Public Works Director shall not constitute a waiver of any right of Public Works Director to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any Subcontractor or other person, or organization, except as may otherwise be required by law.

**GC - 06 - QUANTITIES** - It is mutually agreed that the proposal shows the approximate amounts only along with the Plans and the general location. It is also mutually agreed that no change will be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Public Works Director shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid

for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract.

The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

**GC-07 - NO ORAL CHANGES** - Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

**GC - 08 - PERMITS AND PROTECTION OF PUBLIC** – Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; he shall place sufficient warning lights at or near the Work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Where lifting operations involving the use of specialized cranes are required as part of construction, Contractor must make undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the job operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case

analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.

**GC - 09 - DISEASE REGULATIONS** - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Public Works Director may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

**GC - 10 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA** - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Public Works Director, and shall notify the Public Works Director of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense.

**GC - 11 - SUPPLEMENTARY DRAWINGS** - When, in the opinion of the Public Works Director, it becomes necessary to explain more fully the Work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Public Works Director and copies will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the original Plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor shall be subject to the terms of the Contract.

**GC - 12 - MATERIALS AND WORKMANSHIP** - All material and workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of dispute the Public Works Director's decision shall be final. Wherever the Plans, specifications, Contract Documents, or the directions of the Public Works Director are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Public Works Director, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

In all cases, new materials shall be used, unless this provision is waived by notice from the City in writing.

**GC - 13 - SAFEGUARDING MARKS** - The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed surveyor if disturbed or destroyed during the course of construction.

**GC - 14 - EXISTING UTILITY SERVICE** - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

**GC - 15 - JOB DESCRIPTION SIGNS** – Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

**GC - 16 - FLORIDA EAST COAST RIGHT-OF-WAY** - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the Contract.

Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences.

**GC - 17 - ACCIDENTS** - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Public Works Director every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

**GC - 18 - SAFETY PRECAUTIONS** - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

**GC - 19 - DUST PREVENTION** - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance by the above methods, and then he will be required to immediately construct temporary patches per City standards.

**GC - 20 - PLACING BARRICADES AND WARNING LIGHTS** - The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Public Works Director may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

**GC - 21 - TRAFFIC CONTROL** - The Contractor shall coordinate all Work and obtain, through the Engineering Department, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The Public Works Director shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times.

**GC - 22 - COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Public Works Director before construction is started and shall coordinate his Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Contractors all as may be directed by the Public Works Director.

Each Contractor shall be responsible for any damage done by him or his agents to the work performed by another Contractor.

The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

**GC - 23 - WATER** - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing

Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

**GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES -** Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

**GC - 25 - LOCATION OF UNDERGROUND FACILITIES** - If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**GC - 26 – USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS** - In accordance with Florida Statute 255.20 (3), The City specifies that lumber, timber, and other forest products used for this project shall be produced and manufactured in the state of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

**GC – 27 – PUBLIC RECORDS** - The Proposer’s response to the solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer’s response to the solicitation purporting to require confidentiality of any portion of the Proposer’s response to the solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a



Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Name:** Fernando Blanco

**Mailing Address:** 100 N. Andrews Avenue, 5th Floor, Fort Lauderdale, FL 33301

**Telephone Number:** (954) 828-6536

**E-mail Address:** [fblanco@fortlauderdale.gov](mailto:fblanco@fortlauderdale.gov)

## DOWNTOWN HELISTOP IMPROVEMENTS

## PROJECT 12205

**SECTION 011000  
SUMMARY****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.
  - 1. The written specifications package entitled **Downtown Helistop Improvements, City Project P12205**.

**1.2 INTENT OF DRAWINGS AND SPECIFICATIONS**

- A. Intent of the drawings and specifications is to cover an installation complete in every respect. It is not necessarily intended to provide every detail on drawings or in the specifications. The City will not be responsible for absence of any detail which the Contractor may require nor for any special construction which may be found necessary as work progresses. If an item is either indicated or specified, it shall be considered sufficient for inclusion of said item in the contract. Contractor shall furnish and install materials and equipment normally furnished with such systems and as needed to complete a fully operational installation, whether mentioned or not, which are customary to the trade.
- B. Incidental accessories not usually shown or specified, but which are necessary for the proper installation and operation shall be included in the work without additional cost to the City, as if herein depicted or specified.
- C. Any material or work not shown on drawings, but mentioned in specifications, or vice versa, shall be furnished, delivered and installed by the Contractor without additional cost to the City.
- D. Drawings are diagrammatic and indicate the general arrangement of systems and work indicated (do not scale drawings).

**1.3 SUMMARY**

- A. This Section includes the following:
  - 1. Project Information
  - 2. Work covered by the Contract Documents
  - 3. Phased construction
  - 4. Use of Premises
  - 5. Work restrictions
  - 6. Mobilization

**1.4 PROJECT INFORMATION**

- A. Project Identification: Project 12205 – Downtown Helistop Improvements
  - 1. Project Location: 201 SE 2<sup>nd</sup> Avenue, Fort Lauderdale, FL 33301

## DOWNTOWN HELISTOP IMPROVEMENTS

## PROJECT 12205

- B. Owner: City of Fort Lauderdale
  - 1. City's Representative: Fernando Blanco, Airport Engineer/Project Manager II

**1.5 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work is defined by the Contract Documents and consists of the following:
  - 1. The work includes, but is not limited to the following: permitting, removal and disposal of the existing west stair case and security enclosure located on the Seventh Floor (roof) level, manufacture, delivery, and installation of new stainless steel staircase assembly and security enclosure, replacement of sensors, cameras, and fire hose cabinetry, maintenance of traffic, restoration of the Sixth Floor soffit, and installation, maintenance, and removal of temporary emergency access scaffolding.
  - 2. Project will be constructed under a single prime contract.
    - a. Division of work: The division of work among its separate Subcontractors is the responsibility of the General Contractor, and the City assumes no responsibility to act as arbitrator to establish subcontract limits between any sections of the work.

**1.6 PHASED CONSTRUCTION**

- A. The Work shall be conducted in phases, with each phase substantially complete as indicated in the construction plans.
- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates for all phases of the Work.

**1.7 USE OF PREMISES**

- A. General: Contractor shall have full use of project site for construction operations during construction period.
- B. Use of Site: Limit use of project site to areas within the contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**1.8 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations as listed here and in the construction plans.
  - 1. Comply with limitations on use of public streets and with other requirements of

## DOWNTOWN HELISTOP IMPROVEMENTS

## PROJECT 12205

authorities having jurisdiction.

- B. On-Site Work Hours: Work shall be generally performed as indicated in the construction plans.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by City or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify City not less than two working days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without City's written permission.
- D. Employee Identification: Owner will provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)**

**END OF SECTION 011000**

## DOWNTOWN HELISTOP IMPROVEMENTS

## PROJECT 12205

**SECTION 012600  
CONTRACT MODIFICATION PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

**1.3 MINOR CHANGES IN THE WORK**

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included following the end of Part 3.

**1.4 REQUESTS FOR INFORMATION**

- A. If latent or unforeseen conditions arise that may require changes in the Work, the Contractor may submit a Request for Information to the Project Manager on the form included following the end of Part 3.

**1.5 PROPOSAL REQUESTS**

- A. City-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

## DOWNTOWN HELISTOP IMPROVEMENTS

## PROJECT 12205

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's Construction Schedule that indicates the effect of the change.
  6. Comply with requirements in General Conditions Section GC-03 "Substitution" if the proposed change requires substitution of one product or system for product or system specified.

**1.6 ADMINISTRATIVE CHANGE ORDERS**

- A. Unit Price Adjustment: Refer to Construction Agreement, Article 14, for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

**1.7 CHANGE ORDER PROCEDURES**

- A. On City's approval of a Proposal Request, Engineer will issue a Change Order for signature of the Contractor on City's standard form. The Change Order will not be official until approved by the appropriate City Officials and signed by the City Engineer, City Manager.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****END OF SECTION 012600**

DOWNTOWN HELISTOP IMPROVEMENTS

PROJECT 12205

**SUPPLEMENTAL INSTRUCTIONS  
FOR MINOR CHANGES**

CITY OF FORT LAUDERDALE

CITY PROJECT NO: #P

REQUEST NO:

PROJECT:

DATE:

OWNER: **City of Fort Lauderdale**

CONTRACTOR:

TO:

CONTRACT DATED:

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the Work as consistent with the Contract Documents and return a copy to the City.

DESCRIPTION:

ATTACHMENTS:

ENGINEER:

FAXED TO: ( ) Contractor  
( ) Site Office  
( ) Eng. Insp. (954) 828-5074

CC: Project Inspector  
Main File

CONTRACT MODIFICATION PROCEDURES

012600-3

DOWNTOWN HELISTOP IMPROVEMENTS

PROJECT 12205

**PROPOSAL REQUEST**

**CITY OF FORT LAUDERDALE**

CITY PROJECT NO: #P

REQUEST NO:

PROJECT:  
OWNER: **City of Fort Lauderdale**  
TO:

DATE:  
CONTRACTOR:  
CONTRACT DATED:

Please submit an itemized quotation for changes in the **CONTRACT SUM** and/or **TIME** incidental to the proposed modifications to the Contract Documents described herein.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

DESCRIPTION:

ATTACHMENTS:

ENGINEER:

FAXED TO: ( ) Contractor  
( ) Site Office  
( ) Eng. Insp. (954) 828-5074

CC: Project Inspector  
Main File

CONTRACT MODIFICATION PROCEDURES

012600-4



DOWNTOWN HELISTOP IMPROVEMENTS

PROJECT 12205

**REQUEST FOR SUBSTITUTION  
CITY OF FORT LAUDERDALE**

CITY PROJECT NO: #P \_\_\_\_\_ REQUEST NO: \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: **City of Fort Lauderdale** CONTRACTOR: \_\_\_\_\_  
TO: \_\_\_\_\_ CONTRACT DATED: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby requests acceptance of the following product or system as an "acceptable substitution".

**NAME AND DESCRIPTION OF SPECIFIED PRODUCT OR SYSTEM:**  
\_\_\_\_\_  
\_\_\_\_\_

MANUFACTURER: \_\_\_\_\_  
SPECIFICATION SECTION \_\_\_\_\_, PAGE(S) \_\_\_\_\_  
PARAGRAPH(S) \_\_\_\_\_  
DRAWING \_\_\_\_\_ DETAIL NUMBER \_\_\_\_\_

**NAME AND DESCRIPTION OF PROPOSED SUBSTITUTION:**  
\_\_\_\_\_  
\_\_\_\_\_

MANUFACTURER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NAME OF VENDOR: \_\_\_\_\_  
NAME AND ADDRESS OF PREVIOUS PROJECT WHERE PROPOSED SUBSTITUTION  
WAS UTILIZED: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
REASON FOR PROPOSING SUBSTITUTION: \_\_\_\_\_

DOES SUBSTITUTION AFFECT OTHER MATERIALS, INSTALLATION OR SYSTEMS?  
YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, ATTACHED COMPLETE DATA.  
DOES SUBSTITUTION REQUIRE REVISION OR REDESIGN OF ANY COMPONENT OF  
BUILDING OR ELECTRICAL OR MECHANICAL WORK?  
YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, ATTACHED COMPLETE DATA.

**THE ATTACHED DATA IS FURNISHED FOR EVALUATION OF THE SUBSTITUTION:**  
( ) CATALOG ( ) DRAWINGS ( ) SAMPLES ( ) TESTS ( ) REPORTS ( ) OTHER  
\_\_\_\_\_

DOWNTOWN HELISTOP IMPROVEMENTS

PROJECT 12205

**REQUEST FOR SUBSTITUTION**

**SAVING TO CITY FOR ACCEPTING SUBSTITUTE:**

COST OF SPECIFIED ITEM:

\_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_)

COST OF SUBSTITUTION ITEM:

\_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_)

TOTAL SAVINGS (CREDIT) TO CITY FOR ACCEPTING SUBSTITUTE:

\_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PROPOSED SUBSTITUTION HAS BEEN FULLY CHECKED AND COORDINATED WITH THE CONTRACT DOCUMENTS, THAT THE PROPOSED SUBSTITUTION MEETS OR EXCEEDS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THAT ALL INFORMATION IS TRUE AND ACCURATE.

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

PRINT NAME LEGIBLY: \_\_\_\_\_

FAXED TO:  
CC

## DOWNTOWN HELISTOP IMPROVEMENTS

## PROJECT 12205

**SECTION 012900  
PAYMENT PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
  - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
- C. BASIS OF PAYMENT - The price for each items shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, grass, utility pipe lines, conduits, drains, catch basins, and including all above and underground obstructions not specifically named here-in: replacing in a manner satisfactory to the Engineer and or all of the above items which may be damaged beyond repair as a result of work under this contract.
- D. Retainage: The City shall retain a portion of each partial payment according to the following schedule:
  - 1. The City will retain ten percent (10%) of all monies earned by Contractor until the work has been accepted by the City as Finally Complete.

**1.3 APPLICATIONS FOR PAYMENT**

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.
- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by a partial release of lien by the General

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Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.

1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
  2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the electrician. The General Contractor must attach his partial release of lien.
  3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
  2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final release of lien.
  3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Contractor's Construction Schedule (preliminary if not final).
  3. Certificates of insurance and insurance policies.
  4. Performance and payment bonds.

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- J. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
1. Defective Work not remedied.
  2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  4. Damage to another contractor not remedied.
  5. Liquidated damages and costs incurred by City and/or Consultant for extended construction administration.
  6. Failure of Contractor to provide any and all documents required by the Contract Documents.
- K. No partial payment estimate will be processed for any contract which is beyond the contract completion date. After a contract runs past the completion date, only a final payment will be made when all work is complete.
- L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. Evidence that claims have been settled.
  5. Final, liquidated damages settlement statement.
- M. The acceptance of final payment shall constitute a waiver of all claims by contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.
- N. If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the City has reason to suspect the same, the City may withhold such balance and, upon written evidence satisfactory to the City as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.
- O. Payment for Insurance and Surety/Performance and Payment Bonds can be made upon submittal of the first contractor request for payment, less standard retainage.
- P. The work specified in this Section shall consist of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site; and for the establishment of temporary offices, maintenance of traffic, testing services, safety equipment and first aid supplies, sanitary and other facilities, survey services, site clean-up, restoration of disturbed areas and photographs as required by these Specifications and Special Provisions, and any Federal, State and/or local laws and regulations. The costs of any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this Section.

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Measurement of mobilization for payment shall be the work under this Section completed and accepted in accordance with the Plans and these Specifications.

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price For Mobilization</u>
5	25
10	25
50	40
100	10

Partial payments for the item "Mobilization" shall be made in accordance with the above schedule and the sum total of all the partial payments for the item "Mobilization" will be limited to 5% of the original Contract Amount for the project. Any remaining amount will be paid upon completion of all work under the Project.

The standard retainage will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 012900**

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**SECTION 013100  
PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Submittals
3. Special Project Procedures
4. Administrative and supervisory personnel.
5. Project meetings.
6. Requests for Interpretation (RFIs).
7. Use of Oracle Unifier Project Management System

- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

- C. Related Sections include the following:

1. Division 01 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
2. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
3. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
5. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

**1.3 DEFINITIONS**

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

**1.4 COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

- B. Coordination: Each contractor shall coordinate its construction operations with those of other

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contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Project closeout activities.

## 1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate required installation sequences.
    - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Construction Project Manager for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.



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2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).
  3. Number of Copies: Submit two opaque copies of each submittal. Construction Project Manager will return one copy.
    - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Construction Project Manager will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
  4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
- C. Key Personnel Names: Within 10 days of contract award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

**1.6 SPECIAL PROJECT PROCEDURES**

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions, "Contractor to Check Plans and Data," Section GC-10
- B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale. No scale measurements shall be used as a dimension for construction. Dimensions on all drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.
- C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the

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contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.

1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
  2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
- D. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.

**1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A. The Contractor shall employ a competent superintendent who can communicate with spoken English, and who shall be in attendance at the site full-time when any work is in progress. The superintendent shall be satisfactory to the City's Engineer and shall not be changed except with the consent of the City's Engineer.
- B. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

**1.8 PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Project Manager of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Construction Project Manager, within 48 hours of the completion of the meeting.
    - a. Minutes from all meetings shall be prepared by the Contractor, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
    - b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all ongoing minutes until it is resolved.

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- c. Minutes shall be typewritten within 24 hours from the completion of the meeting. They shall immediately be delivered electronically to all parties present and followed by a copy through the mail to the Construction Project Manager.
  - d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved
- B. Initialization Meeting: Within ten (10) days of notification of contract award, the Contractor, the Construction Project Manager, the Designer of Record, and other assigned City's staff shall meet. The purpose of this meeting will be to quantify and clarify all items that must be presented by the Contractor at the Preconstruction meeting. The Contractor shall submit a schedule of values for the Project at this meeting for review by the City. The City's comments will be presented to the Contractor at the pre-construction meeting.
- C. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Construction Project Manager, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:
- 1. Distribute and discuss list of major Subcontractors
  - 2. Tentative construction schedule
  - 3. Phasing
  - 4. Critical work sequencing and long-lead items
  - 5. Relation and coordination of Prime Contractor
  - 6. Designation of key personnel and their duties
  - 7. Procedures for processing field decisions and Change Orders
  - 8. Procedures for RFIs
  - 9. Procedures for testing and inspecting
  - 10. Adequacy of distribution of contract documents
  - 11. Submittal of Shop drawings, project data, and samples
  - 12. Procedures for maintaining Record documents
  - 13. Use of premises
  - 14. Work restrictions
  - 15. Responsibility for temporary facilities and controls
  - 16. Working hours
  - 17. Safety and first-aid procedures
  - 18. Security procedures
  - 19. Housekeeping procedures including progress cleaning
  - 20. Schedule of values
  - 21. Processing of payments or contract
- D. Progress Meetings: Conduct progress meetings at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of City and the Construction Project Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

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- a. Review and approve minutes of previous Progress Meeting.
  - b. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - c. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Work hours.
    - 10) Hazards and risks.
    - 11) Progress cleaning.
    - 12) Quality and work standards.
    - 13) Status of correction of deficient items.
    - 14) Field observations.
    - 15) RFIs.
    - 16) Status of proposal requests.
    - 17) Pending changes.
    - 18) Status of Change Orders.
    - 19) Pending claims and disputes.
    - 20) Documentation of information for payment requests.
3. Minutes: General Contractor shall record the meeting minutes. These minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.
  4. Reporting: Within 24 hours, distribute minutes of the meeting by electronic means to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**1.9 REQUESTS FOR INTERPRETATION (RFIs)**

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

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2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. City Project Number
  2. City Project Name.
  3. Date.
  4. Name of Contractor.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Form at end of this Section.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Construction Project Manager's Action: Construction Project Manager will review each RFI, determine action required, and return it. Allow seven days for Construction Project Manager's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Construction Project Manager's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Construction Project Manager's action may include a request for additional information, in which case Construction Project Manager's time for response will start again.
  3. Construction Project Manager's action on RFIs that may result in a change to the

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Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Project Manager in writing within 10 days of receipt of the RFI response.
- F. On receipt of Construction Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Construction Manager within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. RFI number including RFIs that were dropped and not submitted.
  4. RFI description.
  5. Date the RFI was submitted.
  6. Date Construction Project Manager's response was received.
  7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

**1.10 MAINTENANCE OF AIRPORT OPERATIONS TRAFFIC****A. DESCRIPTION:**

1. The work specified in this Section consists of maintaining traffic within the limits of the project for the duration of the construction period. It shall include the construction and maintenance of any necessary detour facilities along the project and the furnishing, installing and maintaining of traffic control and safety devices required for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" or MOT as used herein shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified in this Section. The Section also includes installing temporary orange plastic fencing around any owl or tortoise nests, as directed by the Project Manager or Owner's Representative.
2. When the project plans include or identify a specific Maintenance of Traffic Plan, alternate proposals will be considered when they are found to be equal to or better than the plan specified. In no case may the Contractor begin work until the Project Manager has approved the Maintenance of Traffic Plan in writing. Modifications to the Maintenance of Traffic Plan that become necessary shall also be approved in writing. Except in an emergency, as determined by the Project Manager, no changes to the approved plan will be allowed until approval to change such plan has been received.
3. The Contractor shall conduct their operations in such a manner that no undue hazard will result due to the requirements of this section, and the procedures and policies described therein shall in no way act as a waiver of any of the terms of the liability of the Contractor or their surety.

**B. CONSTRUCTION METHODS****PROJECT MANAGEMENT AND COORDINATION**

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1. The contractor shall be responsible for performing daily inspections, including weekends and holidays, with some inspections at nighttime, of the installations on the project and replace all equipment and devices not conforming to the approved standard during that inspection. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as is deemed necessary.
2. The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers, for the protection of the traveling public and workers, as well as to safeguard the work area in general shall rest with the Contractor. The required traffic control devices, warning devices and barriers shall be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary rerouting of traffic. The Contractor shall immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.

The Contractor shall make the Project Manager aware of any scheduled operation which will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit their review of the plan for installation of traffic control devices, warning devices, or barriers proposed by the Contractor.

The Contractor shall assign one of their employees the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the contract. The Project Manager shall be kept advised at all times as to the identification and means of contacting this employee on a 24-hour basis.

3. All traffic control devices (including signs), warning devices, barricades and barriers shall be furnished by the Contractor.
4. Traffic control devices, warning devices, and barriers shall be kept in the correct position, properly directed, clearly visible and clean at all times. Damaged, defaced or dirty Devices or barriers shall be immediately repaired, replaced or cleaned as directed.
5. The Contractor shall provide competent flagmen to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the standards established.
6. Where a detour changes the lane use or where normal vehicle paths are altered during construction, all existing pavement markings that will be in conflict with the adjusted vehicle paths shall be removed. Over-painting will not be allowed. The removal may be accomplished by any method that will not materially damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

All pavement markings that will be in conflict with "next phase of operation" vehicle paths shall be removed as described above, prior to opening to traffic, when possible. Markings that cannot be removed prior to changing traffic patterns will be removed as soon as practicable. The term "practicable" shall be interpreted as meaning or implying:

- a. Marking removal equipment will be scheduled for use immediately following any change in lanes.





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**SECTION 013200  
CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Startup Construction Schedule.
  2. Contractor's Construction Schedule.
  3. Submittals Schedule.
  4. Daily construction reports.
  5. Material location reports.
  6. Site condition reports.
  7. Special reports.
- B. Related Sections include the following:
1. Division 01 Section "Summary of Multiple Contracts" for preparing a combined Contractor's Construction Schedule.
  2. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
  3. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  4. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  5. Division 01 Section "Photographic Documentation" for submitting construction photographs.
  6. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

**1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by the Construction Project Manager.

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- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Milestone: A key or critical point in time for reference or measurement.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file in MS Project.
  - 2. PDF electronic file.
  - 3. **Two (2)** paper copies.
- B. Startup construction schedule.
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. Daily Construction Reports: Submit **one (1)** copy at **weekly** intervals.
- E. Field Condition Reports: Submit **one (1)** copy at time of discovery of differing conditions.

**1.5 COORDINATION**

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

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- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

**PART 2 - PRODUCTS****2.1 SUBMITTALS SCHEDULE**

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule and network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

**2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Time Frame: Extend schedule from date established for the Notice to proceed to date of Final Completion.
- B. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than ten (10) days, unless specifically allowed by Construction Project Manager.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

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3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Construction Project Manager's administrative procedures necessary for certification of Substantial Completion.
  5. Punch List and Final Completion: Include not more than **thirty (30)** days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Installation.
    - e. Tests and inspections.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is **fourteen (14)** or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and dating by which recovery will be accomplished.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
1. Microsoft Project 2010 for Windows 7 operating system.

**2.3 STARTUP CONSTRUCTION SCHEDULE**

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule seven (7) days prior to the date established for the Pre-Construction Conference.

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## DOWNTOWN HELISTOP IMPROVEMENTS

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- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first **ninety (90)** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

**2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)**

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within **fourteen (14)** days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require 3 months or longer completing, indicate an estimated completion percentage in **ten (10)** percent increments within time bar.

**2.5 REPORTS**

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events.
  10. Orders and requests of authorities having jurisdiction.
  11. Change Orders received and implemented.
  12. Construction Change Directives received and implemented.
  13. Services connected and disconnected.
  14. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

**PART 3 - EXECUTION****3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: City may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting

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## DOWNTOWN HELISTOP IMPROVEMENTS

## PROJECT 12205

- techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Construction Project Manager, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 013200**

## DOWNTOWN HELISTOP IMPROVEMENTS

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**SECTION 013233  
PHOTOGRAPHIC DOCUMENTATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
1. Preconstruction photographs.
  2. Periodic construction photographs.
  3. Final Completion construction photographs.
  4. Preconstruction video recordings.
  5. Periodic construction video recordings.
  6. Web-based construction photographic documentation.
- B. Related Sections include the following:
1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
  2. Division 01 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.
  3. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
  4. Division 02 Section "Structure Demolition" for photographic documentation before building demolition operations commence.
  5. Division 02 Section "Selective Structure Demolition" for photographic documentation before building demolition operations commence.
  6. Division 31 Section "Site Clearing" for photographic documentation before site clearing operations commence.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Construction Photographs: Submit digital media files of each photographic view within **seven (7)** days of taking photographs.
1. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph. File names shall be in the following format: City project number – date taken (YYMMDD) – picture number (example: 10350-090408-011 would indicate project number 10350 taken on April 8, 2009 photograph number 11). Submit on CD with folders for separate dates.
  2. Identification: On jewel case and CD, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name of Contractor.

## DOWNTOWN HELISTOP IMPROVEMENTS

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- c. Dates photographs were taken.

**1.4 COORDINATION**

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site.

**1.5 USAGE RIGHTS**

- B. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

**PART 2 - PRODUCTS****2.1 PHOTOGRAPHIC MEDIA**

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

**PART 3 - EXECUTION****3.1 CONSTRUCTION PHOTOGRAPHS**

- A. Aerial Photographer: Engage a qualified commercial aerial photographer to take aerial construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
- C. Daily Progress Photographs: Take daily photographs to document progress. Take photographs of all work that will be concealed by subsequent construction activity. Such photographs shall fully document actual installed conditions.
- D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in filename for each image.
  - 2. Field Office Images: Maintain one set of images accessible at the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- E. Preconstruction Photographs: Before **commencement of excavation, commencement of demolition, or starting construction**, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, or, as directed by Architect.
  - 1. Flag **excavation areas** and **construction limits** before taking construction photographs.
  - 2. Take **ten (10)** photographs to show existing conditions adjacent to property before starting the Work.
- F. Periodic Construction Photographs: Take minimum **ten (10)** photographs weekly, with timing

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## DOWNTOWN HELISTOP IMPROVEMENTS

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each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points, including aerial photographs to show status of construction and progress since last photographs were taken.

- G. Final Completion Construction Photographs: Take **ten (10)** color photographs after date of Substantial Completion for submission as Project Record Documents.

**3.2 CONSTRUCTION VIDEO RECORDINGS (N/A)****END OF SECTION 013233**

## DOWNTOWN HELISTOP IMPROVEMENTS

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**SECTION 013300  
SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Photographic Documentation" for submitting construction photographs
  - 5. Division 01 Section "Closeout Procedures" for submitting warranties.

**1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

**1.4 ACTION SUBMITTALS**

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. List those

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submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

## 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by City for Contractor's use.
  1. City will furnish Contractor one set of digital data drawing files of the Contract Drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCad 2010 dwg format.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow ten (10) working days for review of each resubmittal.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification

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## DOWNTOWN HELISTOP IMPROVEMENTS

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## Sections.

1. Action Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Engineer will return three copies.
  2. Informational Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Engineer will return three copies.
- B. Shop Drawings: Prepare Project-specific information. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on City's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches.
  3. Submit Shop Drawings in the following format:
    - a. Four (4) copies of each submittal. Engineer will retain two copies; remainder will be returned.

**PART 3 - EXECUTION****3.1 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. See requirements in Section 017700.
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, and date of Contractor's approval.

**3.2 ENGINEER'S ACTION**

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. Approved as submitted
  2. Approved as noted

## SUBMITTAL PROCEDURES

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## DOWNTOWN HELISTOP IMPROVEMENTS

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3. Revise and resubmit
  4. Rejected.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial or incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 013300**

SUBMITTAL PROCEDURES

013300-4

**SECTION 01590 – PROJECT SIGN**

**PART 1 GENERAL**

Contractor, at contractor’s expense, shall furnish and install a **4’ x 8’** sign (with white painted posts) prior to start of construction. A sample sign template is below but is not specific to the project. The exact style and design of the sign will be provided by the CITY to the Contractor during the preconstruction meeting in PDF format.

**City of Fort Lauderdale**

**Keeping the Ocean in the Ocean**  
Bringing Drier Streets to Hendricks Isle

**What's Happening?**  
The City of Fort Lauderdale is combating poor roadway drainage resulting from seasonal high tides and major rain events.  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

**Benefits 5,000 Neighbors**

- Improved vehicular access during high tide and rain events
- Better drainage of roadway
- Enhanced neighborhood

**Cost**  
\$20,000

**Completion**  
August 2013

**Contractor**  
ABC Company

**We're Working On:**

- Installing interconnected underground catch basins
- Cleaning existing drainage pipes, including the outfall pipes
- Removing and replacing the concrete valley gutters that transport water to the catch basins
- Installing drainage valves to help alleviate flooding from high tides

**Fort Lauderdale City Commission**

John P. "Jack" Seiler  
Mayor

Bruce G. Roberts  
Vice Mayor, District I

Dean J. Trantalis  
Commissioner, District II

Bobby B. DuBose  
Commissioner, District III

Romney Rogers  
Commissioner, District IV

Lee R. Feldman, ICMA-CM  
City Manager

See Page 2, "Construction Sign Request Form", for information on the sign for this Project.

**END OF SECTION**

# Construction Sign Request Form

P12205

Title (Bold):

<b>Downtown Helistop Improvements</b>	PROJECT 12205
---------------------------------------	---------------

Title (Not Bold):

What's Happening?

Replacement of existing western staircase with new stainless steel staircase and enclosure.

Benefits:

Longer lasting material and reduction of maintenance issues.

Number of Neighbors Benefitted:

N/A

Cost:

T.B.D

Month and Year of Expected Completion:

Contractor:

T.B.D

Phone: 954-828-8000

We're Working On:

Replacement of existing staircase.  
Installation of new security enclosure.

Project Manager Signature

Date

Senior Project Manager Signature

Date

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## DOWNTOWN HELISTOP IMPROVEMENTS

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**SECTION 017700  
CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
  - 3. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
  - 4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 5. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 6. Division 01 Section "Demonstration and Training" for requirements for instructing City's personnel.
  - 7. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

**1.4 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.



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## C. As Built Project Record Survey

1. Upon completion of the work, after Substantial Completion and before Final Acceptance, the Contractor will supply to the Engineer a complete "as built" survey of the entire project site. The "as-built" project record survey shall be performed in conjunction with the paving operation, the Contractor will supply to the Engineer a complete "as built" survey of the centerline profile and corresponding cross-section grades at all 50 foot stations in the longitudinal direction. Provide survey points at all profile grade change locations as defined on the proposed profile. Provide survey points at all PC and PT locations as defined on the Geometry Plan. Provide as-built elevations in all additional locations where proposed elevations are given on the plans. All survey points, including horizontal and vertical control, property corners, section corners and references (hereinafter referred to as "survey points") shall be clearly marked and referenced prior to construction. These survey points must be sufficiently referenced so that they can be re-established after construction if they are disturbed.
2. This "as built" survey will be a complete topographic survey of the entire project site surrounded by the limit of construction plus 50-feet in all directions. If any work is done outside the limits of construction for any reason, this limit of survey will be increased to include this area plus 50-feet. This survey shall be certified by a Registered Land Surveyor as meeting the minimum Technical Standards for topographic surveys as set forth in chapter 5J-17, Florida Administrative Code. The survey data must be supplied as a signed and sealed drawing (24" x 36"), PDF file (24" x 36"), and "readable" AutoCAD CADD file. All cogo points in the drawing file are to be Civil 3D point objects. All survey data shall also be supplied in ASCII format. ASCII format shall be comma delimited PNEZD with complete point descriptions. Each point or feature shown on the survey shall have a corresponding point or points in the ASCII file and the descriptions of the points in the ASCII file shall correspond to the call outs and descriptions of the point and features on the survey. The topographic survey shall describe the entire site at the same scale as the construction drawings and will be arranged on the required size sheets in a neat and logical manner. Larger scale details are to be provided to clarify any complicated or complex areas. The horizontal and vertical control and datum established and shown on the project plans shall be the basis of the survey. Work specified herein shall be considered incidental to the project scope and will not be paid as a separate item.

**1.5 MAINTENANCE MATERIAL SUBMITTALS**

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

**1.6 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of **ten (10)** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

## CLOSEOUT PROCEDURES

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CAM #16-1315

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## DOWNTOWN HELISTOP IMPROVEMENTS

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1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of **ten (10)** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
  6. Advise Owner of changeover in heat and other utilities.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **ten (10)** days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Construction Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Project Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

**1.7 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed

## CLOSEOUT PROCEDURES

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## DOWNTOWN HELISTOP IMPROVEMENTS

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and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of **ten (10)** days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Construction Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Project Manager will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

**1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, **starting with exterior areas first and proceeding from lowest floor to highest floor.**
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

- a. Project number and name.
- b. Date.
- c. Name of Architect
- d. Name of Contractor.
- e. Page number.

4. Retain and revise one of four subparagraphs below if default submittal format in Division 01 Section "Submittals Procedures" is not appropriate. Due to nature of punch list process, electronic worksheet software is often preferred file type. Submit list of incomplete items in the following format:

- a. City of Fort Lauderdale Punch List Inspection Form
- b. MS Excel electronic file. Construction Project Manager will return annotated file.
- c. PDF electronic file. Construction Project Manager will return annotated file.
- d. Three (3) paper copies. Construction Project Manager will return two (2) copies.

**1.9 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Construction Project Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

## CLOSEOUT PROCEDURES

017700-4

CAM #16-1315

Exhibit 3

Page 115 of 144

## DOWNTOWN HELISTOP IMPROVEMENTS

PROJECT 12205

- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

**PART 2 - PRODUCTS (N/A)**

**PART 3 - EXECUTION (N/A)**

**END OF SECTION 017700**

CLOSEOUT PROCEDURES



Advancement  
of Constructio  
Technology

# PUNCH LIST

Project: 12205  
\_\_\_\_\_  
\_\_\_\_\_  
To (Contractor): \_\_\_\_\_  
\_\_\_\_\_

From (A/E): \_\_\_\_\_  
Site Visit Date: \_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Contract For: \_\_\_\_\_

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check
-------------	-------------	-----------------	-------------	----------------------------	------------------------

Attachments

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File



P12205

Instructions for completing the *Final Inspection Punch-list Corrective Action Form*.

---

The Construction Project Manager, in conjunction with the assigned construction inspector is responsible for preparing this form. It shall be completed in cooperation with the project's prime contractor and will be used as the official record for any and all punch-list items. Under no circumstances shall final payment be made until all items identified on this form are corrected to the satisfaction of the Construction Project Manager.

1. Prior to scheduling Substantial Completion/Final Inspection, all permits should be cleared by the building department, all O&M Manuals should be turned over to the city, and all warranty information should be provided in a three ring binder and on CD-ROM.
2. Schedule inspection, coordinating with necessary staff to properly evaluate the completeness of the project.
3. The Final Inspection Punch-list Corrective Action Form is to be used to document discrepancies that are minor in nature (i.e., paint chips, minor blemishes, etc....) if major items of work are not complete, lack required quality, or are not acceptable for any reason, the final inspection should be rescheduled for a time when these items have been completed.
4. Fill in the form completely: Project Number and Name, Date of inspection, the contractor's name, PM and inspector's names should all be filled in.
5. Beginning with item number 1, list the description of the deficiency, and any amplifying information required to fully document the item to be corrected. For instance, Item No. 1; Description of Deficiency - Door entering main office sticks; Notes – Door should be adjusted to open and close properly.
6. Use as many forms as required to fully document the inspection results. In the lower right hand side of the form indicate page number and total number of forms used (for example 1 of 4)
7. If there is any disagreement as to whether or not an item is a deficiency, it should be documented and then
8. When an item is corrected, the Contractor shall initial the form and indicate the date work was completed. If the PM/CI concurs with the acceptance of the work, they will initial and date in the corresponding block.
9. Substantial completion will not be issued if there is a large number of punch list items or if there are major deficiencies with the work. If you have any questions regarding whether or not an item is major, or if there are a large number deficiencies, contact the Senior Project Manager.
10. Under no circumstances will final payment be made without documented completion of the Punch-List.
11. This is a four part carbonless form: white copy – project file (scanned copy to unifier project file), yellow copy – to superintendent or CQC representative, pink – copy to contractor home office, orange copy – Construction Inspector

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

Name of Firm:

Address of Firm:

Telephone Number:

Name of Person Completing Form:

Title:

Signature:

Date:

City Project Number:

City Project Description:

Please check the item(s) which properly identify the status of your firm:

- Our firm is not a MBE or WBE.
- Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
  - American Indian  Asian  Black  Hispanic
- Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
  - American Indian  Asian  Black  Hispanic





### MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder may be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

#### CONTRACTOR CHECKLIST

List Previous City of Fort Lauderdale Contracts

5

6

Number of Employees in your firm

--Percent () Women

--Percent () Minorities

--Job Classifications of Women and Minorities

5

6

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

5

6

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

5

6

How are subcontractors notified of available opportunities with your firm?

5

6

Anticipated amount to be subcontracted on this project.

	5
	6

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

	5
	6

### QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

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

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses and telephone numbers):

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

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

Certificate of Competency Number of Qualifying Agent:

Effective Date:

Expiration Date:

Licensed in:

Contractor's License #(s)

(County/State)

Expiration Date:

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

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

### QUESTIONNAIRE SHEET

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

	5
	6

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

- a)
- b)
- c)
- d)
- e)
- f)
- g)

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

	5
	6

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

	5
	6

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

	5
	6

## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**:

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**<http://www.fortlauderdale.gov/purchasing/index.htm>**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME

SIGNATURE

DATE



**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

-

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City is transitioning from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale, to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

In accordance with Article 7, item 7.6 of the contract, payments on this contract will be made utilizing the City's P-Card. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

Please indicate with which credit card you prefer to be paid:

Master Card

Visa Card

Company Name:

Signature:

Print Name Title:

**CONSTRUCTION BID CERTIFICATION**

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field. If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City:  State:  Zip:

Telephone No.  FAX No.  Email:

Does your firm qualify for MBE or WBE status: MBE  WBE

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Name</b>	<b>Title</b>	<b>Name</b>	<b>Title</b>

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

Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City protest ordinance contained in this competitive solicitation.

**Submitted by:**

<input type="text"/>	<input type="text"/>
Name (printed)	Signature
<input type="text"/>	<input type="text"/>
Date:	Date:



STRUCTURAL GENERAL NOTES:

- 1. THESE NOTES ARE TO SUPPLEMENT CONSTRUCTION DRAWING NOTES & DETAILS. IN CASE OF CONFLICT BETWEEN THE REQUIREMENTS OF THE CONSTRUCTION DRAWINGS AND THESE NOTES, THE MORE STRINGENT REQUIREMENT SHALL APPLY.
2. THE GOVERNING CODE FOR THIS PROJECT IS THE FLORIDA BUILDING CODE FIFTH EDITION (2014).
3. THE CONTRACT DOCUMENTS HAVE MADE NO EFFORT TO GIVE SPECIFIC INSTRUCTIONS CONCERNING THE MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND ASSIGNMENT OF WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SUPERVISING AND DIRECTING THE WORK.
4. CONSTRUCTION SHALL COMPLY WITH REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
5. THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THOSE OF THE OTHER TRADES. IF A CONFLICT EXISTS, THE MORE STRINGENT REQUIREMENT SHALL APPLY.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE AND BE FAMILIAR WITH THE PROPOSED WORK. TAKE FIELD MEASUREMENTS AND VERIFY ALL FIELD CONDITIONS, REPORT ANY DISCREPANCIES TO THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS, DIMENSIONS AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS GIVEN ON STRUCTURAL DRAWINGS RELATING TO GRID LINES, COLUMN AND WALL LOCATIONS, STRUCTURAL AND FINISHED FLOOR ELEVATIONS, MEMBER SIZES, STEEL FRAMING ETC, WITH THE DRAWINGS OF OTHER TRADES BEFORE STARTING ANY WORK. REPORT ANY DISCREPANCIES VERBALLY AND IN WRITING IMMEDIATELY TO ENGINEER OF RECORD PRIOR TO PROCEEDING WITH WORK. WORK SHALL NOT COMMENCE UNTIL THE DISCREPANCIES ARE RESOLVED. DO NOT CHANGE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE PROJECT ENGINEER OF RECORD. DISCREPANCIES, OMISSIONS OR VARIATIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS DISCOVERED DURING AND AFTER THE BIDDING PERIOD SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ENGINEER OF RECORD.
8. UNLESS SHOWN TO BE DEMOLISHED, PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM DAMAGE INCLUDING THE ADJACENT PROPERTY AND THE PUBLIC. CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY, CONSTRUCTION PROCEDURES AND DAMAGE OR INJURY DUE TO CONTRACTOR'S ACT OR NEGLECT.
9. SUITABLY DOCUMENT EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF THE WORK, AND RESTORE ALL DAMAGED OR DISTURBED AREAS TO MEET OR EXCEED ORIGINAL SITE CONDITIONS TO THE OWNER'S SATISFACTION.
10. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS ERECTION, PLACING, FABRICATION OR SHOP DRAWINGS.
11. SCALING OF DRAWINGS SHALL NOT BE USED TO OBTAIN OR VERIFY ANY DIMENSION SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL REFER TO THE ENGINEER OF RECORD FOR INSTRUCTION FOR ANY DIMENSION NOT GIVEN ON DRAWINGS.
12. SEE DRAWINGS OF OTHER TRADES FOR SIZE AND LOCATION OF POSSIBLE ADDITIONAL OPENINGS IN STRUCTURES NOT SHOWN IN STRUCTURAL DRAWINGS.
13. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SUCH DETAILS APPLY WHETHER OR NOT THEY ARE KEVED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ENGINEER OF RECORD.
14. PROVIDE 48 HOURS MINIMUM ADVANCE NOTICE TO ENGINEER FOR ALL REQUIRED FIELD REVIEWS.
15. COORDINATE WITH OWNER ALL ITEMS TO BE CONTRACTED, SUPPLIED OR INSTALLED BY THE OWNER.
16. CONTRACTOR IS RESPONSIBLE FOR ALL BUILDING, PERMIT REVIEW, LICENSE AND DEVELOPMENT FEES REQUIRED TO COMPLETE THE PROJECT.
17. ASSEMBLE AND INSTALL MATERIALS AND PRODUCTS IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND WITH INDUSTRY/ASSOCIATION STANDARDS. MATERIALS OR WORK DESCRIBED IN WORDS WHICH HAVE A WELL-KNOWN TECHNICAL TRADE MEANING SHALL BE HELD TO REFER TO THE RECOGNIZED STANDARD. ALL MATERIALS SHALL BE NEW, U.O.N.
18. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK, HOWEVER, NO CHANGES THAT ALTER THE CHARACTER INTENT OF THE DESIGN WILL BE MADE WITHOUT A CHANGE ORDER.
19. STRUCTURES HAVE BEEN DESIGNED FOR OCCUPANT LOADS ON THE COMPLETED STRUCTURES. DURING CONSTRUCTION, STRUCTURES SHALL BE SUPPORTED BY BRACING OR SHORING WHEREVER EXCESSIVE CONSTRUCTION LOADS MAY OCCUR.
20. NO STRUCTURAL MEMBERS SHALL BE CUT FOR PIPES, DUCTS, ETC., UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE ENGINEER.

DESIGN CRITERIA:

- 1. MINIMUM VERTICAL LIVE LOADS:
A. STAIRS AND LANDINGS: 100 PSF
2. WIND LOADS:
A. BASIC WIND SPEED: 180 MPH (RISK CATEGORY IV)
B. WIND EXPOSURE: C
3. SEISMIC:
A. RISK CATEGORY: IV
B. SEISMIC IMPORTANCE FACTOR (IE): 1.5
C. SITE CLASS: D (ASSUMED)
D. SPECTRAL RESPONSE COEFF: SDS=0.048, SD1=0.035
E. SEISMIC DESIGN CATEGORY: A
F. ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE
4. SNOW:
A. GROUND SNOW (PG): 0 PSF
B. SNOW EXPOSURE FACTOR (CE): 1.2
5. FUTURE LOADS:
UNLESS SPECIFICALLY NOTED, THERE ARE NO PROVISIONS MADE FOR FUTURE FLOOR, ROOF, OR OTHER LOADS.

APPLICABLE SPECIFICATIONS AND CODES

- 1. FLORIDA BUILDING CODE, FIFTH EDITION (2014), AND LOCAL AMENDMENTS
2. AISC 360-10, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS
3. ASCE 7-10, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
4. AWS D1.6-07, STRUCTURAL WELDING CODE - STAINLESS STEEL

SHOP DRAWINGS AND OTHER SUBMITTALS:

- 1. REVIEW OF SUBMITTALS BY THE ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE. ONLY THOSE SUBMITTALS REQUIRED TO BE SUBMITTED WILL BE REVIEWED. ALL OTHERS WILL BE RETURNED WITHOUT REVIEW.
2. ALL SUBMITTALS SHALL BE ACCOMPANIED BY A LETTER OF TRANSMITTAL. CONTRACTOR'S SUBMITTAL NUMBER SHALL BE INDICATED ON TRANSMITTAL. DO NOT COMBINE DIFFERENT SUBMITTALS ON THE SAME TRANSMITTAL. SUBMIT SHOP DRAWINGS IN A TIMELY MANNER, CONSISTENT WITH THE ABOVE, AND PRIOR TO FABRICATION, INSTALLATION OR COMMENCEMENT OF THE WORK. ALLOW UP TO 10 WORKING DAYS FOR ENGINEER TO REVIEW AND RETURN SHOP DRAWINGS. NUMBER OF COPIES OF EACH SUBMITTED SHOP DRAWING SHALL BE SUFFICIENT FOR ENGINEER TO RETAIN 2 COPIES.
3. ALL SUBMITTALS MUST BEAR EVIDENCE OF CONTRACTOR'S REVIEW (INCLUDING COMPANY STAMP AND DATED SIGNATURE OF REVIEWER) AND MUST BE APPROVED OR APPROVED AS NOTED PRIOR TO SUBMITTING TO THE ENGINEER.
4. ALL CHANGES AND ADDITIONS MADE ON RESUBMITTALS MUST BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RESUBMITTALS MUST BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. ENGINEER REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RESUBMITTAL.
5. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS ERECTION, PLACING OR FABRICATION DRAWINGS.
6. REQUESTS FOR SUBSTITUTIONS SHALL BE SUBMITTED IN WRITING TO THE ENGINEER FOR REVIEW. SUBMIT 3 COPIES OF ALL PRODUCT DATA AND CUT SHEETS AS NECESSARY TO SHOW COMPLIANCE WITH THE PROJECT REQUIREMENTS. CONTRACTOR SHALL BEAR THE BURDEN OF OBTAINING AUTHORIZATION FOR USE OF ITEMS TO BE SUBSTITUTED. ENGINEER'S DECISION REGARDING SUBSTITUTION SHALL BE FINAL.
7. SUBMITTALS:

AS A MINIMUM, THE FOLLOWING SHALL BE SUBMITTED, AS APPLICABLE, TO THE ENGINEER FOR REVIEW AND COMPLIANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS PRIOR TO FABRICATION, INSTALLATION, OR COMMENCEMENT OF THE WORK:

- A. CONCRETE, GROUT MIX DESIGNS, INCLUDING ADMIXTURE DATA SHEETS.
B. MISCELLANEOUS METAL FABRICATIONS.
C. HANDRAIL, GUARDRAIL AND CONNECTIONS.
D. JOINT LAYOUT PLAN AND MATERIALS.
E. WELDER QUALIFICATION DATA AND PREQUALIFIED PROCEDURES.
F. COMPLETE SHOP DRAWINGS PREPARED UNDER NISD QUALITY PROCEDURES PROGRAM CERTIFICATION.
1. ALL SHOP DRAWINGS MUST BE CHECKED AND SIGNED "APPROVED" BEFORE SUBMITTAL
2. SHOW ALL CUTS, COPIES, AND HOLES
3. INDICATE ALL SHOP AND FIELD BOLTS
4. INDICATE ALL SHOP AND FIELD WELDS USING AWS SYMBOLS.
5. PREPARE COMPLETE ERECTION DRAWINGS SHOWING LOCATION AND MARKS OF ALL PIECES.
G. TIE-INS TO EXISTING STRUCTURES.
H. CUT SHEETS FOR PROPRIETARY ANCHORS, FASTENERS, OTHER STANDARD ATTACHMENTS, EXPANSION JOINTS, DOORS, SECURITY FENCING, NON SHRINK GROUT.
I. WELDER CERTIFICATIONS FOR ALL WELDERS SHALL BE SUBMITTED. CERTIFICATIONS MUST HAVE BEEN ISSUED WITHIN 3 YEARS PRIOR TO PERFORMING WORK ON THE PROJECT.
J. DRAWINGS FOR TEMPORARY STAIR CASE

- 8. FOR ADDITIONAL CRITERIA APPLICABLE TO SUBMITTALS REQUIRING ENGINEERING INPUT BY A DELEGATED ENGINEER, SEE BELOW.
9. SUBMITTALS NOT MEETING THE ABOVE CRITERIA OR SUBMITTED AFTER FABRICATION WILL NOT BE REVIEWED.

STRUCTURAL NOTES:

A. MATERIAL

HOT ROLLED STRUCTURAL MEMBERS: STEEL PLATES, SHAPES, STEEL PILING, AND BARS SHALL BE NEW STAINLESS STEEL CONFORMING TO ASTM SPECIFICATIONS A276-05 STANDARD SPECIFICATIONS FOR STAINLESS STEEL BARS AND SHAPES UNLESS OTHERWISE NOTED ON THE DRAWINGS.

UNLESS OTHERWISE NOTED ON THE DRAWINGS, STRUCTURAL STEEL SHALL BE AS FOLLOWS:

- a. GUARDRAIL CONSTRUCTION:
NEW STAINLESS STEEL CONFORMING TYPE 304L.
b. SUPPORT ANGLES AND BENT PLATES:
ASTM A276-05 STANDARD SPECIFICATIONS FOR STAINLESS STEEL BARS BARS AND SHAPES (Fy=25 ksi)
c. PIPES, ASTM A312 STANDARD SPECIFICATION FOR SEAMLESS AND WELDED AUSTENITIC STAINLESS STEEL PIPES, TYPE 304L (Fy=25 ksi).
d. CONNECTION MATERIAL. EXCEPT AS NOTED OTHERWISE HEREIN OR ON THE DRAWINGS, INCLUDING BEARING PLATES, GUSSET PLATES, STIFFENER PLATES, FILLER PLATES, ANGLES, ETC. SHALL CONFORM TO ASTM A276 TYPE 304(Fy=25 ksi) STANDARD SPECIFICATIONS FOR STAINLESS STEEL BARS AND SHAPES UNLESS A HIGHER GRADE OF STEEL IS REQUIRED BY STRENGTH AND PROVIDED THE RESULTING SIZES ARE COMPATIBLE WITH THE CONNECTED MEMBERS.
e. DIAMOND PLATE. ASTM A276, TYPE 304L.
f. BASE PLATES SHALL CONFORM TO ASTM A276 TYPE 304L, CONDITION B (Fy=80 ksi).
B. STRUCTURAL BOLTS AND THREADED FASTENERS
ALL BOLTS IN STRUCTURAL CONNECTIONS SHALL HAVE A MINIMUM YIELD STRENGTH OF 36 ksi AND CONFORM TO THE ASTM SPECIFICATION F593-02e2 STANDARD SPECIFICATION FOR STAINLESS STEEL BOLTS, HEXCAP SCREWS, AND STUDS. UNLESS OTHERWISE SPECIFIED, ALL NUTS USED ON THESE BOLTS SHALL CONFORM TO THE REQUIREMENTS OF THE ASTM SPECIFICATION F594, SHALL BE OF THE SAME ALLOY GROUP, AND SHALL HAVE A MINIMUM PROOF STRESS EQUAL TO OR GREATER THAN THE SPECIFIED MINIMUM TENSILE STRENGTH OF THE BOLT. PROVIDE A FLAT WASHER UNDER ALL NUTS. ALL BOLTED CONNECTIONS SHALL BE INSTALLED IN A SNUG TIGHT CONDITION UNLESS NOTED OTHERWISE.
C. ANCHOR BOLT SHALL CONFORM TO ASTM F593 TYPE 304.

STRUCTURAL STEEL:

- 1. DESIGN, DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
2. ANY DEVIATIONS FROM THE DESIGN/DETAILS SHOWN ON THE CONTRACT DRAWINGS MUST BE APPROVED BY THE ENGINEER.
3. CERTAIN COMPONENTS AND CONNECTIONS NOT FULLY DETAILED ON THE DRAWINGS ARE HEREBY SPECIFIED AS CONTRACTOR-DESIGNED ITEMS. THESE ITEMS SHALL BE DESIGNED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA AND SHOP DRAWINGS PERTAINING TO THE ITEMS SHALL BE SEALED.
4. PRIOR TO START OF FABRICATION, STEEL FABRICATOR SHALL PROVIDE COMPLETE ERECTION AND FABRICATION DRAWINGS SHOWING ALL MEMBERS AND CONNECTIONS. FABRICATOR SHALL ALSO PRESENT EVIDENCE THAT EACH WELDER HAS SATISFACTORILY PASSED AWS QUALIFICATION TESTS FOR WELDING PROCESSES INVOLVED AND, IF PERTINENT HAS UNDERGONE RECERTIFICATION.
MECHANICAL ANCHOR BOLTS AND ADHESIVE ANCHOR BOLTS:
A. STAINLESS STEEL STEEL, UNO.
B. PROVIDE MINIMUM EDGE DISTANCE COVER AND SPACING AS RECOMMENDED BY MANUFACTURER, OR AS INDICATED ON DRAWINGS, WHICHEVER IS LARGER.
C. MINIMUM EMBEDMENT AS RECOMMENDED BY MANUFACTURER OR EIGHT (8) DIAMETERS OF BOLT, WHICHEVER IS LARGER.
1. NOTIFY ENGINEER IF REQUIRED DEPTH OF EMBEDMENT CANNOT BE ACHIEVED AT A PARTICULAR ANCHOR BOLT LOCATION.
2. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION AND TORQUE.
5. DIMENSIONS: TO CENTERLINES OF COLUMNS AND BEAMS, TOP SURFACES OF BEAMS AND TUBES AND BACK OF CHANNELS AND ANGLES UNLESS NOTED OTHERWISE.
6. ELEVATIONS: REFER TO TOP SURFACE OF MEMBER OR FLANGE UNLESS NOTED OTHERWISE.
7. ALL WELDS INVOLVING STEEL SHALL BE MADE USING ELECTRODES CONFORMING TO THE AMERICAN WELDING SOCIETY (AWS) "STRUCTURAL WELDING CODE" D1.6 AND SHALL BE COMPATIBLE WITH THE BASE MATERIAL.
8. WHEN FILLET WELD SIZE IS NOT INDICATED, PROVIDE MAXIMUM WELD SIZE IN ACCORDANCE WITH AISC SPECIFICATIONS.
9. ALL WELDING SHALL BE PERFORMED BY PRE-QUALIFIED, CERTIFIED WELDERS. PROOF OF WELDER CERTIFICATION SHALL BE AVAILABLE AT THE JOB SITE DURING TIMES OF INSPECTION.
10. MINIMUM PLATE THICKNESS SHALL BE 3/8" UNO, MINIMUM BOLT DIAMETER SHALL BE 3/4" UNO, MINIMUM SHOP WELD SHALL BE 3/16" AND MINIMUM FIELD WELD SHALL BE 1/4" UNO.
11. ANY PRODUCTS SHOWN ON THE DRAWINGS REPRESENT MINIMUM REQUIREMENTS. ANY DEVIATIONS FROM PRODUCTS SHOWN MUST BE APPROVED BY THE ENGINEER. (INCLUDING PRODUCTS INDICATED "OR APPROVED EQUAL").
12. SPLICING OF STEEL MEMBERS, UNLESS SHOWN ON THE CONTRACT DRAWINGS, IS PROHIBITED WITHOUT WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.
13. NO CHANGES IN SIZE OR POSITION OF ANY STRUCTURAL ELEMENT NOR HOLES, SLOTS, CUTS, ETC. SHALL BE MADE UNLESS DETAILED AND NOTED AS A PROPOSED CHANGE IN THE SHOP DRAWINGS AND REVIEWED AND ACCEPTED BY THE STRUCTURAL ENGINEER.
14. SPECIAL INSPECTION TO BE IN ACCORDANCE WITH THE BUILDING CODE AND AISC 360, CHAPTER N. SEE SHEET G03 FOR STATEMENT OF SPECIAL INSPECTIONS.
A. THE CONTRACTOR IS RESPONSIBLE FOR TESTING AND SPECIAL INSPECTIONS OF ALL SHOP WELDS AND CONNECTIONS.
B. THE OWNER WILL EMPLOY AND PAY FOR THE SERVICES OF AN INDEPENDENT TESTING AGENCY TO INSPECT AND TEST STRUCTURAL STEEL FIELD WORK FOR COMPLIANCE WITH THE DRAWINGS.
C. CONTRACTOR IS RESPONSIBLE FOR TESTING TO QUALIFY FIELD WELDERS AND AS NEEDED FOR CONTRACTOR'S OWN QUALITY CONTROL TO ENSURE COMPLIANCE WITH CONTRACT DOCUMENTS.
D. CONTRACTOR PROVIDES SUFFICIENT NOTIFICATION AND ACCESS SO INSPECTION AND TESTING CAN BE ACCOMPLISHED.
E. CONTRACTOR PAYS FOR RETESTING OF FAILED TESTS AND FOR ADDITIONAL TESTS REQUIRED WHEN DEFECTS ARE DISCOVERED.
15. SPECIAL INSPECTION IS REQUIRED FOR:
A. INSPECTION OF WELDS BEFORE, DURING, AND AFTER WELDING.
B. NONDESTRUCTIVE TESTING OF WELDED JOINTS
C. INSPECTION OF HIGH STRENGTH BOLTS BEFORE, DURING, AND AFTER BOLTING.
D. OTHER INSPECTION TASKS, INCLUDING ANCHORS AND EMBEDDED ITEMS AND STRUCTURAL STEEL WHICH HAS BEEN ERECTED.
16. INSPECT SHOP AND FIELD WELDING IN ACCORDANCE WITH AWS D1.6, SECTION 6 INCLUDING THE FOLLOWING NON-DESTRUCTIVE TESTING:
A. VISUALLY INSPECT ALL WELDS.
B. IN ADDITION TO VISUAL INSPECTION, TEST 50 PERCENT OF FULL PENETRATION WELDS AND 20 PERCENT OF FILLET WELDS WITH LIQUID DYE PENETRANT.
C. TEST 20 PERCENT OF LIQUID DYE PENETRANT TESTED FULL PENETRATION WELDS WITH ULTRASONIC OR RADIOGRAPHIC TESTING.
17. NO FINAL BOLTING OR WELDING SHALL BE PERFORMED UNTIL THE STRUCTURE HAS BEEN STIFFENED AND PROPERLY ALIGNED.
18. FABRICATE ALL BEAMS WITH MILL CAMBERS UP.
19. GROUT UNDER COLUMN/POST BASE SHALL NOT EXTEND ABOVE BOTTOM OF BASE PLATE. CHAMFER GROUT AT 45 DEGREES. NON SHRINK, NON METALLIC, GROUT MIN. 5000 PSI.
20. DO NOT USE GAS CUTTING TORCHES IN THE FIELD FOR CORRECTING FABRICATION ERRORS IN PRIMARY STRUCTURAL FRAMING.
21. WHERE DISSIMILAR METALS ARE IN CONTACT, PROTECT SURFACES WITH A COAT CONFORMING TO MP170 TO PREVENT GALVANIC OR CORROSIVE ACTION.

CLEAN UP:

- 1. AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH.
2. VISUALLY INSPECT INTERIOR AND EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES, STAINS, SPLASHED MATERIAL, PAINT DROPPINGS AND OTHER FOREIGN MATTER PRIOR TO COMPLETION OF THE WORK.

AS-BUILT DRAWINGS:

- 1. PREPARE AND MAINTAIN CURRENT A SET OF REDLINED AS-BUILT DRAWINGS SHOWING ALL DEVIATIONS AND CHANGES MADE TO THE CONSTRUCTION DRAWINGS.
2. AS-BUILT DRAWINGS SHALL BE MADE AVAILABLE TO THE ENGINEER FOR REVIEW UPON REQUEST AT ANY TIME DURING THE COURSE OF THE PROJECT.
3. SUBMIT THE ORIGINAL AS-BUILT DRAWINGS TO THE ENGINEER WITHIN ONE WEEK FROM THE DATE OF FINAL COMPLETION, AND PRIOR TO OWNER'S ACCEPTANCE OF CONTRACTOR'S FINAL INVOICE.
4. SUBMITTED AS-BUILT DRAWINGS WILL REMAIN THE PROPERTY OF THE ENGINEER.

1

State of Florida Professional Engineer License No. 78675 M. ERIC MARTIN

Table with columns: DATE, DRAWN BY, PUD, DESIGNED BY, SCALE, MEM, CHECKED BY, RM, FIELD BOOK.

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

Table with columns: NO., DATE, BY, CHECKED, DESCRIPTION, REVISED SHEET PER, CITY COMMENTS.

PROJECT # 12205 DOWNTOWN HELISTOP IMPROVEMENTS GENERAL NOTES SHEET NO. G02 OF 3 TOTAL: 12 CAD FILE: 12205-G02-NOTE DRAWING FILE NO. 4-139-42

100% SUBMITTAL

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HDR ENGINEERING, INC. 3250 WEST COMMERCIAL BLVD., SUITE 100 FORT LAUDERDALE, FLORIDA, 33309 T: 954.535.1876 F: 954.233.4953 CA# 4213

Statement of Special Inspections

Project Name: Downtown Helistop Improvements
Project Location: 201 SE 2nd Avenue 6th Floor, Fort Lauderdale, Florida
Owner: City of Fort Lauderdale
Design Professional In Charge: HDR Engineering, Inc.

This Statement of Special Inspections is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests.

- Structural
Mechanical/Electrical/Plumbing
Architectural
Other

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A Final Report of Special Inspections documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: Monthly or per attached schedule.

Prepared by: M. Eric Martin, PE

Signature: M. Eric Martin, PE
Date: 13 July 2016

Owner's Authorization: Building Official's Acceptance:

Signature: Date: Signature: Date:

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City of Fort Lauderdale
Downtown Helistop Improvements - Issue for Bid
Statement of Special Inspections
July 2016

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections includes the following building systems:

- IT-1 Verification Of Soils
IT-2 Excavation And Fill
IT-3 Piling And Drilled Piers
IT-4 Modular Retaining Walls
IT-5 Reinforced Concrete
IT-6 Post Tension Slab
IT-7 Precast Concrete Erection
IT-8 Prestressed Concrete
IT-9 Inspection Of Precast Concrete Fabricators
IT-10 Inspection Of Structural Steel Fabricators
IT-11 Structural Masonry
IT-12 Welding
IT-13 Structural Steel and Structural Aluminum
IT-14 Sprayed Fire-Resistant Materials
IT-15 Exterior Insulation and Finish System
IT-16 Seismic Resistance
IT-17 Smoke Control
IT-18 Wood
IT-19 Special Cases

Table with 3 columns: Special Inspection Agencies, Firm, Address, Telephone, e-mail. Rows include 1. Special Inspection Coordinator, 2. Inspector Geotechnical/Soils, 3. Site Resident Inspector, 4. Testing Agency Soils, 5. Testing Agency Welding, 6. Other Engineer of Record.

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested.

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Statement of Special Inspections
July 2016

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category: A
Quality Assurance Plan Required (Y/N): YES
Risk Category: IV

Description of seismic force resisting system and designated seismic systems:

- 1. Steel systems not specifically detailed for seismic resistance

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust): 180 mph
Wind Exposure Category: C
Quality Assurance Plan Required (Y/N): YES
Risk Category: IV

Description of wind force resisting system and designated wind resisting components:

- 1. Steel Moment Frames

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

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Statement of Special Inspections
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Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the Agency Number on the Schedule.

- PE/SE Structural Engineer - a licensed SE or PE specializing in the design of building structures
PE/GE Geotechnical Engineer - a licensed PE specializing in soil mechanics and foundations
EIT Engineer-in-Training - a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

- ACI-CFTT Concrete Field Testing Technician - Grade 1
ACI-CCI Concrete Construction Inspector
ACI-LTT Laboratory Testing Technician - Grade 1 & 2
ACI-SIT Strength Testing Technician
ACI-CRSI Adhesive Anchor Installer

American Welding Society (AWS) Certification

- AWS-CWI Certified Welding Inspector
AWS/ASCS/SSI Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

- ASNT Non-Destructive Testing Technician - Level II or III

International Code Council (ICC) Certification

- ICC-SWSI Structural Masonry Special Inspector
ICC-SWS Structural Steel and Welding Special Inspector
ICC-SFSI Spray Applied Fireproofing Special Inspector
ICC-PCSI Prestressed Concrete Special Inspector
ICC-RCSI Reinforced Concrete Special Inspector

National Institute for Certification in Engineering Technologies (NICET)

- NICET-CT Concrete Technician - Levels I, II, III & IV
NICET-ST Soils Technician - Levels I, II, III & IV
NICET-GET Geotechnical Engineering Technician - Levels I, II, III & IV

Exterior Design Institute (EDI) Certification

- EDI-EIFS EIFS Third Party Inspector

Other

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Statement of Special Inspections
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Schedule of Special Inspections - By Inspection Types

IT-1 Verification of Soils

(Not Required)

IT-2 Excavation and fill

(Not Required)

IT-3 Piling and Drilled Piers

(Not Required)

IT-4 Modular Retaining Walls

(Not Required)

IT-5 Reinforced Concrete

(Not Required)

IT-6 Post Tension Slab-on-Ground & Post Tension Concrete

(Not Required)

IT-7 Precast Concrete Erection

(Not Required)

IT-8 Prestressed Concrete

(Not Required)

IT-9 Inspection of Precast Concrete Fabricators

(Not Required)

IT-10 Inspection of Structural Steel Fabricators

Table with 3 columns: Item, Agency # (Qualif.), Scope IT-10. Row 1: Fabricator Certification/Quality Control Procedures, Agency 1, 6, AWS/ASCS/SSI/ICC-SWSI, Inspection Continuous. Review shop fabrication and quality control procedures.

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IT-11 Structural Masonry

(Not Required)

IT-12 Welding

Table with 3 columns: Item, Agency # (Qualif.), Scope IT-12 (Refer to BC 1709.2.2.1). Row 1: Welding - General, Agency 3.5, AWS-CWI/ASNT (JND), Inspection Periodic. Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes.

IT-13 Structural Steel

Table with 3 columns: Item, Agency # (Qualif.), Scope IT-13 (Refer to BC 1709.2). Row 1: Fabricator Certification/Quality Control Procedures, Agency 1, Inspection Continuous.

IT-14 Sprayed Fire-Resistant Materials

(Not Required)

IT-15 Exterior Insulation & Finish System (EIFS)

(Not Required)

IT-16 Seismic Resistance

(Not Required)

IT-17 Smoke Control

(Not Required)

IT-18 Wood

(Not Required)

IT-19 Special Cases

(Not Required)

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Downtown Helistop Improvements - Issue for Bid
Statement of Special Inspections
July 2016

Table with 3 columns: Item, Agency # (Qualif.), Scope IT-12 (Refer to BC 1709.2.2.1). Row 1: Shear reinforcement, NA, N/A.

IT-13 Structural Steel

Table with 3 columns: Item, Agency # (Qualif.), Scope IT-13 (Refer to BC 1709.2). Row 1: Fabricator Certification/Quality Control Procedures, Agency 1, Inspection Continuous.

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Table with 3 columns: Item, Agency # (Qualif.), Scope IT-13 (Refer to BC 1709.2). Row 1: Shear Connectors, Agency 3.6, AWS/ASCS/SSI/ICC-SWSI, Inspection Continuous. Material verification shear connectors.

IT-14 Sprayed Fire-Resistant Materials

(Not Required)

IT-15 Exterior Insulation & Finish System (EIFS)

(Not Required)

IT-16 Seismic Resistance

(Not Required)

IT-17 Smoke Control

(Not Required)

IT-18 Wood

(Not Required)

IT-19 Special Cases

(Not Required)

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City of Fort Lauderdale
Downtown Helistop Improvements - Issue for Bid
Statement of Special Inspections
July 2016

State of Florida
Professional Engineer
License No. 78675
M. ERIC MARTIN

Table with 4 columns: DRAWN BY, DATE, DESIGNED BY, SCALE, CHECKED BY, FIELD BOOK. Values: M. ERIC MARTIN, 06/09/16, N/A, N/A, 33301

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

Table with 4 columns: NO., DATE, DESCRIPTION, REVISED SHEET PER CITY COMMENTS. Row 1: 1, 07/01/16, SHEET PER CITY COMMENTS

PROJECT # 12205
DOWNTOWN HELISTOP IMPROVEMENTS
STATEMENT OF SPECIAL INSPECTIONS

Table with 2 columns: SHEET NO., OF. Values: G03, 3. TOTAL: 12. CAD FILE: 12205-G03-NOTE. DRAWING FILE NO.: 4-139-42

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CA# 4213

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C:\PWORKING\TPA\D0948041\12205-G03-NOTE.DWG

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 FORT LAUDERDALE, FLORIDA, 33309  
 T: 954.535.1876 F: 954.233.4953  
 CAF# 4213

State of Florida  
 Professional Engineer  
 License No. 78675  
 M. ERIC MARTIN

DATE:	06/09/16
DRAWN BY:	PJD
DESIGNED BY:	SCALE: N/A
CHECKED BY:	MEM
FIELD BOOK:	RM

**CITY OF FORT LAUDERDALE**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING & ARCHITECTURE**  
 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHK'D	DESCRIPTION	REVISED SHEET PER	CITY COMMENTS
1	07/01/16	PJD	RM			

**100% SUBMITTAL**

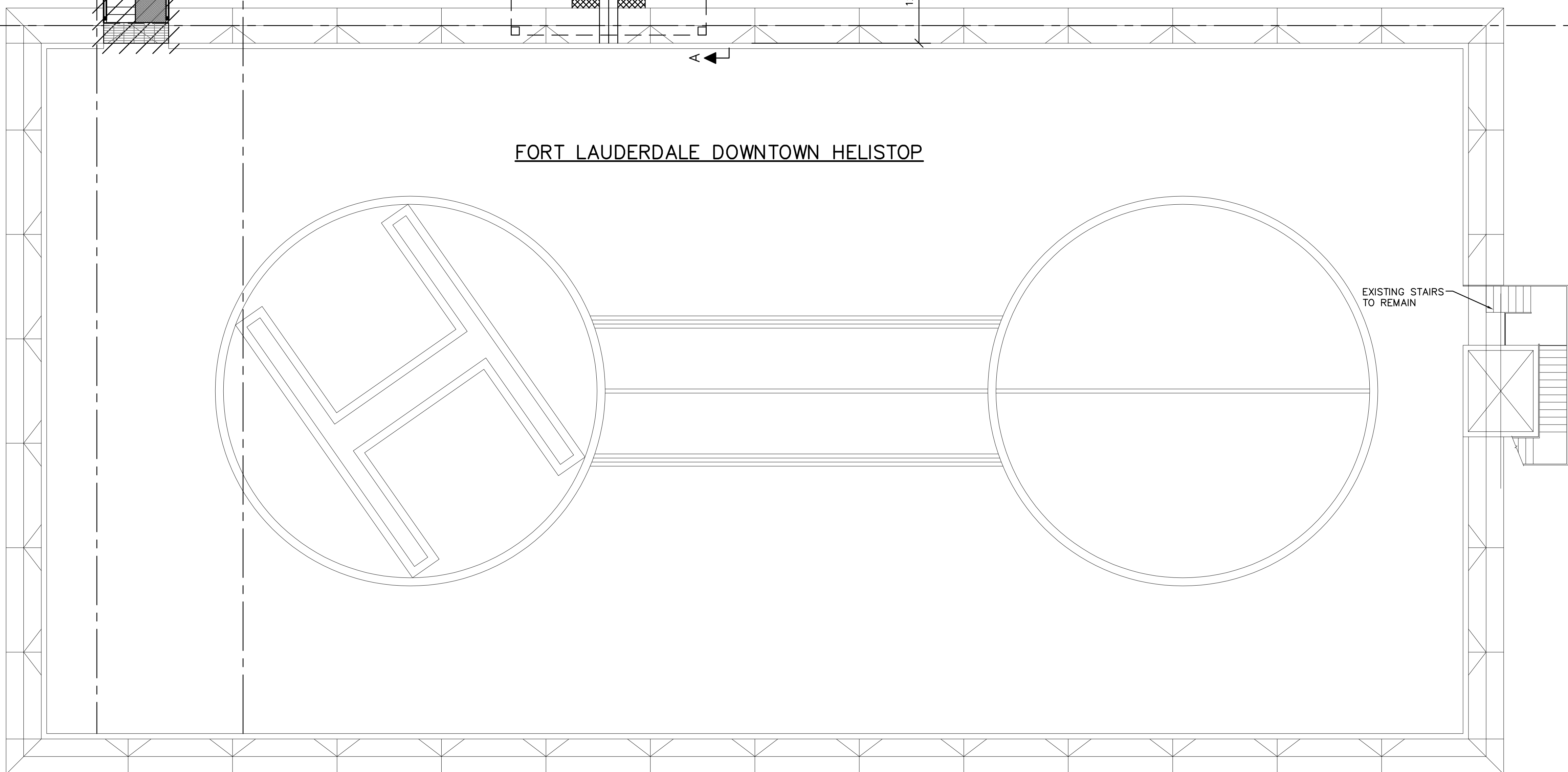
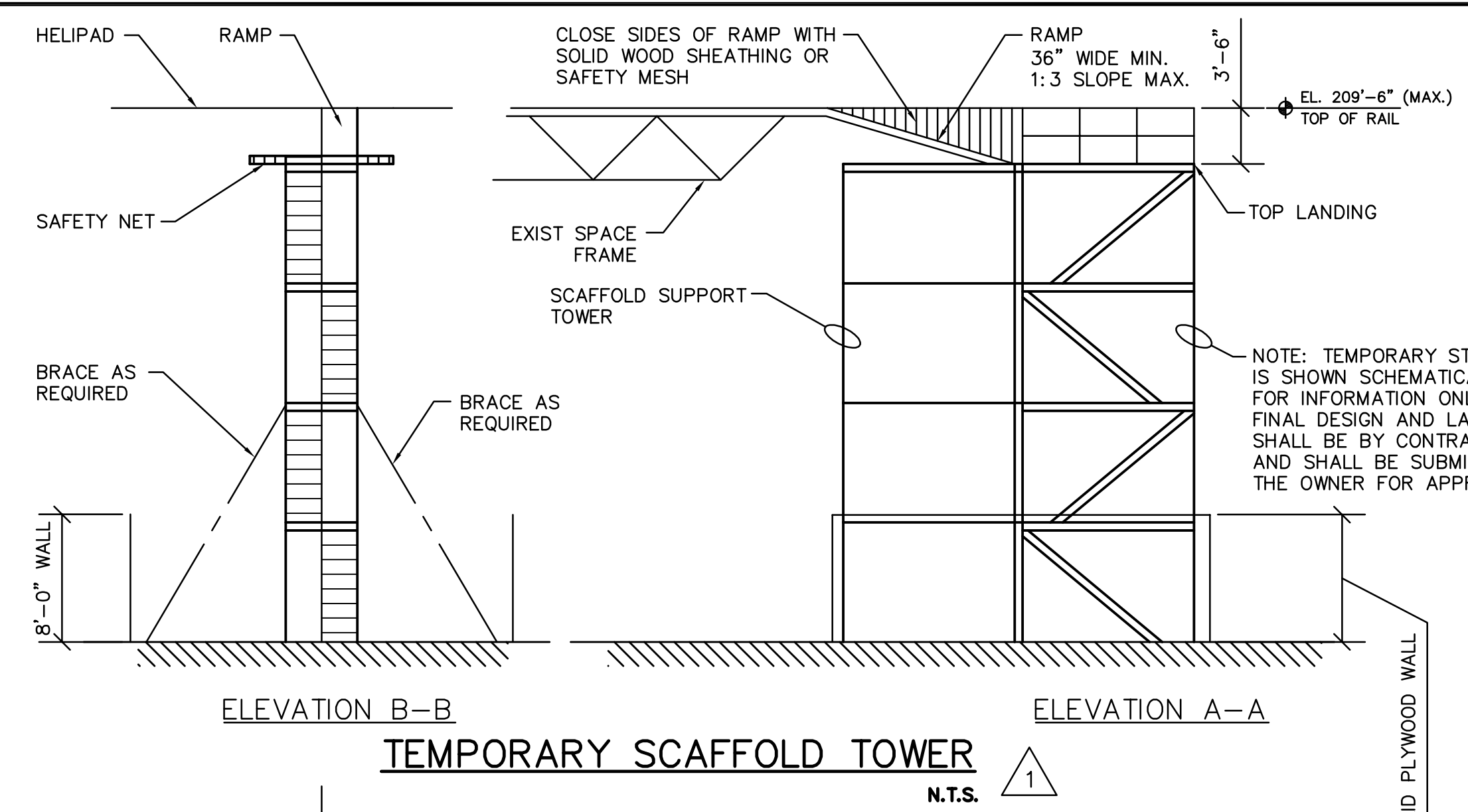
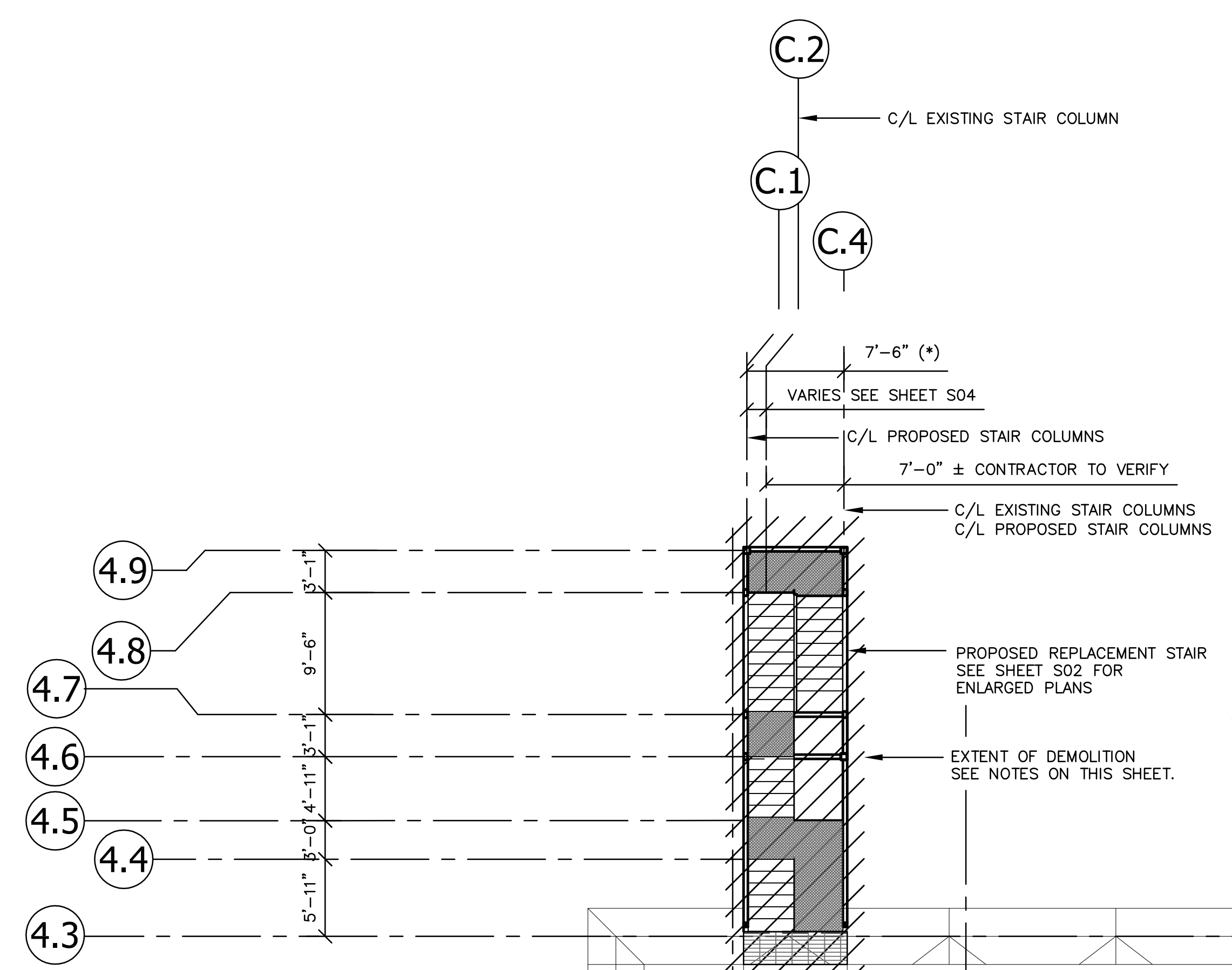
PROJECT # 12205  
 DOWNTOWN HELISTOP IMPROVEMENTS  
 SITE PLAN - DEMOLITION

SHEET NO.	OF
<b>S01</b>	<b>9</b>
TOTAL:	12
CAD FILE:	12205-S01-DEMO
DRAWING FILE NO.	4-139-42

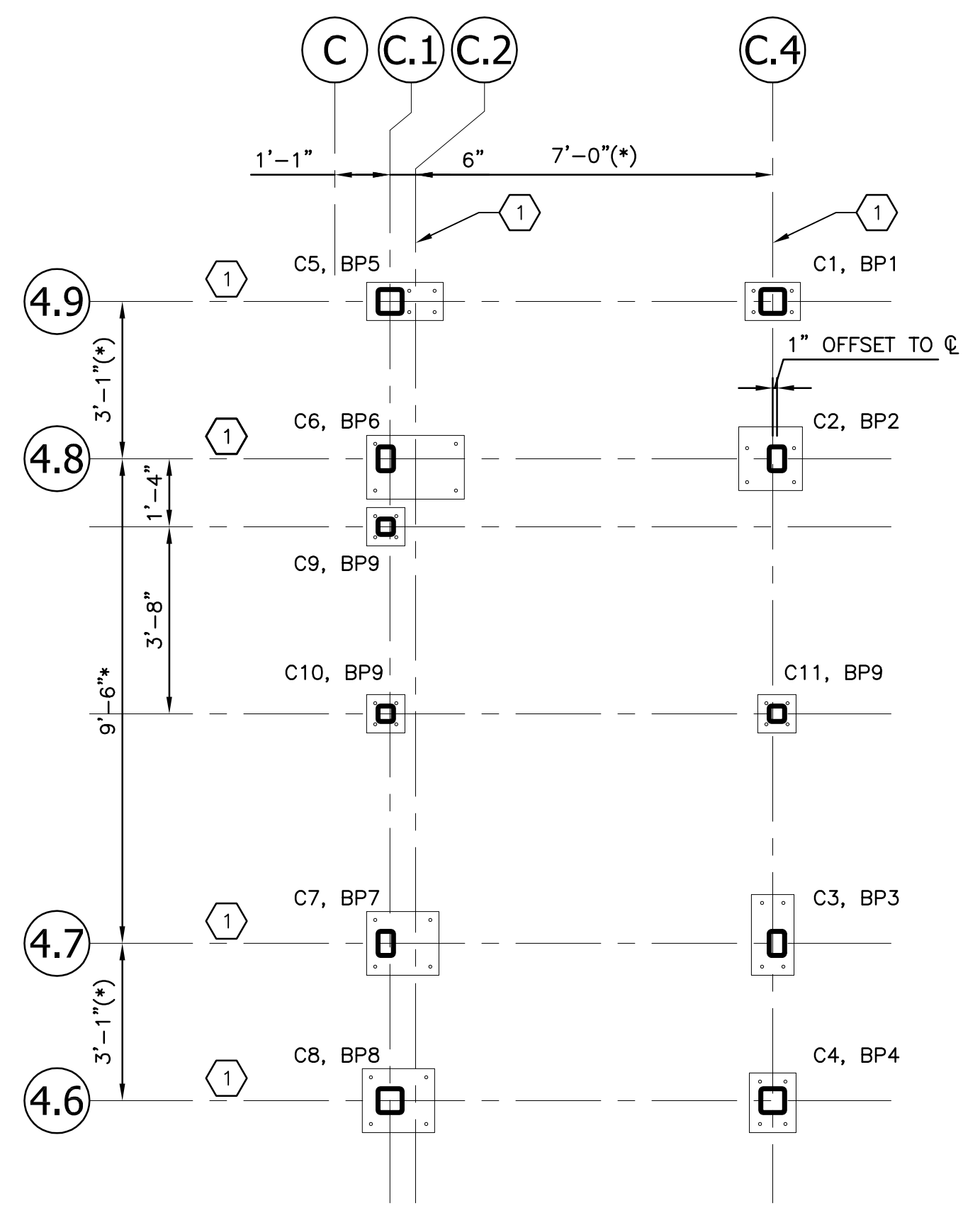
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**DEMOLITION NOTES:**

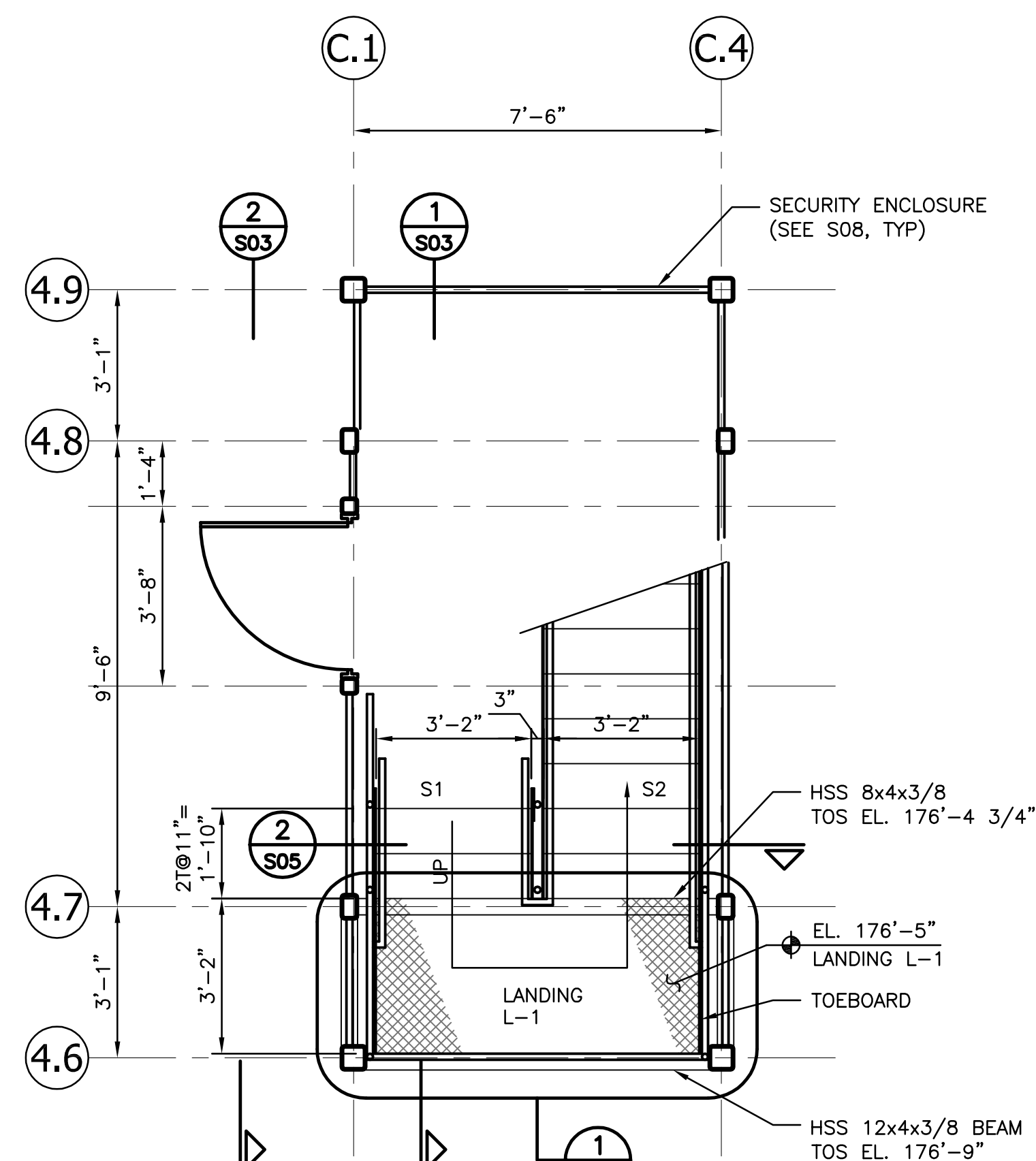
1. PROVIDE TEMPORARY STAIRCASE ON NORTH SIDE OF HELISTOP FOR DURATION OF THE CONSTRUCTION OF THE NEW STAIRCASE. COORDINATE EXACT LOCATION WITH OWNER. ONCE TEMPORARY STAIRCASE IS IN PLACE, REMOVE EXISTING STEEL STAIRCASE INCLUDING RAILING, COLUMNS, BEAMS, BASE PLATES, BOLTS, STRINGERS, THREADS, RISERS AND LANDING.
2. REMOVE AND REPLACE SECURITY CAMERAS ON THE STAIRCASE AT NO ADDITIONAL COST TO OWNER. COORDINATE WITH OWNER FOR NEW LOCATION OF INSTALLATION.
3. REMOVE AND REPLACE WITH NEW CONDUITS AND FITTINGS ALL ELECTRICAL AND MECHANICAL COMPONENTS ON THE EXISTING STAIRCASE AT NO ADDITIONAL COST TO OWNER. COORDINATE WITH OWNER.
4. REMOVE AND REPLACE ALL LIGHTING ON STAIRCASE AT NO ADDITIONAL COST TO OWNER. COORDINATE WITH OWNER.
5. REMOVE AND REPLACE TRAFFIC RAILING IN CONFLICT WITH SIDEWALK DEMOLITION AND REPAIR AT NO ADDITIONAL COST TO OWNER.
6. SAWCUT EXISTING CONCRETE CURB UNTIL BASE PLATE IS EXPOSED FOR REMOVAL. LIMIT SIZE OF SAWCUT TO 24"x24" (TYP. OF 2 LOCATIONS) AND PATCH WITH NEW CONCRETE.
7. REMOVE AND REPLACE EXPANSION JOINT ON BUILDING LINE 4.9 BETWEEN COLUMNS C.1 AND C.4. IN ADDITION, REMOVE AND REPLACE EXPANSION JOINT 2 FT. ON EACH SIDE OF COLUMNS C.1 AND C.4. SEE SHEET S08 FOR DETAILS.
8. CONTRACTOR TO COORDINATE WITH OWNER FOR PARTIAL CLOSURE OF PARKING TO AVOID ANY DAMAGE TO PRIVATE PROPERTY INCLUDING BUT NOT LIMITED TO VEHICLES.
9. REMOVE AND REINSTALL FIRE HOSE, PIPING AND EXITING ENCLOSURE AT TOP OF EXISTING STAIRS AT NO ADDITIONAL COST TO OWNER.
10. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS PRIOR TO CONSTRUCTION.



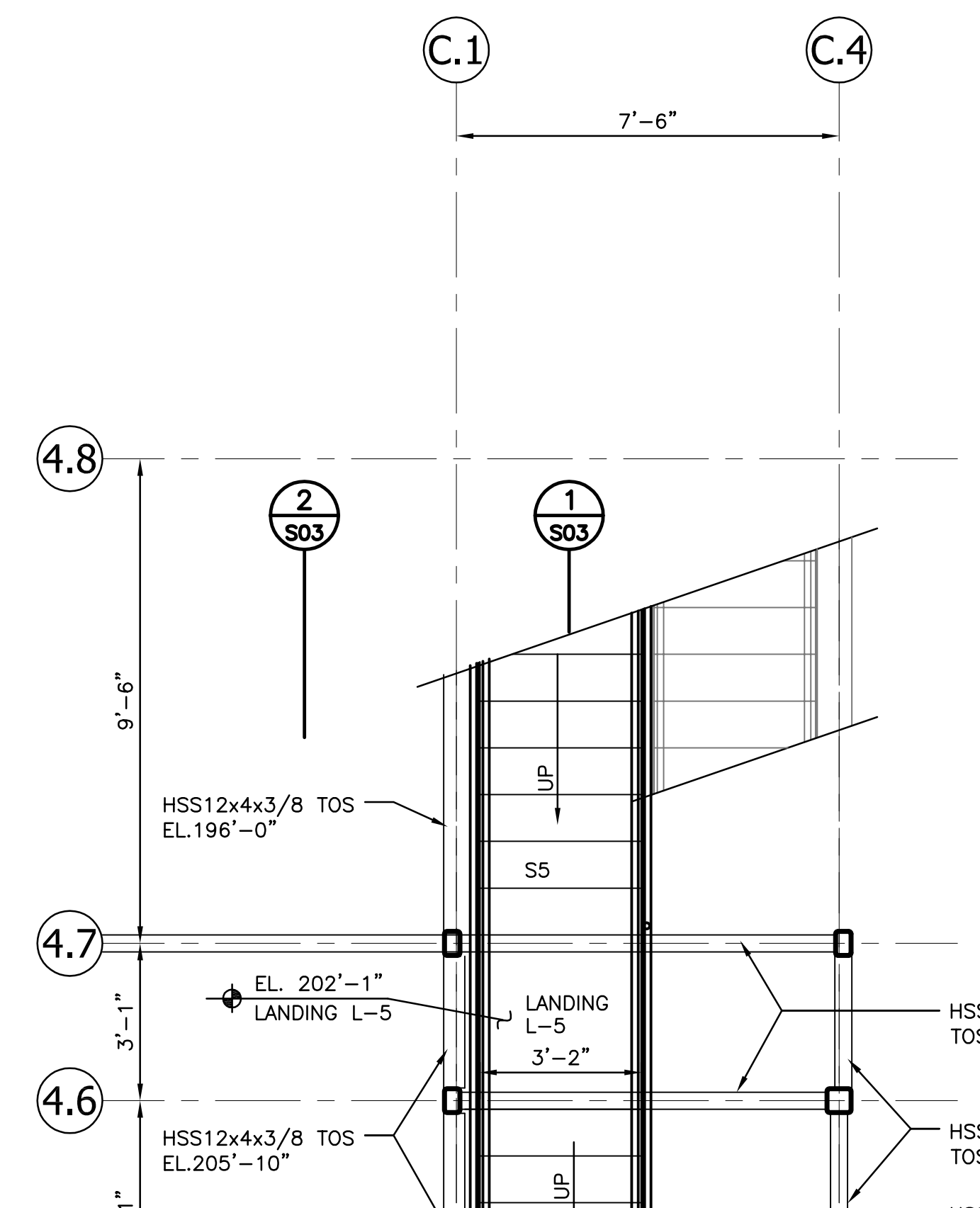
**SITE PLAN**   
 1/8"=1'



**BASE PLATE PLAN @ EL. 174'-8"(\*)**  
3/8"=1'-0"

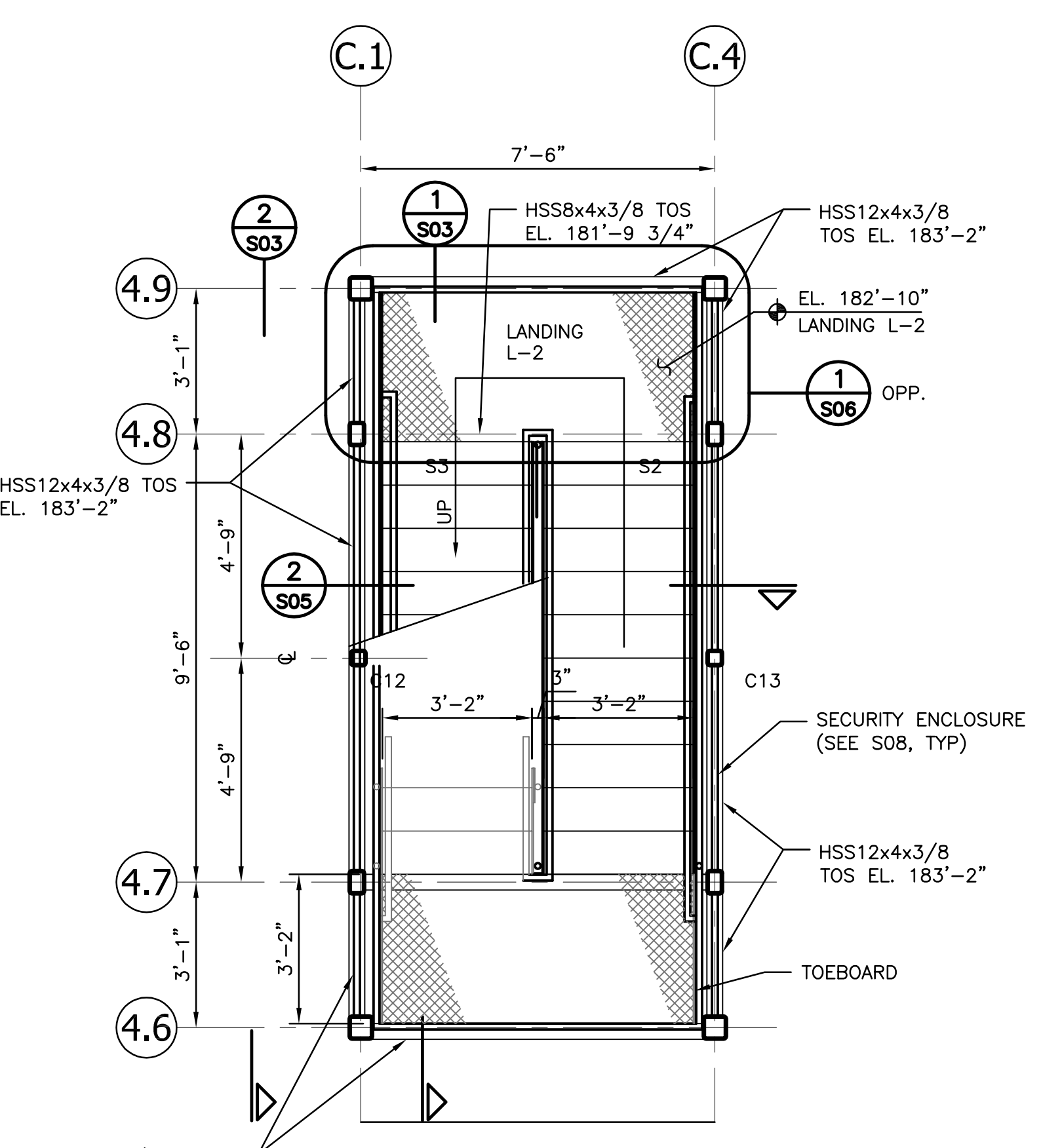


**STAIR PLAN @ EL. 176'-5"**  
3/8"=1'-0"

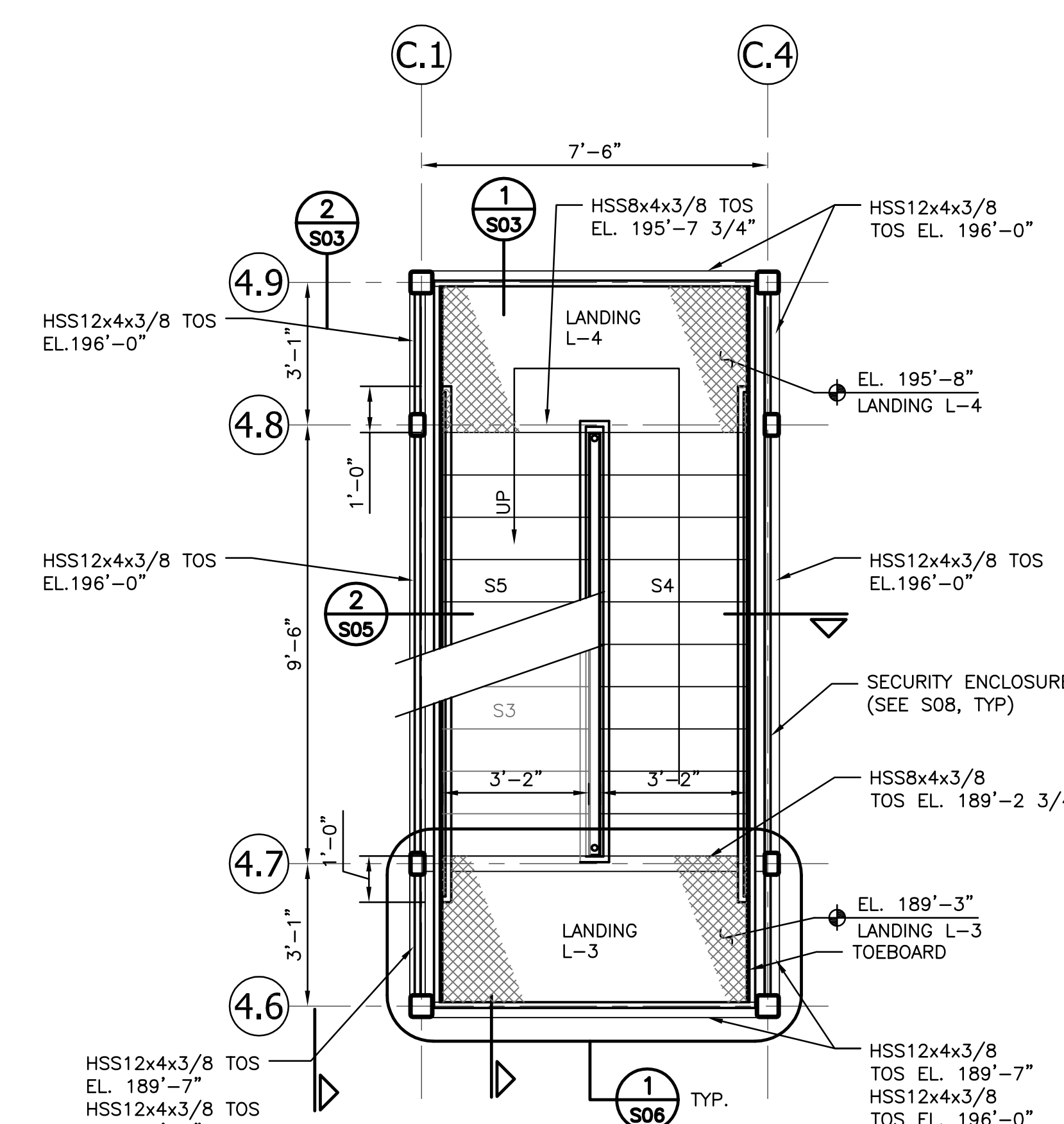


**STAIR PLAN @ EL. 205'-6"**  
3/8"=1'-0"

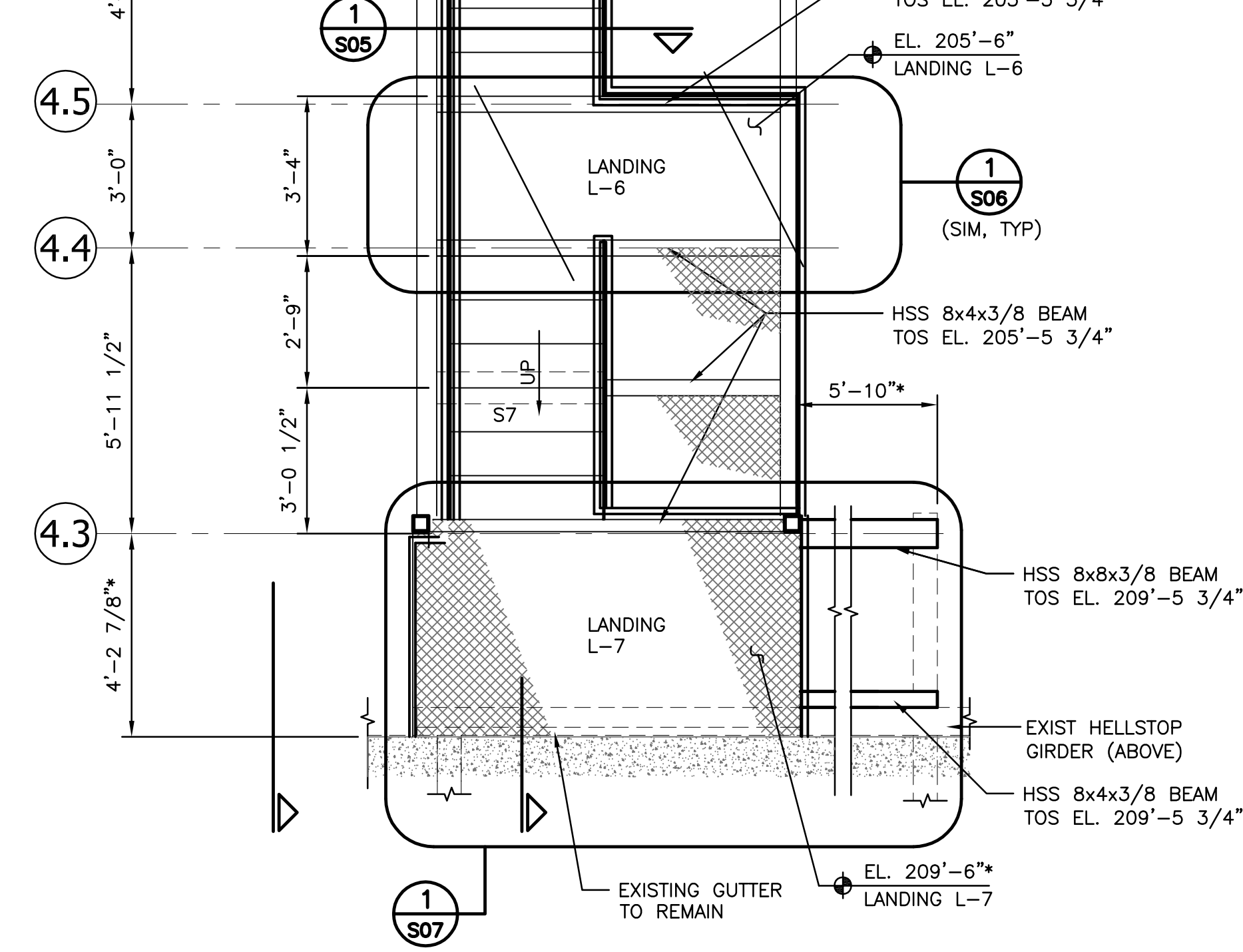
- GENERAL NOTES:**
- FOR ADDITIONAL NOTES, SEE SHEET S02.
  - CX DENOTES COLUMN MARK AND BPX DENOTES BASE PLATE MARK, SEE COLUMN SCHEDULE AND BASE PLATE (BP) DETAILS ON S04.
  - SX DENOTES STAIR MARK. FOR STAIR SCHEDULE, SEE S05.
  - (\*) INDICATES DIMENSION OR ELEVATION TO BE VERIFIED PRIOR TO CONSTRUCTION.
  - ALL BEAMS SHALL BE FABRICATED W/ A 1/2" Ø WEEP HOLE @ BEAM MID-SPAN.
- KEYED NOTES:**
- Ø OF EXISTING STAIR CASE COLUMN



**STAIR PLAN @ EL. 182'-10"**  
3/8"=1'-0"



**STAIR PLAN @ EL. 195'-8"**  
3/8"=1'-0"



**STAIR PLAN @ EL. 205'-6"**  
3/8"=1'-0"

State of Florida  
Professional Engineer  
License No. 78675

DATE: 06/09/16  
DRAWN BY: PJD  
DESIGNED BY: SCALE: N/A  
MEM: N/A  
CHECKED BY: RM  
FIELD BOOK:

**CITY OF FORT LAUDERDALE**  
PUBLIC WORKS DEPARTMENT  
**ENGINEERING & ARCHITECTURE**  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	DESCRIPTION

**PROJECT # 12205**  
**DOWNTOWN HELISTOP IMPROVEMENTS**  
**ENLARGED STAIR PLANS**

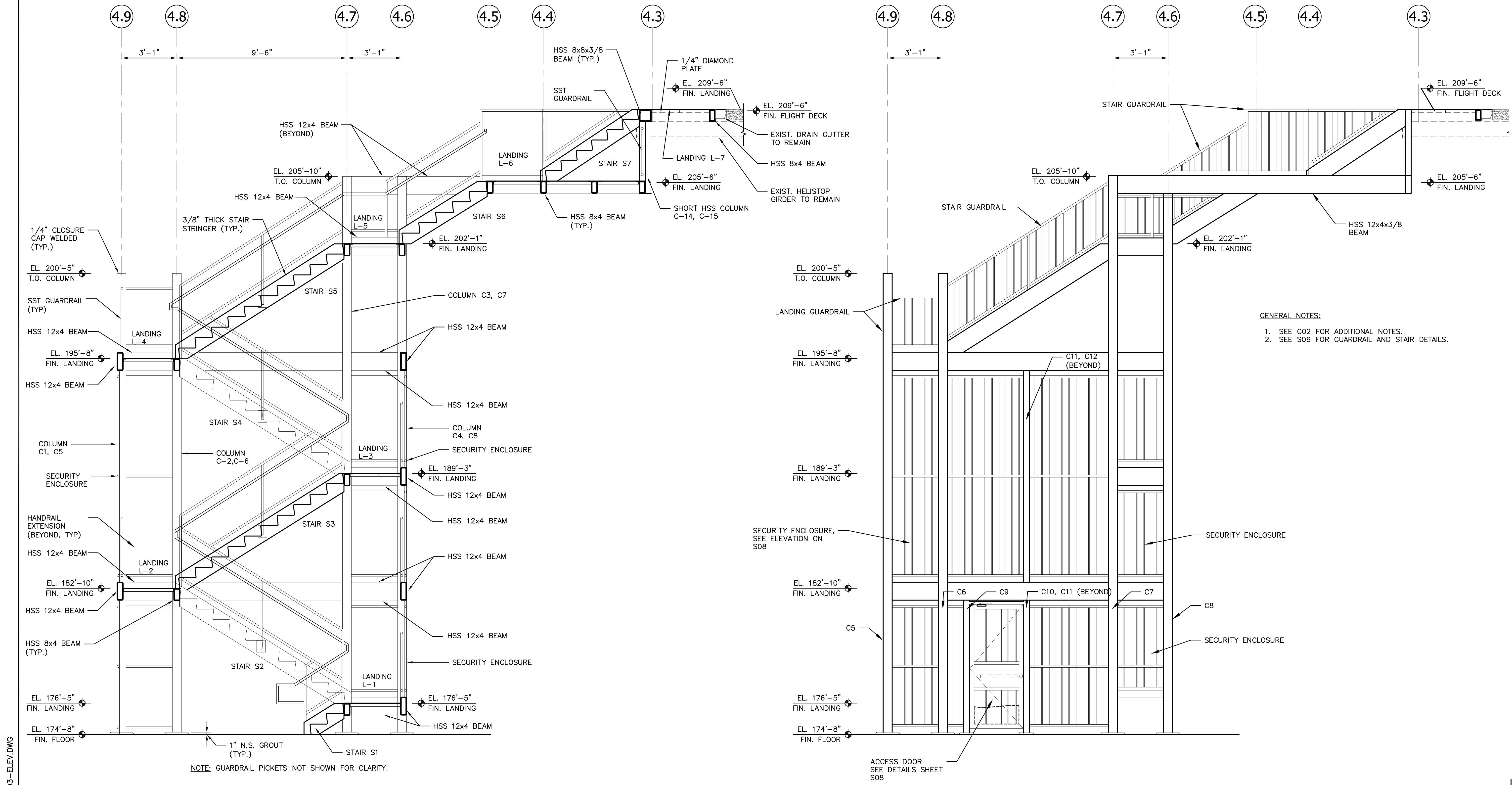
SHEET NO.	OF
<b>S02</b>	<b>9</b>
TOTAL:	12
CAD FILE:	12205-S02-PLAN
DRAWING FILE NO.	4-139-42

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**STAIR SECTION**  
3/8"=1'-0" 1/2 S02

**STAIR WEST ELEVATION**  
3/8"=1'-0" 2/2 S02

**GENERAL NOTES:**  
1. SEE G02 FOR ADDITIONAL NOTES.  
2. SEE S06 FOR GUARDRAIL AND STAIR DETAILS.

NOTE: GUARDRAIL PICKETS NOT SHOWN FOR CLARITY.

State of Florida  
Professional Engineer  
License No. 78675  
M. ERIC MARTIN

DATE: 06/09/16  
DESIGNED BY: SCALE: N/A  
MEM: N/A  
CHECKED BY: RM  
FIELD BOOK:

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PUBLIC WORKS DEPARTMENT  
**ENGINEERING & ARCHITECTURE**  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	REVISIONS	DESCRIPTION

**PROJECT # 12205**  
**DOWNTOWN HELISTOP IMPROVEMENTS**  
**ELEVATIONS**

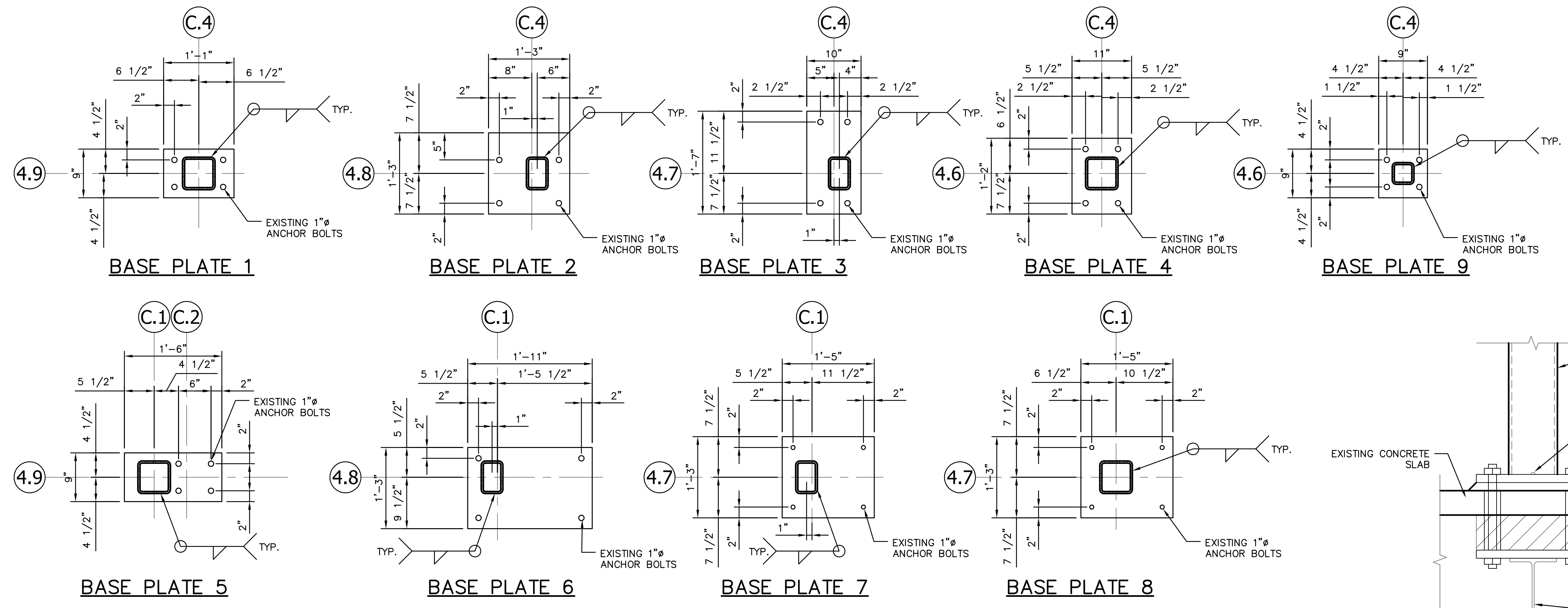
SHEET NO.	OF
<b>S03</b>	<b>9</b>
TOTAL:	12
CAD FILE:	12205-S03-ELEV
DRAWING FILE NO.	4-139-42

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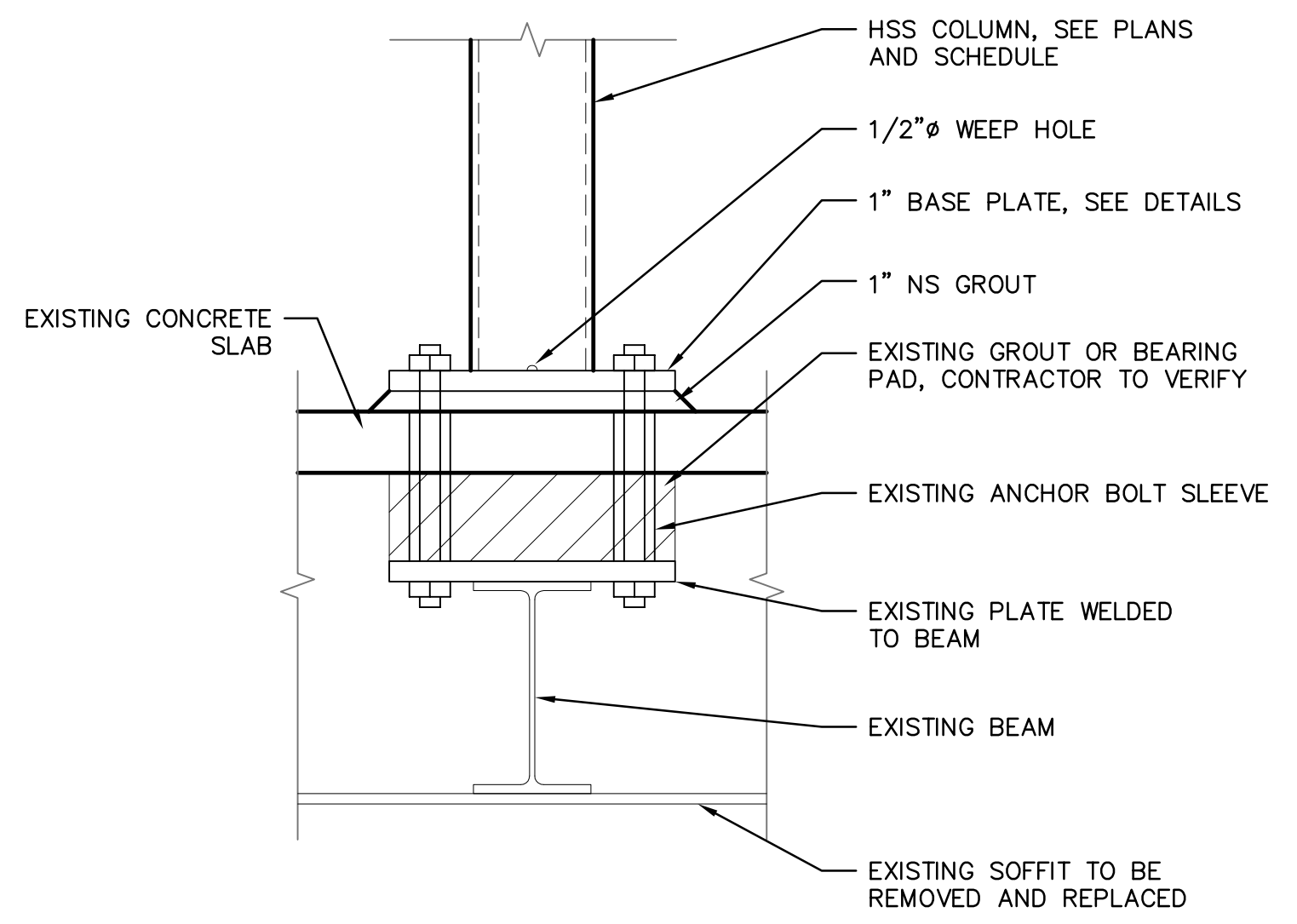
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**NOTES:**  
 1) ALL BASE PLATES SHALL BE 1" THICK.  
 2) PROVIDE 1" NS GROUT BELOW BASE PLATES  
 3) FOR SECTION THROUGH BASE PLATE, SEE DETAIL 2, THIS SHEET  
 4) FIELD VERIFY EXISTING ANCHOR BOLT LOCATIONS PRIOR TO BASE PLATE FABRICATION.

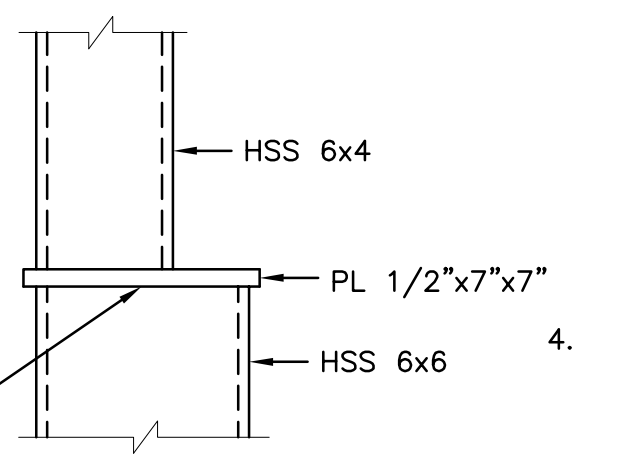
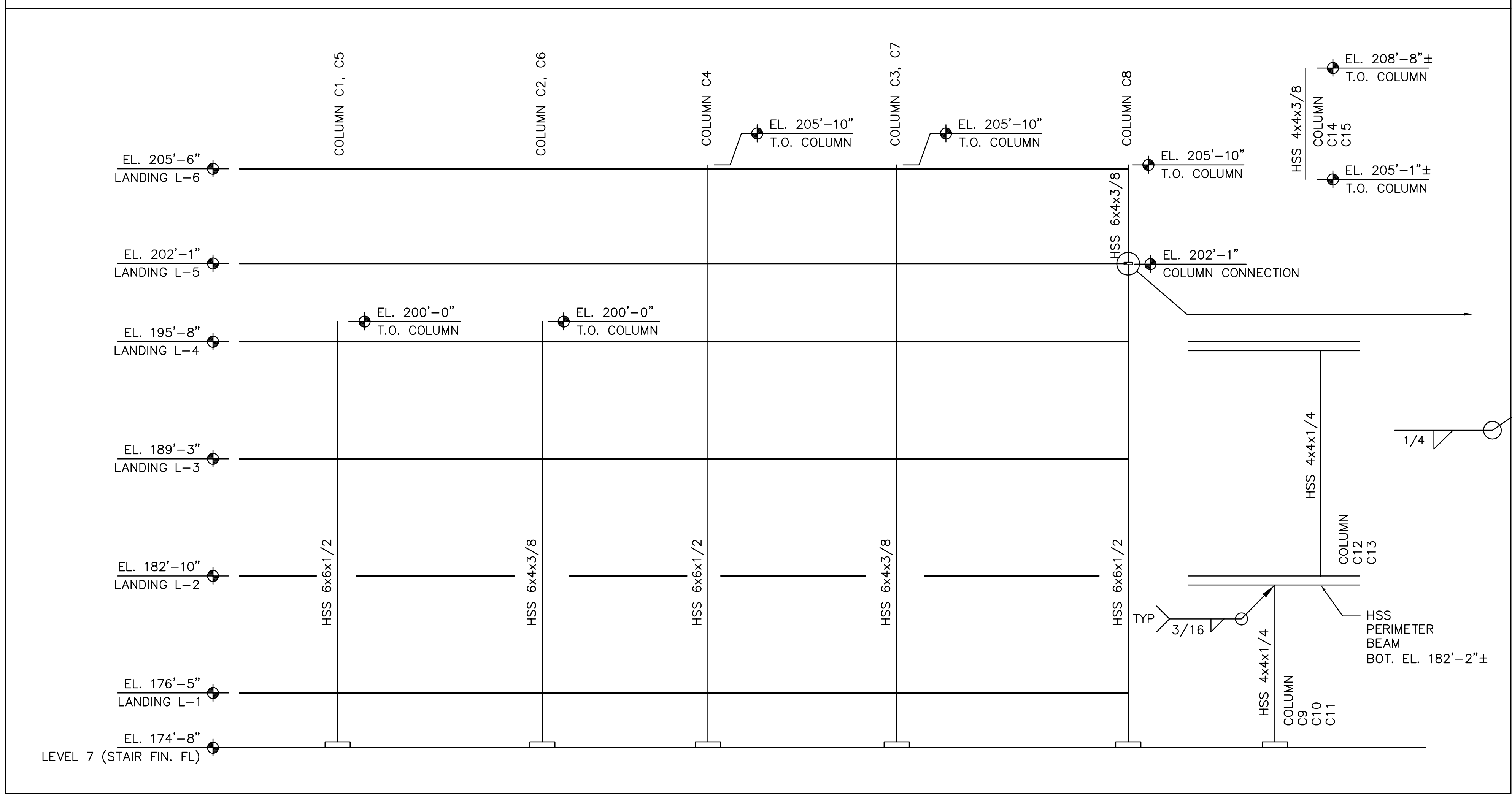


NOTE: CONTRACTOR SHALL VERIFY STEEL BEAM SUPPORT CONFIGURATION. IF CONDITIONS ARE DIFFERENT THAN THOSE DEPICTED, NOTIFY ENGINEER FOR CORRECTIVE ACTION.

**TYP. BASE PLATES DETAIL**  
 1 1/2"=1'-0" 2 S04

- GENERAL NOTES:** 1
- SEE S02 FOR ADDITIONAL NOTES.
  - REMOVE AND REPLACE SOFFITS IN THE 6TH FLOOR TO ACCESS THE EXISTING ANCHOR BOLTS.
  - ANCHOR BOLTS ARE CONNECTED TO STEEL BEAMS SUPPORTING THE CONCRETE DECK. CONTRACTOR TO ACCESS STEEL BEAMS FROM THE BOTTOM (LEVEL BELOW) AND REMOVE THE ANCHOR BOLTS WITH NO CONCRETE DECK BREAKOUT. INSERT ALL-THREAD ANCHOR BOLTS CONNECTED TO THE STEEL BEAMS WITH NUTS AND WASHERS. VERIFY THAT EACH ANCHOR BOLT IS CONNECTED TO AT LEAST 1/2" OF SOUND STEEL IN FLANGE. NOTIFY ENGINEER OF RECORD IF STEEL BEAMS, CONNECTION PLATES OR WELDS HAVE LOST MORE THAN 10% GROSS SECTION DUE TO CORROSION. CLEAN EXISTING SURFACES WITHIN 12" OF NEW WORK AND TOUCH UP PAINT COMPATIBLE WITH EXISTING. CONTRACTOR SHALL VERIFY ALL EXISTING ANCHOR BOLT LOCATIONS WITH THOSE SHOWN ON BASE PLATE DETAILS. ANY DEVIATIONS SHALL BE SENT TO ENGINEER FOR CLARIFICATION.
  - SEE PLANS ON S02 FOR BASE PLATE, COLUMN AND STAIR DESIGNATIONS.

**COLUMN SCHEDULE**



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 Professional Engineer  
 License No. 78675  
 M. ERIC MARTIN

DATE:	06/09/16
DRAWN BY:	PJD
DESIGNED BY:	SCALE: N/A
CHECKED BY:	MEM
FIELD BOOK:	RM

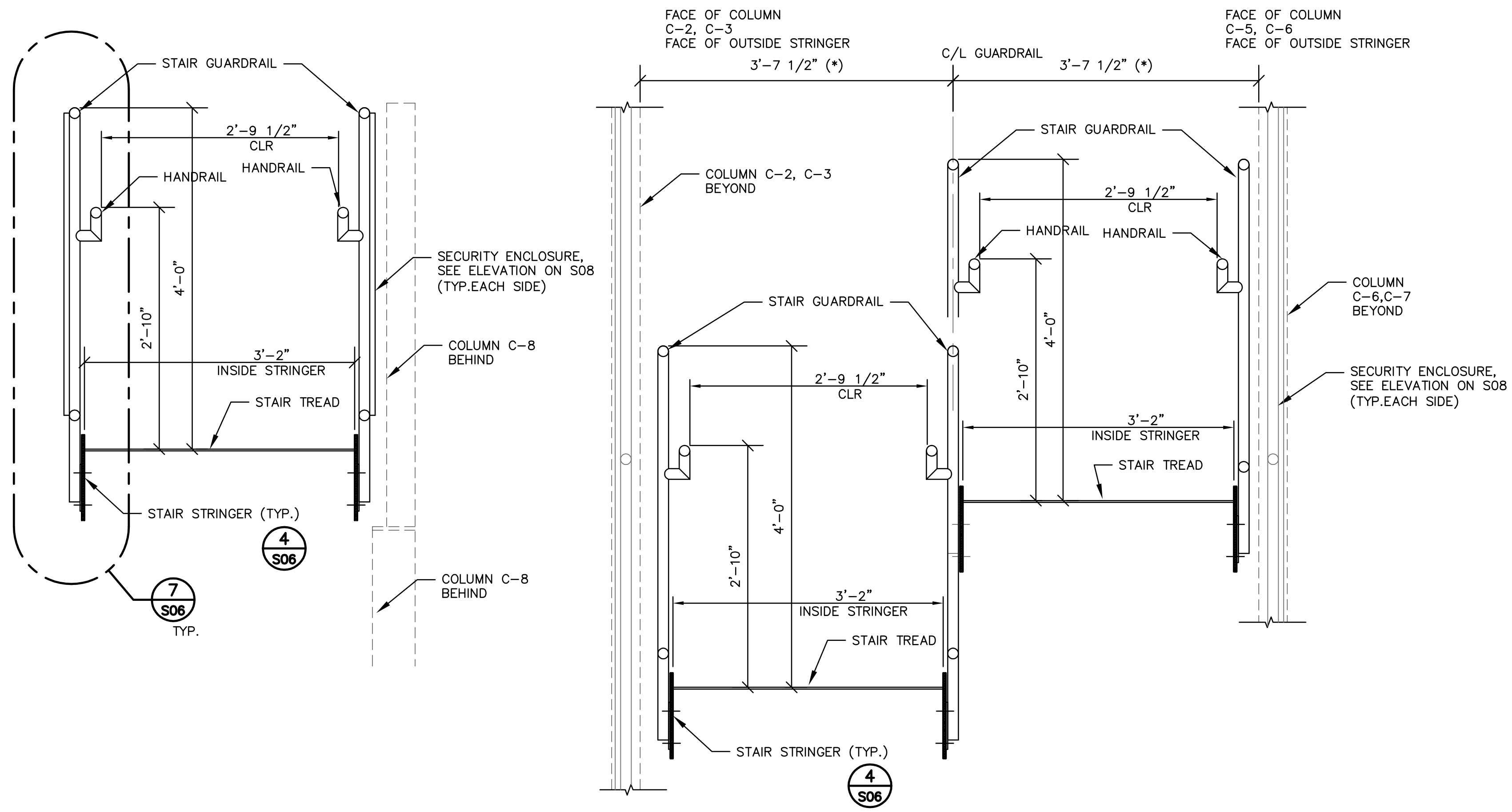
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**PROJECT # 12205**  
**DOWNTOWN HELISTOP IMPROVEMENTS**  
**BASE PLATES AND SCHEDULE**

SHEET NO. **S04** OF **9**

TOTAL: 12  
 CAD FILE: 12205-S04-PLAN  
 DRAWING FILE NO. 4-139-42



STAIR SECTION 1  
1"=1'-0" S02

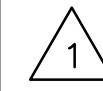
STAIR SECTION 2  
1"=1'-0" S02

**GENERAL NOTES:**

- SEE G02 FOR ADDITIONAL NOTES.
- (\*) INDICATES DIMENSION TO BE VERIFIED PRIOR TO CONSTRUCTION.

**STAIR SCHEDULE:**

STAIR S1:	3 RISERS @ 7" = 1'-9"
	2 TREADS @ 11" = 1'-10"
STAIR S2:	11 RISERS @ 7" = 6'-5"
	10 TREADS @ 11" = 9'-2"
STAIR S3:	11 RISERS @ 7" = 6'-5"
	10 TREADS @ 11" = 9'-2"
STAIR S4:	11 RISERS @ 7" = 6'-5"
	10 TREADS @ 11" = 9'-2"
STAIR S5:	11 RISERS @ 7" = 6'-5"
	10 TREADS @ 11" = 9'-2"
STAIR S6:	6 RISERS @ 6.84" = 3'-5"
	5 TREADS @ 11" = 4'-7"
STAIR S7:	7 RISERS @ 6.85" = 4'-0"
	6 TREADS @ 11" = 5'-6"



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				DESCRIPTION	REVISED SHEET PER
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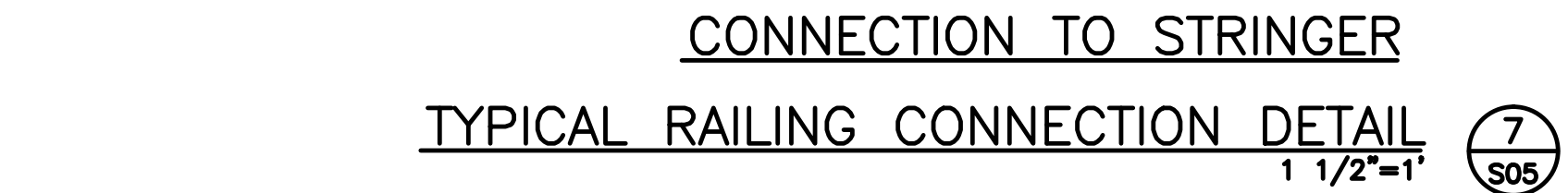
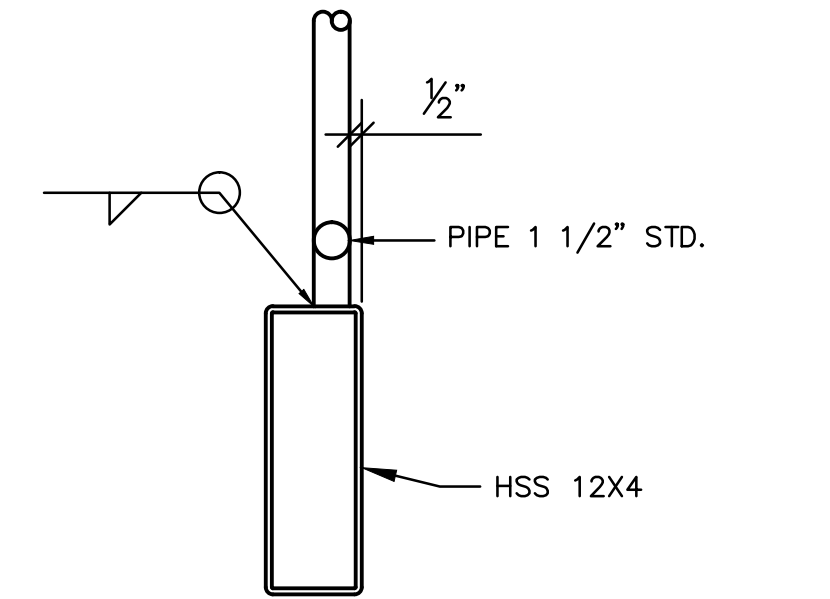
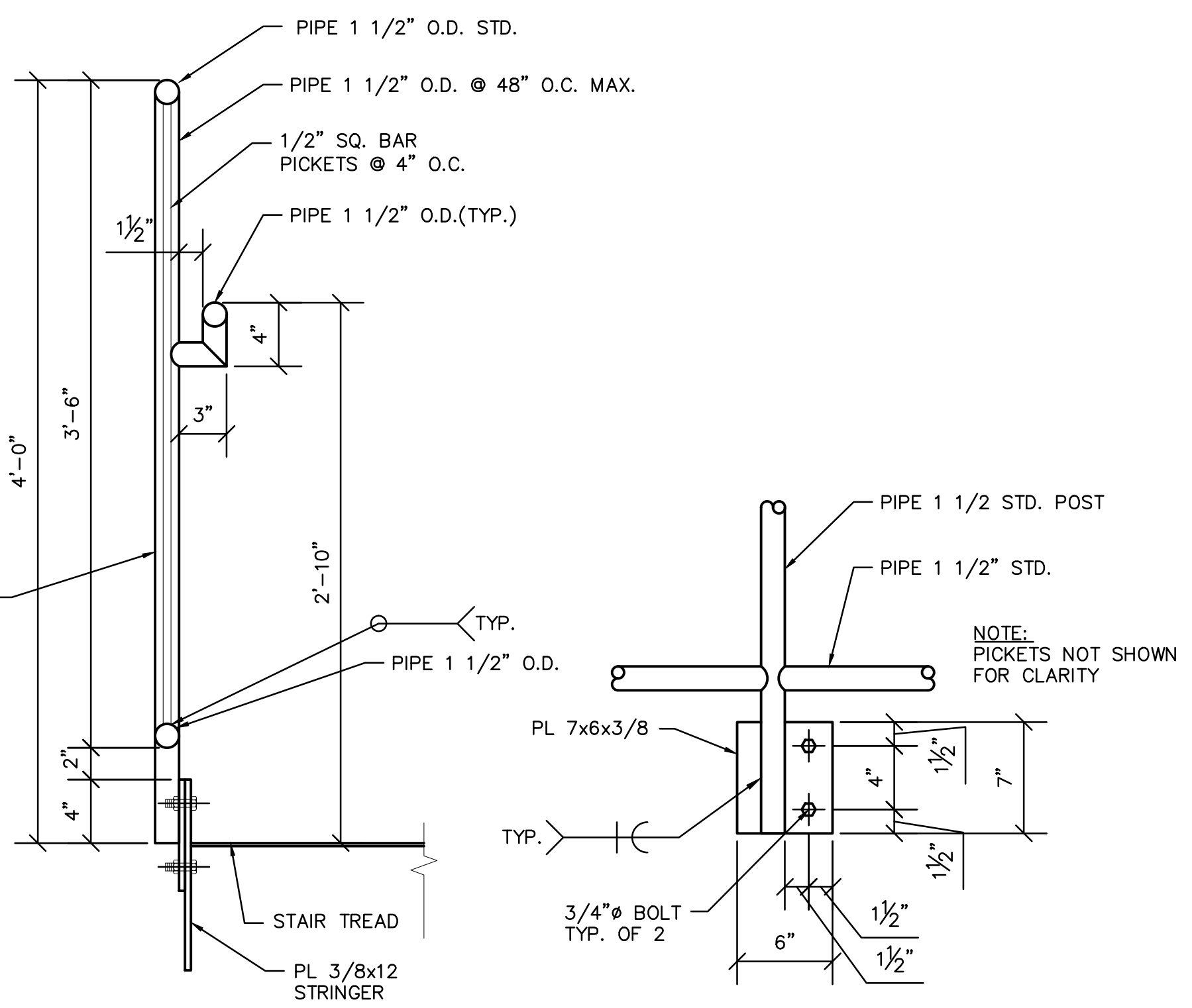
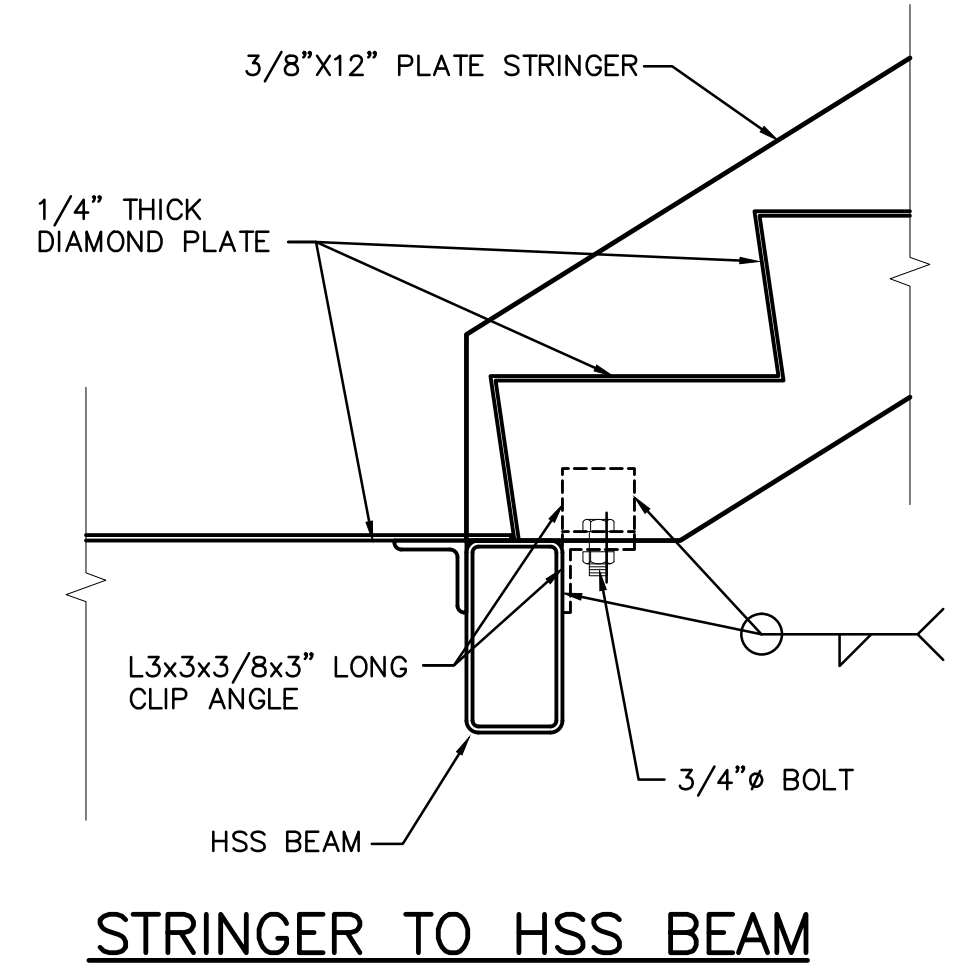
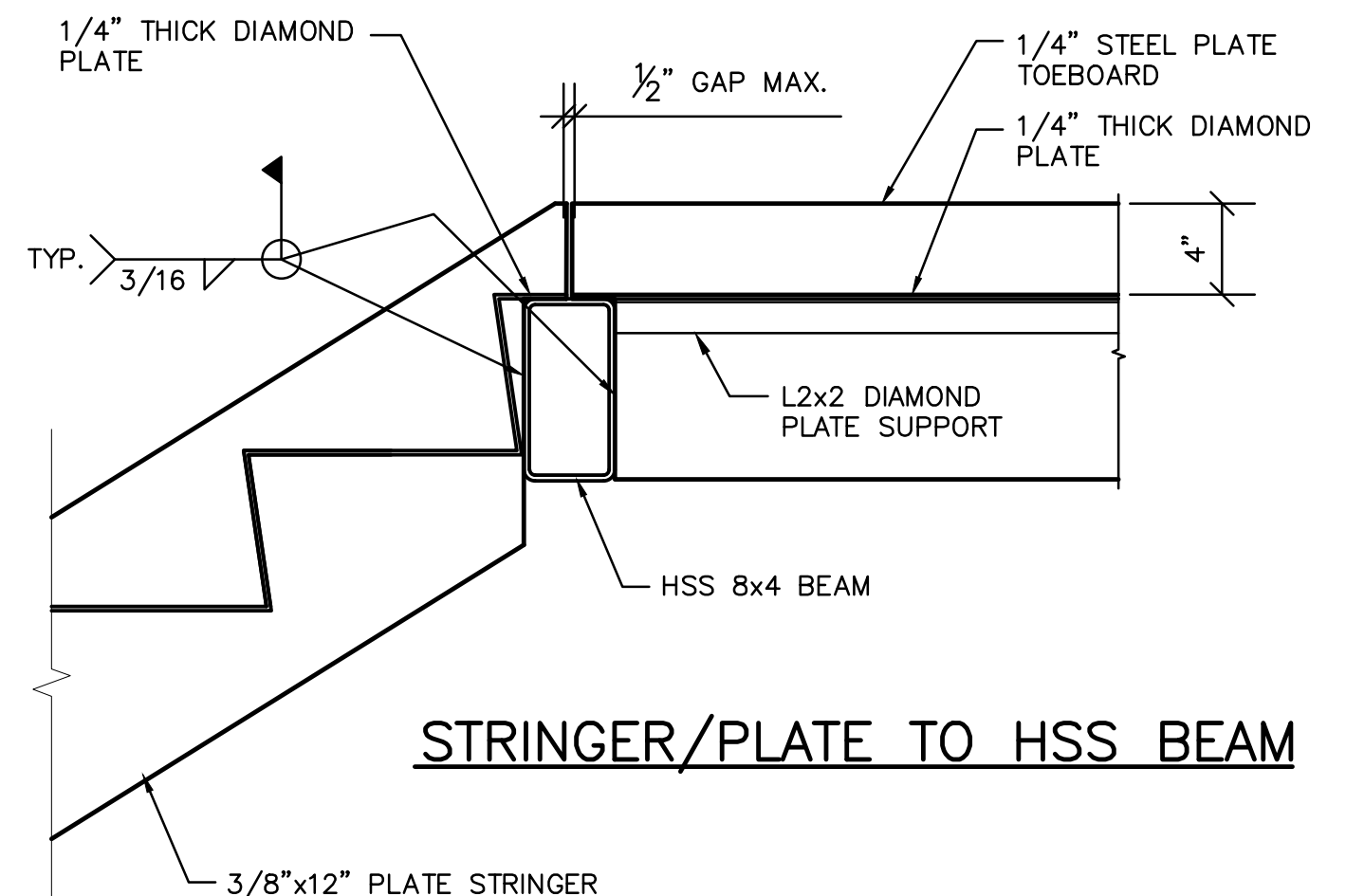
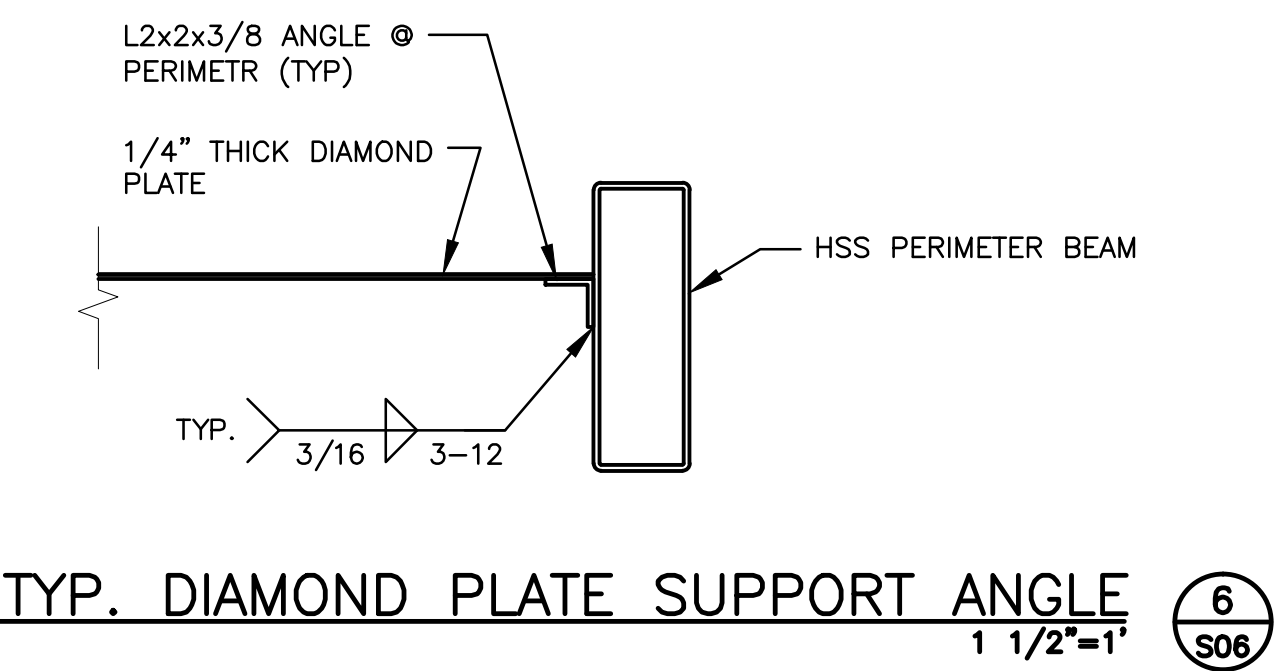
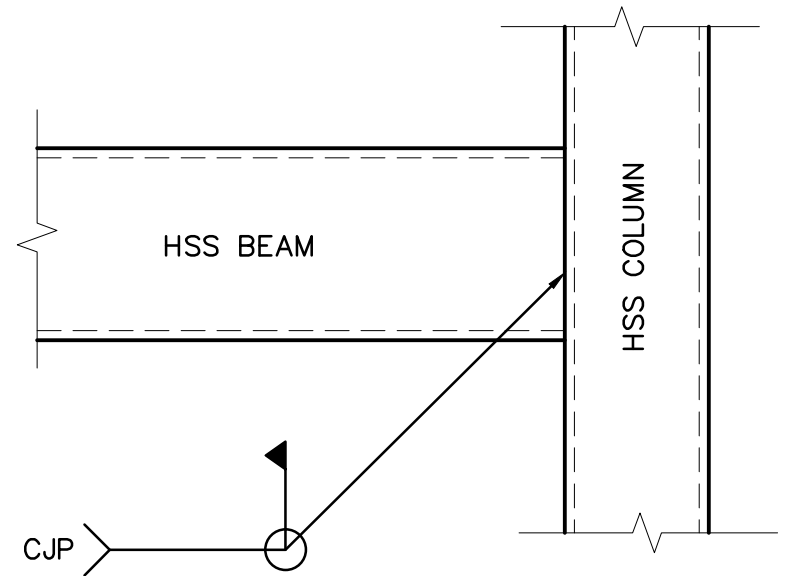
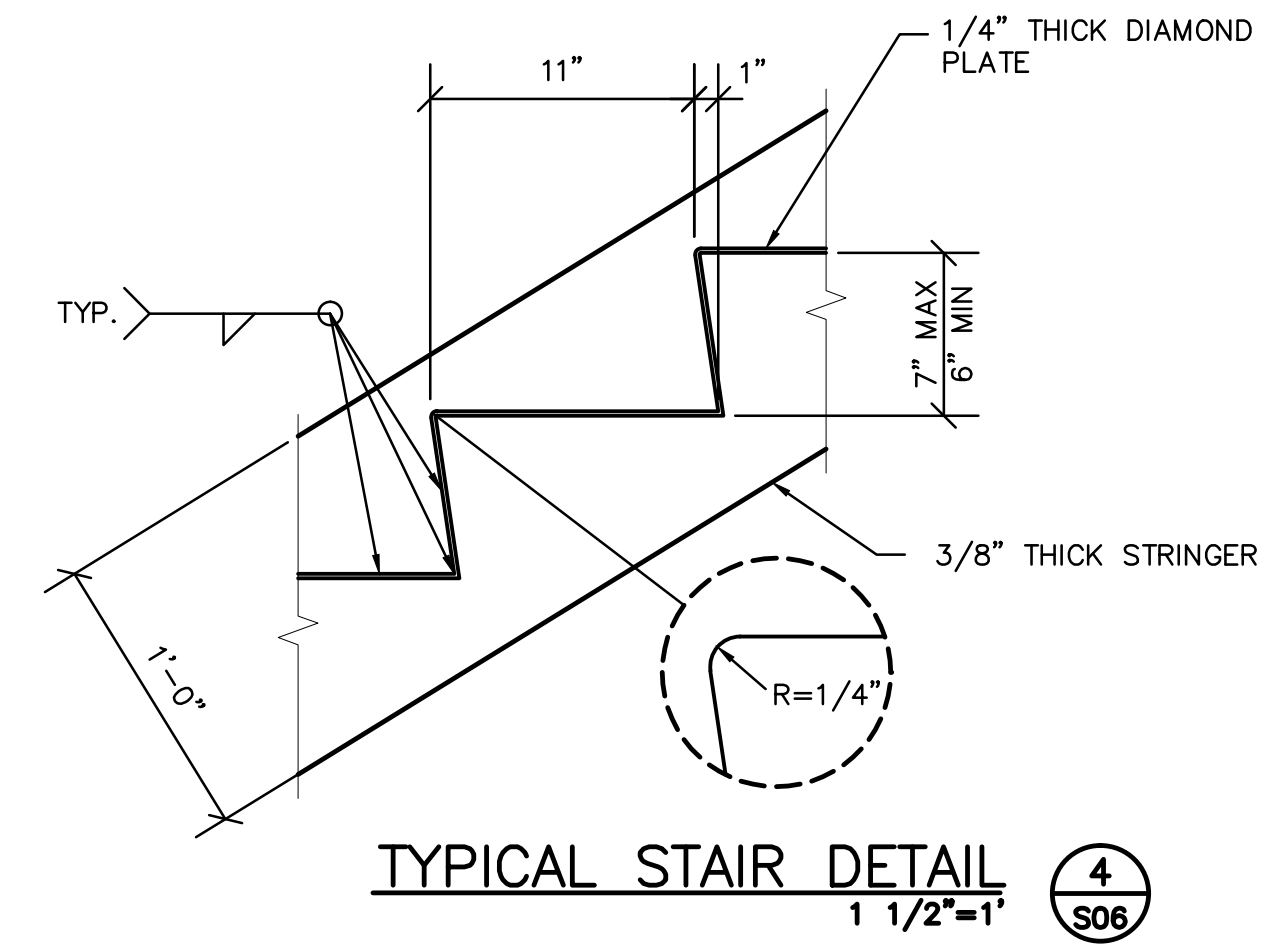
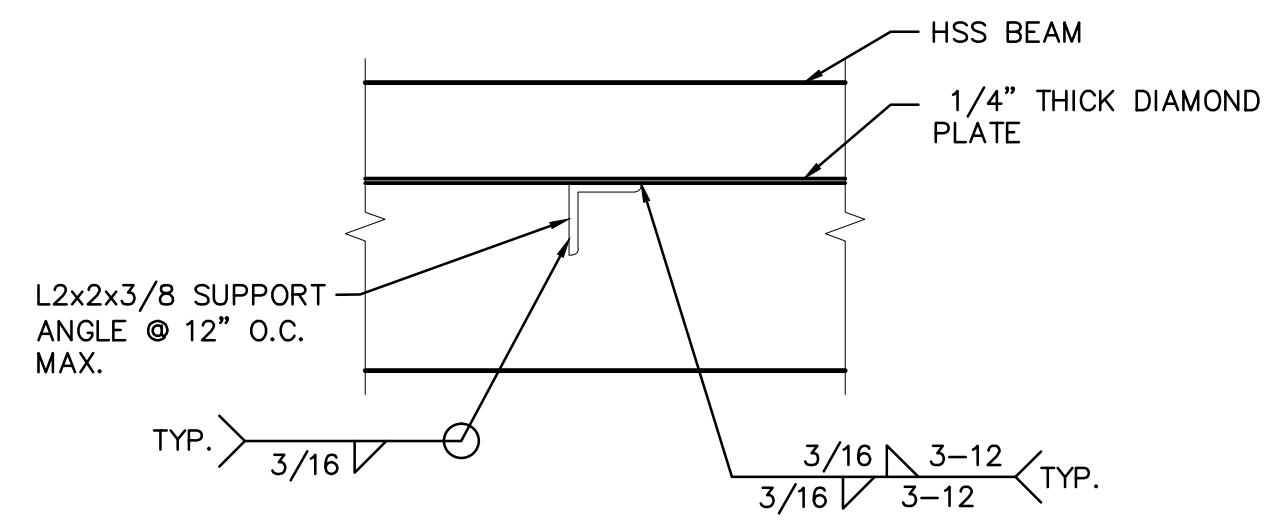
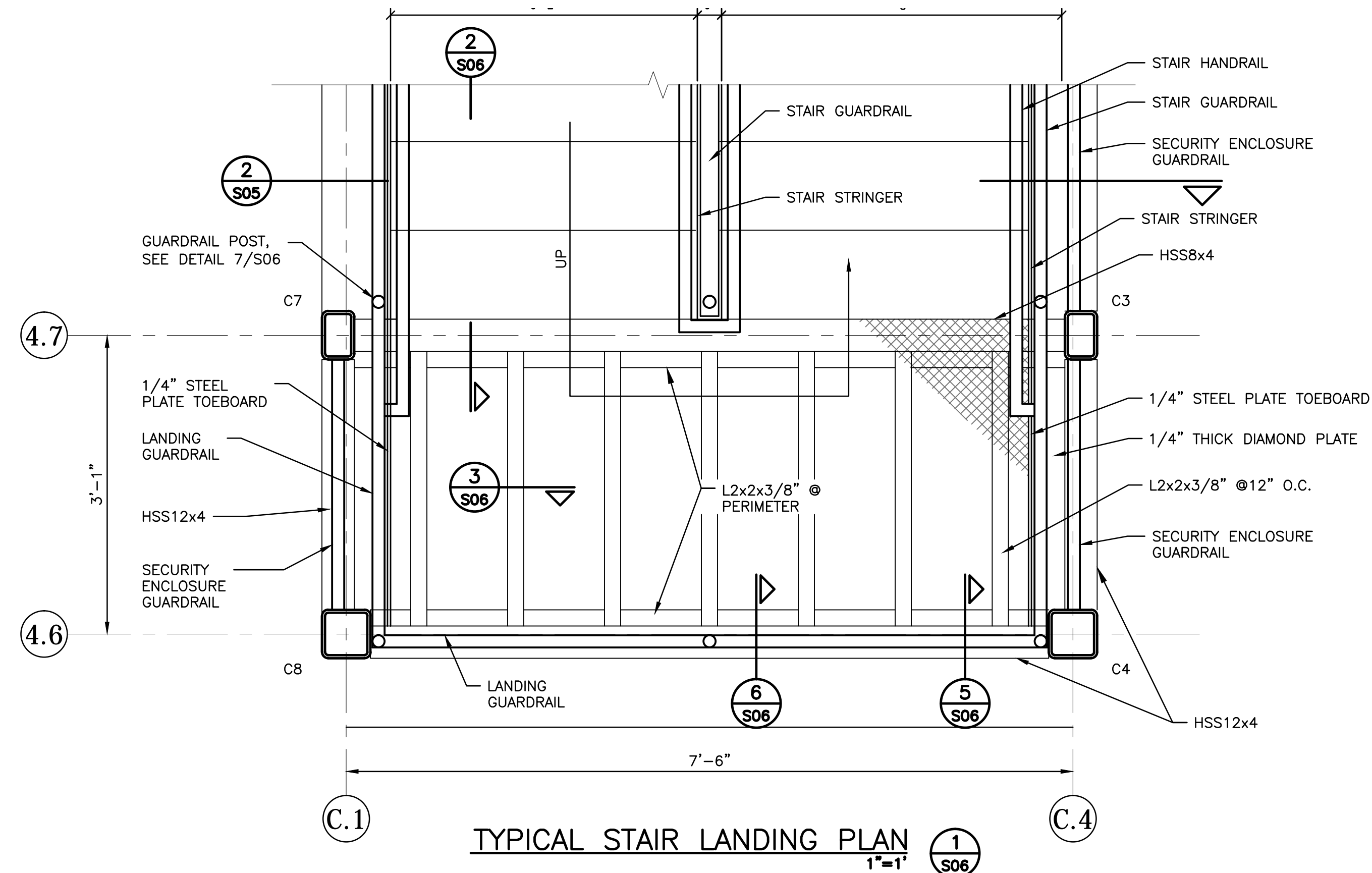
PROJECT # 12205  
DOWNTOWN HELISTOP IMPROVEMENTS  
SECTIONS AND DETAILS

SHEET NO.	OF
S05	9
TOTAL:	12
CAD FILE:	12205-S05-PLAN
DRAWING FILE NO.	4-139-42

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- NOTES:
- FABRICATOR SHALL INDICATE ALL HSS WELDS WITH AWS WELD SYMBOLS ON SHOP DRAWINGS.
  - CONNECTIONS SHALL BE SHOP WELDED AS MUCH AS ALLOWED FOR CONSTRUCTION SEQUENCE. INDICATE ON SHOP DRAWINGS WHICH ARE FIELD WELDS AND WHICH ARE SHOP WELDS.

- GENERAL NOTES: 1
- HANDRAIL SHALL BE CONTINUOUS ALONG FLIGHTS OF STAIRS.
  - GUARDRAIL ALONG PERIMETER SHALL BE INTERRUPTED WHERE HSS 12X4 FRAMING INTERSECTS. WHERE BEAMS INTERSECT, WELD TOP AND BOTTOM RAILS TO HSS BEAM. CONTINUE HANDRAIL PAST BEAM TO NEXT POST.
  - AT LANDINGS WHERE SECURITY FENCE IS PRESENT, PROVIDE BOTH GUARDRAIL AND SECURITY FENCE.
  - ALL MATERIALS AND BOLTS SHALL BE SST.

State of Florida  
Professional Engineer  
License No. 78675

DATE: 06/09/16  
DESIGNED BY: SCALE: N/A  
MEM: N/A  
CHECKED BY: RM  
FIELD BOOK:

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PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
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NO.	DATE	BY	CHK'D	DESCRIPTION	REVISED SHEET PER	CITY COMMENTS
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PROJECT # 12205  
DOWNTOWN HELISTOP IMPROVEMENTS  
TYPICAL DETAILS

SHEET NO. OF  
**S06** 9

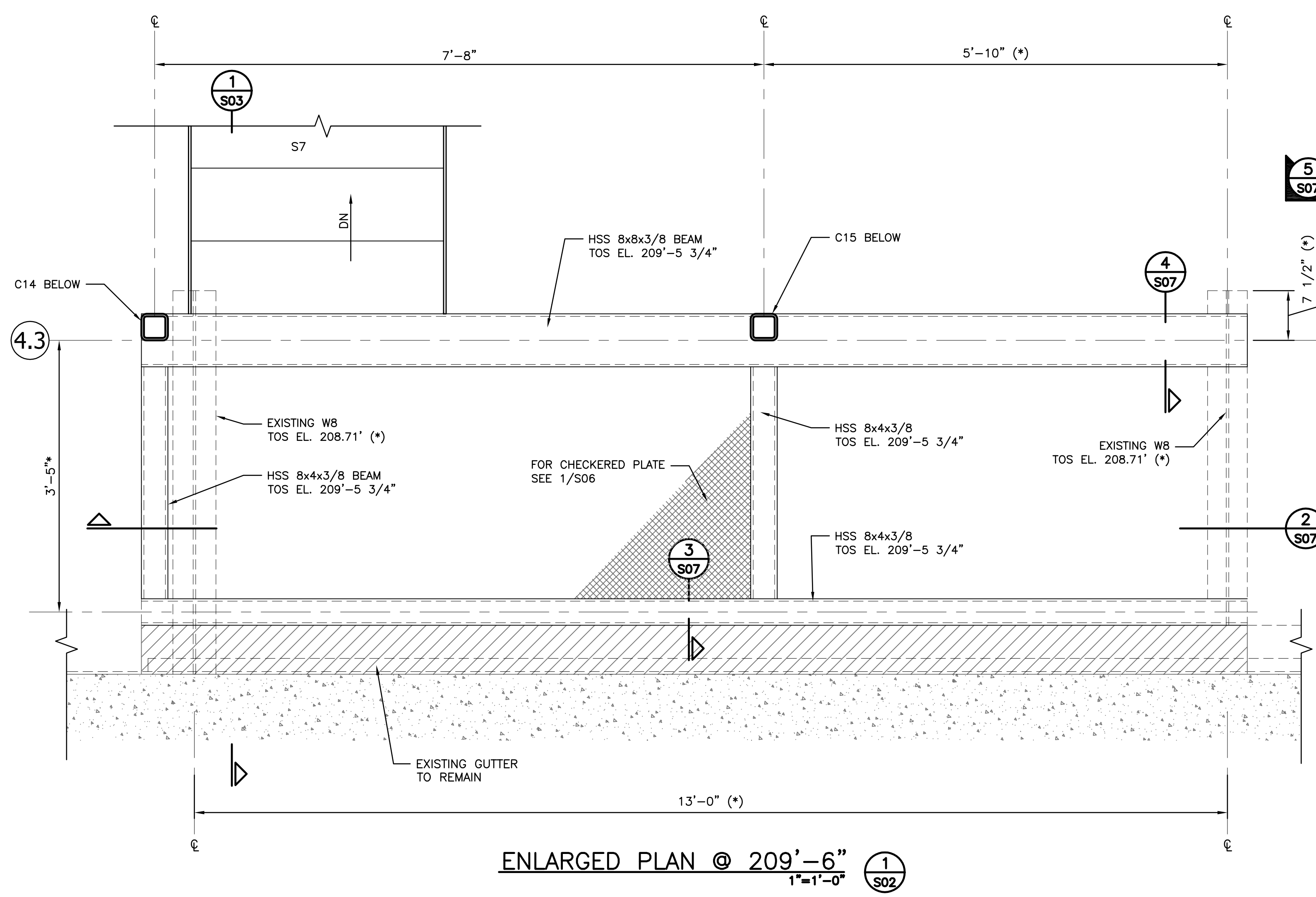
TOTAL: 12  
CAD FILE: 12205-S06-DETL  
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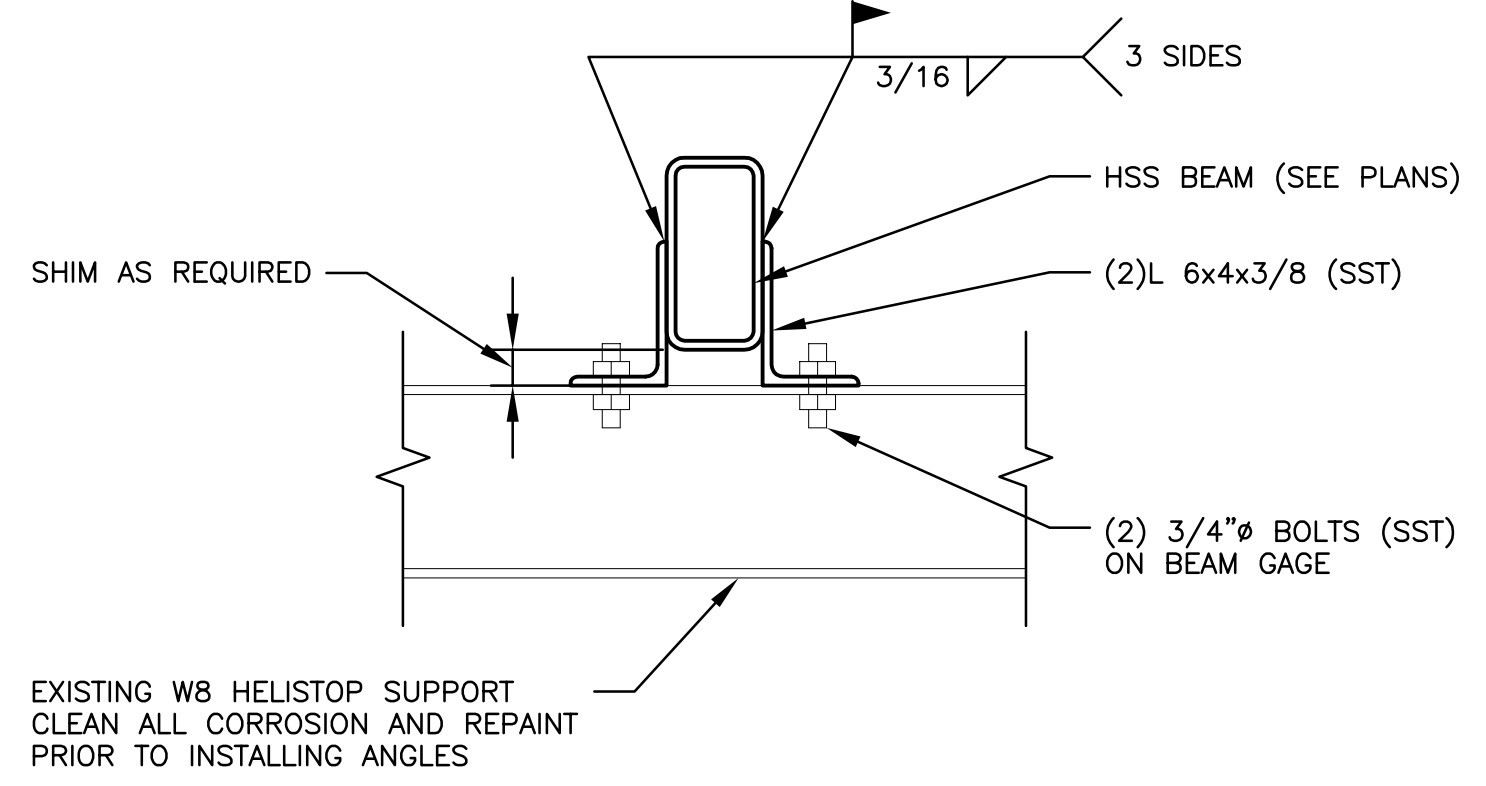
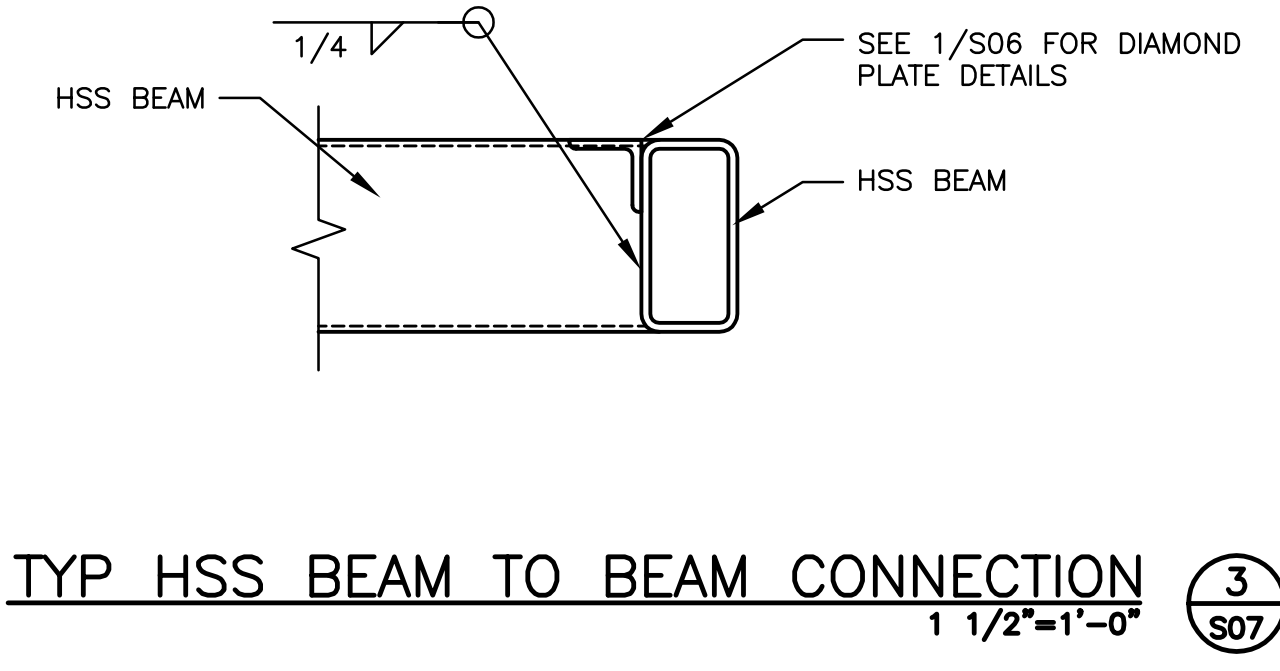
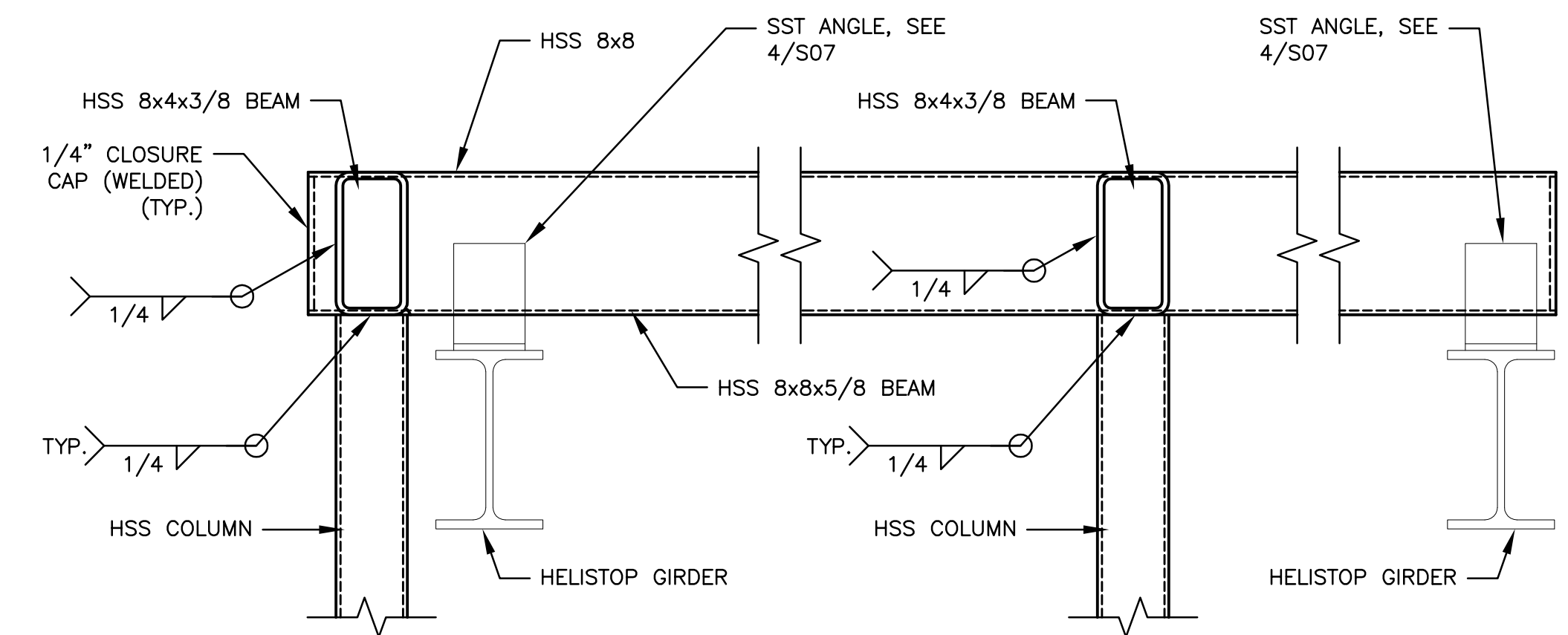
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5 PHOTO  
S07



LANDING L-6 AND STAIR#7 PHOTO  
N.T.S. (5/S07)



State of Florida  
Professional Engineer  
License No. 78675  
M. ERIC MARTIN

DATE:	06/09/16
DRAWN BY:	PJD
DESIGNED BY:	SCALE: N/A
CHECKED BY:	MEM
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100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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1	07/01/16					

PROJECT # 12205  
DOWNTOWN HELISTOP IMPROVEMENTS  
DETAILS

SHEET NO.	OF
S07	9
TOTAL:	12
CAD FILE:	12205-S07-DETL
DRAWING FILE NO.	4-139-42

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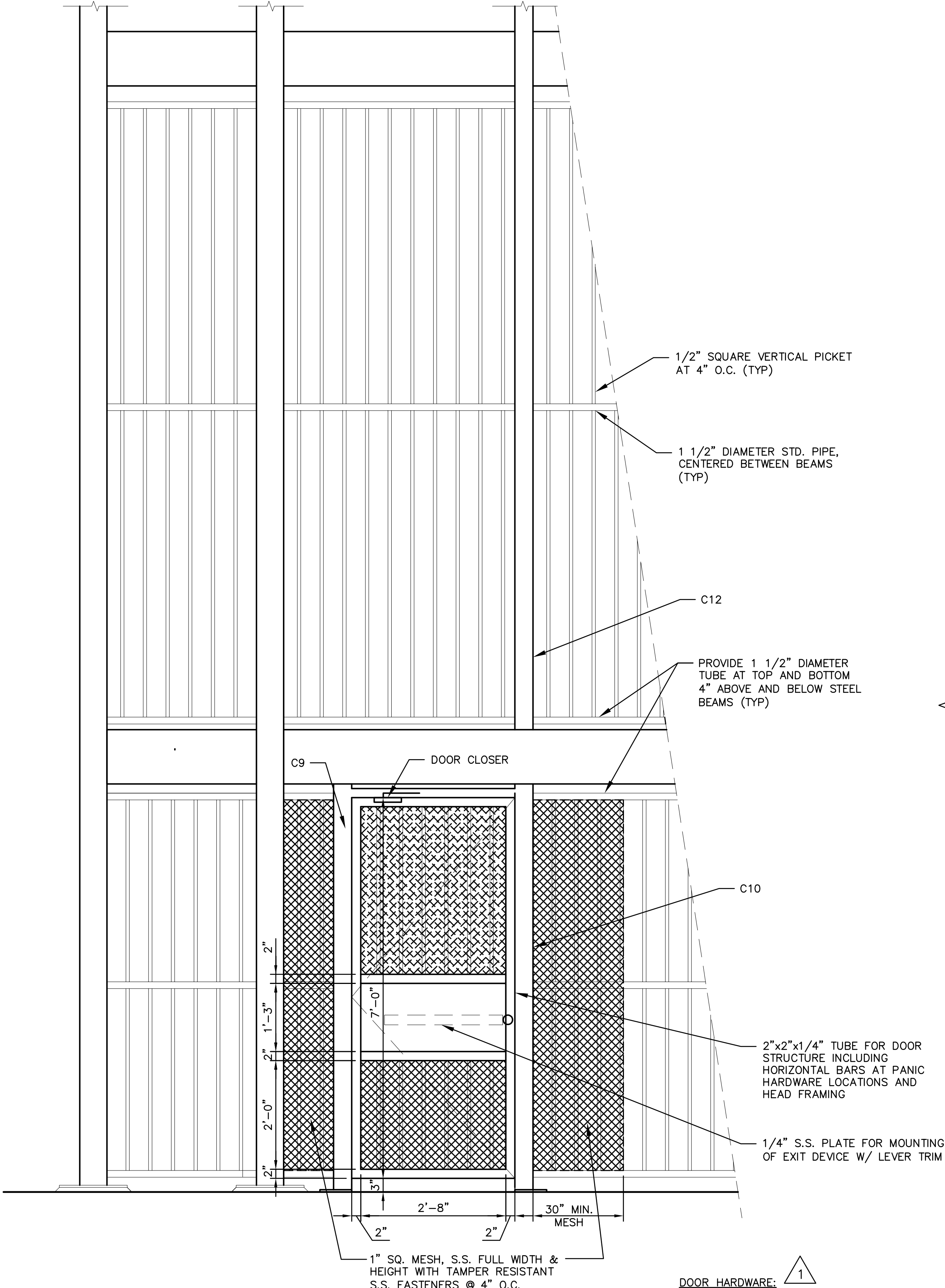
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JOINT #1 DIMENSION SCHEDULE FOR MM SYSTEM ELASTOLOK JOINT SYSTEM

Model Number	Total Movement	Joint Opening "A"				Installation Range "A"		Depth "B" Clearance
		Thermal Min.	Thermal Max.	Safety Max.	Minimum	Maximum		
EMS-250	<b>2.50</b> 64	<b>0.75</b> 19	<b>2.50</b> 64	<b>3.25</b> 83	<b>1.25</b> 32	<b>2.25</b> 57	<b>2.625</b> 67	
EMS-350	<b>3.25</b> 83	<b>1.00</b> 25	<b>3.50</b> 89	<b>4.25</b> 108	<b>1.50</b> 38	<b>3.25</b> 83	<b>2.625</b> 67	
EMS-450	<b>4.00</b> 102	<b>1.50</b> 38	<b>4.50</b> 114	<b>5.50</b> 140	<b>2.25</b> 57	<b>4.25</b> 108	<b>2.625</b> 67	
EMS-550	<b>5.00</b> 127	<b>1.50</b> 38	<b>5.50</b> 140	<b>6.50</b> 165	<b>3.00</b> 76	<b>5.25</b> 133	<b>2.625</b> 67	

Dimensions shown in inches (bold) and millimeters  
Color Options for Seal - Black or Special Order Gray

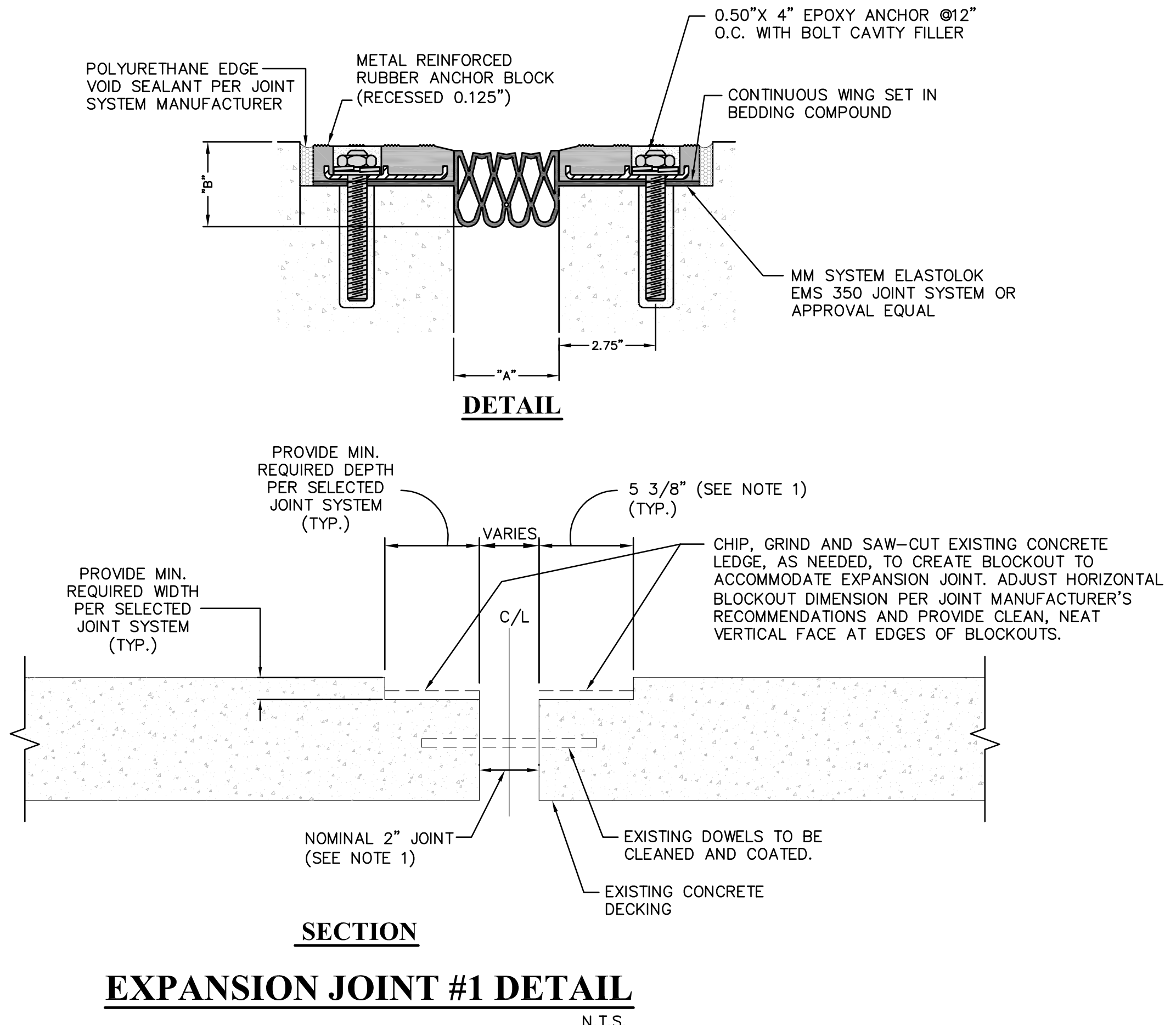
**Safety Max.** - Safety Margin Movement capacity accommodates concrete shrinkage, vertical deflection and unexpected movement.



**1 SECURITY ENCLOSURE EAST ELEVATION**  
3/4"-1

NOTES:  
CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR SECURITY ENCLOSURE AND DOOR AND SUBMIT TO ENGINEER OF RECORD FOR APPROVAL.

- DOOR HARDWARE:**  
PROVIDE THE FOLLOWING DOOR HARDWARE OR APPROVED EQUAL.
- (4) 4 1/2"x4 1/2" BUTT HINGES MEETING ANSI/BHMA N56.1 TYPE 1 W/ NON-REMOVABLE PINS US32D FINISH. BASE PRODUCT: HAGER BB1199
  - EXIT DEVICE W/ LEVER TRIM MEETING ANSI/BHMA-A156.3 GRADE 1 RIM DEVICE W/ MANUFACTURER STANDARD STRIKE NON-DOGGABLE PUSH PAD TYPE W/ SMOOTH FINISH. BASE PRODUCT: 98 SERIES BY VON DUPRIN US26D FINISH.
  - SURFACE APPLIED DOOR CLOSER MEETING ANSI/BHMA-A156.4 GRADE 1 CAST IRON BODY. MOUNTED TO PUSH/SECURE SIDE OF DOOR. BASE PRODUCT: MODELS 4011 AND 4111 BY LCN US20A FINISH FOR ARMS AND COVER OF CLOSERS MOUNTED WITH TAMPER RESISTANT S.S. FASTENERS.



**SECTION**  
**EXPANSION JOINT #1 DETAIL**  
N.T.S.

**TYPICAL JOINT #1 REPLACEMENT INSTALLATION SEQUENCE**  
(TO BE VERIFIED WITH SELECTED JOINT MANUFACTURER)

- REMOVE AND REPAIR ALL UNSOUND CONCRETE IN AND AROUND THE BLOCKOUT. ALL SPALLS MUST BE REPAIRED WITH COMPATIBLE PATCHING MATERIAL.
- PREPARE SUBSTRATE BY SANDBLASTING. THE BLOCKOUT MUST BE CLEAN AND DRY PRIOR TO INSTALLATION.
- UNCOIL SEAL AND ALLOW TO RELAX IN THE SUN FOR AS LONG AS POSSIBLE BEFORE INSTALLATION.
- INSTALL EPOXY ANCHORS USING LOCK DOWN PANELS AS A SPACING AND LOCATION TEMPLATE.
- FACTORY DIRECTIONAL CHANGES - SPLICE SEALS INTO PLACE (INSERT STEEL SPLICE PINS TO ALIGN AND REINFORCE BUTT SPLICE CONNECTIONS).
- APPLY BEDDING COMPOUND OVER ENTIRE BLOCKOUT BOTTOM AND 1 INCH DOWN EACH SIDEWALL WITH A NOTCHED TROWEL.
- INSERT MEMBRANE SEAL INTO JOINT OPENING.
- INSTALL LOCK DOWN PANELS OVER MEMBRANE WING.
- TORQUE BOLTS TO SPECIFICATION. FILL CAVITY WITH BOLT CAVITY SEALANT. FILL EDGE VOID WITH SEALANT.
- INSTALL IN ACCORDANCE WITH DETAILED INSTALLATION GUIDE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

- NOTES:
- CONTRACTOR SHALL FIELD MEASURE AND VERIFY EXISTING JOINT WIDTHS AND DIMENSIONS AT VARIOUS LOCATIONS PRIOR TO ORDERING ANY REPAIR MATERIALS.
  - PROVIDE POLYURETHANE EDGE VOID SEALANT WHERE PROPOSED EXPANSION JOINT MEETS EXISTING EXPANSION JOINT.
  - CONTRACTOR TO COORDINATE WITH OWNER FOR PARTIAL CLOSURE OF PARKING TO AVOID ANY DAMAGE TO PRIVATE PROPERTY INCLUDING BUT NOT LIMITED TO VEHICLES.

State of Florida  
Professional Engineer  
License No. 78675  
M. ERIC MARTIN

DATE: 06/09/16  
DRAWN BY: PJD  
DESIGNED BY: SCALE: N/A  
MEM  
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PROJECT # 12205  
DOWNTOWN HEIST IMPROVEMENTS  
DETAILS

SHEET NO. OF  
**S08** 9

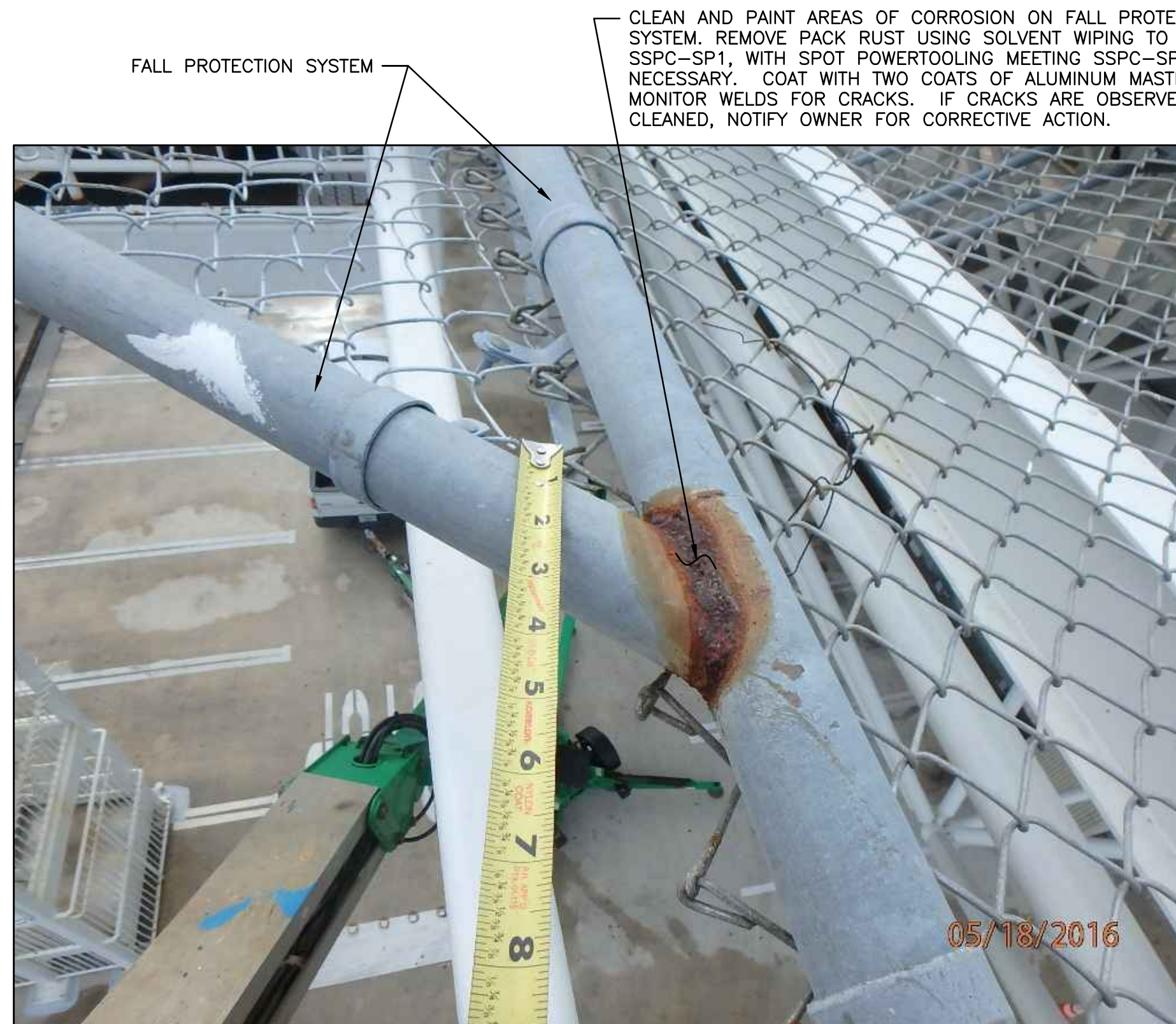
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CAD FILE: 12205-S08-DETL  
DRAWING FILE NO. 4-139-42

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3250 WEST COMMERCIAL BLVD., SUITE 100  
FORT LAUDERDALE, FLORIDA, 33309  
T: 954.535.1876 F: 954.233.4953  
CA# 4213

100% SUBMITTAL

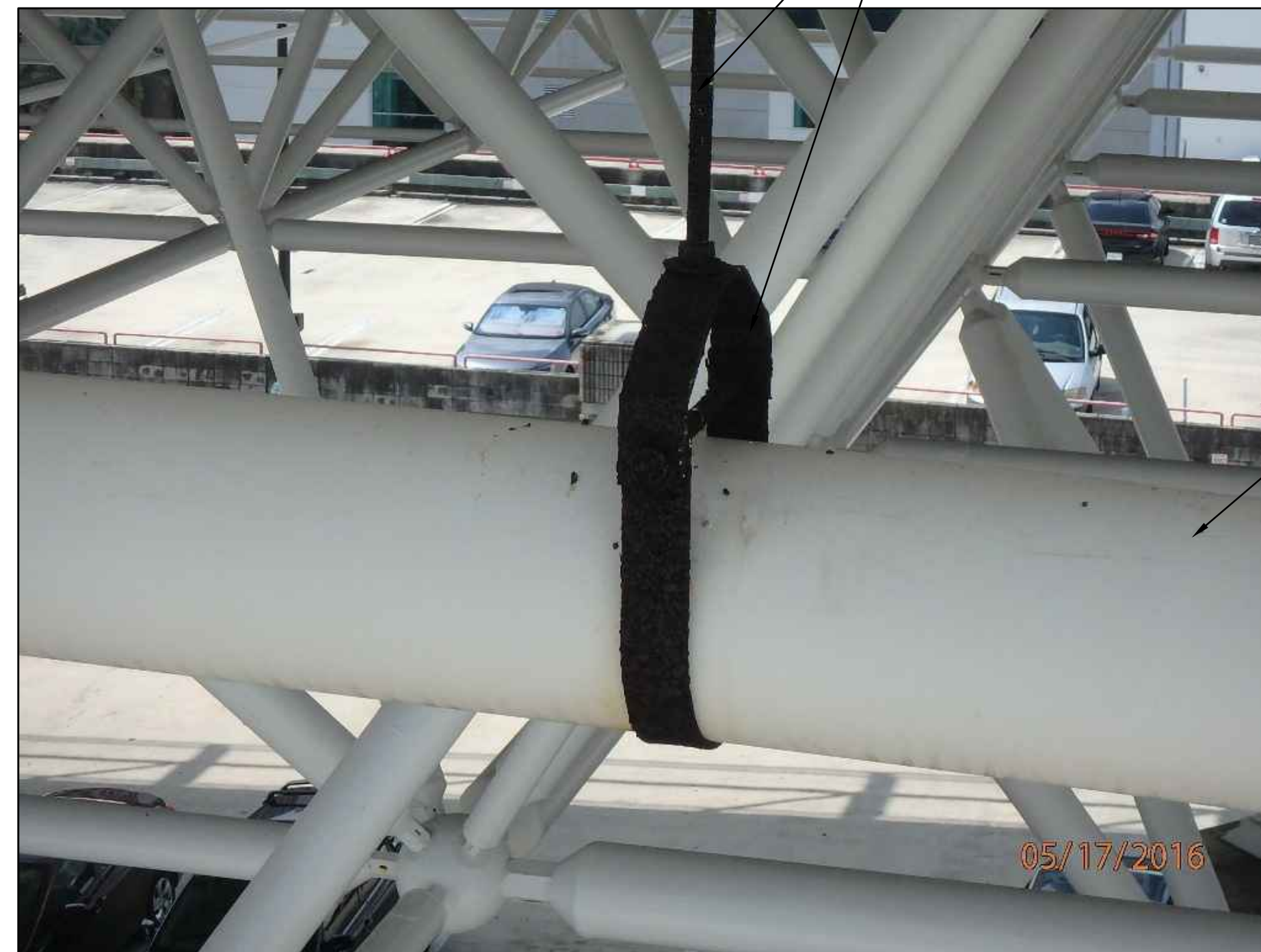
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FALL PROTECTION SYSTEM

CLEAN AND PAINT AREAS OF CORROSION ON FALL PROTECTION SYSTEM. REMOVE PACK RUST USING SOLVENT WIPING TO MEET SSPC-SP1, WITH SPOT POWERTOOLING MEETING SSPC-SP15 WHERE NECESSARY. COAT WITH TWO COATS OF ALUMINUM MASTIC EPOXY PRIMER MONITOR WELDS FOR CRACKS. IF CRACKS ARE OBSERVED ONCE AREAS ARE CLEANED, NOTIFY OWNER FOR CORRECTIVE ACTION.

FALL PROTECTION SYSTEM PHOTO  
N.T.S. 1  
S09



PVC DRAIN PIPE

REPLACE ALL EXISTING PIPE HANGERS AND THREADED ROD WITH NEW STAINLESS STEEL 304 PIPE HANGERS, THREADED ROD, AND CONNECTIONS TO HELIPORT BELOW. SYSTEM SHALL BE DESIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA. SUBMIT SIGNED AND SEALED CALCULATIONS TO ENGINEER FOR INFORMATION ONLY

**GENERAL NOTES:**

1. SEE S02 FOR ADDITIONAL NOTES.
2. RECOMMENDED REPAIRS LISTED ON THIS SHEET ARE BASED ON THE RECOMMENDATIONS GIVEN IN THE "HELISTOP INSPECTION REPORT" BY HDR, DATED 06/24/16.
3. CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL REPAIR PROCEDURES, AND PRODUCTS SHOWN ON THIS PAGE PRIOR TO CONSTRUCTION.

DRAIN PIPE PHOTO  
N.T.S. 2  
S09



EXISTING GUTTER

REPLACE CORRODED SECTIONS OF GUTTER. SECTIONS SHALL BE 10' MINIMUM LENGTHS

GUTTER PHOTO  
N.T.S. 3  
S09



EXISTING LIGHTING

REMOVE LIGHTING BELOW HELISTOP, INCLUDING ALL BRACKETS AND HARDWARE

DRAIN PIPE PHOTO  
N.T.S. 2  
S09

State of Florida  
Professional Engineer  
License No. 78675  
  
M. ERIC MARTIN

DATE:	06/09/16
DRAWN BY:	PJD
DESIGNED BY:	SCALE: N/A
MEM:	
CHECKED BY:	RM
FIELD BOOK:	

**CITY OF FORT LAUDERDALE**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHK'D	REVISIONS	
				DESCRIPTION	REVISED SHEET PER
1	07/01/16		RM		CITY COMMENTS

PROJECT # 12205  
DOWNTOWN HELISTOP IMPROVEMENTS  
DETAILS

SHEET NO.	OF
<b>S09</b>	<b>9</b>
TOTAL:	12
CAD FILE:	12205-S09-PHOTO
DRAWING FILE NO.	4-139-42

100% SUBMITTAL

CALL 48 HOURS BEFORE YOU DIG  
IT'S THE LAW! DIAL 811  
Know what's below. Call before you dig.  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.  
CALL 48 HOURS BEFORE DIGGING  
FAA FACILITIES 954-356-7212

**HDR**  
HDR ENGINEERING, INC.  
3250 WEST COMMERCIAL BLVD., SUITE 100  
FORT LAUDERDALE, FLORIDA, 33309  
T: 954.535.1876 F: 954.233.4953  
CA# 4213

## Question and Answers for Bid #663-11781 - Downtown Helistop Improvements (P12205)

### Overall Bid Questions

There are no questions associated with this bid.