

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

---

**BID/EVENT NO. 281**

**PROJECT NO. P12663**

**Mills Pond Park Improvements**



**Dylan Kennedy**  
**Senior Procurement Specialist**  
E-mail: [dkennedy@fortlauderdale.gov](mailto:dkennedy@fortlauderdale.gov)

## TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
<b>I. BID INFORMATION</b>	
Invitation to Bid .....	ITB-1
Instruction to Bidders .....	IB-1
General Conditions .....	GC-1
Special Conditions .....	SC-1
<b>II. CONSTRUCTION AGREEMENT (SAMPLE) .....</b>	<b>C-1</b>
<b>III. GENERAL REQUIREMENTS</b>	
Section 01001 – General Requirements.....	GR-2
Section 01005 – Technical Provisions.....	GR-10
Section 01010 – Summary of Work.....	GR-16
Section 01025 – Measurement and Payment.....	GR-25
Section 01031 – Alteration Project Procedures .....	GR-30
Section 01040 – Coordination .....	GR-37
Section 01045 – Cutting and Patching .....	GR-48
Section 01050 – Project Management .....	GR-51
Section 01060 – Regulatory Requirements & Permits.....	GR-58
Section 01070 – Abbreviations of Institutions.....	GR-59
Section 01090 – Reference Standards.....	GR-63
Section 01152 – Applications for Payment.....	GR-66
Section 01230 – Alternates .....	GR-69
Section 01311 – Construction Progress Documentation .....	GR-71
Section 01312 – Field Engineering.....	GR-77
Section 01340 – Submittal Procedures .....	GR-79
Section 01380 – Construction Photographs .....	GR-86
Section 01400 – Quality Control.....	GR-88
Section 01410 – Testing Laboratory Services .....	GR-97
Section 01505 – Mobilization .....	GR-100
Section 01510 – Temporary Utilities.....	GR-101
Section 01520 – Construction Aids .....	GR-104
Section 01530 – Protection of Existing Facilities .....	GR-106
Section 01550 – Site Access and Storage .....	GR-111
Section 01560 – Temporary Controls.....	GR-114
Section 01570 – Traffic Regulations.....	GR-124
Section 01590 – Project Sign .....	GR-126
Section 01600 – Material and Equipment.....	GR-129
Section 01710 – Cleaning .....	GR-134
Section 01720 – Project Record Documents.....	GR-136
Section 01780 – Contract Closeout.....	GR-139
<b>IV. TECHNICAL SPECIFICATIONS</b>	
Section 000107 Seals Page .....	TS-2
<b>DIVISION 02 – EXISTING CONDITIONS</b>	
Section 024119 – Selective Demolition .....	TS-7

## **DIVISION 03 – CONCRETE**

Section 032000 – Concrete Reinforcement.....	TS-14
Section 033000 – Cast-In-Place Concrete .....	TS-19

## **DIVISION 04 – MASONRY**

Section 042200 – Concrete Unit Masonry .....	TS-44
Section 044313.16 – Adhered Stone Masonry Veneer.....	TS-59

## **DIVISION 05 – METALS**

Section 051200 – Structural Steel Framing .....	TS-69
Section 055000 – Metal Fabrications .....	TS-89

## **DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

Section 061000 – Rough Carpentry .....	TS-96
Section 061600 – Sheathing .....	TS-104

## **DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

Section 072100 – Thermal Insulation .....	TS-108
Section 072713 – Modified Bituminous Sheet Air Barriers .....	TS-111
Section 074113.16 – Standing-Seam Metal Roof Panels .....	TS-120
Section 074646 – Fiber-Cement Siding.....	TS-132
Section 076200 – Sheet Metal Flashing and Trim .....	TS-137
Section 079200 – Joint Sealants .....	TS-148

## **DIVISION 08 – OPENINGS**

Section 081113 – Hollow Metal Doors and Frames.....	TS-155
Section 083113 – Access Doors and Frames .....	TS-163
Section 083313 – Coiling Counter Doors .....	TS-166
Section 083323 – Overhead Coiling Doors .....	TS-172
Section 085113 – Aluminum Windows .....	TS-179
Section 087100 – Door Hardware .....	TS-188
Section 089119 – Fixed Louvers.....	TS-191

## **DIVISION 09 – FINISHES**

Section 092216 – Non-Structural Metal Framing.....	TS-197
Section 092900 – Gypsum Board.....	TS-204
Section 096723 – Resinous Flooring.....	TS-211
Section 099114 – Exterior Painting (MPI Standards).....	TS-218
Section 099124 – Interior Painting (MPI Standards).....	TS-224
Section 099600 – High-Performance Coatings (MPI Standards).....	TS-231

## **DIVISION 10 – SPECIALTIES**

Section 101400 – Signage .....	TS-236
Section 102800 – Toilet, Bath, and Laundry Accessories.....	TS-248
Section 104413 – Fire Protection Cabinets .....	TS-253
Section 104416 – Fire Extinguishers.....	TS-257

## **DIVISION 22 – PLUMBING**

Section 220517 – Sleeves and Sleeve Seals for Plumbing Piping.....	TS-261
Section 220523.12 – Ball Valves for Plumbing Piping .....	TS-266
Section 220529 – Hangers and Supports for Plumbing Piping and Equipment.....	TS-270
Section 220719 – Plumbing Piping Insulation .....	TS-275
Section 221116 – Domestic Water Piping .....	TS-284
Section 221119 – Domestic Water Piping Specialties .....	TS-295
Section 221316 – Sanitary Waste and Vent Piping .....	TS-300
Section 221319 – Sanitary Waste Piping Specialties .....	TS-309
Section 221319.13 – Sanitary Drains .....	TS-314
Section 221323 – Sanitary Waste Interceptors.....	TS-318
Section 223600 – Water Heaters .....	TS-320

## **DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**

Section 230529 – Hangers and Supports for HVAC Piping and Equipment .....	TS-322
Section 230546 – Coatings for HVAC .....	TS-328
Section 230548.13 – Vibration Controls for HVAC .....	TS-331
Section 230713 – Duct Insulation.....	TS-335
Section 230719 – HVAC Piping Insulation .....	TS-340
Section 232300 – Refrigerant Piping.....	TS-347
Section 233113 – Metal Ducts .....	TS-357
Section 233300 – Air Duct Accessories .....	TS-367
Section 238126 – Split-System Air-Conditioners .....	TS-373

## **DIVISION 26 – ELECTRICAL**

Section 260010 – Supplement Requirements for Electrical.....	TS-379
Section 260100 – Electrical, General Requirements .....	TS-396
Section 260519 – Low-Voltage Electrical Power Conductors and Cables .....	TS-405
Section 260526 – Grounding and Bonding for Electrical Systems.....	TS-410
Section 260529 – Hangers and Supports for Electrical Systems.....	TS-418
Section 260533 – Raceways and Boxes for Electrical Systems .....	TS-423
Section 260533.13 – Conduits for Electrical Systems .....	TS-434
Section 260533.16 – Boxes and Covers for Electrical Systems .....	TS-448
Section 260543 – Underground Ducts and Raceways for Electrical Systems .....	TS-458
Section 260553 – Identification for Electrical Systems .....	TS-465
Section 260573.13 – Short-Circuit Studies.....	TS-471
Section 260923 – Lighting Control Devices.....	TS-477
Section 262213 – Low-Voltage Distribution Transformer.....	TS-483
Section 262416 – Panelboards .....	TS-490
Section 262726 – Wiring Devices .....	TS-498
Section 262726.31 – General Grade Single Straight-Blade Receptacle .....	TS-502
Section 262726.33 – General-Grade Duplex Straight-Blade Receptacles .....	TS-505
Section 262726.37 – Receptacles With ARC-Fault and Ground-Fault Protective Devices .....	TS-510
Section 262726.39 – Locking Receptacles.....	TS-515
Section 262813 – Fuses .....	TS-519
Section 262816 – Enclosed Switches and Circuit Breakers.....	TS-523
Section 264113 – Lighting Protection for Structures.....	TS-527
Section 264313 – Surge Protection for Low-Voltage Electrical Power Circuits .....	TS-531
Section 265119 – LED Interior Lighting.....	TS-535
Section 265213 – Emergency and Exit Lighting .....	TS-545

Section 265619 – LED Exterior Lighting.....TS-554

**DIVISION 27 – COMMUNICATIONS**

Section 270528 – Pathways for Communications Systems.....TS-563  
Section 270536 – Cable Trays for Communications Systems.....TS-572  
Section 271100 – Communications Equipment Room Fittings.....TS-578  
Section 271300 – Communications Backbone Cabling.....TS-583  
Section 271500 – Communications Horizontal Cabling.....TS-597

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

Section 283111 – Digital Addressable Fire Alarm System.....TS-608

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

Section 321724 – Pavement Markings.....TS-626

**DIVISION 33 – UTILITIES**

Section 330501 – Trenching.....TS-628  
Section 330502 – Buried Piping Installation.....TS-648  
Section 330503 – Valves and Miscellaneous.....TS-659  
Section 334101 – Storm Drainage Facilities.....TS-663  
Section 334102 – Exfiltration Trench Drains.....TS-669

**V. DRAWINGS..... See INFOR Attachments**

Cover Sheet.....  
Index Sheet.....G001  
Signature Sheet.....G002  
Site Data Tables.....G003  
  
Key Plan.....G101

**SURVEY**

Survey General Information.....V001  
Survey Site Plan.....V101-V109  
Survey Tree Table.....V110

**DEMOLITION**

Landscape Demolition and Tree Protection Plans.....DL101-DL110  
Tree Protection Notes and Details.....DL201  
Tree Disposition Table.....DL202

**CIVIL**

Civil General Notes.....C001  
Paving, Grading and Drainage Plans.....C101-C109  
Grading and Drainage Details.....C110  
Drainage Structure Table & Details.....C111  
Erosion Control Plans.....C201-C209

Erosion Control Notes and Details .....	C210
Utility Plans .....	C301-C303
Water & Sewer Details .....	C304
Autoturn Access for Boat Ramp .....	C401
Pavement Marking Plans .....	C501-C502
Pavement Marking Notes and Details .....	C503

**SITE / LANDSCAPE**

Landscape General Notes .....	L001
Landscape Site Plans .....	L101-L110
Site Plan Enlargement .....	L121
Landscape Site Details .....	L201-L205
Planting Plans .....	L301-L302
Planting Notes, Details and Schedule .....	L401
Irrigation Site Plans .....	L501-L502
Irrigation Notes and Details .....	L503

**STRUCTURAL**

Design Criteria, Symbols and Abbreviations .....	S001
Foundation Plan .....	S101
Buildings Roof Framing Plan .....	S102
Canopy Roof Framing Plan .....	S103
Typical Details .....	S531
Typical Details .....	S541

**ARCHITECTURAL**

Code Information, General Notes and Symbols Legend .....	A001
Architectural Abbreviations .....	A002
Life Safety Plan .....	A101
Overall Site Plan .....	A102
Concessions Building Floor Plan .....	A201
Prefab Restroom Floor Plan .....	A202
Overall Roof Plan .....	A203
Overall Reflected Ceiling Plan .....	A204
Enlarged Restroom Plans and Elevations .....	A301
Finish Floor Plan .....	A302
Overall Elevations .....	A401-A402
Concession Building Elevations .....	A403
Restroom Building Elevations .....	A404
Prefab Overall Elevations .....	A405
Overall Building Sections .....	A501
Wall Sections – Concession Building .....	A502
Wall Sections – Restroom Building .....	A503
Details .....	A601
Mounting Heights and Clearances .....	A701
Door Schedule .....	A702
3D Building Views .....	A801

**PLUMBING**

Plumbing General Notes .....	P001
Sanitary Floor Plan .....	P201

Water Floor Plan .....	P202
Plumbing Roof .....	P203
Plumbing Risers .....	P300
Plumbing Details .....	P400

**MECHANICAL**

Mechanical General Notes .....	M001
Mechanical Floor Plan .....	M101
Mechanical Coordination ISO .....	M201
Mechanical Schedules .....	M301
Mechanical Details .....	M401

**ELECTRICAL**

Abbreviations, General Notes, and Lighting Fixture Schedule .....	E001
Legends .....	E002
Partial Electrical Site Demolition Plan – Area 03 .....	ED103
Electrical Overall Site Plan .....	E100
Partial Electrical Site Plan - Area 01 .....	E101
Partial Electrical Site Plan - Area 03 .....	E103
Partial Electrical Site Plan - Area 07 .....	E107
Partial Electrical Site Plan - Area 08 .....	E108
Partial Electrical Site Plan - Area 09 .....	E109
Partial Electrical Site Plan - Area 10 .....	E110
Electrical Grounding Plan .....	E201
Electrical Lighting Protection Plan .....	E202
Concession Building Lighting Floor Plan .....	E301
Concession Building Lighting Calculations Floor Plan .....	E302
Concession Building Power Floor Plan .....	E401
Concession Building Technology Floor Plan .....	E501
Concession Building Fire Alarm Floor Plan .....	E601
Details .....	E701-703
Details - Fire Alarm .....	E704-E705
Single Line Diagram - Concessions .....	E801
Single Line Diagram - Food truck & parking .....	E802
Electrical Elevations .....	E810
Panel Schedules .....	E901-E902
Partial Electrical Site Plan - Area 01 Lighting Calculations .....	E910

**SIGNAGE AND WAYFINDING**

Signage and Wayfinding General Notes .....	W001
Graphic Standards .....	W002
Standard Finishes .....	W003
Overall Sign Location Plan .....	W101
Sign Location Plan Enlargement .....	W102
Sign Location Plan Enlargement .....	W103
Sign Location Plan Enlargement .....	W104
Sign Location Plan Enlargement .....	W106
Sign Location Plan Enlargement .....	W110
Sign Location Plan Enlargement .....	W111
Concession Building Sign Location Plan .....	W201
Restroom Building Sign Location .....	W202

Sign Type A1-C Double Sided Side A .....	W301
Sign Type A1-C Double Sided Side B .....	W302
Sign Type A1-C Double Sided Detail Drawing .....	W303
Sign Type A1-C Double Sided Detail Drawing .....	W304
Sign Type A2-C.....	W305
Sign Type A2-C Detail Drawing.....	W306
Sign Type B1 Double Sided .....	W307
Sign Type B1 Detail Drawing .....	W308
Sign Type E1 .....	W309
Sign Type E1 Detail Drawing .....	W310
ADA Signage Sign Type G1-G8.....	W401

**VI. REQUIRED FORMS** ..... See INFOR Attachments

**NOTE:** The following documents (Required Forms) are available electronically for completion and **must** be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

- Affidavit of Compliance with Foreign Entity Laws
- City of Fort Lauderdale Bid Certification
- Contractor Payment Method
- Contractor’s Certificate of Compliance with Non-Discrimination Provisions of the Contract
- E-Verify Affirmation Statement
- Non-Collusion Statement
- Questionnaire Sheet
- Specific References Form
- Trench Safety



## INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **June 10, 2024**, and opened online immediately thereafter for **BID/EVENT NO. 281, PROJECT NO. P12663, Mills Pond Park Improvements**.

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

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 Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). This project is located at 2201 NW 9th Ave, Fort Lauderdale, FL 33311. The work to be accomplished under this contract includes but is not limited to concessions and restrooms improvements such as demolition, excavation, foundations, slabs on grade, CMU installation, stone veneer, steel columns and beams, metal roof, roof decking, gutter, downspouts, ridge vents, counter, overhead and TV roll-up and exterior doors, windows, flooring, fiber cement board ceiling, paint. Concessions plumbing improvements such as new water and sanitary lines, grease trap, equipment, and fixtures. Concessions HVAC improvement such as duct work, exhaust fans, a/c units, access panels, dampers. Concessions electrical improvements such as rough-in, receptacles, panels, transformers, fire alarm control panel and detectors, lights, ceiling fans, wall mounted sensors. Site improvements including but not limited to erosion control including silt fence, wind screens, inlet protection, construction access. Additional site improvements include clearing and grubbing, cut & fill grading, demolition and removal of existing trees, canopy, table and grill, concrete and wood decking, pavers, bike rack, flagpole, fencing. Installation of ADA picnic tables and grills, trash receptacles, SOD, irrigation, traffic and parking signs, concrete pads, and sidewalks. Other site utility improvements such as electrical conduits, wires and pull boxes, HDEP water service pipes, PVC sanitary laterals, backflow preventors and enclosures, water meter, catch basins, exfiltration trenches, inlets, manholes, swale and SOD restoration. Installation of new fencing, gates, and bleachers. Alternate contract works include but is not limited to playground, blue area parking, boat ramp, basketball and red area event stage improvements.

**Drawing Plans:** This Project consists of Drawings, 171 sheets. Drawing plans may be obtained free of charge at the City's online strategic sourcing platform.

**Licensing Requirements:** Possession of a Florida Certified General Contractor License or a Florida Certified Building Contractor License is required for this Project.

**OR**

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

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

**Pre-Bid Meeting/Site visit:** There will not be a pre-bid meeting and/or site visit for this Invitation to Bid. It will be the sole responsibility of the bidder to inspect the City's location(s)/facilities and become familiar with

the scope of the City's requirements and systems prior to submitting a bid. 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 bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

**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 offer.

**Bid Bonds:** Bidders can submit bid bonds in **four** different ways.

- 1) Bidders may submit bid bonds **electronically** directly through the City's online strategic sourcing platform using **Surety 2000**.
- 2) Bidders may **upload** their original executed bid bond on the City's online strategic sourcing platform to accompany their electronic bids and **mail** the original, signed and sealed hard copy to the Finance Department, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **within five (5) business days** after bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 3) Bidders can **hand deliver** their original, signed and sealed bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, **before the time of bid opening**, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **deliver** their original, signed and sealed bid bond to the Finance Department, Procurement Services Division, 101 NE 3rd Ave, Suite 1650, Fort Lauderdale, Florida 33301-1016, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope. **NOTE: Bond must be received in Procurement and time stamped before bid opening.**

It will be the sole responsibility of the bidder to ensure that its 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 THE CITY'S ONLINE STRATEGIC SOURCING PLATFORM.**

**Certified Checks, Cashier's Checks and Bank Drafts:** These **CANNOT** be submitted via the City's online strategic sourcing platform, 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, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that its bid bond or other bid security is received by the Procurement Services Division before the 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 Q&A platform provided on the City's online strategic sourcing platform. 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. **Bidders 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 bidder 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 – <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>  
For general inquiries, please call (954) 828-5933.

## 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 bid 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.

CONCERNING SUB-CONTRACTORS, SUPPLIERS, AND OTHERS: The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder shall, with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

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 or City staff shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES: Any inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired by the bidder, in writing, at least ten (10) days prior to the time set for opening bids. After bids 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 the City's online strategic sourcing platform. 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 addenda have been issued in the City's online strategic sourcing platform.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify in the City's online strategic sourcing platform that it 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 BIDS: Each bid and its accompanying statements **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. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents

created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

The bid 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 bid. No bid 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 made payable to the City of Fort Lauderdale, or a bid bond in favor of the City of Fort Lauderdale shall accompany each bid as evidence of the good faith and responsibility of the bidder. The amount of the check or bond shall be retained by the City as liquidated damages in the event the bidder whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this Invitation to Bid.

The bid bond or check shall be a guarantee that the successful bidder will promptly execute a contract satisfactory to the City for the work solicited in this Invitation to Bid and furnish good and sufficient bonds.

Following the full execution of a contract for the work solicited in this Invitation to Bid and the successful bidder's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful bidder's bid will be refunded to the successful bidder, or in the event bid security was provided by a bond, the bond accompanying the successful bidder's bid will be returned to the successful bidder. In the event the successful bidder fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the City provides notice to the successful bidder to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale, or in the case of a check, the City shall retain the amount of the check, as liquidated damages. The City's retention of such amount shall not be construed as a penalty or forfeiture.

**FILLING IN BIDS:** All prices must be electronically submitted in the bid pages, and bids must fully cover all items for which prices are asked and no other. 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 bid. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

**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 services and shall provide the City prices on such additional items or services. 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 cost to the City for approval prior to proceeding with the work.

**TERMINATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**CAUSES FOR REJECTION:** No bid will be canvassed, considered or accepted which, in the opinion of the City 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 bid 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 bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid 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 bids and to waive such technical errors as may be deemed best for the interests of the City.

**BID PROTEST PROCEDURE:** Any 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: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's website at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ART\\_VFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ART_VFI_DIV2PR_S2-182DIREPRAWINAW)

**WITHDRAWALS:** Any bidder may, without prejudice to himself, withdraw its bid at any time prior to the expiration of the time during which bids 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 bid. After expiration of the period for receiving bids, no bids 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 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 responsive and responsible, 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.

**DRAWING PLANS:** This Project consists of Drawing File No. 4 (dated 03/22/2023), 6 sheets. Drawing plans may be obtained free of charge at the City's online strategic sourcing platform.

**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 (2022), 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 (2022), 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 hold 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.

**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 (2022).

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. The City reserves the right to include or not include alternate bid items in award.

LOCAL BUSINESS PREFERENCE: Not applicable to this solicitation.

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE: Not applicable to this solicitation.

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.

LOBBYING ACTIVITIES: ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office at 1 East Broward Blvd., Suite 444, Fort Lauderdale, FL 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

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.

**[INTENTIONALLY LEFT BLANK]**



## GENERAL CONDITIONS

**Unless otherwise modified in the Project's 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 bid 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.

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

"Contractor" – shall mean the successful Bidder who has been employed by the City to perform the construction and related 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. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

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

"Engineer" - shall include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a City employee or a consultant hired by the City.

"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 a professional designated by the City to manage the Project under the supervision and direction of the Public Works Director or designee.

"Public Works Director" – shall mean the Public Works Director of the City of Fort Lauderdale.

"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 Project Manager.

"Sub-contractor" - 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, field conditions, 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.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

**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 Contractor 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. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
2. 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
3. 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

4. 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.

If a proposed substitution is approved by the Project Manager, 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 – CONSTRUCTION RESOURCES** – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

**GC - 05 - CONTROL OF THE WORK** - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager 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 Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be 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 Project Manager 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 Project Manager, 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 Project Manager, as will ensure 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.

**GC - 06 - SUB-CONTRACTOR** - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of its Sub-contractors 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 sub-contractor 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 sub-contractor or other person, or organization, except as may otherwise be required by law.

**GC - 07 - QUANTITIES** - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall 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 Project Manager 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 Public Works Director 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 - 08 - 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 - 09 - PERMITS AND PROTECTION OF PUBLIC** – Permits on file with the City and/or those permits to be obtained by the Contractor, 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.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and City construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

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 to all affected parties prior to proceeding with the Work.

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.

**GC - 10 - DISEASE REGULATIONS** - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager 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 - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA** - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

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

**GC - 13 - SAFEGUARDING MARKS** - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks 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 Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

**GC - 14 - RESTROOM FACILITIES** - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the City.

**GC - 15 - PROGRESS MEETINGS** - Weekly Status meetings will be conducted with representatives from the City and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

**GC - 16 - ISSUE RESOLUTION** - Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.

**GC - 17 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION** - Prior to commencing work, Contractor shall provide to the City a list of all personnel and sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

**GC - 18 - POST-CONSTRUCTION SURVEY** - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

**GC - 19 - KEY PERSONNEL** - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type of work.

**GC - 20 - EXISTING UTILITY SERVICE** - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

**GC - 21 - 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 - 22 - 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 bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

**GC - 23 - ACCIDENTS** - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aid 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 Project Manager 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 - 24 - 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 - 25 - 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 the cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the City's satisfaction.

**GC - 26 - SITE CLEANUP AND RESTORATION** – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the City.

**GC - 27 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY** – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

**GC - 28 - PLACING BARRICADES AND WARNING LIGHTS** - The Contractor shall furnish and place, at Contractor's 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 Project Manager 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 - 29 - TRAFFIC CONTROL** - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

**GC - 30 - COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its 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 its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.

**GC - 31 - 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 - 32 - PROHIBITION AGAINST CONTRACTING WITH 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, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2022), 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 (2022), as may be amended or revised, 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 (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

**GC - 33 - 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 - 34 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** 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 Bidder’s response to the Solicitation purporting to require confidentiality of any portion of the Bidder’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 Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder’s response to the Solicitation constitutes a Trade Secret. The City’s determination of whether an exemption applies shall be final, and the bidder 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. In addition, the bidder agrees to defend, indemnify, and hold harmless the City and the City’s officers, employees, and agents, against any loss or damages



incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Bids purporting to be subject to copyright protection in full or in part will be rejected. The bidder authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone Number:** (954) 828-5002

**Mailing Address:** City Clerk's Office  
1 East Broward Boulevard, Suite 444,  
Fort Lauderdale, FL 33301

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

**Contractor shall:**

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**[INTENTIONALLY LEFT BLANK]**

## **SPECIAL CONDITIONS**

### **01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firms, hereinafter referred to as the Contractor, Bidder, or Proposer, to provide construction services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

This project is located at 2201 NW 9th Ave, Fort Lauderdale, FL 33311. The work to be accomplished under this solicitation includes but is not limited to concessions and restrooms improvements such as demolition, excavation, foundations, slabs on grade, CMU installation, stone veneer, steel columns and beams, metal roof, roof decking, gutter, downspouts, ridge vents, counter, overhead and TV roll-up and exterior doors, windows, flooring, fiber cement board ceiling, paint. Concessions plumbing improvements such as new water and sanitary lines, grease trap, equipment, and fixtures. Concessions HVAC improvement such as duct work, exhaust fans, a/c units, access panels, dampers. Concessions electrical improvements such as rough-in, receptacles, panels, transformers, fire alarm control panel and detectors, lights, ceiling fans, wall mounted sensors. Site improvements including but not limited to erosion control including silt fence, wind screens, inlet protection, construction access. Additional site improvements include clearing and grubbing, cut & fill grading, demolition and removal of existing trees, canopy, table and grill, concrete and wood decking, pavers, bike rack, flagpole, fencing. Installation of ADA picnic tables and grills, trash receptacles, SOD, irrigation, traffic and parking signs, concrete pads, and sidewalks. Other site utility improvements such as electrical conduits, wires and pull boxes, HDEP water service pipes, PVC sanitary laterals, backflow preventors and enclosures, water meter, catch basins, exfiltration trenches, inlets, manholes, swale and SOD restoration. Installation of new fencing, gates, and bleachers. Alternate contract works include but is not limited to playground, blue area parking, boat ramp, basketball, and red area event stage improvements.

### **02. TRANSACTION FEES**

The City uses the [City's on-line strategic sourcing platform](#) INFOR, 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 its bid is submitted electronically through the [City's on-line strategic sourcing platform](#), and that any bid security reaches the City of Fort Lauderdale, Procurement Services Division, 101 North East 3<sup>rd</sup> Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, 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 SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.** In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

### **04. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Dylan Kennedy, **Senior Procurement Specialist**, at [dkennedy@fortlauderdale.gov](mailto:dkennedy@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors. Please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this ITB.

**05. CONTRACT TIME**

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **FOURTEEN (14)** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **FOUR HUNDRED TWENTY-FIVE (425)** 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 **FOUR HUNDRED FIFTY-FIVE (455)** calendar days after the date of the Contract Time commences to run as provided in the Notice to Proceed.

**06. 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, shall accompany each offer.

**07. REQUIRED LICENSES/CERTIFICATIONS**

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

Florida Certified General Contractor License

or

Florida Certified Building Contractor

or

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

**Note: Contractor must have proper licensing and shall submit evidence of same with its bid response.**

**08. SPECIFIC EXPERIENCE REQUIRED**

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The contractor shall have at least five (5) years previous construction experience in constructing additions/modifications to existing public buildings and/or facilities in the State of Florida within the last ten (10) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

**NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.**

***By signing this bid solicitation, contractor is affirming that this expertise will be provided for this Contract at no additional charge.***

**09. 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 City's permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of the City's permit fees required for project completion.

<b>Allowances</b>	<b>Allowance Amount</b>
Unforeseen Conditions	\$75,000.00
Permit fee allowance	\$15,000.00
Testing Allowance	\$10,000.00
<b>TOTAL:</b>	<b>\$100,000.00</b>

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

Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, as respects to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for contractual liability, independent contractors, and contain no exclusions for explosion, collapse, or underground.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Crane and Rigging Liability (if applicable)

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Agreement.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations

of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

**Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

**Asbestos Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

**Hazardous Waste Transportation Coverage**

Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

**Disposal Coverage**

Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

**Professional Liability and/or Errors and Omissions** (if any architectural or engineering services)

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

**Property Coverage (Builder's Risk)**

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

**Insurance Certificate Requirements**

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability/Errors and Omissions.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, Florida, 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the

expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**Bond Requirements**

This Agreement is required to be bonded pursuant to Section 255.05, Florida Statutes, and Contractor shall furnish Payment and Performance bonds on the City's standard form covering the full and faithful performance of the Agreement for construction and the payment of obligations arising hereunder.

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Agreement.

If the Surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida Statutes, the Contractor shall within five (5) days thereafter substitute surety.

**Loss Control/Safety**

Precaution shall be exercised at all times by Contractor for the protection of all persons, including employees, and property. Contractor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from Contractor to the City.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.**

**A Sample Insurance Certificate shall be included with the bid 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.**

**11. PERFORMANCE AND PAYMENT BOND: \_\_\_\_\_ 100%**

**12. CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as Alex Torres, whose address is 701 S. Andrews Avenue, Fort Lauderdale, FL 33316, telephone number: (954) 828-6231, and email address is [atorres@fortlauderdale.gov](mailto:atorres@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.

**13. 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 **Seven Hundred Fifty Dollars (\$750.00)** 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.

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

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both the 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, Contractor 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. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

**15. WORK SCHEDULE (including overtime hours):**

Regular work hours: **8:00 am to 4:30 pm, Monday through Friday.**

City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

**16. INSPECTION OVERTIME COST:** \$100/hr.

**[INTENTIONALLY LEFT BLANK]**

CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and \_\_\_\_\_, a Florida company/corporation (“Contractor”), (“Party” or collectively “Parties”);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid Event No. 281, Project Number P12663, 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 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 – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample 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 written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

- 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, 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, 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 amount established in the bid submittal and award by the City’s City Commission, as may be amended by Change Order.
- 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 – 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.
- 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-workdays 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 condition’s precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 Plans – The official graphic representations of this Project that are a part of 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 construction project described in the Contract Documents, including the Work described therein.
- 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 a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when written notice is provided by the City to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the project is substantially completed, the City will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **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:

Mills Pond Park Improvements  
ITB Event No. 281 Project No. P12663

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

### PROJECT DESCRIPTION

This project is located at 2201 NW 9th Ave, Fort Lauderdale, FL 33311. The work to be accomplished under this solicitation includes but is not limited to concessions and restrooms improvements such as demolition, excavation, foundations, slabs on grade, CMU installation, stone veneer, steel columns and beams, metal roof, roof decking, gutter, downspouts, ridge vents, counter, overhead and TV roll-up and exterior doors, windows, flooring, fiber cement board ceiling, paint. Concessions plumbing improvements such as new water and sanitary lines, grease trap, equipment, and fixtures. Concessions HVAC improvement such as duct work, exhaust fans, a/c units, access panels, dampers. Concessions electrical improvements such as rough-in, receptacles, panels, transformers, fire alarm control panel and detectors, lights, ceiling fans, wall mounted sensors. Site

improvements including but not limited to erosion control including silt fence, wind screens, inlet protection, construction access. Additional site improvements include clearing and grubbing, cut & fill grading, demolition and removal of existing trees, canopy, table and grill, concrete and wood decking, pavers, bike rack, flagpole, fencing. Installation of ADA picnic tables and grills, trash receptacles, SOD, irrigation, traffic and parking signs, concrete pads, and sidewalks. Other site utility improvements such as electrical conduits, wires and pull boxes, HDEP water service pipes, PVC sanitary laterals, backflow preventors and enclosures, water meter, catch basins, exfiltration trenches, inlets, manholes, swale and SOD restoration. Installation of new fencing, gates, and bleachers. Alternate contract works include but is not limited to playground, blue area parking, boat ramp, basketball and red area event stage improvements.

- 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 all personnel employed. 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 Alex Torres, whose address is 701 S. Andrews Avenue, Fort Lauderdale, FL 33316, telephone number: (954) 828-6231, and email address is [atorres@fortlauderdale.gov](mailto:atorres@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.

### **ARTICLE 4 – CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement between the City and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets [ ] to [ ] inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number \_\_\_\_\_ through \_\_\_\_\_, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.

- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid Event No. 281, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid Event No. 281, dated \_\_\_\_\_.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 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.

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

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated \_\_\_\_\_, and any attachments.
- f. Invitation to Bid Event No. 281, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid Event No. 281, dated \_\_\_\_\_.
- h. Schedule of Values.
- i. 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, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

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 **FOURTEEN (14)** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **FOUR HUNDRED TWENTY-FIVE (425)** 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 **FOUR HUNDRED FIFTY-FIVE (455)** 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 \$ [REDACTED], 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 items 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 for 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-five percent (95%) 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 five percent (5%) 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 (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor 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. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.8 Payment Card Industry (PCI) Compliance:

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

## 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, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and 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 within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it 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 on its own, 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 Bid Price and that the Project can be completed for the Bid 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 it 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 it 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 Agreement in accordance with Article 17.
- 8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement 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 materials 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 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform 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. For any overtime inspection required by City personnel, 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., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** 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 itself to indemnify and hold 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 bids. 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 in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, 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, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.
- 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, and the 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 its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of 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 properties and areas 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 accumulation 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.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

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, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, 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 it 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 purpose, such acts or circumstances shall include, but not be limited



to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, 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 sub-contractors, 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 ninety-six (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 it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement 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 shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 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.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **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: 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 (2022), 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.

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.

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:

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor’s insurance coverage shall be primary insurance for all applicable policies, as respects to the City’s interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor’s liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City’s Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- \$2,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for contractual liability, independent contractors, and contain no exclusions for explosion, collapse, or underground.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Crane and Rigging Liability (if applicable)

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

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

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Agreement.

#### Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves

hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

#### Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

#### Hazardous Waste Transportation Coverage

Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

#### Disposal Coverage

Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

#### Professional Liability and/or Errors and Omissions (if any architectural or engineering services)

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

#### Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability/Errors and Omissions.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

#### The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, Florida, 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage

exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Bond Requirements:

This Agreement is required to be bonded pursuant to Section 255.05, Florida Statutes, and Contractor shall furnish Payment and Performance bonds on the City's standard form covering the full and faithful performance of the Agreement for construction and the payment of obligations arising hereunder.

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Agreement.

If the Surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida Statutes, the Contractor shall within five (5) days thereafter substitute surety.

Loss Control/Safety:

Precaution shall be exercised at all times by Contractor for the protection of all persons, including employees, and property. Contractor shall comply with all laws, regulations, or

ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from Contractor to the City.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN “ADDITIONAL INSURED” ON REQUIRED LIABILITY POLICIES.**

**A Sample Insurance Certificate shall be included with the bid 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.**

## **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 Project Manager 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 Paragraphs 11.2.1 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 it 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 Contract's 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, suppliers, employees or laborers; (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, 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 trials 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 (2022), as may be amended or revised, 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 fully executed 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 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 an approved and fully executed 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.

## ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by an approved and fully executed 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 therefore 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, pandemics, act of Governmental Authority, state of emergency, 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 Agreement, 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 **Seven Hundred Fifty Dollars (\$750.00)** 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 makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, 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.



- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, 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.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 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 notice 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 below in Section 17.5.
  - 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 Contactor 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 Contactor 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 Agreement 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 accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

- 17.6 Where the Contractor's service has 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 City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor 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.
- 18.1.3 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:

Alex Torres  
Project Manager  
701 S. Andrews Avenue  
Fort Lauderdale, FL 33316  
Telephone: (954) 828-6231  
E-mail: [atorres@fortlauderdale.gov](mailto:atorres@fortlauderdale.gov)

with copies to:

City Manager  
City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

and

City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd, Suite 1605  
Fort Lauderdale, FL 33301-1016

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 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 (2022), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; 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; WAIVER OF JURY TRIAL**

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **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 as independent contractor 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 Prohibition Against Contracting With 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, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2022), 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 (2022), as may be amended or revised, 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 (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, 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 (2022), as may be amended or revised, 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.

22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Not applicable

22.11 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, FL 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.12 Non-Discrimination: The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.13 E-Verify: As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be



considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

**[INTENTIONALLY LEFT BLANK]**

**CITY**

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

CITY OF FORT LAUDERDALE, a Florida municipal  
corporation

By: \_\_\_\_\_  
GREG CHAVARRIA  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form and correctness:  
Thomas J. Ansbro, City Attorney

By: \_\_\_\_\_  
PATRICIA SAINTVIL-JOSEPH  
Assistant City Attorney

**CONTRACTOR**

WITNESSES:

CONTRACTOR.,  
a Florida company/corporation.

\_\_\_\_\_

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

\_\_\_\_\_

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

Print Name

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

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Print Name

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

Secretary

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, (NAME OF AUTHORIZED OFFICER) as \_\_\_\_\_ (TITLE OF AUTHORIZED OFFICER), for \_\_\_\_\_ (NAME OF COMPANY), a Florida \_\_\_\_\_ (TYPE OF COMPANY).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

# GENERAL REQUIREMENTS

## Mills Pond Park Improvements



## SECTION 01001 - GENERAL REQUIREMENTS

### PART 1 - PROJECT DESCRIPTION

#### 1.1 GENERAL

- A. A brief description of the Work is stated in the INVITATION TO BID. To determine the full scope of the project or any particular part of the project, coordinate the applicable information in these Contract Documents and review the available project drawings.
- B. The Work under this Contract shall be performed by the Contractor as required by the City of Fort Lauderdale (City). Work will be authorized by a Notice to Proceed (NTP) issued to the Contractor. The Contractor shall complete all work within the number of calendar days stipulated in the Contract unless an extension in the time of completion is granted by the CITY'S PROJECT MANAGER, as stated in the Instructions to Bidders. Upon satisfactory completion of the work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all work done.
- C. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.
- D. The Contractor shall become familiar with the existing operating conditions of the City's water system, sewage transmission system and pumping stations and take such into consideration in planning and scheduling work. No extra claims shall be made for work required to achieve conditions beyond those obtainable under normal operation of the existing transmission, collection and pumping facilities necessary to accomplish the Work.
- E. Contractor shall be required to submit a Maintenance of Traffic (MOT) plan for work in the county and state highways and City streets. Contractor shall coordinate with MOTs for nearby or highway work and obtain approval for all traffic control as required by the permits contained elsewhere in this Section.

### PART 2 - SEQUENCE OF OPERATIONS

#### 2.1 SCHEDULING

- A. General: Prepare and submit schedule in accordance with the provisions of Section 01311 "Construction Progress Documentation".
- B. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the CITY'S ENGINEER to develop an approved work schedule, which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times and at no additional cost to the City. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.
- C. No work shall be started until the Contractor has received Manufacturer's approved shop drawings, established material/delivery dates for all equipment, and received approval

of the construction schedule from the ENGINEER. The Contractor shall have sufficient manpower, equipment, and material to complete the project.

- D. No work shall commence without express consent of the CITY'S ENGINEER.
- E. If a privately owned staging area is required, no work shall commence until approval of the facility is obtained from City Planning and Zoning in accordance with Section 47-19.2 of the Unified Land Development Regulations. Submit a copy of the approval and agreement to the CITY'S ENGINEER.

## 2.2 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization shall be included in the lump sum price indicated in the Proposal for the project.

## 2.3 COORDINATION

- A. Contractor shall coordinate of separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the CITY'S ENGINEER.

## 2.4 OPERATION OF EXISTING SYSTEM PROHIBITED

- A. At no time is the Contractor to undertake to close off any utility lines or open valves or take any other action, which would affect the operation of existing systems. The City's operations crew will operate all valves. Provide at least one business day notice to City prior to any operations.

## PART 3 - SITE CONDITIONS

### 3.1 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions, the character 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 this Contract.
- B. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract; and (2) the Contract expressly provides that the responsibility therefore is assumed by the City.

### 3.2 INFORMATION ON SITE CONDITIONS

- A. General: Information obtained by the CITY'S ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, as applicable, and similar data will be available for inspection at the office of the CITY'S ENGINEER upon request. Such information is offered as supplementary information only. The CITY'S ENGINEER does not assume any responsibility for the completeness or interpretation of such supplementary information.

### 3.3 UTILITIES

- A. The Contractor shall be responsible for determining and/or confirming, at his cost, the locations of all utilities within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.
- B. The Contractor shall contact potentially affected utilities as provided in Section 01060 "Regulatory Requirements & Permits".
- C. The Contractor shall contact Sunshine State One Call at 811 or visit [www.callsunshine.com](http://www.callsunshine.com) at least 2 business days (10 business days for water crossings) prior to any excavation and make arrangements for locating all utilities in the project area.

### 3.4 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to utilities, telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor with the owner of the utility affected.
- B. Notify all utility offices, which are affected by the construction operation at least 2 business days in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage, which may result from the construction operations under this Contract.
- D. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the Work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. In the event the Contractor encounters water service lines or sewer laterals that interfere with trenching, he may, by obtaining prior approval of the property owner, and the CITY'S ENGINEER, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.

- G. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the City's Engineer.
- H. Telephone and communications drops and signal systems may extend throughout the project area. Properly located cable, conduit, interface equipment, pull or junction boxes and other signal or systems equipment damaged by the Contractor shall be replaced at the Contractor's expense.
  - 1. Damaged cable shall be replaced as an entire run, from junction box to junction box.
  - 2. Notify Broward County Engineering two business days in advance of the need to remove traffic detection loops.
  - 3. Contractor shall verify marked cables and signal systems prior to excavation.

### 3.5 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the City. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the City of any damaged underground structure, and make repairs or replacements before backfilling.
- C. Without additional compensation, the Contractor may remove and shall replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the Contractor's operations.

### 3.6 EASEMENTS AND WORK ON PRIVATE PROPERTY

- A. Where portions of the work are located on public or private property, easements and permits will be obtained by the City, except as otherwise noted in these Specifications. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the City. It shall be the Contractor's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The Contractor shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the City or street rights-of-way, shall be the responsibility of the Contractor as specified herein. The Contractor shall provide immediate notice to the owner of any damage to fencing and provide temporary fencing as required to provide a functionally similar level of security. The Contractor shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the City's Engineer, the Contractor will be required to furnish the City with written releases from property owners or public agencies where side agreements or special easements have been made by the Contractor or where the Contractor's



operations, for any reason, have not been kept within the construction right-of-way obtained by the City or the street right-of-way.

- B. The Contractor shall be responsible for all damage to private property where work related activities have occurred without proper easement or authorization. The City may withhold payment to the Contractor pending resolution of any claims by private owners.
- C. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the Contractor shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.
- D. Prior to removing an existing structure or item, provide written notice to the Owner at least 14 days in advance of the anticipated removal.
- E. The Contractor shall not engage in private construction activities within the project area without the presence of a contract with the private owner of the property containing a hold harmless clause protecting the City from any and all damages that occur during the performance of the privately authorized work.

## PART 4 - SAFETY AND CONVENIENCE

### 4.1 SAFETY AND ACCESS

- A. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the City's Engineer.
- B. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained, and in a fully operational state at all times.
- C. The Contractor shall notify all residences and businesses of planned construction at least 5 (five) business days prior to the start of work in the block where they are located. Such notices shall be brochures or door-hangers with sufficient information to describe the extent and duration of the planned work. Notification activities shall be coordinated with the CITY'S ENGINEER.
- D. Homeowners and business owners shall be provided reasonable access. The Contractor shall provide temporary sidewalks, bridges or driveway access, including safe passage over open excavations as required.

### 4.2 ACCIDENT REPORTS

- A. In addition, the Contractor must promptly report in writing to the CITY'S ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the ENGINEER.

- B. If a claim is made by anyone against the contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the CITY'S ENGINEER, giving full details of the claim.

#### 4.3 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the work, and the Contractor shall provide proper facilities for such access and inspection.

#### 4.4 PROTECTION OF PROPERTY

- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least two business days in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 2 hours, unless the Contractor has made special arrangements with the affected persons.
- B. The Contractor shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the CITY'S ENGINEER, and the City.

#### 4.5 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

#### 4.6 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the Owner's approval of MOT plan. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. MOT plans that result in restricted access for emergency vehicles must be submitted and approved 2 weeks prior to the proposed closing with separate and specific notification made to the ENGINEER to provide for appropriate agency coordination.
- B. The Contractor shall leave a night emergency telephone number or numbers with the police department, the Engineer, and the Owner, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.
- C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the U.S. Postal Service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

## PART 5 - PRESERVATION, RESTORATION, AND CLEANUP

### 5.1 SITE RESTORATION AND CLEANUP

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the Work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace excavated areas, raked and graded to conform to their original contours.

### 5.2 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain. Grassed areas shall be restored as specified.

### 5.3 HISTORIC PRESERVATION

- A. The Contractor shall coordinate with the historic preservation representative supplied by the owner for initial excavation operations. If the project work should uncover prehistoric or historic artifacts associated with Native American cultures, early colonial cultures, or American settlements, all project activities in the area shall cease immediately.
- B. All such discoveries shall be reported to the Division of Historical Resources. Review and Compliance Section at (800) 847-7278.
- C. Project activities in the affected area cannot resume without authorization from the Division of Historic Resources.

## PART 6 - PERMITS

### 6.1 GENERAL

- A. City has prepared the following application for the Contractor to submit and obtain Permit:
  - 1. Need to start dry run process and input master permit number.
- B. Permits to be obtained by the Contractor include, but are not limited to the following:
  - 1. Local, County, and State contracting licenses as required.
  - 2. MOT approval from local, county, and state agencies as required.
  - 3. Broward County Planning and Environmental Regulation Division (BCPERD): Dewatering permit, including National Pollution Discharge Elimination System (NPDES) permit if required.
  - 4. Environmental Recourse Permit if necessary.
- C. The Contractor shall comply with all applicable permit conditions.

**END OF SECTION 01001**

## SECTION 01005 - TECHNICAL PROVISIONS

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. Work under this contract includes furnishing materials, labor, tools equipment, supervision and incidentals necessary to construct infrastructure improvements.

#### 1.2 ITEMS SPECIFIED ON DRAWINGS

- A. Items of material, equipment, machinery and the like may be specified on the Drawings and not in the Technical Specifications. The CONTRACTOR shall provide such items in accordance with the General Notes on the Drawings.

#### 1.3 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- A. After completion of construction, the CONTRACTOR shall provide three (3) sets of signed & sealed. As-Built Drawings with all the As-Built information; all locations, coordinates, dimensions and elevations of the constructed facilities, certified, signed and sealed thereon by a Land Surveyor registered in the State of Florida. All elevations shall refer to N.A.V.D. 88 (North American Vertical Datum of 1988) and all state plane coordinates shall be NAD 83 (with 1990 adjustment). The cost of such field layout and recording work shall be the responsibility of the CONTRACTOR. The As-Built utility information shall meet the requirements of the City of Fort Lauderdale and any other permitting agencies having jurisdiction on this project.

#### 1.4 SALVAGE

- A. Any existing equipment or material, including but not limited to valves, pipes, fittings, couplings, etc., which is removed as a result of construction under this project may be designated as salvage by the CONTRACT ADMINISTRATOR, and if so, shall be delivered clean to the CITY at a location directed by the CONTRACT ADMINISTRATOR. Any equipment or material not worthy of salvaging shall be disposed of by the CONTRACTOR at a suitable location in accordance with all applicable regulations, ordinances and laws at no additional cost to the CITY.

#### 1.5 POWER

- A. The CONTRACTOR shall furnish and pay for all electrical power required for the construction, testing and trial operation, prior to final acceptance by the CITY.

#### 1.6 WATER SUPPLY

- A. All water required for testing, flushing, and construction shall be furnished by the CITY and paid for by the CONTRACTOR. The purchase price shall be the prevailing rate as published by the CITY. The quantity of water used shall be determined by reading the meter at the start and at the finish of construction. The CONTRACTOR shall make all arrangements and incur all expense involved in having the CITY provided with a vacuum relief or backflow preventer which shall meet the requirements of ASA A40.6, latest revision, and the local administrative authority.

## 1.7 MAINTENANCE

- A. The CONTRACTOR shall fully cooperate at all times with the CITY in order to maintain the operation of the existing water and/or sewer system with the least amount of interference and interruption possible. The schedule plans and work of the CONTRACTOR shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.
- B. It may be necessary to interrupt the operation of the existing water and/or sewer system. In all cases where the CONTRACTOR must cause an interruption, CONTRACTOR shall prepare and submit to the CITY'S ENGINEER four (4) working days prior to commencing the work, a complete description of the proposed procedure and a time schedule, which CONTRACTOR will guarantee. At least forty-eight (48) hours prior to the time proposed for starting the work, the CITY'S ENGINEER will notify the CONTRACTOR whether or not the work will be permitted as proposed.
  - 1. The CITY'S ENGINEER reserves the right to require the CONTRACTOR to work 24 hours per day in all cases where, in ENGINEER'S opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.
  - 2. In no case will the CONTRACTOR be permitted to interfere with the existing system until all materials, supplies, equipment, tools and incidentals necessary to complete the work are on the site. Backup equipment on key equipment items shall be required on work necessitating interference with the existing system.

## 1.8 SITE RESTORATION

- A. The CONTRACTOR shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled, or stabilized areas of driveways, and including all obstructions not specifically named herein, shall be repaired, or replaced, as determined by the CITY'S ENGINEER. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

## 1.9 SANITARY FACILITIES

- A. The CONTRACTOR shall provide temporary facilities at the site as directed by the CITY'S ENGINEER.

## 1.10 STANDARDS

- A. Wherever in these TECHNICAL SPECIFICATIONS or in the drawings name and/or number refer to certain standards or regulations, the applicable publication shall be the latest revision thereof. Reference by abbreviation is made in accordance with the Section 01070, "Abbreviations of Institutions."

## 1.11 QUALITY OF ITEMS

- A. All material furnished for this project shall be new and unused. Any material, which has become excessively weathered or damaged since manufacture, shall not be considered

as new. CITY'S ENGINEER shall be the sole judge as to what constitutes excessive weathering or damage.

#### 1.12 TESTING

- A. The City of Fort Lauderdale Engineering Minimum Design and Construction Standards may require that materials and equipment supplied meet given standards and testing to demonstrate conformance to the standards is a part of those standards. The cost of these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.
- B. The CONTRACTOR shall select a recognized, independent testing laboratory to make tests on concrete, asphalt, soils and other materials for the construction phase, to test for conformity with the TECHNICAL SPECIFICATIONS, FDOT and BROWARD COUNTY Construction Standards, and any other applicable testing/Quality control standards as required by all permitting agencies having jurisdiction over this project. The CONTRACTOR shall supply the necessary samples for this testing without cost to the CITY. The costs for actual testing shall be paid by the CONTRACTOR and scheduling of all required tests will be the responsibility of the CONTRACTOR.
- C. Construction in areas where installation and restoration must satisfy the additional requirements of a local, state or federal authority may require testing to demonstrate conformance. The CONTRACTOR shall ascertain the extent of testing required by regulatory agencies within these areas. The CONTRACTOR is responsible for performing such tests, including but not limited to, tests of compaction, and all costs for these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.

#### 1.13 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities must be crossed that the pipe may be deflected up to 75% of the manufacturer's recommended limits, but shall not exceed the allowable limits of the CITY. Adequate cover shall be used to adequately clear the obstruction. However, when in the opinion of the CITY'S ENGINEER, this procedure is not feasible CITY'S ENGINEER may direct the use of fittings to clear a utility crossing as detailed on the Drawings. The cost of such crossing including joint restraints shall be on the basis of the schedule of pay items applied.
- B. Deflections and adjustments of the proposed water and/or sewer mains to avoid all other existing utilities shall be verified/determined in the field during construction.

#### 1.14 BASIS OF MEASUREMENT

- A. Where mains are to be paid for on a unit price per linear foot basis, the number of linear feet will be determined by measurement along the centerline of the pipe in place, including fittings. Square yardage will be determined by the actual number of square yards installed.

#### 1.15 ADJUSTMENT AND RELOCATION OF EXISTING LINES

- A. When the drawings indicate that existing lines must be deflected, the pipe may be deflected up to 75% of the manufacturer's recommended limits but shall not exceed the allowable limits of the CITY. The CONTRACTOR will need to be directed by the ENGINEER. If the ENGINEER determines that the use of new pipe and fittings is required for deflection, the CONTRACTOR will be directed to use this method. The price

for either method shall be based upon the unit prices bid. This does not apply to connections to existing system (Paragraph 1.17, this Section).

#### 1.16 CONNECTION TO EXISTING SYSTEM

- A. The CONTRACTOR shall perform all work necessary to locate, excavate and prepare for connection to the existing mains as shown on the Drawings. The cost of this work and for the actual connection to the existing main shall be based upon the unit prices for installing the pipe and appurtenances and shall not result in any additional cost to the CITY. The cost of ductile iron sleeves shall be included in the fittings unit price.
- B. Additional valves used for the CONTRACTOR's convenience shall not be considered as an extra cost payable by the CITY for the tie-in to the existing system.
- C. During all phases of the work, (i.e. installation, testing and restoration), the CONTRACTOR shall ensure at all times the safe operation of the existing water and/or sewage systems. Service to the customers shall be maintained with the least amount of interference and interruption as possible.

#### 1.17 RELOCATIONS

- A. The CONTRACTOR shall be responsible for the relocation of structures that are shown on the drawings, including, but not limited to, light poles, signs, fences, piping, conduits and drains that interfere with the proposed positioning of the water/sewer mains. The cost of all such relocations shall be included in the prices bid for the appropriate items.

#### 1.18 UTILITIES

- A. Existing utilities are shown on the Drawings insofar as information is reasonably available; however, it will be the responsibility of the CONTRACTOR to preserve all existing utilities whether shown on the Drawings or not. If utility conflicts are encountered by the CONTRACTOR during construction, CONTRACTOR shall give sufficient notice to the CITY so that they may make the necessary adjustments. Damage to any utility, which in the opinion of the CITY is caused by carelessness on the part of the CONTRACTOR, shall be repaired at the expense of the CONTRACTOR.

#### 1.19 GUARANTEE

- A. The CONTRACTOR shall guarantee the equipment, material and labor performed under the Contract against any and all failures in proper use and operation for a period of one (1) year from date of written acceptance by the CITY.
- B. The CONTRACTOR shall also obtain warranties from manufacturers for each piece of equipment furnished so that the manufacturer's warranty fully covers the equipment for a period of one (1) year from the date of written acceptance by the CITY, unless otherwise specified in the specifications.

#### 1.20 PERFORMANCE OF WORK

- A. The CONTRACTOR shall provide all personnel and equipment required to complete all work specified herein and on the Drawings. In an emergency situation, if the CITY determines that it must provide staff and/or equipment to assist the CONTRACTOR in the satisfactory performance of the Contract terms and conditions, the CONTRACTOR at the applicable prevailing wage rates shall reimburse the CITY.



- B. CONTRACTOR shall provide forty-eight (48) hours advance written notice to the CITY for approval of CONTRACTOR'S intention to work overtime on weekdays or to work on the weekends.

#### 1.21 BARRICADING (SAFETY)

- A. The CONTRACTOR shall be responsible for the furnishing and maintaining of all required barricades, either the lighted or the reflector type, to ensure the public's safety during open trench work or for any other potentially unsafe or hazardous construction activities. Barricades shall be located and displayed in conformance with the most stringent regulations required by the governing agencies. All costs for barricading, including any permits, shall be the responsibility of the CONTRACTOR.
- B. All work in public rights-of-way and on private property shall be done in strict compliance with these specifications and Florida Department of Transportation Minimum Standards. Failure to so comply will result in cessation of operations and the removal of project related obstructions from the right-of-way until compliance is achieved.

#### 1.22 EMERGENCY ACCESS AND SECURITY

- A. In order to provide protection to the workers and residents, the CONTRACTOR shall maintain emergency access to the property at all times during construction. These access ways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the CITY with signage indicating that this access way is to be used by emergency vehicles only.
- B. No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the ENGINEER, and it shall be the CONTRACTOR'S responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition, the CONTRACTOR shall provide a security guard at the site whenever the CONTRACTOR'S personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operating pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the CONTRACTOR shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The CONTRACTOR shall maintain and keep all safety barricades, signage, flashers, and detours, in operating condition. A copy of the approved MOT plans, and details, shall be on site at all times.
- C. All roads are to be maintained during the described construction as to always allow Emergency Access. This item will be paid for under the bid item for Mobilization as named in the Bid Schedule.

#### 1.23 VIBRATORY COMPACTION

- A. The use of vibratory compaction equipment shall be limited to a total gross weight of three (3) tons. The use of vibratory equipment shall be limited to compacting backfill of utility trenches and subgrade of paved areas only. If approved in writing by the

ENGINEER, larger vibratory compaction equipment may be allowed if operated in a static mode only.

1.24 REPORTING OF DAMAGE CLAIMS

- A. The CONTRACTOR shall keep the CITY informed of any damage claims made against the CONTRACTOR during the construction period. All claims for automobile damage, property damage/bodily injury will be reported to the CONTRACT ADMINISTRATOR within 24 hours of receipt of notice. CONTRACTOR will conduct a timely investigation of the claim and determine if they will honor the claim and/or report to their insurance carrier. CONTRACTOR will advise the City of Fort Lauderdale in writing of their decision/referral to carrier.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01005**

## SECTION 01010 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SCOPE

##### A. Section Includes:

1. Project information.
2. Notice to Bidders.
3. Site Investigation.
4. Work By Others.
5. Work Sequence.
6. Work Schedule.
7. Computation Of Contract Time.
8. Contractor Use of Premises.
9. Pre-Construction Conference.
10. Utility Locations.
11. Line And Grade.
12. Protection And Restoration of Survey Monuments.
13. Equipment.
14. Storage Sites.
15. Ownership Of Existing Materials.
16. Excess Material.
17. Audio-Visual Preconstruction Record.
18. Environmental Protection.
19. Maintenance And Protection of Traffic
20. Maintenance And Protection of Existing Drainage System
21. Application For Payment for Stored Materials
22. Special Conditions for Construction by Other Agencies.
23. Specification and Drawing conventions.

#### 1.2 PROJECT INFORMATION

##### A. Project Identification: Parks Bond and Parks Master Plan Design Implementation Services.

1. AECOM Project No. 60667503 Task Order No.6 - for the following parks:
  - a. Bayview (P12645).
  - b. Florence Hardy (P12651).
  - c. Mills Pond(P12663).
2. AECOM Project No. 60667539 - Task Order No.7 for the following parks:
  - a. Bass (P12644).
  - b. Hortt (P12655).
  - c. Riverside (P12668).
3. AECOM Project No. 60672854 – Task Order No. 8 - for the following parks:
  - a. Annie Beck (P12643).
  - b. Dottie Mancini (P12649).
  - c. Warfield (P12680).

4. AECOM Project No. 60672929 – Task Order No.12 – for Carter Park.
  5. AECOM Project No. 60686375 – Task Order No.13 - Holiday Park Design (P12633).
- B. Owner: Fort Lauderdale Public Works Department.
1. Owner's Representative: Marc Isaac.
- C. Architect: AECOM Technical Services, Inc..
1. Architect's Representative: Maria Rivera and John Crumpton.
- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
1. HAMMOND & ASSOCIATES.
  2. BCC ENGINEERING.
  3. CURTIS+ROGERS.
  4. PDS.
  5. GEOSOL.
  6. CORRADINO GROUP.

### 1.3 NOTICE TO BIDDERS

- A. The successful bidder, in order to be considered responsive, must possess the appropriate License as described in the Contract Documents.
- B. It should also be noted that the successful bidder will, at the time of the pre- construction conference, be required to show that each of the CONTRACTOR'S subcontractors is in compliance with the City's Code of Ordinances.

### 1.4 SITE INVESTIGATION

- A. The CONTRACTOR, by virtue of signing the Contract, acknowledges that CONTRACTOR and all subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; disposal, handling and storage of materials; access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate the site conditions shall not be grounds for additional compensation.
- B. Soil boring information will not be furnished to the CONTRACTOR. The CONTRACTOR, by virtue of signing the Contract, acknowledges that CONTRACTOR and subcontractors have satisfied themselves as to the nature and extent of soil and (underground) water conditions on the project site. No additional payment will be made to the CONTRACTOR because of differences between actual conditions and those shown by the boring logs.

### 1.5 WORK BY OTHERS

- A. Concurrent Work by Other CONTRACTORS. The CONTRACTOR'S attention is directed to the fact that other CONTRACTORS may conduct work at the site during the performance of the WORK under this Contract. The CONTRACTOR shall conduct its operations so as to cause little or no delay to WORK of such other CONTRACTORS, and shall cooperate fully with such CONTRACTORS to provide continued safe access

to their respective portions of the site, as required to perform work under their respective contracts.

- B. Interference with Work on Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

#### 1.6 WORK SEQUENCE

- A. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of the parking and park facilities, roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, television and telephone. Prior to commencing with the WORK, CONTRACTOR shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities" and shall have obtained all required permits and permissions, CONTRACTOR shall also deliver written notice to the CITY, ENGINEER, ARCHITECT and property occupants (private and public) of all planned disruption to roadway, driveways, temporary displacement of fences, mailboxes, street signs and traffic signs, and utilities 72 hours in advance of disruption.

#### 1.7 WORK SCHEDULE

- A. Time is of the essence in completing this project. Because time is of the essence the CONTRACTOR shall commit the necessary resources to this project to complete it in a timely manner. Those resources may include multiple working crews, working overtime, etc. Because time is of the essence, the CONTRACTOR'S construction progress will be monitored closely on a weekly basis. The Construction progress will be measured with the construction schedule submitted by the CONTRACTOR. If the ENGINEER/ARCHITECT determines that the CONTRACTOR does not meet the Critical Path Method (CPM) as specified in Section 01311 "Construction Progress Documentation", the CONTRACTOR will be required to commit those resources necessary to ensure the completion of the project in a timely manner including working overtime, adding other work crews, etc. All costs incurred to implement measure to complete the work in timely manner will be borne by the CONTRACTOR at no additional cost to the OWNER.

#### B. REQUIRED PERIODS OF WORK SUSPENSION

- 1. CONTRACTOR shall shut down operations for all City Holidays, terminating production work by noon on the day preceding the holiday (or the weekend before said holiday) and not resuming operations until the start of the following week (or the day after the holiday, whichever is later). The CONTRACTOR shall ensure that the site is restored per Sections 01001 and 01010 and all areas that are off limits to the public will be clearly delineated and protected. For a full list of holidays, please refer to the City; however these include, but are not limited to New Year's Eve and Day, Martin Luther King's Birthday, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas.

2. The CONTRACTOR shall include these provisions in the schedule required in 01311 "Construction Progress Documentation" and there shall be no additional time granted for these work suspensions.
3. No additional compensation shall be granted for demobilization, cleaning and remobilization as a result of these work suspensions.
4. During the work suspensions, the CONTRACTOR shall remain liable for the safety and security of the project site and be available 24 hours per the Contract Documents. CONTRACTOR shall have personnel visit the site daily during these suspensions to ensure the safety and security of the site.

C. SCHEDULE

1. CONTRACTOR shall submit scheduling information for the work as required in Section 01311 "Construction Progress Documentation".
2. No separate payment shall be made for preparation and/or revision of the schedule.

- D. On-Site Work Hours: Work hours shall be defined at the pre-construction meeting and shall comply with all permit conditions. Except otherwise indicated, work shall be performed during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Also, contractor must be aware of both residential and commercial surroundings (traffic and operations).

1.8 COMPUTATION OF CONTRACT TIME

- A. It is the CONTRACTOR'S responsibility to provide clear and convincing documentation to the ENGINEER/ARCHITECT as to the effect additional work will have with respect to additional contract time extension that may be justified. If additional quantities of work can be carried out concurrent with other existing construction activities without disrupting the critical path of the project, then no contract time extension will be granted. The CONTRACTOR is obligated to provide documentation to the ENGINEER/ARCHITECT if additional elements of work affect the critical path of the project. If work set forth in the original scope of the project is deleted, the contract time may be reduced. This contract is a calendar day contract. While the CONTRACTOR may be granted time to suspend work operations for vacations or holidays, contract time will not be suspended. During suspensions, the CONTRACTOR shall be responsible for all maintenance of traffic and liability without additional compensation from the CITY.

1.9 CONTRACTOR USE OF PREMISES

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations. The CONTRACTOR will arrange for storage of materials and a copy of an agreement for use of other property shall be furnished to the ENGINEER/ARCHITECT.

1.10 PRE-CONSTRUCTION CONFERENCE

- A. After the award of Contract, a Pre-construction Work Conference will be held between the CONTRACTOR, the ENGINEER/ARCHITECT, the CITY, other interested Agencies, representatives of Utility Companies and others affected by the work. The ENGINEER/ARCHITECT will set the time and place of this conference. The CONTRACTOR shall bring to the conference a copy of the proposed work schedule for the approval by the ENGINEER/ARCHITECT of the proposed methods and manner of

executing the work including sequences of operation and time schedule. The work shall be performed in accordance with such schedule or approved amendments thereto.

#### 1.11 UTILITY LOCATIONS

- A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, the CITY does not guarantee that all lines are shown, or that said lines are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities and damages suffered as a result thereof.
- B. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. The CONTRACTOR shall pay for relocation of water mains or other utilities for the convenience of the CONTRACTOR. The CONTRACTOR shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the utility company involved.
- C. The CONTRACTOR shall schedule and coordinate their work in such a manner that they are not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- D. All overhead, surface, and underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be tolerated. The CITY reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the ENGINEER.
- E. The CONTRACTOR should be aware of the Sunshine State One Call Center, which has a free locating service for CONTRACTORS and excavators. Within forty-eight hours before excavating, dial toll free 1-800-432-4770, and a locator will be dispatched to the work location. CONTRACTOR shall reasonably notify other utility companies not notified by Sunshine State One Call Center.
- F. The permits listed below will be obtained for the project by the CITY prior to beginning construction. The CONTRACTOR is responsible for compliance with any and all permit conditions. In the event that the CITY must obtain permits in addition to those listed below, the CONTRACTOR shall not have any claim for damages arising from any delay caused by the CITY'S obtaining said additional permits.
  - 1. TBD
- G. Permits to be obtained by the CONTRACTOR include, but are not limited to the following:
  - 1. Local, county and State contracting licenses.

#### 1.12 LINE AND GRADE

- A. The ENGINEER has provided vertical and horizontal control for layout of the work in the form of benchmarks and reference points located adjacent to the work. From these controls provided, the CONTRACTOR shall develop and make all detailed surveys needed for construction as-built purposes and shall establish all working points, lines and elevations necessary to perform the work. A Professional Land Surveyor registered in the State of Florida shall supervise this surveying work.

#### 1.13 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The CONTRACTOR shall carefully protect from disturbance all survey monuments, stakes and bench marks, whether or not established by CONTRACTOR, and shall not remove or destroy any surveying point until it has been properly witnessed by the ENGINEER. All major survey monuments that have been damaged by the CONTRACTOR such as section corners, 1/4 section corners; property corners or block control points shall be replaced at the CONTRACTOR'S expense with markers of a size and type approved by the ENGINEER. The replacement shall be under the supervision of a Florida Registered Land Surveyor where directed by the ENGINEER.

#### 1.14 EQUIPMENT

- A. All equipment necessary and required for the proper construction of all facilities shall be on the construction site, in first-class working condition.

#### 1.15 STORAGE SITES

- A. The CONTRACTOR shall furnish, at CONTRACTOR's expense, properly zoned areas suitable for field office, material storage and equipment service and storage. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. The CONTRACTOR shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

#### 1.16 OWNERSHIP OF EXISTING MATERIALS

- A. All materials removed or excavated from the job site shall remain the property of the CITY until released by the Contract Administrator, at which time it shall become the property of the CONTRACTOR, who shall dispose of it in a manner satisfactory to the ENGINEER/ARCHITECT.

#### 1.17 EXCESS MATERIAL

- A. Upon direction of the ENGINEER, all vegetation, debris, concrete or other unsuitable materials shall be disposed of in areas provided by the CONTRACTOR and approved by the ENGINEER. Any excess material desired to be retained by the CITY shall be delivered by the CONTRACTOR to a designated area within a 5-mile radius of the project, at no extra cost to the CITY.

#### 1.18 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. General
  - 1. Prior to beginning the work, the CONTRACTOR shall have a continuous color audio-video recording taken along the entire length of the project to serve as a record of preconstruction conditions. No construction shall begin prior to review



and approval of the video covering the construction area by the ENGINEER/ARCHITECT. The ENGINEER/ARCHITECT shall have the authority to reject all or any portion of the videos not conforming to the specifications and order that it be redone at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. The ENGINEER/ARCHITECT shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

#### 1.19 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall furnish all labor and equipment and perform all work required for the prevention of environmental pollution during and as a result of the work under this contract. For the purpose of this contract, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants. Environmental pollution prevention shall be in accordance with NPDES requirements with no additional cost to the CITY.

#### 1.20 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The CONTRACTOR shall provide all necessary traffic control devices in order to redirect, protect, warn or maintain existing vehicular and pedestrian traffic during the course of construction.
  - 1. Construction Phasing Requirements
    - a. Contractor shall arrange the schedule to maintain minimum of 11' travel lane for each direction at all time.

#### B. TRAFFIC CONTROL

- 1. The CONTRACTOR is required to submit a conceptual Traffic Control Plan at the Pre-Construction Conference. This preliminary plan should identify the phases of construction that the CONTRACTOR plans to proceed with and identify traffic flows during each phase. The ENGINEER will have ten (10) days to notify the CONTRACTOR of any comments. Once the conceptual plan for maintaining traffic has been approved, the CONTRACTOR will be required to submit a detailed plan showing each phase's Maintenance and Protection Plan prior to starting construction of any phase.
- 2. The "Maintenance of Traffic" plan shall include pedestrian traffic as well as vehicular traffic. It shall be the responsibility of the CONTRACTOR for any necessary Construction, Pavement Marking and Signage or any Pedestrian Signalization and/or Signal Modification to accommodate an alternate safe walk route.
- 3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER.
- 4. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practical, be kept in condition for their intended uses. Fire hydrants on or adjacent

to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within twenty (20) feet of any such hydrant.

5. All existing stop and street name signs will be maintained as long as deemed necessary by the ENGINEER.
6. The CONTRACTOR shall furnish a sufficient number of protective devices to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR provides the necessary protection.
7. Any time traffic is diverted for a period of time that will exceed one-work day temporary pavement markings will be required. Existing pavement markings that conflict with the new work zone traffic pattern must be obliterated. Painting over existing pavement markings (black out) is not permitted.

#### 1.21 MAINTENANCE AND PROTECTION OF EXISTING DRAINAGE SYSTEM

- A. It shall be the responsibility of the contractor to maintain positive drainage on the surface and to ensure that the existing underground drainage system continues to function as intended during the construction. The contractor shall follow the plans to ensure that existing catch basins and manholes are being protected during the entire phase of construction.

#### 1.22 APPLICATION FOR PAYMENT FOR STORED MATERIALS

- A. Application for payment for stored materials may not be made by the CONTRACTOR.

#### 1.23 SPECIAL CONDITIONS FOR CONSTRUCTION BY OTHER AGENCIES

- A. It will be the CONTRACTOR'S responsibility to coordinate construction schedules with other contractors so as to minimize disruptions, and inconveniences. The project site shall be safe at all times for construction workers and marina visitors.

#### 1.24 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01010**

## SECTION 01025 - MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. See Section 01340 "Submittal Procedures", and all other references to document submittals. Submittals shall include, but are not limited to:
  - 1. Schedule of Values: Submit schedule on OWNER's form.
  - 2. Application for Payment.
  - 3. Final Application for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Prepare a schedule of values for the Work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:
  - 1. Reflect schedule of values format included in conformed Bid Form.
  - 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
  - 3. Break down by Divisions 2 through 16 with appropriate subdivision of each Specification.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
- E. Summation of the complete schedule of values representing all the Work shall equal the Contract Price.

#### 1.3 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of CONTRACTOR.
- B. Use detailed Application for Payment Form provided by OWNER.
- C. Include accepted schedule of values for each portion of Work and the unit price breakdown for the Work to be paid on unit price basis, and a listing of OWNER-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
  - 1. Round values to nearest dollar.
  - 2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.
  - 3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by OWNER.

1.4 MEASUREMENT - GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by CONTRACTOR and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to CONSTRUCTION MANAGER or OWNER's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by CONSTRUCTION MANAGER. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.
- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the CONSTRUCTION MANAGER.

<u>Item</u>	<u>Method of Measurement</u>
AC	Acre - Field Measure
CY	Cubic Yard - Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each - Field Count
GAL	Gallon - Field Measure
HR	Hour
LB	Pound(s) - Weight Measure by Scale
LF	Linear Foot - Field Measure
LS	Lump Sum - Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton - Weight Measure by Scale (2,000 pounds)

## 1.5 PAYMENT

### A. General:

1. Progress payments will be made monthly.
2. The date for CONTRACTOR's submission of monthly Application for Payment.

## 1.6 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

### A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected or unused material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by OWNER.
6. Material remaining on hand after completion of Work.

## 1.7 MOBILIZATION

- A. See Section 01505 "Mobilization", for payment limitations. All environmental compliance matters except for erosion control system shall be included in Mobilization.
- B. Payment for mobilization will be made at an allowance price named in the Bid Schedule. Payment for mobilization will be made in equal monthly amounts during the duration of the original contract time.

## 1.8 MAINTENANCE OF TRAFFIC (M.O.T.)

- A. See Section 01570 "Traffic Regulations", and all other references to traffic control and maintenance, as well as parking control and maintenance in this document and any regulatory requirements.
- B. Payment for maintenance of traffic will be made at an allowance price named in the Bid Schedule. Payment for maintenance of traffic and parking activities will be made in equal monthly amounts during the duration of the original contract time.

## 1.9 HARDSCAPE DEMOLITION

- A. Measurement for payment to remove and dispose of existing hardscape elements will be based on a lump sum inclusive of all work on the Demolition drawings.
- B. This lump sum for removal and disposal of existing hardscape elements as indicated on the Design Drawings shall constitute full compensation for the removal and disposal of all concrete, asphalt or structures. This includes, but is not limited to sidewalks, curbs, aprons, concrete collars, brick pavers, and all other miscellaneous concrete as directed by the ENGINEER/LANDSCAPE ARCHITECT. Existing structures will not be compensated under this line item.

#### 1.10 PAVING AND DRAINAGE

- A. Measurement for payment to furnish and install drainage structures, inlets or top slabs, connections, and paving in addition to all required connections, modifications and cleaning of drainage facilities will be based on the line items provided for each item of work for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing, modifying or cleaning all drainage appurtenances in the design drawings which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

#### 1.11 WATER AND SEWER

- A. Measurement for payment to furnish and install all water and sewer items will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all water and sewer items shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

#### 1.12 STRUCTURES

- A. Measurement for payment to furnish and install all shade structures and other structures, will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing shade structures and other structures shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

#### 1.13 AMENITIES

- A. Measurement for payment to furnish and install all amenities will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all amenities shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

#### 1.14 LANDSCAPING

- A. Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.15 ELECTRICAL

- A. Measurement for payment to furnish and install all electrical equipment and conduits will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all electrical equipment and conduits shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.16 PERMIT FEES

- A. Measurement for payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance for permit fee amounts shown on the bid schedule is an estimate of permit fees required for the project and is a cost pass through item. The permit fees are based on allowances and OWNER will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the ENGINEER will be paid as part of this bid item.
- B. Because payment for permit fees will be paid as part of this bid item, payment for permit fees will not be paid as part of mobilization.

1.17 CONSIDERATION FOR INDEMNIFICATION (OWNER/ENGINEER)

- A. Measurement for payment for indemnification of the OWNER and ENGINEER/ARCHITECT will be based upon the sum named for such work, all in accordance with the requirements of the contract documents.
- B. Payment will be twenty-five dollars for consideration for indemnification named in the bid schedule and shall constitute full compensation for indemnifying the OWNER and ENGINEER as specified in the contract documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01025**



## SECTION 01031 - ALTERATION PROJECT PROCEDURES

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS

- A. Coordinate work of trades and schedule elements of alterations and renovation work by procedure and methods to expedite completion of the work.
- B. In addition to demolition and that specifically shown, cut, move or remove items necessary to provide access or to allow alterations and new work to proceed. Include such items as:
  - 1. Repair or removal of hazardous or unsanitary conditions.
  - 2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit and wiring.
  - 3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete, shall be removed from the site expeditiously.
  - 4. Cleaning of surfaces and removal of surface finished as needed to install new work and finishes.
  - 5. Protection as required for existing trees to remain.
  - 6. For purposes of all existing underground utilities work, coordinate as required by use of special telephone number shown on engineering drawings.
  - 7. Site storage for all existing benches, signals, signs, light poles, fire hydrants, manhole covers and grates to be relocated.
- C. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a professional transition to adjacent new items of construction.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

#### 1.3 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- C. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- D. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

- E. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- F. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- G. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- H. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- I. Retain: To keep an element or detail secure and intact.
- J. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.4 COORDINATION

- A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.
  - 1. Schedule construction operations in sequence required to obtain best Work results.
  - 2. Coordinate sequence of alteration work activities to accommodate the following:
    - a. Owner's continuing occupancy of portions of existing building.
    - b. Owner's partial occupancy of completed Work.
    - c. Other known work in progress.
    - d. Tests and inspections.
  - 3. Detail sequence of alteration work, with start and end dates.
  - 4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
  - 5. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

#### 1.5 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
  - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, specialists, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
  - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Fire-prevention plan.

- c. Governing regulations.
  - d. Areas where existing construction is to remain and the required protection.
  - e. Hauling routes.
  - f. Sequence of alteration work operations.
  - g. Storage, protection, and accounting for salvaged and specially fabricated items.
  - h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
  - i. Qualifications of personnel assigned to alteration work and assigned duties.
  - j. Requirements for extent and quality of work, tolerances, and required clearances.
  - k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.
3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

#### 1.6 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.
  - 1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed at Project site.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Alteration Work Subschedule:
  - 1. Submit alteration work subschedule within 30 days of date established for commencement of alteration work.
- B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.
- C. Alteration Work Program: Submit 30 days before work begins.
- D. Fire-Prevention Plan: Submit 30 days before work begins.

#### 1.8 QUALITY ASSURANCE

- A. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.

2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- B. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- C. Safety and Health Standard: Comply with ANSI/ASSP A10.6.

#### 1.9 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

#### 1.10 FIELD CONDITIONS

A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of measured drawings and preconstruction photographs.

1. Comply with requirements specified in Section 01380 "Construction Photographs."

B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

#### 1.11 ALTERATIONS, CUTTING AND PROTECTION

A. Assign the work of moving, removal, cutting, patching and protection to trades qualified to perform the work in a manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.

B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.

1. Cut finish surfaces such as paving, masonry, tile, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division.

C. Perform cutting and patching as specified in Section 01045 "Cutting and Patching".

- D. Protect existing finishes, equipment, and adjacent work which are scheduled to remain, from damage.
  - 1. Protect existing and new work from weather and extremes of temperature.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

- A. General Requirements that work be complete:
  - 1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
    - a. Contract Documents will not define products or standards of working conduct present in existing construction; CONTRACTOR shall determine products in inspection and any necessary testing by use of the existing as a sample of comparison.
  - 2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed as necessary to make work complete and consistent to existing identical standards of quality.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  - 3. Erect temporary barriers to form and maintain fire-egress routes.
  - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  - 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
  - 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

### 3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
  - 1. Comply with NFPA 241 requirements unless otherwise indicated.
  - 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
  - 3. If combustible material cannot be removed, provide fire blankets to cover such materials.

### 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

### 3.4 PERFORMANCE

- A. Patch and extend existing work using skilled mechanics who are capable of matching existing quality. Quality of patched or extended work shall be not less than that specified for new work.

### 3.5 DAMAGED SURFACES

- A. Patch and replace any portion of an existing finished surface with the exception of concrete curb or gutter which is found to be damaged, lifted, discolored, or shows other imperfections. Damaged curbing shall be replaced in sections as directed by the engineer.
  - 1. Provide adequate support of substrate prior to patching the finish.
  - 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
  - 3. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.

### 3.6 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or is finished flush with existing work, make a smooth transition. Patched work shall match existing adjacent work in texture and appearance so that the patch of transition is invisible at a distance of five feet.
  - 1. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

### 3.7 CLEANING

- A. Perform periodic and final cleaning as specified in Section 01710.

1. Clean Owner-occupied areas daily.
  2. Clean spillage, overspray, and heavy collection of dust in OWNER occupied areas immediately.
- B. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
- C. At completion of alterations work in each area, provide final cleaning and return space to a condition suitable for use by OWNER.
- 3.8 GENERAL ALTERATION WORK
- A. Have specialty work performed only by qualified specialists.
- B. Ensure that supervisory personnel are present when work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Section 01380 "Construction Photographs."
- D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
1. Do not proceed with the work in question until directed by Architect.

**END OF SECTION 01031**

## SECTION 01040 - COORDINATION

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. Informational
  - 1. Statement of Qualification (SOQ) for land surveyor or civil engineer.
  - 2. Statement of Qualification (SOQ) for professional videographer.
- B. Photographs
  - 1. Color Prints
    - a. Submit two copies within 5 days of being taken.
  - 2. Video Recordings
    - a. Submit two copies within 5 days of being taken.

#### 1.2 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work.
- B. Contact the City of Fort Lauderdale Public Services Department at 954-828-8000 for water and sewer utility locations.
- C. Contact Sunshine State One Call at 1-800-432-4770 at least 2 business days prior to any excavation.
- D. If damage occurs, or if conflicts or emergencies arise during Work, contact the appropriate utility.
  - 1. Electricity Company: Florida Power and Light.
    - a. Contact Person: Trouble Center (or police/fire – 911).
    - b. Telephone: (954)321-2056
  - 2. Telephone Company: AT&T Distribution
    - a. Contact Person: Otis Keeve
    - b. Telephone: 954-723-2540
  - 3. Water and Sewer Department: Fort Lauderdale Public Services Department.
    - a. Contact Person: Emergency Hotline.
    - b. Telephone: 954-828-8000
  - 4. Gas Company: TECO Peoples Gas
    - a. Contact Person: Danny Rivera / Max Chamorro
    - b. Telephone: (954)931-9742 / (954)453-0812
  - 5. Telecom: Comcast.
    - a. Contact: John Matonti
    - b. Telephone: 954-447-8486



6. Telecom: Hotwire
  - a. Contact: Walter Sancho-Davila
  - b. Telephone: 954-699-0900
7. Broward County Traffic Engineering Division (For Traffic Signal Communications Systems Underground Cable and Traffic Loops):
  - a. Contact: Tony Casas
  - b. Telephone: (954)847-2752

### 1.3 PROJECT MEETINGS

#### A. General

1. Contract: Schedule physical arrangements for meetings throughout progress of Work, prepare meeting agenda with City/Construction Manager and Contractor input and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies minutes after each meeting to participants and parties affected by meeting decisions.
2. Representatives of City/Construction Manager, Contractor, and Subcontractors shall attend meetings as needed.

#### B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner/Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Responsibilities and personnel assignments.
  - b. Tentative construction schedule.
  - c. Critical work sequencing and long lead items.
  - d. Designation of key personnel and their duties.
  - e. Lines of communications.
  - f. Use of web-based Project software.
  - g. Procedures for processing field decisions and Change Orders.
  - h. Procedures for RFIs.
  - i. Procedures for testing and inspecting.
  - j. Procedures for processing Applications for Payment.
  - k. Distribution of the Contract Documents.
  - l. Submittal procedures.
  - m. Preparation of Record Documents.
  - n. Use of the premises and existing building.
  - o. Work restrictions.
  - p. Working hours.
  - q. Owner's occupancy requirements.
  - r. Responsibility for temporary facilities and controls.

- s. Procedures for moisture and mold control.
- t. Procedures for disruptions and shutdowns.
- u. Construction waste management and recycling.
- v. Parking availability.
- w. Office, work, and storage areas.
- x. Equipment deliveries and priorities.
- y. First aid.
- z. Security.
- aa. Progress cleaning.

- 1) Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.

- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect/Construction Manager of scheduled meeting dates.
- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. Contract Documents.
  - b. Options.
  - c. Related RFIs.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Possible conflicts.
  - i. Compatibility requirements.
  - j. Time schedules.
  - k. Weather limitations.
  - l. Manufacturer's written instructions.
  - m. Warranty requirements.
  - n. Compatibility of materials.
  - o. Acceptability of substrates.
  - p. Temporary facilities and controls.
  - q. Space and access limitations.
  - r. Regulations of authorities having jurisdiction.
  - s. Testing and inspecting requirements.
  - t. Installation procedures.
  - u. Coordination with other work.
  - v. Required performance results.
  - w. Protection of adjacent work.
  - x. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner/Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of Record Documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for delivery of material samples, attic stock, and spare parts.
    - f. Requirements for demonstration and training.
    - g. Preparation of Contractor's punch list.
    - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - i. Submittal procedures.
    - j. Owner's partial occupancy requirements.
    - k. Installation of Owner's furniture, fixtures, and equipment.
    - l. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner/ Construction Manager, and Architect, 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 meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. 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.
    - a. 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.
- b. 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 use.
  - 8) Temporary facilities and controls.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of Proposal Requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - 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.
- F. Coordination Meetings: Conduct Project coordination meetings at monthly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  1. Attendees: In addition to representatives of Owner/ Construction Manager, and Architect, 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 meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined 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.

- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
- c. Review present and future needs of each contractor 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 use.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of RFIs.
  - 14) Proposal Requests.
  - 15) Change Orders.
  - 16) Pending changes.
- G. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- H. Other Meetings
  - 1. In accordance with the Contract Documents and as may be required by the City and Engineer/Architect.

#### 1.4 FACILITY OPERATIONS

- A. Continuous operation of City's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- B. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of City's operations.
- C. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items to maintain continuous operations of City's facilities.
- D. Do not close lines, open or close valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after authorization by City and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.
- E. Provide 7 days advance written request for approval of need to shut down a process or facility to City/Construction Manager.

- F. Power outages will be considered upon 48 hours written request to City. Describe the reason, anticipated length of time, and areas affected by the outage. Provide temporary provisions for continuous power supply to critical facility components.
- G. Do not proceed with Work affecting a facility's operation without obtaining City's advance approval of the need for and duration of such Work.
- H. Relocation of Existing Facilities:
  - 1. During construction, it is expected that minor relocations of Work will be necessary.
  - 2. If Contractor determines that in order to expedite construction of new water and or sewer mains it would be necessary to temporarily remove and replace existing water services and/or sewer service connections, he will be responsible for the removal and replacement of such service connections at his own cost and effort. The City will not provide additional compensation for any costs associated with such effort. All labor and material costs associated with means and methods of construction will be compensated as part of the bid item(s) cost submitted by the Contractor. Additionally, the Contractor will have to coordinate and inform utility owner(s) and any City resident(s) impacted by such activities and must repair such utilities in a timely manner to minimize disruption of service.
  - 3. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, traffic loop detectors and other necessary items.
  - 4. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
  - 5. Perform relocations to minimize downtime of existing facilities.
  - 6. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by City.

## 1.5 BYPASS PUMPING

- A. Where the Work includes connections or modifications to existing sanitary sewer systems, wastewater flows shall be controlled through the pipeline sections and pump stations where work is being performed. Under no circumstances, can portions of the system be removed from service for periods of time in excess of that approved by the City. The Contractor shall be responsible to assess conditions and capacities of the existing sewer lines and pump stations in order to implement an acceptable bypass plan at no additional cost to the City. Bypass pumping will be required for all sewers and pump station construction that would result in shutdown of existing facilities. The Contractor shall supply the necessary pumps, conduits, and other equipment to not only divert flow around the pump station, manhole, or pipe section in which work is to be performed, but also to transmit the flow in downstream sewer lines and/or pump stations without surcharge. The bypass systems shall be of sufficient capacity to handle existing flows plus additional flows that may occur during periods of high tide or rainfall. Emergency backup pumping capability must be available in addition to the primary bypass system. The Contractor will be responsible for furnishing the necessary labor, power, and supervision to set up and operate the pumping and bypass systems. When pumping is in operation, all engines shall be equipped in a manner to keep the pump noise to a minimum and to comply with applicable noise ordinances.

- B. Contractor shall be responsible for any damage to properties or buildings connected to the sewer system, and to the pipeline, which result from the flow control activities.
- C. Contractor shall submit a bypass pumping plan for all proposed bypass pumping operations.

#### 1.6 PHYSICAL CONDITIONS

- A. Exercise reasonable care to verify locations of existing subsurface structures and underground facilities.
- B. Thoroughly check immediate and adjacent areas subject to excavation by visual examination (and by electronic metal and pipe detection equipment, as necessary) for indications of subsurface structures and underground facilities.
- C. Make exploratory excavations where existing underground facilities or structures may potentially conflict with proposed underground facilities or structures. Conduct exploratory excavations in presence of Engineer and sufficiently ahead of construction to avoid possible delays to Contractor's Work.

#### 1.7 ADJACENT FACILITIES AND PROPERTIES

##### A. Examination

1. After Effective Date of the Agreement and before Work at site is started, Contractor, City/Construction Manager, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations.
2. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.

##### B. Documentation

1. Record and submit documentation of observations made on examination inspections in accordance with paragraphs Construction Photographs and Audio-Video Recordings.
2. Upon receipt, Engineer will review, sign, and return one record copy of documentation to Contractor to be kept on file in field office.
3. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and City.

#### 1.8 CONSTRUCTION PHOTOGRAPHS

- A. Photographically document all unique portions of the construction including tie-ins to existing pipelines or facilities, crossings of existing utilities, buried valve and piping intersections, and other work items that will not otherwise be visible after completion of construction.
- B. Film or file handling and development shall be done by a commercial laboratory.
- C. City and Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.

D. Construction Progress Photos

1. Photographically demonstrate progress of construction, showing every aspect of site and adjacent properties as well as interior and exterior of new or impacted structures.
2. Monthly: Take 24 exposures digital photographs of comparable quality, unless otherwise approved by the PCM.

1.9 AUDIO-VIDEO RECORDINGS

- A. Prior to beginning Work on construction site or of a particular area of the Work, and again within 10 days following date of Substantial Completion, videotape construction site and property adjacent to construction site.
- B. In the case of preconstruction recording, no Work shall begin in the area prior to City/Construction Manager's review and approval of content and quality of video for that area.
- C. Particular emphasis shall be directed to physical condition of existing vegetation, structures, and pavements within pipeline alignment and areas adjacent to and within the right-of-way or easement, and on Contractor storage and staging areas.
- D. City/Construction Manager and Engineer shall have right to select subject matter and vantage point from which videos are to be taken.
- E. Videotaping shall be by a professional commercial videographer, experienced in shooting construction videos.
- F. Video Format and Quality
  1. Video
    - a. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
    - b. Electronically, and accurately display the month, day, year, and time of day of the recording.
  2. Audio
    - a. Audio documentation shall be done clearly, precisely, and at a moderate pace.
    - b. Indicate date, Project name, and a brief description of the location of taping, including
      - 1) Facility name;
      - 2) Street names or easements;
      - 3) Addresses of private property; and
      - 4) Direction of coverage, including engineering stationing, if applicable.
- G. The Following Shall be Included with the Video Documentation
  1. Coverage is required within and adjacent to the rights-of-way, easements, storage, and staging areas where the work is being constructed.
  2. Documentation of the conditions of the adjacent properties or any affected structures as a result of the impending construction.
  3. Certification as to date work done and by whom.



4. All videos shall be keyed to the construction drawings, provided with an index and a written narrative.
- H. Preconstruction and Post-Construction Videos Shall be Submitted as follows:
1. Preconstruction videos shall be presented to the City at the preconstruction conference.
  2. Post-construction videos shall be submitted prior to final project closeout. This submittal is contingent to final payment.
- I. Payment for the work in this Section will be included as part of the lump sum price for mobilization/demobilization.

#### 1.10 REFERENCE POINTS, SURVEYS, AND RECORD DRAWINGS

- A. Location and elevation of benchmarks are shown on Drawings.
- B. Contractor's Responsibilities:
1. Provide all survey efforts required to layout the Work.
  2. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
  3. In event of discrepancy in data or benchmarks, request clarification before proceeding with Work.
  4. Retain a professional land surveyor or civil engineer registered in the State of Florida who shall perform or supervise all surveying necessary for construction staking and layout and obtaining record information for as-built and record drawing preparation.
  5. Maintain complete accurate log of survey Work as it progresses as a Record Document. The Contractor is responsible for the quality control of horizontal location and vertical elevations of the installed project.
  6. On request of City/Construction Manager, submit documentation.
  7. Provide competent employee(s), tools, stakes, and other equipment and materials as City/Construction Manager may require to:
    - a. Establish control points, lines, and easement boundaries.
    - b. Check layout, survey, and measurement Work performed by others.
    - c. Measure quantities for payment purposes.

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

#### PART 3 - EXECUTION

##### 3.1 CUTTING, FITTING, AND PATCHING

- A. Cut, fit, adjust, or patch Work and work of others, including excavation and backfill as required, to make Work complete.
- B. Obtain prior written authorization of Engineer before commencing Work to cut or otherwise alter:
1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.

2. Weather - or moisture-resistant elements.
  3. Efficiency, maintenance, or safety of element.
  4. Work of others.
- C. Refinish surfaces to provide an even finish.
1. Refinish continuous surfaces to nearest intersection.
  2. Refinish entire assemblies.
  3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and Work is evident in finished surfaces.
    - a. Restore existing work, Underground Facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown.
    - b. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.

**END OF SECTION 01040**

## SECTION 01045 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the work or to:
  - 1. Make its several parts fit together properly.
  - 2. Uncover portions of the work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to requirements of Contract Documents.
  - 5. Remove samples of installed work as specified for testing.
  - 6. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

#### 1.3 SUBMITTALS

- A. Submit a written request to ENGINEER well in advance of executing any cutting or alteration, which affects:
  - 1. Work of the OWNER or any separate CONTRACTOR.
  - 2. Structural value of integrity of any element of the project.
  - 3. Integrity of effectiveness of weather-exposed or moisture-resistant elements or systems.
  - 4. Efficiency, operational life, maintenance or safety of operational elements.
  - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
  - 1. Identification of the project.
  - 2. Description of the affected work.
  - 3. The necessity for cutting, alteration or excavation.
  - 4. Effect on work of OWNER or any separate CONTRACTOR, or on structural or weatherproof integrity of project.
  - 5. Description of proposed work
    - a. Scope of cutting, patching, alteration, or excavation.
    - b. Trades who will execute the work.
    - c. Products proposed to be used.
    - d. Extent of refinishing to be done.
  - 6. Alternatives to cutting and patching.
  - 7. Cost proposal, when applicable.
  - 8. Written permission of any separate CONTRACTOR whose work will be affected.

- C. Should conditions of work or the schedule indicate a change of products from original installation, CONTRACTOR shall submit request for substitution as specified in Section 01600 "Material and Equipment".
- D. Submit written notice to ENGINEER designating the date and time the work will be uncovered.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering the work, inspect conditions affecting installation of products, or performance of work.
- C. Report unsatisfactory or questionable conditions affecting installation of products, or performance of work.

### 3.2 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of project from damage.
- C. Provide protection from elements for that portion of the project, which may be exposed by cutting and patching, work, and maintain excavations free from water.

### 3.3 PERFORMANCE

- A. Execute cutting and demolition by methods, which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods, which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
  - 1. Weather-exposed or moisture-resistant elements.
  - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified product, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.
2. For an assembly, refinish entire unit.

**END OF SECTION 01045**

## SECTION 01050 - PROJECT MANAGEMENT

### 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. Special Project Procedures
  - 3. Administrative and supervisory personnel.
  - 4. Requests for Information (RFIs).
- B. Related Sections include the following:
  - 1. Section 01200, "Project Meetings"
  - 2. Section 01311, "Construction Progress Documentation"
  - 3. Section 01340, "Submittal Procedures"
  - 4. Section 01780, "Contract Closeout "

#### 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.
  - 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.
- B. Memoranda:

1. 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.
  - a. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.

C. Administrative Procedures:

1. 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:
  - a. Preparation of Contractor's Construction Schedule.
  - b. Preparation of the Schedule of Values.
  - c. Installation and removal of temporary facilities and controls.
  - d. Delivery and processing of submittals.
  - e. Progress meetings.
  - f. Project closeout activities.

1.5 SUBMITTALS

A. Key Personnel Names

1. Within 5 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site including:
  - a. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers.
  - b. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.6 SPECIAL PROJECT PROCEDURES

A. Discrepancies, Errors

1. 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.
2. 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.

B. Dimensions and Measurements

1. 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.

2. 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.
  3. 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:
1. 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 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.
    - a. 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.
    - b. 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. Plans and Specifications Acknowledgment by Subcontractors and Suppliers
1. All Subcontractors and Suppliers must submit, through the General Contractor to the City's Engineer, a statement on their individual letterhead stationary, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
    - a. Has received or reviewed a FULL set of approved plans and specifications for the project,
    - b. Is aware that items concerning their particular trade may be shown and/or detailed in other trades or sections of the plans and specifications, and
    - c. Will comply with said plans, specifications and all applicable codes and permit requirements.
- E. 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.
- F. The Subcontractor will not be permitted to start work, nor will any Shop drawings/submittals be accepted for review from a supplier until this letter of acknowledgment is received and approved by the General Contractor and City's Engineer. Also, the City will not process any pay request for the work of any Subcontractor or Supplier whose acknowledgment letter is not on file with the City.



## 1.7 COORDINATION DRAWINGS

- A. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
1. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
  2. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
  3. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  4. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
  5. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
  6. Indicate required installation sequences.
  7. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  3. Mechanical Rooms: Provide coordination drawings for mechanical rooms, showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    - c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
  8. Fire-Protection System: Show the following:
    - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
  9. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
  10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01340 "Submittal Procedures."
- C. Coordination Drawing Process: Prepare coordination drawings in the following manner:
1. Schedule submittal and review of Fire Sprinkler, Plumbing, HVAC, and Electrical Shop Drawings to make required changes prior to preparation of coordination drawings.
  2. Commence routing of coordination drawing files with HVAC Installer, who will provide drawing plan files denoting approved ductwork. HVAC Installer will locate ductwork and piping on a single layer, using orange color. Forward drawings to Plumbing Installer.
  3. Plumbing Installer will locate plumbing and equipment on a single layer, using blue color.
  4. Fire Sprinkler Installer will locate piping and equipment, using red color. Fire Sprinkler Installer shall forward drawing files to Electrical Installer.
  5. Electrical Installer will indicate service and feeder conduit runs and equipment in green color. Electrical Installer shall forward drawing files to Communications and Electronic Safety and Security Installer.
  6. Communications and Electronic Safety and Security Installer will indicate cable trays and cabling runs and equipment in purple color. Communications and Electronic Safety and Security Installer shall forward completed drawing files to Contractor.
  7. Contractor shall perform the final coordination review. As each coordination drawing is completed, Contractor will meet with Architect to review and resolve conflicts on the coordination drawings.
- 1.8 REQUESTS FOR INTERPRETATION (RFIs)
- A. General:
1. 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.

- a. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  - b. 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:
- 1. Include a detailed, legible description of item needing interpretation and the following:
    - a. City Project Number
    - b. City Project Name.
    - c. Date.
    - d. Name of Contractor.
    - e. RFI number, numbered sequentially.
    - f. Specification Section number and title and related paragraphs, as appropriate.
    - g. Drawing number and detail references, as appropriate.
    - h. Field dimensions and conditions, as appropriate.
    - i. 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.
    - j. Contractor's signature.
    - k. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
      - 1) Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
    - l. Identify each page of attachments with the RFI number and sequential page number.
- C. Software-Generated RFIs
- 1. Software-generated form with substantially the same content as indicated above.
    - a. Word Template is available upon request from the City's Engineer's Office.
    - b. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Engineer's Action. Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer'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 Engineer's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  - 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.

3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- F. RFI Log.
  1. Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
    - a. Project name.
    - b. Name and address of Contractor.
    - c. RFI number including RFIs that were dropped and not submitted.
    - d. RFI description.
    - e. Date the RFI was submitted.
    - f. Date Engineer's response was received.
    - g. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01050**

## SECTION 01060 - REGULATORY REQUIREMENTS & PERMITS

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall comply with all building codes appropriate to the project, including those of:
  - 1. National Electric Code.
  - 2. Florida Building Code. (Latest Revision)
- B. CONTRACTOR shall comply with these codes, laws, regulations, rules, directives of all agencies, boards, districts, and governmental bodies having jurisdiction.
- C. CONTRACTOR shall obtain and pay the cost of all building permits, fees, tie-in or connection charges associated with the project.
- D. The CONTRACTOR shall obtain construction permits from Broward County Planning and Environmental Regulation Division license(s), Florida Department of Environmental Protection, Fort Lauderdale Building Department and file a NOI with FDEP for NPDES compliance. Fort Lauderdale Building Permit will be available for pickup by CONTRACTOR once Notice to Proceed has been granted.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

#### 1.3 MEASUREMENT AND PAYMENT

- A. CONTRACTOR shall be reimbursed for permit fees as described in Section 01025.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

**END OF SECTION 01060**

## SECTION 01070 - ABBREVIATIONS OF INSTITUTIONS

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these Specifications, the following acronyms or abbreviations, which may appear in these Specifications, shall have the meanings indicated herein.

#### 1.2 ABBREVIATIONS

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers

ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials & Code Administrators International
BCPERD	Broward County Planning and Environmental Regulation Division
BCHCED	Broward County Highway Construction and Engineering Division
BCHD	Broward County Health Department
BCTED	Broward County Traffic Engineering Division
BCWRMD	Broward County Water Resource Management Division
BCWWS	Broward County Water & Wastewater Services Division
BHMA	Builders Hardware Manufacturer's Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
EPA	Environmental Protection Agency
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FM	Factory Mutual System
FPL	Florida Power & Light
FS	Federal Specifications
HI	Hydraulics Institute

IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastics Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers



SAMA	Scientific Apparatus Makers Association
SB	Southern Bell
SFWMD	South Florida Water Management District
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry, Inc.
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01070**

## SECTION 01090 - REFERENCE STANDARDS

### PART 1 - GENERAL

#### 1.1 GENERAL

##### A. Titles of Sections and Paragraphs

1. Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

##### B. Applicable Publications

1. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

##### C. Specialists, Assignments

1. In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

#### 1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- ##### A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.

- ##### B. References herein to "Building Code" shall mean "Florida Building Code". References to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.

- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER/ARCHITECT for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- D. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.
- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

### 1.3 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format. The Specifications are organized into Divisions and Sections using the CSI/CSC's "MasterFormat" numbering system.

- 1. Section Identification

- a. The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

- 2. Division 01

- a. Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- B. Specification Content

- 1. The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- a. **Abbreviated Language:** Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- b. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- 1) The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

#### 1.4 REGULATIONS RELATED TO HAZARDOUS MATERIALS

- A. The CONTRACTOR is responsible that all work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products.
- B. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations must be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the OWNER.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01090**

## SECTION 01152 - APPLICATIONS FOR PAYMENT

### 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 "Alteration Project Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Measurement and Payment" 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.

#### 1.3 DEFINITIONS

- A. Schedule of Values. A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
  - 1. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 3. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. For items stored off-site include evidence of insurance or bonded warehousing.
  - 4. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 5. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  - 6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

7. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as General Condition's expense, at Contractor's option.
8. Schedule Updating. Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. The General Contractor must meet with the City Representative and Architect 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 an update construction schedule.
- D. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor.
- E. For each payment application requesting payment for undergrounding allowance for undergrounding work for overhead utilities, written authorization of payment from each utility being requested must be received with payment application.
- F. 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.
- G. 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
- H. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- I. 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.
- J. 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.
- K. 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. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Submittals Schedule (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. Copies of building permits.
  8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  9. Initial progress report.
  10. Report of preconstruction conference.
- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01152**

## SECTION 01230 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 GENERAL PROVISIONS

- A. Attention is directed to the PROCUREMENT AND CONTRACTING REQUIREMENTS and all Sections within DIVISION 01, GENERAL REQUIREMENTS, which are made a part of this Section of the Specifications.

#### 1.2 SUMMARY

- A. A. For each of the alternates Scheduled at the end of this Section, state the amount in the proposal to be added to or deducted from the Contract Sum for the work.

#### 1.3 ALTERNATES

- A. Definition: "Alternates" are alternate products, materials, equipment, systems, methods, units of work or major elements of the construction, which may, at the Owner's option and under the terms established by the Contract or Agreement, be selected for the work in lieu of the corresponding requirements of the Contract Documents. Selection may occur prior to the Contract Date, or may, by the Agreement, be deferred for possible selection at a subsequent date.
- B. Alternate Requirements: A Schedule of Alternates is included at the end of this Section. Each alternate is defined using abbreviated language, recognizing that the Contract Documents define the requirements. Coordinate related work to ensure that work affected by each alternate is complete and properly interfaced with work of each selected alternate.
- C. Provide written proposals for each alternate on the Form of Proposal for Owner's consideration. Each proposal amount shall include the entire cost of the alternate portion of the work including overhead, profit, and other costs including cost of interfacing and coordinating the alternate with related and adjacent work.
- D. Selection of Alternates: Selection of alternates to be included in the work will be by the Owner.
- E. Notification: Immediately following award of Contract, prepare and distribute to each entity a notification of status of each alternate. Indicate which alternates have been accepted, rejected, or deferred for consideration at a later date. Include full description of negotiated modifications to alternates, if any.

#### 1.4 DESCRIPTION OF ALTERNATES

- A. Alternates shall include the following:
  - 1. TBD



PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01230**

## SECTION 01311 - 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. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Field condition reports.
  - 7. Special reports.
- B. Related Sections include the following:
  - 1. Section 01152 – Applications for Payment
  - 2. Section 01050 – Project Management
  - 3. Section 01340 – Submittal Procedures
  - 4. Section 01380 – Construction Photographs
  - 5. Section 01400 – Quality Control

#### 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. 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.
- C. Critical Path. The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event. The starting or ending point of an activity.
- E. 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.
- F. Fragment. A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Milestone. A key or critical point in time for reference or measurement.
- H. Network Diagram. A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading. The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Submittals Schedule. Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for Engineer's final release or approval.
- B. Preliminary Construction Schedule. Submit three opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- C. Preliminary Network Diagram. Submit three opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule. Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- E. CPM Reports. Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report. List of all activities sorted by activity number and then early start date, or actual start date if known.
  2. Logic Report. List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  3. Total Float Report. List of all activities sorted in ascending order of total float.
- F. Daily Construction Reports. Submit two copies at monthly intervals.
- G. Material Location Reports. Submit two copies at monthly intervals.

- H. Field Condition Reports. Submit two copies at time of discovery of differing conditions.
- I. Special Reports. Submit two copies at time of unusual event.

## 1.5 COORDINATION

- A. 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. Include submittals required during the first 20 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. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
- C. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
  - 1. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following: The schedule shall clearly indicate the critical path and all activities associated with it. The dependencies shall be clearly delineated.
  - 2. All activities with a time duration exceeding five (5) days shall be shown as separate items.
  - 3. Include procurement process activities for the following long lead items and major items as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

4. Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  5. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
- 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. City-Furnished Products. Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  2. Work Restrictions. Show the effect of the following items on the schedule:
    - a. Use of premises restrictions.
    - b. Environmental control.
  3. 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. Fabrication.
    - e. Sample testing.
    - f. Deliveries.
    - g. Installation.
    - h. Tests and inspections.
    - i. Adjusting.
    - j. Curing.
- E. Milestones. Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion, and Certificate of Occupancy.
- F. Contract Modifications. For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software. Prepare schedules using a program that has been developed specifically to manage construction schedules.
- 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
- A. Gantt-Chart Schedule. Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 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.
- 2.4 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 (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial Completions and occupancies.
18. Substantial Completions authorized.

B. Material Location Reports. At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field 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.

## 2.5 SPECIAL REPORTS

A. General. Submit special reports directly to City within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events. When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise City in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. 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.
- B. Distribution: Distribute copies of approved schedule to Engineer, City Representative, 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 01311**

## SECTION 01312 - FIELD ENGINEERING

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall provide and pay for field Engineering and Survey services required for the project.
- B. CITY PROJECT MANAGER will identify existing control points and property line corner stakes indicated on the DRAWINGS, as required.

#### 1.2 QUALIFICATIONS OF SURVEYOR

- A. Qualified Registered Professional Surveyor & Mapper, acceptable to CITY PROJECT MANAGER.

#### 1.3 SURVEY REFERENCE POINTS

- A. CITY PROJECT MANAGER will provide basic horizontal and vertical control points for the construction project including:
  - 1. Permanent coordinate reference points with horizontal and vertical control, located and staked as shown on the plans.
- B. The CONTRACTOR shall locate and protect control points prior to starting site construction WORK, and preserve all permanent reference points during construction.
  - 1. Make no changes or relocations without prior written notice to CITY PROJECT MANAGER.
  - 2. Report to CITY PROJECT MANAGER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
  - 3. CONTRACTOR's surveyor shall replace project control points which may be lost or destroyed.
    - a. Establish replacements based on original survey control.

#### 1.4 PROJECT SURVEY REQUIREMENTS

- A. CONTRACTOR's surveyor shall establish a minimum of two permanent benchmarks on site, referenced to data established by survey control points.
- B. CONTRACTOR shall establish lines and levels, locate and lay out, prepare a HORIZONTAL AND VERTICAL CONTROL PLAN for the purpose of construction staking by instrumentation and similar appropriate means:
  - 1. Stakes for grading and fill placement.
  - 2. Controlling lines and levels as required.
- C. From time to time, verify layouts by same methods.
- D. Horizontal and vertical control plan shall be made available to CITY PROJECT MANAGER in ACAD 2017 format or most current release.



- E. Any plan released to the CONTRACTOR via electronic media is for as-built use only. They have not been geometrically calculated by a Surveyor. This applies to all aspects of the plans including, but not limited to, right-of-way, road utilities and drainage.

#### 1.5 RECORDS

- A. Maintain a complete, accurate log of all control and survey WORK as it progresses.
- B. On completion of construction WORK, prepare a certified survey showing all dimensions, locations and elevations of project.

#### 1.6 SUBMITTALS

- A. Submit name and address of Professional Surveyor & Mapper and Professional Engineer to CITY PROJECT MANAGER.
- B. On request of CITY PROJECT MANAGER, submit documentation to verify accuracy of field Engineering WORK.
- C. Submit certificate signed by Registered Engineer or Professional Surveyor & Mapper certifying that elevation and locations of WORK are in conformance, or non-conformance, with Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01312**

## SECTION 01340 - 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 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Section 01152, Applications for Payment
  - 2. Section 01050, Project Management
  - 3. Section 01311, Construction Progress Documentation
  - 4. Section 01340, Construction Photographs
  - 5. Section 01400, Quality Control
  - 6. Section 01700, Contract Closeout
  - 7. Section 01720, Project Record Documents
  - 8. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that requires Engineer's/Architect's responsive action.
- B. Informational Submittals. Written and graphic information and physical samples that does not require Engineer's/Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. 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. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. City reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule. Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time. Allow enough 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 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 10 days for review of each resubmittal.
- D. Identification. Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by City.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date
    - c. Name and address of Contractor.
    - d. Name and address of subcontractor.
    - e. Name and address of supplier.
    - f. Name of manufacturer.
    - g. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Location(s) where product is to be installed, as appropriate.
    - k. General Contractor's stamp of approval must be on all submittals, indicating that the Contractor has reviewed and approved prior to submitting to the City.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.

- g. Submittal purpose and description.
  - h. Specification Section number and title.
  - i. Drawing number and detail references, as appropriate.
  - j. Transmittal number, numbered consecutively.
  - k. Remarks.
  - l. Signature of transmitter.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked "Approved as submitted" or "Approved as noted".
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, Fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "Approved as submitted" or "Approved as noted" by Engineer.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General. Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data. Collect information into a single submittal for each element of construction and type of product or equipment.
- 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.

5. Number of Copies. Submit five copies of Product Data, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.
    - k. Notation of coordination requirements.
    - l. Notation of dimensions established by field measurement.
    - m. Relationship to adjoining construction clearly indicated.
    - n. Seal and signature of professional engineer if specified.
    - o. Wiring Diagrams. Differentiate between manufacturer-installed and field-installed wiring.
  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 (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).
  3. Number of Copies. Submit five opaque copies of each submittal. City will retain three copies; remainder will be returned.
- D. Samples. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification. Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition. Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as City's property, are the property of Contractor.
- 4. Samples for Initial Selection. Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples. Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. City will return submittal with options selected.
- 5. Samples for Verification. Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples. Submit three sets of Samples. City will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List. As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
  - 4. Number of Copies. Submit five copies of product schedule or list, unless otherwise indicated. City will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule. Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment. Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values. Comply with requirements specified in Division 01 Section "Payment Procedures."

- J. 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 of Copies. Submit four copies of subcontractor list, unless otherwise indicated. City will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General. Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies. Submit two copies of each submittal, unless otherwise indicated. City will not return copies.
  - 2. Certificates and Certifications. Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports. Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings. Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule. Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Installer Certificates. Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- E. Product Certificates. Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates. Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. Material Test Reports. Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- H. Field Test Reports. Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- I. Insurance Certificates and Bonds. Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- J. Construction Photographs. Comply with requirements specified in Section 01380.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. 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. 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, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ENGINEER'S/ARCHITECT'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
  - 3. Revise and resubmit
  - 4. Rejected.
- C. Informational Submittals. Engineer/Architect 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 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 01340**



## SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Employ competent photographer to take construction record photographs periodically, monthly at a minimum, during course of the work.

#### 1.2 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01720: Project Record Documents.

#### 1.3 PHOTOGRAPHY REQUIRED

- A. Provide photographs taken on cutoff date for each scheduled application for Payment.
- B. Provide photographs taken at each major stage of construction.
- C. Provide photographs taken of change order work.

#### 1.4 COSTS OF PHOTOGRAPHY

- A. CONTRACTOR shall pay costs for specified photography and prints.
  - 1. Parties requiring additional photography or prints will pay photographer directly.

#### 1.5 DIGITAL PHOTOGRAPHY

- A. At OWNER and ENGINEER's/ARCHITECT's discretion, digital photography may be used for all construction photographs except aerial progress photographs.

### PART 2 - PRODUCTS

#### 2.1 PRINTS

- A. Resolution:
  - 1. Minimum 5.0 Megapixels.

### PART 3 - EXECUTION

#### 3.1 TECHNIQUE

- A. Factual presentation.
- B. Correct exposure and focus.
  - 1. High resolution and sharpness.
  - 2. Maximum depth-of-field.
  - 3. Minimum distortion.

### 3.2 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
- B. Photographs shall include aerial photographs showing the entire construction area.
- C.

**END OF SECTION 01380**

## SECTION 01400 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, City or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract and Permit Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.
- B. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- C. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- D. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- E. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
  - 1. Mockups are used for one or more of the following:

- a. Verify selections made under Sample submittals.
  - b. Demonstrate aesthetic effects.
  - c. Demonstrate the qualities of products and workmanship.
  - d. Demonstrate successful installation of interfaces between components and systems.
  - e. Perform preconstruction testing to determine system performance.
- 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
  - 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- F. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
  - G. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
  - H. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
  - I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
  - J. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
  - K. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect or Construction Manager.

### 1.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to

Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

#### 1.4 CONFLICTING REQUIREMENTS

- A. **Conflicting Standards and Other Requirements:** If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. **Contractor's Quality-Control Plan:** For quality-assurance and quality-control activities and responsibilities.
- B. **Qualification Data:** For Contractor's quality-control personnel.
- C. **Reports:** Prepare and submit certified written reports and documents as specified.
- D. **Permits, Licenses, and Certificates:** For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### 1.6 REPORTS AND DOCUMENTS

- A. **Test and Inspection Reports:** Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

## 1.7 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
  - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Payment for these services will be made from testing and inspection allowances specified in Section 012100 "Allowances," as authorized by Change Orders.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Engage a qualified testing agency to perform quality-control services.

- a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Testing Agency Responsibilities: Cooperate with Architect, or Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, or Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01340 "Submittal Procedures."
- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.



5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### 1.9 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER/ARCHITECT at the place of manufacture.
- B. The presence of the ENGINEER/ARCHITECT at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment, which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER/ARCHITECT.

#### 1.10 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER/ARCHITECT reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER/ARCHITECT to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

#### 1.11 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
  1. CONTRACTOR shall appoint, employ, and pay for services of an independent firm to perform inspection and testing.
  2. The independent testing firm will perform inspections, testings and other services specified in individual specification sections and as required by the ENGINEER/ARCHITECT or OWNER.

3. Reports will be submitted to the ENGINEER/ARCHITECT in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The CONTRACTOR shall cooperate with the OWNER and independent testing firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The CONTRACTOR shall notify ENGINEER/ARCHITECT and any applicable permitting agencies 48 hours prior to the expected time for operations requiring inspection and laboratory testing services, so they can be present at the time of testing
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER/ARCHITECT. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of all sampling and testing shall be included in the Contract Price.
8. CONTRACTOR shall bear all costs incurred should the materials for testing not be ready for testing at time specified/scheduled by CONTRACTOR for test.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Inspection. The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements. The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions. Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01045 "Cutting and Patching."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 01400**

## SECTION 01410 - TESTING LABORATORY SERVICES

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. CONTRACTOR will employ and pay for the services of an Independent Testing laboratory to perform all required testing: (All required testing services under the Contract and Permit Documents shall be provided by the CONTRACTOR through an independent testing firm.
  - 1. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
  - 2. Employment of the laboratory by the CONTRACTOR for specific testing shall in no way relieve the CONTRACTOR's obligations to perform the work of the Contract as specified.
  - 3. The tests to be provided by the CONTRACTOR shall include, but not be limited to, the following
    - a. Density
    - b. Proctor
    - c. Limerock Bearing Ratio (LBR)
    - d. Carbonate Content
    - e. Gradation
    - f. Plastic Index and Liquid Limit
    - g. Organic Content
    - h. Concrete Compressive Strength and Slump
    - i. Asphalt Extraction
    - j. Any other tests as required to satisfy an permitting agency requirements.
- B. CONTRACTOR shall pay for all required testing, including bacteriological testing.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.

#### 1.3 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E-329.
- C. Authorized to operate in the state in which the project is located.
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of Natural Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment
  - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:

- a. National Bureau of Standards.
- b. Accepted values of natural physical constants.

#### 1.4 LABORATORY DUTIES

- A. Cooperate with OWNER's Representative and CONTRACTOR; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1. Comply with specified standards.
  - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify OWNER's Representative and CONTRACTOR of observed irregularities of deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to OWNER's Representative, OWNER, CONTRACTOR, and one copy to Record Document File. Each report shall include:
  - 1. Date issued.
  - 2. Project title, OWNER'S project number and Parcel number.
  - 3. Testing laboratory name, address and telephone number.
  - 4. Name and signature of laboratory inspector.
  - 5. Date and time of sampling or inspection.
  - 6. Record of temperature and weather conditions.
  - 7. Date of test.
  - 8. Identification of fill product and specification section.
  - 9. Location of sample or test in the project area (i.e. station and offset or other relevant dimensioning).
  - 10. Type of inspection or test.
  - 11. Results of tests and compliance with Contract Documents.
  - 12. Interpretation of test results, when requested by OWNER's Representative.
- E. Perform additional tests as required by the OWNER's Representative.

#### 1.5 LIMITATION OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract documents.
  - 2. Approve or accept any portion of the work.
  - 3. Perform any duties of the CONTRACTOR.

#### 1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to work.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes, which require control by the Testing Laboratory.
- D. Furnish copies of Products test reports as required.
- E. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
  2. To obtain and handle samples at the project site or at the source of the product to be tested.
  3. To facilitate inspections and tests.
  4. For storage of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01410**

## SECTION 01505 - MOBILIZATION

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving on to the site of all CONTRACTOR's equipment required for first month operations.
  2. Installing temporary construction power, wiring, and lighting facilities.
  3. Developing construction water supply.
  4. Providing field office trailers for the CONTRACTOR, complete with all specified furnishings and utility services including telephones, telephone appurtenances, and copying machine.
  5. Providing all on-site communication facilities, including telephones and radio pagers.
  6. Providing on-site sanitary facilities and potable water facilities.
  7. Arranging for and erection of CONTRACTOR's work, site access, and storage.
  8. Obtaining all required permits (including Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) permits as needed).
  9. Having all OSHA required notices and establishment of safety programs.
  10. Having the CONTRACTOR's superintendent at the job site full time.
  11. Submitting initial submittals.
  12. Audio-Visual preconstruction record as described in Section 01010.
  13. Project identification and signs.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization or any part thereof will be approved for payment under the Contract until all mobilization items listed in Paragraph 1.01.A. above have been completed as specified.

**END OF SECTION 01505**

## SECTION 01510 - TEMPORARY UTILITIES

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. Types. The types of utility services required for general temporary use at the project site include the following:
1. Water service (potable for certain uses)
  2. Storm sewer
  3. Sanitary sewer
  4. Electric power service
  5. Telephone service
- B. It shall be the CONTRACTOR's responsibility to provide equipment that is adequate for the performance of the WORK under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safety and efficiently performing the required WORK, and shall be subject to inspection and approval by the OWNER's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.

#### 1.2 JOB CONDITIONS

- A. Scheduled Uses. The CONTRACTOR shall, in conjunction with establishment of job progress schedule, establish a schedule for implementation and termination of service for each temporary utility or facility; at earliest feasible time, and when acceptable to OWNER and ENGINEER/ARCHITECT change over from use of temporary utility service to permanent service.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF POWER DISTRIBUTION SYSTEM

- A. Power. The CONTRACTOR shall provide all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.

#### 3.2 INSTALLATION OF LIGHTING

- A. Construction Lighting. All WORK conducted at night or under conditions of deficient daylight shall be suitable lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.

#### 3.3 WATER SUPPLY

- A. General. The OWNER will furnish reasonable quantities of water required by the CONTRACTOR in performance of the WORK under the Contract; however, the CONTRACTOR shall provide all facilities necessary to convey the water from the



OWNER-designated source to the points of use in accordance with the requirements of the Contract Document. The CONTRACTOR shall pay all permit and water charges.

- B. Potable Water. All drinking water on the site during construction shall be furnished by the CONTRACTOR and shall be bottled water or water furnished in acceptable metal dispensers. Notices shall be posted conspicuously throughout the site warning the CONTRACTOR's personnel that piped water may be contaminated.
- C. Water Connections. The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. The CONTRACTOR shall pay all permit and water charges.
- D. Removal of Water Connections. Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

#### 3.4 INSTALLATION OF SANITARY FACILITIES

- A. Toilet Facilities. Fixed or portable chemical toilets shall be provided wherever needed for the use of CONTRACTOR's employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes. The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wasted from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.

#### 3.5 INSTALLATION OF FIRE PROTECTION

- A. Fire Protection. The construction of the WORK shall be connected with the CONTRACTOR's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the WORK, and responsible persons shall be designated and instructed in the operation such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

#### 3.6 INSTALLATION OF COMMUNICATIONS

- A. Telephone Services. The CONTRACTOR shall provide and maintain at all time during the progress of the WORK not less than one telephone in good working order, at its own field construction office, at or near the site of the WORK included in the Contract. Each such telephone shall be connected to an established exchange for toll service and with all other telephones utilized by the CONTRACTOR.

- B. Telephone Use. The CONTRACTOR shall permit the ENGINEER/ARCHITECT, the OWNER, or their authorized representatives or employees free and unlimited use of said telephone facilities for all calls that do not involve published toll charges. Calls originated by the ENGINEER/ARCHITECT, the OWNER, their authorized representatives or employees who involve toll or the CONTRACTOR at the rates charged by the telephone company shall bill message unit charge to the OWNER.

**END OF SECTION 01510**

## SECTION 01520 - CONSTRUCTION AIDS

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain required construction aids, remove on completion of work.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

#### 2.2 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
  - 1. Refer to respective sections for particular requirements for each trade.
  - 2. Provide protective coverings for finished surfaces.
- B. Maintain facilities and equipment in first-class condition.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Consult with OWNER's Representative, review site conditions and factors which affect construction procedures and construction aids including adjacent properties and public facilities which may be affected by execution of the work.

#### 3.2 GENERAL

- A. Comply with applicable requirements specified in sections of Division 2 through 4 (as applicable).
- B. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of OWNER and other Contractors employer at the site.

#### 3.3 REMOVAL

- A. Completely remove temporary materials, equipment and services:
  - 1. When construction needs can be met by use of permanent construction.

2. At completion of project.
- B. Clean, repair damage caused by installation or by use of temporary facilities.
1. Remove foundations and underground installations for construction aids.
  2. Grade areas of site affected by temporary installations to required elevations and slopes, and clean the area.
- C. Restore permanent facilities used for temporary purposes to specified condition.

**END OF SECTION 01520**

## SECTION 01530 - PROTECTION OF EXISTING FACILITIES

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

#### 1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the ENGINEER that the OWNER has secured authority from the proper party. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in the General Conditions of the Contract.

#### 1.3 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed by the CONTRACTOR shall be accurately restored after all streets or roadway resurfacing has been completed.

#### 1.4 RESTORATION OF PAVEMENT

- A. General. All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement OWNER. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing. Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Properties. Wherever sidewalks or private properties and driveways have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or driveways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or driveways until the final restoration thereof has been made. The CONTRACTOR shall restore all private properties within thirty (30) days after a complaint is received by the OWNER.

#### 1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved. In the case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated,

the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- D. OWNER's Right of Access. The right is reserved to the OWNER and to the OWNERS of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- E. Underground Utilities Indicated. Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR.
- F. Underground Utilities Not Indicated. In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra work contained in the General Conditions.
- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of the General Conditions.
- H. Approval of Repairs. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement OWNER and the ENGINEER before being concealed by backfill or other work.
- I. Maintaining in Service. All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- J. Existing Water Services. CONTRACTOR shall protect and provide temporary support for existing water services. Any water service damaged by the CONTRACTOR shall be replaced at the CONTRACTOR's expense, with a new water service complete with new water main tap.

## 1.6 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General. The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming. Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement. The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at CONTRACTOR's own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the CONTRACTOR shall pay to the OWNER of said tree a compensatory payment acceptable to the tree OWNER, subject to the approval of the jurisdictional agency or OWNER. The size of the trees shall be not less than 1-inch diameter nor less than 6 feet in height.

## 1.7 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the OWNERS or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said OWNERS or agencies can be present during such work if they so desire. The CONTRACTOR shall also notify the Sunshine State One Call Center 1-800-432-4770 at least 2 days, but no more than 14 days, prior to such excavation.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

### 2.2 FENCING

- A. Materials to CONTRACTOR's option, minimum fence height = 6 feet.

### 2.3 BARRIERS

- A. Materials to CONTRACTOR's option, as appropriate to serve required purpose.



## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

### 3.2 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants adjacent to work areas.
- B. Consult with OWNER's Representative and remove agreed-on roots and branches which interfere with work.
  - 1. Employ qualified tree surgeon to remove branches, and to treat cuts.
- C. Protect root zones of trees and plants.
  - 1. Do not allow vehicular traffic and parking.
  - 2. Do not store materials or products.
  - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
  - 4. Prevent puddling or continuous running water.
- D. Carefully supervise all work to prevent damage.
- E. Replace trees and plants which are damaged or destroyed due to work operations under this contract.

### 3.3 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by OWNER's Representative.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

**END OF SECTION 01530**

## SECTION 01550 - SITE ACCESS AND STORAGE

### PART 1 - GENERAL

A. HIGHWAY LIMITATIONS:

- B. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

### 1.2 TEMPORARY CROSSINGS:

- A. General. Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

- B. Temporary Bridges. Wherever necessary, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

- C. Street Use. Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.

D. Traffic Control

1. For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the

requirements of Broward County and the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).

2. The CONTRACTOR shall take all necessary precautions for the protection of the WORK and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the Florida Department of Transportation.
  3. The CONTRACTOR shall submit 3 copies of a traffic control plan to the ENGINEER for approval a minimum of 2 weeks prior to construction. The ENGINEER reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the CONTRACTOR's expense.
  4. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.
- E. Temporary Driveway Closure. The CONTRACTOR shall notify the OWNER or occupant (if not Owner-occupied) of the closure of the driveways to be closed more than one eight-hour work day at least 3 working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the OWNER/occupant how long the work will take and when closure is to start. Total closure time shall not exceed 5 days.
- 1.3 CONTRACTOR'S WORK AND STORAGE AREA:
- A. The CONTRACTOR shall designate and arrange for the use of a portion of the property, adjacent to the WORK for its exclusive use during the term of the Contract as a storage and shop area for its construction operations relative to this Contract.
  - B. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.
  - C. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
    1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
    2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
    3. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.

4. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the site.
5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
6. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.4 PARKING:

A. The CONTRACTOR shall:

1. Provide temporary parking areas for ENGINEER/ARCHITECT and OWNER's use.
2. The CONTRACTOR shall direct its employees to park in designated areas secured by the CONTRACTOR.
3. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01550**

## SECTION 01560 - TEMPORARY CONTROLS

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Provide and maintain methods, equipment, and temporary construction, as necessary, to provide controls over environmental conditions at the construction site and related area under CONTRACTOR's control; remove physical evidence of temporary facilities at completion of work.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

#### 1.3 NOISE CONTROL

- A. Provide all necessary requirements for noise control during the construction period.
  - 1. Noise procedures shall conform to all applicable OSHA requirements and local ordinances having jurisdiction on the work.
  - 2. Noise levels during nighttime hours shall not exceed 55 db measured at the property line of a residence.

#### 1.4 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

#### 1.5 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the project, the site, or adjoining properties.
  - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
- B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface and water.
- C. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

#### 1.6 PEST CONTROL

- A. Provide pest control as necessary to prevent infestation of construction or storage area.
  - 1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
  - 2. Should the use of pesticides be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to ENGINEER. Clearly indicate:

- a. The area or areas to be treated.
  - b. The pesticide to be used, with a copy of the manufacturer's printed instructions.
  - c. The pollution preventative measures to be employed.
- B. The use of any pesticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

#### 1.7 RODENT CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction or storage area.
- 1. Employ methods and use materials, which will not adversely affect conditions at the site or on adjoining properties
  - 2. Should the use of rodenticide be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to OWNER's Representative. Clearly indicate:
    - a. the area or areas to be treated.
    - b. the rodenticide to be used, with a copy of the manufacturer's printed instructions.
    - c. the pollution preventative measures to be employed.
- B. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

#### 1.8 DEBRIS CONTROL

- A. Maintain all areas under CONTRACTOR's control free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking area, or along access roads and haul routes.
- 1. Provide containers for deposit of debris as specified in Section 01710 - Cleaning.
  - 2. Prohibit overloading of trucks to prevent spillage on access and haul routes.
  - 3. Provide periodic inspection of traffic areas to enforce requirements.
- C. Schedule periodic collections and disposal of debris as specified in Section 01710 - Cleaning.
- 1. Provide additional collections and disposal of debris whenever the periodic schedule is to prevent accumulation.

#### 1.9 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids.
- 1. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters.

1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.
  - D. Provide systems for control of atmospheric pollutants.
    1. Prevent toxic concentrations of chemicals.
    2. Prevent harmful dispersal of pollutants into the atmosphere.
- 1.10 EROSION CONTROL
- A. Plan and execute construction and earthwork, by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas to prevent erosion and sedimentation.
    1. Hold the areas of bare soil exposed at one time to a minimum
    2. Provide temporary control measures such as berms, dikes and drains.
    3. Provide silt screens as required preventing surface water contamination.
  - B. Construct fills and waste areas by selective placement to eliminate surface silts or clays, which will erode.
  - C. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.
  - D. All erosion control procedures must comply with the National Pollutant Discharge Elimination System (NPDES).
- 1.11 TEMPORARY TREE AND PLANT PROTECTION
- 1.12 GENERAL PROVISIONS
- A. Attention is directed to the PROCUREMENT AND CONTRACTING REQUIREMENTS and all Sections within DIVISION 01, GENERAL REQUIREMENTS, which are made a part of this Section of the Specifications.
- 1.13 WORK INCLUDED
- A. Protection of existing trees and plants from damage as a result of the Construction Manager's operations including, but not limited to:
    1. Tree protection fencing.
    2. Root pruning and construction pruning.
    3. Fencing of areas designated for tree removals by the Owner.
  - B. Refer to "Tree Protection and Relocation Notes" included on the Drawings.
- 1.14 RELATED REQUIREMENTS
- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:
    1. Section 02200, SITE PREPARATION.
    2. Section 311300, SELECTIVE TREE REMOVAL AND TRIMMING' Includes stump removal of trees removed by the Owner in designated fenced areas.

3. Section 312300, SITE EXCAVATING, BACKFILLING AND COMPACTING: Excavation and backfill.
4. Section 329300, PLANTING: New plant material.
5. Section 329600, TRANSPLANTING.

#### 1.15 REFERENCED STANDARDS

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
  1. American National Standards Institute (ANSI): Z133.1
  2. Safety Requirements for Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush.
  3. International Society of Arboriculture (ISA): Guide for Establishing Values of Trees and Other Plants
  4. National Arborist Association (NAA): Ref. 1
  5. Pruning Standards for Shade Trees

#### 1.16 SUBMITTALS

- A. Prepare and submit drawings indicating the extent of tree protection fencing required.
- B. Proposed methods, and schedule for effecting tree and plant protection shall be submitted for approval.
- C. Proposed methods, materials, and schedule for root pruning, construction pruning, and tree fertilization by Certified Arborist shall be submitted for approval.
- D. Certified Arborist Qualifications shall be submitted for Architect's review and approval.

#### 1.17 QUALITY ASSURANCE

- A. Work of this section shall be completed by a professional ISA Certified Arborist with a minimum five years experience, who has successfully completed an exam and education program equal to the International Society of Arboriculture (ISA) Certification Program, sponsored by the International Society of Arboriculture 2009, P.O. Box 3129, Champaign, IL 61826 (217) 355-9411; Email: [isa@isa-arbor.com](mailto:isa@isa-arbor.com).
- B. Arborist shall have the following minimum qualifications:
  1. Membership in:
    - a. NAA – National Arborist Association
    - b. ISA – International Society of Arborists
  2. Meet state requirements for insurance.
  3. Licenses for application and use of pesticides.



## 1.18 DAMAGE PENALTIES

- A. Certain specimen trees within the construction areas and in other key locations will be identified by the Owner and the Architect, and marked with red tags. Loss of any of these trees will result in fines assessed at \$10,000 per tree. Damage to all other trees on the property will be assessed at the rate of \$200 per inch caliper of the tree.
- B. A fine of \$1,000 will be levied against the Construction Manager for each incident of construction inside tree protection areas.
- C. Damages to trees, shrubs, and other vegetation will be assessed by the Architect and Owner in accordance with the ISA Guide.
- D. Trees or roots visibly damaged will cause the Owner to withhold from the Construction Manager an assessed amount conforming to the requirements stipulated above for a period of two years. After that period the impact of the damage to any tree will be assessed accordingly.
- E. If any trees or shrubs designated to be saved are damaged and replacement is required, a number and diameter of trees or shrubs of the same species and variety, as specified by the Owner and Architect, shall be furnished and planted by the Construction Manager. The total inch diameter of the replacement trees or shrubs shall equal the diameter of the tree or shrub to be replaced.

## PART 2 - PRODUCTS

### 2.1 TREE PROTECTION FENCING

- A. Tree protection fencing, including fencing of areas designated for tree removals by the Owner, shall be the following:
  - 1. Polyethylene mesh fencing, chain link fencing, or other Owner approved material; height as indicated on the Drawings.
  - 2. Fabric shall be fluorescent orange, high density polyethylene 1-1/2 in. square mesh.
  - 3. Stakes shall be pressure treated pine.
- B. Stakes for fencing shall be driven into the ground, except above utility locations where surface anchors shall be used. Posts shall be spaced 16 ft. on center maximum.
- C. For fencing within the drip line of trees, surface mounted post anchors may be acceptable. Review with Architect and arborist and obtain written approval prior to installing. Post installation shall not damage tree root systems.

### 2.2 ROOT PRUNING

- A. Peat moss and mulch materials shall be as specified under Section 329300, PLANTING.
- B. Liquid fertilizer to be applied to root pruned and construction pruned trees shall be Peters M-77 Sequestered-Chelated Soluble Fertilizer manufactured by W.R. Grace and Co., Cambridge, MA 02140, Gold Start Liquid Fertilizer, manufactured by Nutra-Flo Company, 1919 Grand Ave, Sioux City, IA 51106-5708; Phone: 712-277-2011; 800-831-4815; Fax: 712-279-1946; Agro- Culture Liquid Fertilizer, manufactured by

Agro-Culture Liquid Fertilizers, 3055 W. M-21, P.O. Box 150, St. Johns, Michigan 48879; 1-800-678-9029, or approved equal. Liquid fertilizer shall be approved by Certified Arborist.

- C. Dormant oil spray shall be a dormant miscible spray equal to Sunspray Scalecide or Volck Oil.
- D. Insecticide shall be Isotox manufactured by Ortho; QuickPRO, manufactured by Monsanto; LESCO Sevin Brand SL, #019106, manufactured by LESCO, or approved equal. Insecticide shall be approved by Certified Arborist.

### PART 3 - EXECUTION

#### 3.1 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

#### 3.2 PROTECTION FOR EXISTING TREES TO BE PRESERVED:

- A. All trees to be preserved on the property shall be protected against damage from construction operations.
  - 1. Includes associated understory.
- B. Only those trees located within the limits of improvements to be constructed as indicated, shall be removed.
  - 1. All trees to remain shall be flagged for review after the location of improvements to be constructed are staked in the field.
  - 2. Any tree to be removed shall be reviewed by the Architect and Owner for approval prior to removal.
  - 3. Trees to be preserved are represented by a solid line. Trees to be removed are represented by a dashed or ghosted line. Trees to be planted are graphically differentiated from existing trees.
  - 4. Obtain approval of installation of tree barricade fencing from Owner and Architect prior to the initiation of any removal of vegetation and construction.
- C. Erect fencing and armor protection prior to beginning any clearing, demolition or construction activity, and unless otherwise instructed, maintain in place until construction is completed.
  - 1. Tree protection barricade shall be erected at the edge of the dripline where possible; in extreme circumstances and with the approval of the Architect, fencing may be located at the edge of the root protection zone.
    - a. For trees 10-inch caliper and less, the minimum distance the barrier shall be erected is ten (10) feet from the trunk of tree or clump of trees.
  - 2. Trees immediately adjacent to and within one hundred feet (100) of any construction activities are to be protected by barricade fencing; subject to approval of the Architect and Owner.

3. Trees exposed to construction activity within the dripline or within twenty-five (25) feet of any construction activity are to have trunks protected with tree armor in addition to barricade fencing.
  4. The tree protection barricade shall be placed before any excavating or grading is begun and maintained in repair for the duration of the construction work unless otherwise directed.
  5. No material shall be stored or construction operation shall be carried on within the tree protection barricade.
  6. Tree protection barricade shall remain until all work is completed.
  7. Remove tree protection barricade at commencement of finish grading.
  8. Remove tree armor immediately prior to Substantial Completion.
- D. Protect tree trunk with tree armor to a height of 8' or to the limits of lower branching (when exposed to construction activity within the drip line) with 2x4's butted side to side completely around trunk.
1. Wire wrap do not nail, around trees.
- E. Protect trees that are to remain, whether within barricade fencing or not, from the following:
1. Compaction of root area by equipment or material storage; construction materials shall not be stored closer to trees than the farthest extension of their limbs (dripline).
  2. The proposed finished grade within the root protection zone of any preserved tree shall not be raised or lowered more than three (3) inches.
    - a. Retaining methods can be used to protect and/or provide lateral support to the area outside the root protection zone.
  3. Trunk damage by moving equipment, material storage, nailing or bolting.
  4. Strangling by tying ropes or guy wires to trunks or large branches.
  5. Poisoning by pouring solvents, gas, paint, etc., on or around trees and roots.
  6. Cutting on roots by excavating, ditching, etc.
    - a. Prior to excavation within the tree drip lines or the removal of trees adjacent to other trees that are to remain, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize root damage.
    - b. Refer to EXCAVATION AROUND TREES for additional information.
  7. Damage of branches by improper pruning.
  8. Drought from failure to water or by cutting or changing normal drainage pattern past roots. Construction Manager shall provide means as necessary to ensure positive drainage.
  9. Changes of soil pH factor by disposal of lime base materials such as concrete, plaster, lime treatment at pavement subgrade, etc. When installing concrete adjacent to the root zone of a tree, use a minimum 6 mil. plastic vapor barrier behind the concrete to prohibit leaching of lime into the soil.

10. Do not cut roots 3/4" in diameter or over without approval of Owner's Representative. All excavation and earthwork within the PRZ of trees shall be done by hand.
  11. Protect all existing trees near areas to be stabilized from underground contaminations by placing a 6 mil. Plastic film barrier along exposed vertical cut extending a minimum 12" into undisturbed subgrade below depth of stabilization.
  12. No vehicular traffic shall occur within the drip line of any tree; including parking of vehicles.
  13. No soil shall be spread, spoiled or otherwise disposed of under any tree within the PRZ.
- F. Any damage done to existing tree crowns or root systems shall be repaired by the Arborist to the satisfaction of the Architect and Owner's Representative.
1. Broken branches shall be cut cleanly.
  2. Any roots cut shall be cut cleanly with a saw other means approved by the Architect and Owner's Representative.
- G. Damages to trees caused through negligence of Construction Manager or his employees will be assessed by Owner and Project Arborist as described in Paragraph 1.06.

### 3.3 PROTECTED ROOT ZONE:

- A. The PROTECTED ROOT ZONE (PRZ).
1. No disturbance shall occur closer to the tree than one-half the radius of the PRZ or within five (5) feet of the tree whichever is greater.

### 3.4 PROTECTED ROOT ZONE IMPACTS:

- A. Those trees to remain which have some encroachment on their protected root zone shall have the following maximum allowable impacts:
1. Minimum Protection Criteria 'A': No disturbance of natural grade, e.g. trenching or excavation, can occur closer to the tree than one-half the radius of the PRZ or within five (5) feet of the tree whichever is greater.
  2. Minimum Protection Criteria 'B': No cut or fill greater than three (3) inches will be located closer to the tree trunk than 1/2 the PRZ radius distance.
- B. Trees impacted shall have a minimum of a six (6) inch layer of mulch placed and maintained over the root protection zone and the undisturbed area within the dripline.
1. Immediate pruning and fertilization shall occur per the pruning and fertilization sections of this specification.
  2. Provide water in a slow drip manner to impacted trees as approved by the Architect and Owner's Representative.
  3. Provide water to apply equivalent to 1 inch once per week to deeply soak in over the area within the dripline of the tree during periods of hot, dry weather.
  4. Spray tree crowns periodically to reduce dust accumulation on the leaves.

### 3.5 EXCAVATING AROUND TREES

- A. Excavate within the dripline of trees only where required and when absolutely necessary.
  - 1. Any excavation within the PRZ of trees shall be under the direction of the Arborist.
  - 2. Arborist shall be at site at all times while excavation is occurring within the PRZ.
  - 3. Air spade all removals within the PRZ.
  - 4. Refer to PROTECTED ROOT ZONE.
- B. When excavating for new construction is required within the PRZ, air spade and hand excavate to minimize damage to root systems.
  - 1. Use narrow tine spading forks and comb soil to expose roots.
  - 2. Relocate roots back into backfill areas wherever possible.
  - 3. If large main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking.
  - 4. If root relocation is not practical, clean cut roots approximately three (3) inches back from new construction.
- C. Where existing grade is above new finish grade, carefully excavate within the dripline to the new finish grade.
  - 1. Carefully hand excavate an additional six (6) inches below the finish grade.
  - 2. Use narrow tine spading forks to comb the soil to expose the roots, and prune the exposed root structure as recommended by the Arborist.
  - 3. Keep the exposed roots damp.
  - 4. Treat the cut roots as specified and as recommended by the Arborist.
  - 5. After pruning and treatment of the root structure is complete, backfill to finish grade with eight (8) inches of approved plant mix, or structural soil.
- D. Where noted on plan, use airspade to expose roots for required cutting to accommodate hardscape elements. Architect to verify all cuts prior to proceeding.
- E. Temporarily support and protect roots against damage until permanently relocated and covered with recommended landscape material.

### 3.6 INSTALLATION OF FENCING

- A. Prior to start of demolition work and clearing and grubbing operations, tree protection fencing shall be installed in accordance with the following:
  - 1. Fencing shall be installed at the tree protection areas indicated on the Drawings.
  - 2. Fencing shall be installed a minimum of 15 ft. beyond the drip line of trees to be protected, unless otherwise approved by the Architect.

- B. Tree protection fencing to be installed over utility locations shall be installed using surface anchors. No poles or stakes shall be driven into the ground at these locations.

### 3.7 ROOT PRUNING

- A. Where construction will within drip line of existing trees designated to remain, roots shall be pruned.
- B. All root pruning shall be done by Certified Arborist only. Air spade is the preferred tool for root pruning. Trenching, vibrating plow, and stump grinding are NOT suitable means for root pruning.
- C. Roots greater than 1 in. diameter shall be pruned by means of a hand saw, or other approved means.
- D. Install root protection measures as prescribed by Certified Arborist.

### 3.8 CONSTRUCTION PRUNING

- A. Construction pruning shall conform to NAA Ref.1 for Class IV - Crown Reduction Pruning. Work shall conform to the requirements of ANSI Z133.1, and shall be reviewed in the field with the Architect and Certified Arborist prior to start of work.

### 3.9 FERTILIZATION AND INSECT SPRAYING

- A. Root pruned and construction pruned tree shall be treated with liquid fertilizer, dormant oil spray, and insecticide as prescribed by Certified Arborist.
- B. Liquid fertilizer shall be applied at a rate recommended by the manufacturer and as required by NAA Ref. 2.
- C. Dormant oil spray shall be applied in early spring before buds begin to swell at a rate recommended by the manufacturer.
- D. Insecticide spray shall be applied twice to root pruned trees following application of dormant oil spray. Spray insecticide at rates recommended by spray manufacturer at intervals appropriate for effective insect control.

### 3.10 REMOVAL OF PROTECTION

- A. All protection shall remain in place throughout the construction period. Remove protection devices only after written permission has been granted by the Architect.

**END OF SECTION 01560**

## SECTION 01570 - TRAFFIC REGULATIONS

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow to provide safe and expeditious movement of traffic through and on haul routes, at site entrances, in construction zones, on-site access roads, and parking areas including driving and/or walking public.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or specified conditions.
- C. The requirements specified herein are in addition to the plan for Maintenance of Traffic as specified in Section 01500.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

#### 1.3 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals or signs required to direct and maintain an orderly flow of traffic in all areas under CONTRACTOR's control, or affected by CONTRACTOR's operations.

#### 1.4 FLAGPERSON

- A. Provide qualified and suitably equipped flag-person when construction operations encroach on traffic lanes, as required for regulation of traffic.

#### 1.5 FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
  - 1. To clearly delineate traffic lanes and to guide traffic.
  - 2. For use of flag-person in directing traffic.
- B. Provide illumination of critical traffic and parking areas.
  - 1. Maintain free vehicular access to and through parking areas.
  - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

#### 1.6 HAUL ROUTES

- A. Consult with OWNER and governing authorities, establish public thorough fares which will be used as haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to expedite traffic flow, to minimize interference with normal public traffic.

## 1.7 EMERGENCY ACCESS

- A. In order to provide protection to the workers and residents, the Contractor shall maintain emergency access to all adjacent properties at all times during construction. If a road is required to be closed to vehicular traffic and the distance of the closure exceeds 150 feet between stabilized surfaces, or prevents access to properties for a distance that exceeds 150 feet, the Contractor shall provide a 10 foot wide stabilized access way on one side of the trench capable of supporting a Fire Truck. Contractor shall also provide stabilized access ways across the trench or un-stabilized area a minimum of 6 feet in width at a spacing not to exceed 100 feet capable of supporting foot traffic. These access ways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the City of Fort Lauderdale and FDOT with signage indicating that this access way is to be used by emergency vehicles only.

No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the Engineer, and it shall be the Contractor's responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition the Contractor shall provide a security guard at the site whenever the Contractor's personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operation pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the contractor shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The contractor shall maintain and keep all safety barricades, signage, flashers, and detours, in operation condition. A copy of the approved MOT plans, and details, shall be on site at all times.

- B. Measurement and payment for security guard services shall be included in the utility pipe installation unit price. Measurement for temporary emergency access ways will be paid for under the specified line item at the unit price described in the bid schedule.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01570**



**SECTION 01590 - PROJECT SIGN**

**PART 1 - GENERAL**

**1.1 REQUIREMENTS INCLUDED**

- A. Contractor shall furnish two 4' x 8' sign, below is a sample, not specific to the project.
- B. Sign shall be made to be weather resistant and on display for entire length of contract.
- C. Shop drawings must be submitted prior to sign construction.
- D. The exact style and design of the sign will be provided during the preconstruction meeting.



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

**END OF SECTION 01590**

## Construction Sign Request Form

**Title (Bold):**

Title (Not Bold):

What's Happening?

Benefits:

Number of Neighbors Benefitted:

Cost:

**Month and Year of Expected Completion:**

**Contractor:**

**Phone: 954-828-8000**

We're Working On:

Project Manager Signature

Date

Senior Project Manager Signature

Date

## SECTION 01600 - MATERIAL AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the work:
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the OWNER's Representative.
  - 3. Manufactured and fabricated products:
    - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gauges to be interchangeable.
    - c. Two or more items of the same kind shall be identical, by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

#### 1.3 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to OWNER's Representative. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with OWNER's Representative for further instructions.
  - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

#### 1.4 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site. Products shall be delivered to the job site on an "as needed" basis.
  - 1. Deliver products in undamaged condition, in manufacturers' original containers or packaging, with identifying labels intact with legible markings.
  - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
  - 3. Pipe and materials shall not be strung out along installation routes for longer than two (2) weeks prior to installation.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.
- C. Coordinate deliveries to avoid conflict with Work and conditions at site:
  - 1. Work of other contractors, or OWNER.
  - 2. Limitations of storage space.
  - 3. Availability of equipment and personnel for handling products.
  - 4. OWNER's use of premises.
- D. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- E. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- F. Immediately on delivery, inspect shipment to assure:
  - 1. Product complies with requirements of Contract Documents and reviewed submittals.
  - 2. Quantities are correct.
  - 3. Containers and packages are intact, labels are legible.
  - 4. Products are properly protected and undamaged.
- G. Provide equipment and personnel necessary to handle products, including those provided by OWNER, by methods to prevent soiling or damage to products or packaging.
- H. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- I. Handle products by methods to prevent bending or overstressing.
- J. Lift heavy components only at designated lifting points.

#### 1.5 STORAGE

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  - 3. Store unpacked products on shelves, in bins or in neat piles, accessible for inspection.

B. Exterior Storage

1. Provide substantial platforms, blocking or skids to support fabricating products above ground, prevent soiling or staining.
  - a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
2. Store loose granular materials on solid surface such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
  - a. Provide surface drainage to prevent flow or ponding of rainwater.
  - b. Prevent mixing of refuse or chemically injurious materials or liquids.

1.6 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
  1. State of storage facilities is adequate to provide required conditions.
  2. Required environmental conditions are maintained on continuing basis.
  3. Surfaces of products exposed to elements are not adversely affected.
    - a. Any weathering of products, coatings and finishes is not acceptable under requirements of Contract Documents.
- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

1.7 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.
  1. Cover projections, wall corners, and jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.
  2. Protect finished floors and stairs from dirt and damage.
    - a. In areas subject to foot traffic, secure heavy paper, sheet goods, or other materials in place.
    - b. For movement of heavy products, lay planking or similar materials in place.
    - c. Cover wall and floor surfaces in the vicinity of construction personnel activities and all finished surfaces used by construction personnel.
- D. Waterproofed surfaces
  1. Prohibit use of surfaces for traffic of any kind, and for storage of any products.
  2. When some activity must take place in order to carry out the Contract, obtain recommendations of installer for protection of surface.
    - a. Install recommended protection; remove on completion of that activity.
    - b. Restrict use of adjacent unprotected areas.
- E. Lawns and landscaping

1. Prohibit traffic of any kind across planted lawn and landscaped areas.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- 1.8 SUBSTITUTIONS AND PRODUCT OPTIONS
- A. Limitations on substitutions.
1. During bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this section.
  2. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
  3. Substitute products shall not be ordered or installed without written acceptance.
  4. Only one (1) request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- B. Products List
1. Within 15 days after Contract Date submit to ENGINEER/Architect a complete list of major products proposed to be used, with the name of the manufacturer and the installing Subcontractor.
- C. Contractors Options
1. For products specified only by reference standard, select any product meeting that standard.
  2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named or approved equal, which complies with the Specifications.
  3. For products specified by naming one or more products or manufacturers and "or approved equal," CONTRACTOR must submit a request as for substitutions for any product or manufacturer not specifically named.
- D. Substitutions for Cause:
1. For a period of 15 days after Contract Date, ENGINEER/Architect will consider written request from CONTRACTOR for substitution of products.
  2. Identify product by specification Section and Article Numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
  3. List similar projects using product, dates of installation, and names of ENGINEER/Architect and OWNER.
  4. List availability of maintenance services and replacement materials.
  5. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
    - a. Comparison of the qualities and performance of the proposed substitution with that specified.
    - b. Changes required in other elements of the work because of the substitution.
    - c. Effect on the construction schedule.
    - d. Cost data comparing the proposed substitution with the product specified.
    - e. Any required license fees or royalties.

- f. Availability of maintenance services, and source of replacement materials.
  - 6. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
  - 7. The ENGINEER/Architect will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
  - 8. The ENGINEER/Architect may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute.
  - 9. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
  - 10. Acceptance by the ENGINEER/Architect of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
  - 11. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR work, the work of its Subcontractors and of other Contractors, and shall effect such changes without cost to the OWNER.
- E. Substitutions for Convenience: Not allowed unless otherwise indicated.
- F. Contractors Representation:
- 1. A request for a substitution constitutes a representation that CONTRACTOR:
    - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
    - b. Will provide the same guarantees or bonds for the substitution as for the product specified.
    - c. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
    - d. Waives all claims for additional costs, under CONTRACTOR'S responsibility, which may subsequently become apparent.
- G. Submittal Procedures:
- 1. Submit three (3) copies of request for substitution.
  - 2. ENGINEER/Architect will review requests for substitutions with reasonable promptness, and notify CONTRACTOR, in writing, of the decision to accept or reject the requested substitution.
  - 3. During the bidding period, ENGINEER/Architect will record acceptable substitutions in Addenda.
  - 4. After award of Contract, ENGINEER/Architect will notify CONTRACTOR, in writing, of decision to accept or reject requested substitutions in Addenda.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01600**



## SECTION 01710 - CLEANING

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the General Conditions.

#### 1.2 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

#### 1.3 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by cleaning material manufacturer.

### PART 3 - EXECUTION

#### 3.1 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- D. The OWNER's Representative reserves the right to direct the CONTRACTOR to remove waste materials
- E. Mechanical Sweeping. CONTRACTOR shall maintain on site a mechanical sweeping device for removing debris from existing, temporary and permanent pavement.

#### 3.2 DUST CONTROL

- A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.

- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

### 3.3 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Polish glossy surfaces to a clear shine.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- E. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify the entire work is clean.
- F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this section.

**END OF SECTION 01710**

## SECTION 01720 - PROJECT RECORD DOCUMENTS

### 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 Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.

#### 1.3 SUBMITTALS

- A. Record Drawings. Comply with the following:
  - 1. Number of Copies. Submit one set of marked-up Record Prints.
- B. Record Specifications. Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data. Submit one copy of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints. Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
  - 2. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - 3. Accurately record information in an understandable drawing technique.
  - 4. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - a. Document with photographs.
  - 5. Content. Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.

- b. Revisions to details shown on Drawings.
  - c. Depths of foundations.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Changes made by Change Order or Work Change Directive.
  - i. Changes made following Engineer's written orders.
  - j. Details not on the original Contract Drawings.
  - k. Field records for variable and concealed conditions.
  - l. Record information on the Work that is shown only schematically.
6. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  7. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  8. Mark important additional information that was either shown schematically or omitted from original Drawings.
  9. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
  10. Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer. Make corrections where required.
- B. Format. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints. Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Identification. As follows:
    - a. Project number.
    - b. Project name.
    - c. Date.
    - d. Designation "PROJECT RECORD DRAWINGS."
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation. Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.

5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

### 2.3 RECORD PRODUCT DATA

- A. Preparation. Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  2. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

### 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording. Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples. Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- C. Record Documents of water, sewer and drainage must be provided for the General Contractor by a Professional Land Surveyor and must be satisfactory for approval by the OWNER and shall comply with the latest approved version of the CADD City Standards.
- D. Final pay request will not be processed until Record Documents have been completed and submitted to the City.

**END OF SECTION 01720**

## SECTION 01780 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

##### A. Informational Submittals:

1. Submit prior to application for final payment.
  - a. Record Documents.
  - b. As-built drawings (signed and sealed hardcopies and electronic format – PDF and CAD files)
  - c. Special Bonds, Special Guarantees, and Service Agreements.
  - d. Consent of Surety to Final Payment.
  - e. Releases or Waivers of Liens and Claims.
  - f. Releases from Agreements.
  - g. Final Application for Payment: Submit in accordance with procedures and requirements stated in Section 01025 “Measurement and Payment”.
  - h. Spare Parts, Special Tools and Extra Materials: As required by individual Specification sections.

##### B. Subcontractor Identification Form:

1. Submit form with final pay request.
2. Submit a separate form for each subcontractor used.
3. For Capital Improvement Projects, submit form along with final pay request to the PCM.
4. Form is attached as a Supplement to this Section.

#### 1.2 RECORD DOCUMENTS

##### A. Quality Assurance:

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
  - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
  - b. Purpose of Project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.
4. Prior to submitting each request for progress payment, request PCM's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by PCM to recommend whole or any part of Contractor's Application for Payment, either partial or final.

### 1.3 RELEASES FROM AGREEMENTS

- A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.
- B. In the Event Contractor is Unable to Secure Written Releases:
  - 1. Inform PCM of the reasons.
  - 2. Owner or its representatives will examine the site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
  - 3. Should Contractor refuse to perform this Work, Owner reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory Bond in a sum to cover legal claims for damages.
  - 4. When Owner is satisfied that the Work has been completed in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if:
    - a. Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that Contractor has failed to fulfill terms of side agreement or special easement, or
    - b. Contractor is unable to contact or has had undue hardship in contacting grantor.

### 1.4 AS-BUILT DRAWINGS

- A. Quality Assurance:
  - 1. As-built drawings must meet all minimum City of Fort Lauderdale CAD standards and be submitted in the latest version of AutoCAD available at the time the contract is signed.
  - 2. As-built drawings will be submitted in both electronic and hard copy forms as follow:
    - a. 3 hard copy sets of as-builts will be submitted on 24x36 paper signed, sealed, and dated by a Florida Professional Licensed Surveyor (PLS).
    - b. 1 CD or jump drive which will include both DWG files for the package and a PDF document including the surveyors signature and seal.
  - 3. As-built drawings will include the following:
    - a. PLS name, business name, license numbers, address, and telephone number
    - b. The following statement must be included:
      - 1) "I hereby certify that the as-built location information of the potable water, reclaimed water, wastewater and drainage facilities shown on these drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 5J-17.050(10)(i) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of our knowledge and belief."

- c. As-built drawings will contain the information on the design drawings (plan and profile views) plus document changes between the design and construction including correcting all information that is incorrect due to changes during construction. Incorrect or no longer relevant information will be erased or struck through. All location changes constructed materially different (one-tenth foot horizontal, one tenth vertical) than the design location will have their design location struck through and will be redrafted at the constructed location. Design drawing dimensioning will be corrected as necessary.
- d. Drawing will be a complete set including cover sheet, index, and any other sheets included in the approved design set. Standard detail sheets are not necessary.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 MAINTENANCE OF RECORD DOCUMENTS

#### A. General:

1. Promptly following commencement of Contract Times, secure from Engineer, at no cost to Contractor, one complete set of Contract Documents. Drawings will be full size.
2. Delete Engineer title block and seal from all documents.
3. Label or stamp each record document with title, "RECORD DOCUMENTS," in neat large printed letters.
4. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded. Contractor is responsible for maintaining up-to-date "red-lined" markups, on site, of all changes including revised locations of buried features and provides access to the City for review at any time.
5. All piping inserts, fittings, and valve locations shall be located by a Florida Licensed Surveyor in accordance with City of Fort Lauderdale surveying standards and per NAVD 88. Contractor shall provide adequate notice to the surveyor to ensure that all locations are accessible, prior to backfill.

#### B. Preservation:

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
2. Make documents and Samples available at all times for observation by PCM or Engineer.

#### C. Making Entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
  - a. Color Coding:
    - 1) Green when showing information deleted from Drawings.
    - 2) Red when showing information added to Drawings.



- 3) Blue and circled in blue to show notes.
2. Date entries.
  3. Call attention to entry by "cloud" drawn around area or areas affected.
  4. Legibly mark to record actual changes made during construction, including, but not limited to:
    - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
    - b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
    - c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
    - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
    - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
  5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.
    - a. Clearly identify the item by accurate notes such as "cast iron drain," "galv. water," and the like.
    - b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
    - c. Make identification so descriptive that it may be related reliably to Specifications.
- D. Coordination with Florida Licensed surveyor:
1. Contractor shall not cover any bends, valves, or fittings installed until they have been located by the survey crews for the purpose of preparing as-built and/or Record Drawings.
  2. If the above conditions are not met, for any reason, Contractor shall bear the cost of potholing the constructed installation to allow for the locations.

### 3.2 FINAL CLEANING

- A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire site or parts thereof, as applicable.
  1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner and PCM.
  2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
  3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
  4. Clean all windows.

5. Clean and wax wood, vinyl, or painted floors.
  6. Broom clean exterior paved driveways and parking areas.
  7. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
  8. Rake clean all other surfaces.
  9. Replace air-handling filters and clean ducts, blowers, and coils of ventilation units operated during construction.
  10. Leave water courses, gutters, and ditches open and clean.
- B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.
- C. Meet all requirements of Section 02575, Surface Restoration.

### 3.3 SUPPLEMENTS

- A. The supplements listed below, following "END OF SECTION," are part of this Specification.
1. Subcontractor Identification Form (See next page).

**END OF SECTION 01780**



## SUBCONTRACTOR IDENTIFICATION FORM

This form shall be completed by all City of Fort Lauderdale Prime Contractors who subcontracted out any portion of his/her City contract. The form shall be forwarded to the City of Fort Lauderdale's Public Services Department (Engineering and Architectural Services) with the prime contractor's final pay request. A separate form is to be completed and submitted for each subcontractor. Please telephone (954) 761-5057 or 761-5083, if you have any questions regarding this form.

1) CITY OF FORT LAUDERDALE PROJECT NO. \_\_\_\_\_

2) PROJECT DESCRIPTION

3) SUBContractor

\_\_\_\_\_  
*Business Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Telephone & Fax Nos.*

\_\_\_\_\_  
*Email Address/Company Website (if applicable)*

4) SUBCONTRACTOR'S PRINCIPAL OFFICER

5) CLASSIFICATION OF WORK SUBCONTRACTED OUT \_\_\_\_\_

6) COST OF WORK SUBCONTRACTED OUT \_\_\_\_\_

7) Please check the item(s) which properly identify the ownership status of the subcontractor's

firm: Subcontractor firm is not a MBE or WBE

Subcontractor 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  White

Subcontractor firm is a WBE, as at least 51 percent is owned and operated by one or more women.

American Indian  Asian  Black  Hispanic  White

8) **PRIME Contractor** \_\_\_\_\_

\_\_\_\_\_  
**NAME & TITLE OF PRIME CONTRACTOR'S REPRESENTATIVE COMPLETING  
THIS FORM**  
*(Please Print)*

\_\_\_\_\_  
*(Telephone No.)*

\_\_\_\_\_  
*(Fax No.)*

\_\_\_\_\_  
*(Email Address)*

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
*Prime Contractor's Representative*

# **TECHNICAL SPECIFICATIONS**

**SEAL PAGES**

For

**Parks Bond and Parks Master Plan Design Implementation Services**

**For**

**Mills Pond Park Project Manual**

**AECOM Project No: 60667503**

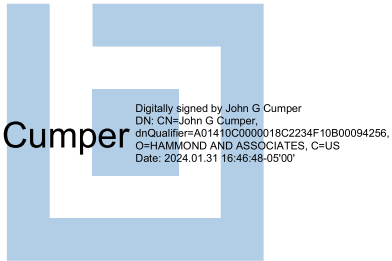
**Task Order No. 06 - P12663**


<p><b><u>Prime Consultant: AECOM</u></b></p>	
<p><b>Structural:</b></p> <p>Professional Engineer, State of Florida: Daniel M. Coughlin License No.:66619</p>	<p>Digitally signed by Daniel M Coughlin Date: January 31, 2024</p> <p><b>Daniel M Coughlin</b></p>

<p><b>Architectural:</b></p> <p>Registered Architect, State of Florida: Zachary Nawrocki License No.: AR97651</p>	<p><b>Zachary Nawrocki</b> <b>2024.01.31</b> <b>19:06:34-05'00'</b></p>
---	---

<p><b>Electrical:</b></p> <p>Professional Engineer, State of Florida: Kate H. Lucaj License No.: 80628</p>	<p>Digitally signed by Kate Lucaj Date: 2024.01.31 13:20:39-05'00'</p> <p><b>Kate Lucaj</b></p>
--	---



<p><b><u>Consultants:</u></b></p>	
<p><b>HVAC and Plumbing: Hammond &amp; Associates</b></p>	
<p>Professional Engineer, State of Florida: John Gray Cumper License No. 53273</p>	<p>John G Cumper</p>  <p>Digitally signed by John G Cumper DN: CN=John G Cumper, ou=Qualifiers=AD1410C000018C2234F10B00094256, O=HAMMOND AND ASSOCIATES, C=US Date: 2024.01.31 16:46:48-05'00'</p>

<b>Civil: bcc engineering</b>	
Professional Engineer, State of Florida: Roberto Lamazares License No. 87238	 <b>Roberto Lamazares</b> Digitally signed by Roberto Lamazares Date: 2024.01.31 15:21:48 -05'00'
END OF SEAL PAGES	

## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01010 "Summary of Work" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 01045 "Cutting and Patching" for cutting and patching procedures.
3. Section 01031 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

**1.5 INFORMATIONAL SUBMITTALS**

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Use of stairs.
  5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

**1.6 CLOSEOUT SUBMITTALS**

- A. Inventory: Submit a list of items that have been removed and salvaged.

**1.7 QUALITY ASSURANCE**

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

**1.8 FIELD CONDITIONS**

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove the following items:
  - a. Any property that is not bolted or otherwise attached to the structure within the affected area.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  1. Hazardous materials will be removed by Owner before start of the Work.
  2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.9 WARRANTY

- A. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

#### 1.10 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs or video.
  - 1. Inventory and record the condition of items to be removed and salvaged.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain fire watch during and for at least one hours after flame-cutting operations.
  - 6. Maintain adequate ventilation when using cutting torches.

7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.



3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: Demolished masonry and gypsum board assembly materials.
- B. Remove and Reinstall: Affected doors, door hardware, door frames, electrical components within the scope of work and, flooring material if possible. If flooring material cannot be salvaged then replace in kind.
- C. Existing to Remain: Everything not within the scope of demolition work.

**END OF SECTION 024119**

## SECTION 03 2000 – CONCRETE REINFORCEMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Reinforcement for cast-in-place concrete.
  - 2. Mechanical splices.
- B. Extent of cast-in-place concrete Work is shown on the Drawings. Provide all materials, labor, hardware, equipment, transportation, and services required to fabricate and place all reinforcement for cast-in-place concrete.
- C. Cooperation with Work of other Sections:
  - 1. Review Contract Drawings and Specifications for requirements of other sections which affect the installation of reinforcement.
  - 2. Examine the Drawings and Specifications for all Contracts to determine nature of proposed construction. Perform work in a manner which will not interfere or delay work of other Contractors. Cooperate with other trades regarding installation of embedded items. Templates and instructions will be provided for setting items placed in forms.
  - 3. Inform those performing Work of other Sections, in writing or by schedules, of requirements for services, materials, and built-in terms prepared or supplied by other Sections which affect Work of this Section.
- D. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Submittal Procedures" for submittal requirements.
  - 2. Division 01 Section "Quality Requirements" for testing requirements.
  - 3. Division 03 Section "Cast-in-Place Concrete."

#### 1.3 SUBMITTALS

- A. Shop Drawings - Submit shop drawings and product data to include all information necessary for fabrication and placement of reinforcement as follows:
  - 1. Detail and placement Drawings shall be prepared in accordance with CRSI Standards to define and establish the location, size, spacing, length, and shape of reinforcing and all other pertinent information required. Indicate grades of reinforcing steel. Detail wall reinforcing on wall elevations. Clearly indicate the

splice length for every size and type of bar used. Include all other project requirements affecting reinforcing details and placing, such as openings, curbs, and depressions.

2. Drawings indicating the type, size, and location of all accessories required for the proper assembly, placement, and support of the reinforcement.
3. Clearly indicate additional reinforcement added at joints.

B. Mill Test Reports:

1. Submit certified copies of mill test reports for reinforcing steel, including statement of compliance with specified ASTM Standards.

C. Samples:

1. Submit duplicate samples of accessories for reinforcement prior to actual use in the product.

#### 1.4 QUALITY ASSURANCE

A. Codes and Standards: Except as modified by governing codes and by the Contract Documents, comply with the applicable provisions and recommendations of the latest editions of the following:

1. ASTM International (ASTM) A 36: Standard Specification for Carbon Structural Steel.
2. ASTM A 82: Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
3. ASTM A 496: Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
4. ASTM A 497: Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete.
5. ASTM A 576: Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality.
6. ASTM A 615: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
7. ASTM A 820: Standard Specification for Steel Fibers for Fiber-Reinforced Concrete.
8. ASTM A 1064: Standard Specification for Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
9. ASTM C 1116: Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
10. ASTM C 1399: Test Method for Obtaining Average Residual-Strength of Fiber-Reinforced Concrete.
11. American Concrete Institute (ACI) 117: Specifications for Tolerances for Concrete Construction and Materials and Commentary.
12. ACI 301: Specifications for Structural Concrete.
13. ACI 315: Standard Practice for Detailing Reinforced Concrete Structures.
14. ACI 318: Building Code Requirements for Structural Concrete and Commentary.
15. American Welding Society (AWS) D 1.4: Structural Welding Code – Reinforcing Steel.

16. Concrete Reinforcing Steel Institute (CRSI): Manual of Standard Practice.
17. CRSI: Placing Reinforcement Bars.

- B. In case of conflict between specified codes and standards, the most stringent requirements shall govern. In case of conflict between specified codes and standards and project specifications, project specifications shall govern.
- C. Preconstruction Conference: The Reinforcing-Placing subcontractor shall attend the Preconstruction Conference conducted by the Concrete Contractor as described in Division 03 Section "Cast-in-Place Concrete."

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Bundle reinforcement and tag with suitable identification to facilitate sorting and placing.
- B. Sequence the shipments of material to the site to minimize field handling and storage.
- C. Store the reinforcing steel on premises in a neat and orderly manner under cover and off ground. Protect the reinforcement from damage, dirt, and corrosion. Provide proper drainage.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Recycled Content of Steel Reinforcement Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is 60 percent.
- B. Regional Materials: Provide products that have been produced within 500 miles of Project Site.
- C. Bar Reinforcement - Newly-rolled billet steel conforming to the following:
  1. All Reinforcing Bars: ASTM A 615-Grade 60 unless otherwise noted on the Drawings.
- D. Welded Wire Reinforcement: ASTM A 1064 with a yield strength of 65,000 PSI. Deliver in sheets, not rolls.
- E. Reinforcement Accessories:
  1. Provide all spacers, chairs, ties, slab bolsters, clips, chair bars, and other devices for properly assembling, placing, spacing, supporting, and fastening the reinforcement.
  2. Use annealed tie wire of not less than #18 gauge. Use epoxy-coated tie wire with epoxy coated reinforcing bars.
  3. Use individual and continuous slab bolsters and chairs of a type to suit the various conditions encountered. The chairs and bolsters must be capable of supporting a 300-lb concentrated load without measurable permanent

deformation of the reinforcement or supports or indentation of the supporting surface.

4. Use accessories which conform to CRSI Bar Support Specifications, Class 1 or Class 2, in contact with surfaces exposed to view in the finished work.
5. Support reinforcement for slabs on ground on plastic or steel supports designed for the purpose or precast concrete bricks of a type acceptable to the Architect/Engineer. Use sand plates or other means to support chairs at proper elevation on base material. Wood blocks, stones, brick chips, etc., are not acceptable.

### PART 3 - EXECUTION

#### 3.1 DETAILING OF REINFORCING STEEL

- A. Detail reinforcing bars in accordance with the requirements of ACI 315.
- B. Avoid splicing reinforcement at points of maximum stress.
- C. Detail reinforcing to allow clearance for intersecting reinforcing bar layers with minimum specified cover.

#### 3.2 FABRICATION OF REINFORCEMENT

- A. Do not commence fabrication until the shop drawings, details, and schedules have been reviewed by the Architect/Engineer.
- B. Accurately fabricate reinforcement to dimensions on the reviewed shop drawings, details, and schedules.
- C. Cold bend all reinforcement. Do not heat reinforcing for any purpose.
- D. Do not fabricate bars in a manner injurious to the bars. Bars with kinks or bends not shown on the Drawings and bars reduced in section will be rejected.

#### 3.3 INSTALLATION OF REINFORCEMENT

- A. Install reinforcing only from Shop Drawings which have been reviewed by the Architect/Engineer.
- B. Accurately place and rigidly secure reinforcing in position in accordance with the requirements of Chapter 8, Recommended Industry Practice for Placing Reinforcing Bars, of CRSI Manual of Standard Practice, requirements specified herein, and on the Drawings.
- C. Tie reinforcing with specified tie wire and bend all wire back beyond general plane of reinforcing.
- D. Provide continuous welded wire reinforcement where shown in slabs with joints lapped at least one full mesh or two full mesh at construction joints, but not less than 6 inches. Tie securely and support reinforcement at the proper elevation by accessories.

Stagger laps of sheets to avoid a continuous lap in either direction. Provide supports to maintain the reinforcement in its proper position during placement of the concrete.

- E. Bending, tack welding, cutting or substituting reinforcement in the field, other than that shown on the Drawings is prohibited unless specific approval for each case is given by the Architect/Engineer.
- F. Remove excessive rust, scale, or other foreign substances from the reinforcement which might destroy or reduce bond prior to placing concrete.
- G. Avoid exposure of reinforcement to the weather for any considerable length of time before placing of concrete. Where this is unavoidable, paint reinforcement with a heavy coat of cement grout. Protect the exposed concrete and any other materials against staining from exposed reinforcement.
- H. Before the concrete is cast, check all reinforcement after it is placed to insure that reinforcement conforms to Contract Drawings, shop detail drawings, and Specification requirements. Use only qualified experienced personnel to check. Notify the Architect/Engineer at least 36 hours (excluding weekends and holidays) prior to the concrete placement to give the opportunity to observe the completed reinforcement and formwork before concrete placement.
- I. Remove and replace damaged bars.
- J. Splice the reinforcing only as shown on the Drawings or as approved by the Architect/Engineer. All lap splices shall be contact lap splices.
- K. Do not tack welded wire reinforcement around structural steel members to be encased in concrete. Use tie wires and lap to securely hold in position.
- L. Mechanical, Electrical, and Plumbing Requirements:
  - 1. Refer to mechanical, electrical, and plumbing drawings for formed concrete requiring reinforcement steel.

#### 3.4 FIELD QUALITY CONTROL

- A. Owner's Testing Agency: Refer to Division 03 Section "Cast-in-Place Concrete" for reinforcement inspection and test requirements.

END OF SECTION 03 2000

## SECTION 033000 – CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Cast-in-place concrete, including the following:
    - a. Foundations.
    - b. Slabs on ground.
  - 2. Testing and inspections for cast-in-place concrete.
  - 3. Curing compound.
  - 4. Sealer.
  - 5. Hardeners.
  - 6. Vapor retarder.
- B. Extent of cast-in-place concrete Work is shown on the drawings. Provide all materials, labor, services, equipment, transportation, and hardware required for all cast-in-place concrete. Include additional concrete required to compensate for deflection of support framing by other trades.
- C. Cooperation with Work of other Sections:
  - 1. Review Contract Drawings and Specifications for requirements of other Sections which affect the placement of cast-in-place concrete.
  - 2. Perform work in a manner which will not interfere or delay work of other Contractors. Cooperate with other trades regarding installation of embedded items. Templates and instructions will be provided for setting items placed in forms.
  - 3. Inform those performing Work of other Sections, in writing or by schedules, of requirements for services, materials, or other items prepared by or supplied by other Sections which affect Work of this Section.
- D. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Submittal Procedures" for submittal requirements.
  - 2. Division 01 Section "Quality Requirements" for testing requirements.
  - 3. Division 03 sections for related concrete formwork and reinforcing.

4. Division 03 Section "Cast-In-Place Architectural Concrete" for architecturally exposed concrete.
5. Division 07 sections for related insulation and waterproofing systems.
6. Division 09 sections for restrictions on concrete finishing and curing to assure compatibility with finish materials.
7. All Divisions for sleeves, anchors, inserts, etc., that will be furnished by others and installed under this Section.
8. Division 31 sections for concrete work related to sitework.

E. Responsibility of the Contractor: The design, strength, safety and adequacy of all methods of construction, and the strength, slump, consistency, finish and general quality of concrete are the responsibility of the Contractor. No action by the Architect/Engineer will eliminate, lessen or restrict this responsibility in any manner.

### 1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast furnace slag, and silica fume; subject to compliance with the requirements.

### 1.4 SUBMITTALS

A. Manufacturer's Data: For standard factory-manufactured materials, including specifications for application and installation of proprietary items and materials such as bonding agents, admixtures, curing and sealing compounds, patching compounds, hardeners, epoxies, and dryshake finish materials.

B. Evidence that concrete supplier is certified by the National Ready Mixed Concrete Association.

C. Concrete design mixes and backup data on the attached form: Refer to Part 2 Article "Concrete Mix Design" in this Section for requirements. Include test reports on the following:

1. Gradation analysis and soundness tests for coarse and fine aggregate. Identify sources of aggregate.
2. Mill test reports on cement, including brand, type and source of supply.
3. Compression tests on trial cylinders.
4. Slump and air content of trial batches.
5. Admixture certification, including chloride ion content.

D. Complete test reports on splitting tensile strength ( $F_{CT}$ ) of lightweight concrete.

E. Samples to Testing Agency: Concrete constituents including admixtures.

F. Shop drawings showing locations of all sleeves, depressions, and curbs.

G. Materials and methods for curing concrete.



- H. Methods proposed for hot weather and cold weather curing and protection of concrete; submit prior to commencement of any concrete work.
- I. Method of developing bond at joints.
  - 1. Qualification Data: For concrete installer and surveyor.
- J. Field quality-control reports.
  - 1. Owner's Testing Agency Reports: Submit directly to the Architect/Engineer, with copies to the Contractor and others as indicated. Document all of the certifications, tests, and inspections specified.
  - 2. Field quality-control reports shall clearly indicate all pertinent data, including but not limited to the following: date; time; weather conditions; name and qualifications of inspector; certifications, tests, and/or inspections performed; equipment used; location of structural member or assembly within the building; whether or not the test results indicate compliance with the Contract Documents; etc.
- K. Survey report for anchor rods and reinforcing steel dowels.

#### 1.5 QUALITY ASSURANCE

- A. Codes and Standards: Except as modified by governing codes and by the Contract Documents, comply with the applicable provisions and recommendations of the latest editions of the following:
  - 1. ASTM International (ASTM) C 33: Standard Specification for Concrete Aggregates.
  - 2. ASTM C 39: Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 3. ASTM C 94: Specification for Ready Mixed Concrete.
  - 4. ASTM C 150: Specification for Portland Cement.
  - 5. ASTM C 157: Test Method for Length Changes of Hardened Hydraulic – Cement Mortar and Concrete.
  - 6. ASTM C 171: Standard Specification for Sheet Materials for Curing Concrete.
  - 7. ASTM C 192: Practice for Making and Curing Concrete Test Specimens in the Laboratory.
  - 8. ASTM C 227: Standard Test Method for Potential Alkali Reactivity of Cement Aggregate Combinations (Mortar Bar Method)
  - 9. ASTM C 295: Standard Guide for Petrographic Examination of Aggregates for Concrete.
  - 10. ASTM C 260: Specification for Air-Entraining Admixtures for Concrete.
  - 11. ASTM C 330: Standard Specification for Lightweight Aggregates for Structural Concrete.
  - 12. ASTM C 494: Standard Specification for Chemical Admixtures for Concrete.
  - 13. ASTM C 595: Standard Specification for Blended Hydraulic Cements.
  - 14. ASTM C 618: Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.”
  - 15. ASTM C 881: Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

16. ASTM C 989: Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
17. ASTM C 1059: Standard Specification for Latex Agents for Bonding Fresh To Hardened Concrete.
18. ASTM C 1116: Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
19. ASTM C 1218: Test Method for Water-Soluble Chloride in Mortar and Concrete.
20. ASTM C 1240: Standard Specification for Silica Fume for Use as a Mineral Admixture in Hydraulic-Cement Concrete, Mortar, and Grout.
21. ASTM C 1315: Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
22. ASTM C 1602: Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
23. ASTM D 1751: Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
24. ASTM D 1752: Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
25. ASTM D 2240: Test Method for Rubber Property – Durometer Hardness.
26. ASTM D 4397: Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.
27. ASTM D 6817: Standard Specification for Rigid, Cellular Polystyrene Geofoam.
28. ASTM E 154: Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Wall, or as Ground Cover.
29. ASTM E 1155: Standard Test Method for Determining Floor Flatness and Levelness Using the F-Number System.
30. ASTM E 1643: Standard Practice for Installation of Water Vapor Retarders used in Contact with Earth or Granular Fill Under Concrete Slabs.
31. ASTM E 1745: Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.
32. American Concrete Institute (ACI) 211.1: Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
33. ACI 211.2: Standard Practice for Selecting Proportions for Structural Lightweight Concrete.
34. ACI 214R: Guide to Evaluation of Strength Test Results of Concrete.
35. ACI 301: Specifications for Structural Concrete.
36. ACI 302.1R: Guide for Concrete Floor and Slab Construction.
37. ACI 304R: Guide for Measuring, Mixing, Transporting, and Placing Concrete.
38. ACI 305.1: Specification for Hot Weather Concreting.
39. ACI 305R: Guide to Hot Weather Concreting.
40. ACI 306.1: Standard Specification for Cold Weather Concreting.
41. ACI 306R: Guide for Cold Weather Concreting.
42. ACI 309R: Guide for Consolidation of Concrete.
43. ACI 318: Building Code Requirements for Structural Concrete.
44. American Welding Standard (AWS) D1.4: Structural Welding Code – Reinforcing Steel.
45. National Ready Mixed Concrete Association (NRMCA): Concrete Plant Standards and Truck Mixer and Agitator Standards.
46. Concrete Reinforcing Steel Institute (CRSI): Manual of Standard Practice.
47. CRSI: Placing Reinforcement Bars.

- B. In case of conflict between specified codes and standards, the most stringent requirements shall govern. In case of conflict between specified codes and standards and project Specifications, project Specifications shall govern. In case of conflicts between Contract Documents, immediately notify Architect/Engineer for resolution.
- C. Preinstallation Conference:
  - 1. At least 30 days prior to submitting the concrete mix designs for approval, conduct a meeting to review the detailed requirements for preparing the concrete mix designs and to determine the procedures for producing proper concrete construction within the specified tolerances and required quality.
  - 2. Responsible representatives from all concerned parties are required to attend the conference including, but not limited to, the following:
    - a. Owner's representative.
    - b. Construction Manager's superintendent.
    - c. Contractor's superintendent.
    - d. Architect/Engineer.
    - e. Laboratory responsible for concrete mix designs.
    - f. Owner's Testing Agency.
    - g. Concrete subcontractor.
    - h. Formwork subcontractor.
    - i. Reinforcement-placement subcontractor.
    - j. Ready-mix concrete supplier.
    - k. Admixture manufacturer(s).
    - l. Concrete pumping equipment operator.
  - 3. Review requirements for submittals, status of coordinating work, and availability of materials.
  - 4. Establish proposed work progress schedule and testing procedures.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Comply with ACI 301 and with ACI 304.

#### 1.7 QUALIFICATIONS

- A. Installer Qualifications: The concrete Installer shall have a minimum of five years of experience with installation of concrete similar in material, design and extent to that indicated for this Project and whose work has resulted in construction with a record of successful-service performance.
- B. Supplier Qualifications: The concrete Supplier shall have a minimum of five years of experience in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment. The supplier must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Inspection and Testing of the Work: Materials and installed work may require testing and retesting, as directed by the Architect/Engineer, at any time during progress of work. Allow free access to material stockpiles and facilities. Tests, not specifically

indicated to be done at the Owner's expense, including retesting of rejected materials and installed work, shall be done at the Contractor's expense. See "Field Quality Control" section of the Specifications.

1. Inspection or testing by the Owner does not relieve the Contractor of his responsibility to perform the Work in accordance with the Contract Documents.
- D. Acceptance Criteria for Concrete Strength: The strength level of an individual class of concrete shall be considered satisfactory if the following requirements are met:
1. The average of all sets of three consecutive strength tests equals or exceeds the required compressive strength ( $f'c$ ).
  2. No individual strength test falls below the required compressive strength ( $f'c$ ) by more than 10 percent of the concrete compressive strength or 500 psi, whichever is greater.
  3. A strength test shall be defined as the average strength of two cylinder breaks tested at the strength age indicated on the drawings for that class of concrete.
- E. Responsibility for Selection and Use of Concrete Admixtures and Chemical Treatments: The Contractor is responsible for selecting admixtures and surface treatments that are compatible with the intended use of the concrete including all final surface treatments called for within the Contract Documents. The Contractor is responsible for following the manufacturer's instructions for the use of their products including abiding by any limitations placed by the manufacturer on the use of any of its products.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Use materials from the same source from the start to the finish of the project, unless a change is accepted in writing by the Architect/Engineer.

### 2.2 CONCRETE MIX MATERIALS

- A. Portland Cement: American-made Portland Cement, ASTM C 150 Type I or III. For concrete exposed to salt air or salt water, provide Type II or Type V cement.
1. Do not exceed an alkali content of 0.6% unless the manufacturer certifies that no alkali reactivity is produced with the proposed combination of materials when tested in accordance with ASTM C 227.
- B. Fine aggregate (normal weight): Washed, inert, non-reactive natural sand conforming to ASTM C 33. Fineness modulus of 2.3 to 3.1. For pumped concrete, 15 to 30 percent passing Number 50 sieve and 5 to 10 percent passing a Number 100 sieve. Comply with the following:

<u>Sieve size</u>	<u>Percent passing</u>
3/8 inch	100
No. 4	95-100